



**STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services**

Invitation to Bid No. [07116200053](#)
ACCESSIBLE VOTING SYSTEM FOR VOTERS WITH DISABILITIES

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Estimated Timeline:

These dates are estimates only and do not commit the State in any way.

Key Milestone:	Date:
11/21/05	Release ITB on website
12/6/05	Pre-Bid Meeting
12/20/05	State answers issued as addendum
1/4/06	Vendor Questions and Terms Exceptions Due
1/10/06	State answers issued as addendum
1/17/06	Bids Due
Week of 1/30/06	JEC Oral Demonstrations (if requested by JEC)
Early March	State Administrative Board Approval
Early March	Effective date of signed contract
Mid March	Equipment orders placed

BIDDER CHECKLIST FOR VENDOR PROPOSAL CONTENTS AND RESPONSIVENESS

This checklist is provided as a convenience for your proposal preparation. If you have any questions concerning these requirements please contact the Buyer for this particular ITB listed on the front page of this document.

- Proposal was submitted to the appropriate location on time per the schedule of the ITB, with one signed original, the appropriate number of additional copies, and the instructed number of copies of the electronic version, on 3.5-inch disks or CD copies of all documents were submitted.**
- Product summary.** Summarize the product proposed. Provide system name, make and model with version number as appropriate. Include a brief description of general operation.
- Status of ITA certification and compliance with 2002 FEC Voting System Standards.** Provide confirmation of current status (e.g. Certified, Not Certified, In Progress) and, where appropriate, ITA reports covering all components of the system including the assigned NASED number and date of certification. If certification has not been obtained, provide a detailed plan and timeline for obtaining certification. Refer to Section 1.101A, General Requirements.
- Summary of Disability Advocacy Groups' evaluation of the system.** Refer to Section 1.101A, General Requirements for details that must be included.
- Physical interaction with the system.** Describe how voters with a full range of disabilities interact with the system "...in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters" as required by HAVA. Refer to Section 1.101A, General Requirements.
- Interaction with existing optical scan systems.** Describe in detail how the proposed product can be integrated with tabulators and EMS software for all optical scan voting systems currently in use in Michigan. Refer to Section 1.101A, General Requirements and section 1.103, Environment.
- Plan for meeting 2006 HAVA compliance implementation deadline.** Provide a detailed plan for meeting 2006 HAVA implementation deadline. Refer to Section 1.002, Background and Section 1.101A, General Requirements.
- Specific Requirements. Refer to Section 1.101B, Specific Requirements.** Provide a detailed explanation of how the proposed system meets all requirements listed. First state whether the proposed system complies with guidelines for accessibility set forth in the 2002 FEC Voting Systems Standards. All proposals must address items 1 through 15 under 1.101B.1. g. Performance Capabilities. In addition, proposals for optical scan ballot marking systems must also address items 16 through 21. Proposals for DRE systems must also address items 22 through 30.

BIDDER Checklist for Vendor Proposal Contents and Responsiveness

- Implementation plan for each county.** Provide a sample plan (i.e., Gantt chart) for implementation of the system in each county. The plan submitted must also coincide with the Implementation and Training matrices included in Appendices F-M. Refer to Section 1.104.A, Work and Deliverables, Development of Implementation Plan for Each County.
- Delivery, Installation and Acceptance Testing Plan.** Discuss your approach to delivery, installation and testing. Refer to Section 1.104.B Work and Deliverables, Delivery, Installation and Acceptance Testing of the Accessible Voting System.
- Training.** Discuss your approach to training. The plan submitted must also coincide with the minimum staffing guarantees in the training matrix included in Appendices F-L. In addition, discuss your approach to addressing the special needs and challenges associated with equipment designed for use by voters with disabilities. Refer to Section 1.104.C Work and Deliverables, Training and User Information.
- Warranty and Maintenance.** Provide a detailed description of the warranty included with the proposed system. The description must specify what is covered and not covered in the equipment price, the length of the warranty, post warranty charges, specific services covered by the warranty and any additional relevant details and information. Refer to Section 1.104.D Work and Deliverables, Warranty and Maintenance.
- Election Administrative Support.** Provide a detailed description of your approach to providing Election Day administrative support. Refer to Section 1.104.E Work and Deliverables, Election Administrative Support.
- Staffing.** Identify the Michigan project manager and his/her qualifications and experience implementing statewide voting systems, specifically, accessible voting systems. Provide details of the location and staffing of your Michigan office. Refer to Section 1.201 Contractor Staff, Roles and Responsibilities and Article 1B.
- Project Plan.** Refer to section and subsections within 1.3 Project Plan. State your acceptance of the terms as stated and provide the organizational structure and staffing table with names and titles of personnel assigned. Include additional details regarding your approach to meeting these requirements.
- Project Management.** Refer to section and subsections within 1.4 Project Management. Describe your approach to issue, risk and change management.
- Acceptance.** Refer to section and subsections within 1.5 Acceptance. State your acceptance of the terms as stated. Include additional details regarding your approach to meeting these requirements.
- Compensation and Payment.** Refer to section and subsections within 1.6 Compensation and Payment. State your acceptance of the terms as stated. Include additional details regarding your approach to meeting these requirements.

BIDDER Checklist for Vendor Proposal Contents and Responsiveness

- Additional Terms and Conditions Specific to this SOW.** Discuss your proposed approach to additional terms and conditions specific to the Statement of Work. Refer to section and subsections within Section 1.7 Additional Terms and Conditions Specific to this SOW.
- Article 1B Evaluation Information.** Provide a complete response to all items listed in Article 1B. In addition to contact information, describe your company's prior experience, staffing, past performance, contract performance, disclosure of litigation, and disclosure of ITB assistance. In addition, describe your experience as it relates to accessible voting systems. Include resumes of Key Personnel as identified in section 1.201.
- Pricing.** Complete pricing Appendices D and E.
- Article 2 – Terms and Conditions.** Provide acknowledgment and/or concurrence with each term and condition listed in Article 2 of the RFP/ITB document within your proposal, and clearly identify any comments or issues.
- Article 3 – Certifications and Representations.** Complete all items contained in Article 3, initialing each paragraph requiring an initialed response, acknowledging each certification & representation, and providing all required information.
- Statement that a Certificate of Insurance** will be provided as a condition of award has been included (referenced in Section 2.180).
- A Letter of Submittal (285 Document) and a copy of the [Certifications and Representations \(Article 3\)](#)** have been signed by an individual authorized to legally bind your company and the original signature copy has been submitted.

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Items marked “RESERVED” do not apply to this document.

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ARTICLE 1 – STATEMENT OF WORK (SOW)

1.0 PROJECT IDENTIFICATION

1.001 Project Request

The purpose of this ITB is to obtain bids from qualified vendors to supply accessible voting system solution(s) for the State of Michigan. It is expected that qualified vendors will supply all necessary equipment, hardware, software and all other related services to allow individuals with disabilities to vote independently and privately, as required under the Help America Vote Act of 2002 (HAVA, Public Law 107-252). The State is seeking a full voting system solution that can fulfill the HAVA requirement statewide, and to provide a minimum of one accessible voting system for every polling place and one for each county in the State of Michigan (approximately 4000 locations). Based upon response and evaluation, the State may choose to award a contract to one or multiple vendors for a single or multiple solutions. For the purposes of this bid solicitation, the projected quantity needed is approximately 4,000 units. The Department of State, Bureau of Elections will require one unit free of charge for internal use, testing and training. The exact quantity will be determined at time of purchase. No vendor is guaranteed a specific and/or minimum number of orders.

1.002 Background

HAVA provided incentive funds to replace punch card and mechanical lever voting systems in the State of Michigan. Michigan Public Act 91 of 2002 mandated a uniform method of voting throughout the State. The optical scan voting system was chosen as the uniform system. Three vendors were awarded contracts to provide certified optical scan voting systems on a countywide basis. The conversion of all jurisdictions in Michigan to an optical scan voting system is taking place over a two-year period and is expected to be completed by January 2006.

Currently individuals with disabilities may be required to vote with assistance in the polling place and/or by absentee ballot. Title III of HAVA, Uniform and Non-Discriminatory Election Technology and Administration Requirements, mandates that an election system be instituted that accommodates voters with disabilities, allowing them to vote in a manner consistent with other voters in the precinct.

HAVA Title III, Section 301 reads in part:

- (3) Accessibility for individuals with disabilities. The voting system shall:
- (A) be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters;
 - (B) satisfy the requirement of subparagraph (A) through the use of at least 1 direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place: and

- (C) if purchased with funds made available under Title II on or after January 1, 2007 meet the voting system standards for disability access as (outlined in this paragraph).

Optical scan voting systems, as they exist today, do not satisfy the requirements of HAVA Section 301(3). HAVA mandates compliance with Section 301 for all federal elections in 2006 and beyond. The full text of HAVA Title III Section 301, as well as the July 2005 Election Assistance Commission (EAC) Advisory Number 2005-004 can be found in Appendix A. EAC Advisory 2005-004 provides guidance on the interpretation of Section 301. Bidders shall use these documents as reference in preparing their bids and ensuring full HAVA compliance.

1.1 SCOPE OF WORK AND DELIVERABLES

1.101 In Scope

A. General Requirements

The Department of State's **preferred** solution is for a vendor(s) to provide a single accessible voting system that will interact seamlessly with all optical scan tabulators approved for sale in the State under current contracts with Diebold, Election Systems and Software (ES&S) and Sequoia. In addition, the Department of State prefers a solution that allows voters with disabilities, including visually impaired voters, to mark a standard optical scan ballot. Employing a single method of voting within each precinct will simplify the voting instructions provided to voters. In addition, the use of the same type of ballot by all voters within a precinct ensures consistency at recounts and serves to protect the secrecy of each ballot cast.

As an alternative, the Department of State will consider additional solutions, including Direct Recording Electronic (DRE) and other systems that meet HAVA accessible voting requirements. Further, in order to take advantage of future technological improvements with accessible voting systems, the Department of State may consider interim solutions (such as the short term rental of HAVA compliant systems) to bridge the gap between the 2006 HAVA mandated deadline and the Department of State's requirement for Federal Election Commission (FEC) Voting System Standards, Independent Testing Authority (ITA) certification and Board of State Canvasser's approval of new voting systems.

Bidders may present multiple solutions in a single proposal. If multiple solutions are proposed, the proposal must clearly and separately describe the ability of each solution to meet all identified requirements. Pricing shall also be submitted for each solution proposed.

Compliance with Federal and State Standards

Prior to purchase, all systems presented for consideration must

- 1) Comply with 2002 Federal Election Commission (FEC) Voting System Standards,
- 2) Be ITA certified and
- 3) Be approved by the Board of State Canvassers. Any system(s) selected as a result of this ITB will be required to comply with future standards within timeframes established by the Department of State.

Proposals for products not currently compliant with FEC standards, ITA certified and/or approved by the Board of State Canvassers *may* be considered. However, the bidder must submit a detailed plan and timeline within their proposal for securing the required certification and approval. Refer to Appendix B for these guidelines. The Department of State will determine overall compliance with these requirements based upon the bidder's plan and/or documentation provided by bidders as well as other sources.

Given the short timeframe involved, all proposals must include a detailed plan for meeting the 2006 HAVA compliance implementation deadline (i.e., equipment in place for use in the first Federal election of 2006). If an interim product(s) will be needed to bridge the gap between the 2006 HAVA deadline and the full implementation of the permanent solution, that need must be clearly defined in the timeline.

In addition, bidders shall provide the following with each proposal:

1. Evidence that the voting system(s) has been demonstrated to one or more locally or nationally recognized disability advocacy groups representing a wide range of disability concerns.
2. A summary of the disability advocacy groups' evaluation of the system including:
 - a. All key discussion and reaction points, both positive and negative.
 - b. An explanation regarding the manner in which concerns raised by the advocacy groups will be, or have been, addressed through procedural and/or hardware/firmware changes.
3. The actual written evaluation of the system from all locally and/or nationally recognized advocacy group(s), representing a wide range of disability concerns that have evaluated the system.

It is recognized that both DRE voting systems and voting systems utilizing a physical ballot present challenges to voters with physical disabilities, particularly voters having upper mobility limitations. Bidders should take these challenges into account when presenting their products by offering hardware and procedural solutions designed to 1) address these challenges and 2) guarantee the secrecy of the ballot for all voters to the greatest extent possible. Bidders are required to discuss in their proposal how their systems address items 1 and 2 listed above. Any system modifications planned for implementation in the next year must also be described along with estimated timeframes for availability.

Additionally, the proposal must explain in detail how the accessible voting system can be employed in precincts which use optical scan products purchased from other vendors. Bidders must describe how the system can be integrated with EMS software purchased from other vendors to accomplish vote accumulation at the precinct, jurisdiction and county level. In instances where additional hardware or software is required to perform vote accumulation functions, a complete list of the additional products and a summary of all additional costs must be included.

B. Specific Requirements

The voting system shall comply with the guidelines for accessibility set forth in the 2002 FEC Voting System Standards (Sections 2.2.7, 2.4.3.1 and 3.4.9, see Appendix B.). A complete

listing of the standards can be accessed at www.eac.gov/election_resources/vss.html. All solutions offered must take into consideration the following requirements as they apply to the overall precinct count voting system.

“Voting system” is a term used to describe the overall solution, which may include the accessible voting device interacting with existing optical scan voting systems.

1. All proposals must include detailed responses for each topic listed below:

For any and all proposed products:

a. Programming

All programming for voting systems shall be written to facilitate the accurate tabulation of the votes cast for each candidate, office and ballot question for which the voter is lawfully entitled to vote, in conformity with the provisions of Michigan election law sections 168.794, 168.795, 168.795a, 168.795b, 168.795c and 168.797c (See Appendix C) and Electronic Voting Systems – Promulgated Rules R 168.773, Rule 3.

All software and other tools required to ensure proper system functionality for a particular election must be included with each product offered. Programming must be possible at the local level. Preparation of programming by third parties must be allowed. Third parties are defined as contractors hired by the software licensee, who do not represent the software vendor or jurisdictional clerks to prepare equipment programming.

b. Audit

The voting system shall comply with the guidelines set forth in the 2002 (section 2.2.5.2.1) FEC Voting System Standards. The system shall produce an audit log containing the information necessary to audit all operations related to ballot tabulation, vote totals, vote totals accumulation and system reports. The audit log shall be created and maintained by the system in the sequence in which each operation is performed.

The audit log shall include:

- 1) Identification of the program and version being run.
- 2) Identification of the election file being used.
- 3) Record of all options entered by the operator.
- 4) Record of all actions.
- 5) Record of all tabulation and accumulation activities.

Audit capabilities for systems that do not tabulate votes shall include:

- 6) Identification of the program and version being run.
- 7) Identification of the election file being used.

- 8) Record of all options entered by the operator.
- 9) Number of voters by precinct and ballot style who have used the system.

c. Security

The system shall:

- 1) Permit diagnostic testing of all the major components.
- 2) Ensure that each voter's ballot is secret and the voter cannot be identified by image, code or other methods.
- 3) Provide for summary reports of votes cast by extracting information from a memory device or a data storage device.
- 4) Provide records regarding the opening and closing of the polls to include the following:
 - a) Identification of the election, including opening and closing date and times.
 - b) Identification of the unit.
 - c) Identification of ballot format.
 - d) Identification of candidate and/or issue, verifying zero start.
 - e) Prevent printing of summary reports before the sequence of events required for closing of the polls are completed.
 - f) Prevent the loss of data during generation of reports.
 - g) Ensure integrity and security of data maintained according to time frames for Federal, State and local elections.
 - h) Prevent functions to be initiated out of sequence.
 - i) Ensure that all security provisions are compatible with administrative set up and operational use.
 - j) Provide an environment in which all databases are maintained and all necessary provisions are made for security and access control according to current industry standards.
 - k) Allow for extraction of data from memory devices to a central host.
 - l) Allow for the sealing of the programmable memory device into the tabulator using a seal approved for use by the Department of State.

d. Alternative Language Accessibility

The voting system must have the capability to provide all information, excluding the names of the candidates, that would otherwise be provided by the voting system in English (whether written or oral) in the language(s) that various jurisdictions are required to provide materials pursuant to the Voting Rights Act of 1965 and related federal regulations.

e. Error Rates

The voting system error rate must not exceed the allowable error rate established by the 2002 FEC Voting Systems Standards **(See Appendix B, Section 3.2.1)**.

f. System Backup

The back-up system shall:

- 1) Remain in operation during power surges or other abnormal electrical occurrences.
- 2) Engage immediately with no loss of data in the event of disruption of electrical connection.
- 3) Power all components of the voting system for a minimum of two hours.

g. Performance Capabilities

The voting system shall comply with the guidelines for casting a ballot set forth in the 2002 FEC Voting System Standards **(See Appendix B, Section 2.4.3)**.

The following attributes are desired in any voting system offered. NOTE: For any item listed below that requires the voter to interact with the system, please explain in detail how that interaction takes place.

- 1) Accurately record or report all selections made by the voter.
- 2) Provide a method by which a voter can verify his/her choices prior to the ballot being marked or vote cast, either by print or audio and visual display.
- 3) Provide that each voter's ballot is secret and the voter cannot be identified by image, code or other methods.
- 4) Present the ballot to the voter in a clear and unambiguous manner.
- 5) Provide audio and/or visual instruction on the use of the system.
- 6) Accommodate voters unable to physically indicate a voting choice by using a pointer, blow tube or other method.
- 7) Provide audio and visual verification of vote selections as the voter moves through the ballot.

- 8) Provide an ability to program multiple languages into the audio interface.
- 9) Provide a warning if no votes are recorded.
- 10) Provide a method for recording write-in votes.
- 11) Prohibit overvotes before final vote is cast.
- 12) Prohibit crossover votes on a partisan primary ballot.
- 13) Have the capability of storing and presenting to the voter any ballot style in use in given jurisdiction.
- 14) Have the ability to maintain multiple ballot combinations on a single voting unit.
- 15) Have the ability to accommodate multi-member districts.
- 16) The State's preferred solution will provide a voter verifiable paper audit trail that accurately documents the votes cast for each ballot and can be used for recount purposes.

In addition to requirements 1-16, the following attributes are desired in an optical scan ballot marking system. NOTE: For any item listed below that requires the voter to interact with the system, please explain in detail how that interaction takes place.

- 17) Be easily transportable.
- 18) Allow omni-directional feed of the ballot.
- 19) Accommodate the visually impaired by magnification of the ballot.
- 20) Accommodate the visually impaired by audio presentation of the ballot.
- 21) Allow replacement of paper, ink cartridges, batteries, etc. with off-the-shelf products.
- 22) Allow for high contrast visual display.

In addition to requirements 1-16, the following attributes are desired in a Direct Recording Electronic (DRE) voting system. NOTE: for any item listed below that requires the voter to interact with the system, please explain in detail how that interaction takes place.

- 23) Be easily transportable.
- 24) Accommodate the visually impaired by magnification of the ballot.
- 25) Accommodate the visually impaired by audio presentation of the ballot.
- 26) Provide for the tabulation of votes cast in split precincts, where all voters residing in one precinct are not voting the same ballot style.

- 27) Provide for the tabulation of votes cast in combined precincts, where more than one precinct is voting at the same location on either the same ballot style or a different ballot style.
- 28) Provide for the storage and tabulation of write-in votes.
- 29) Provide for the easy download of results from balloting into the final tally of votes.
- 30) In the event of a failure, retain a record of all votes cast prior to the failure.
- 31) Allow for high contrast visual display.

Bids will be evaluated based on how well the offerings meet the criteria outlined in **Section 1.101A General Requirements, Section 1.101B Specific Requirements** and on price. The evaluation process will include a product demonstration at a time and place to be determined. More specific information on evaluation and bid format requirements can be found in **Article 1B and Article 4, Bid Structure**.

C. Major Tasks

The following is a preliminary analysis of the major tasks involved in developing a final implementation plan for this project. The Bidder is not, however, restricted from supplementing this listing with additional steps, sub tasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

The Bidder must provide a plan for supplying all polling places in the State of Michigan with a minimum of one accessible voting system that complies with all applicable HAVA Title III requirements. The Contractor must supply the accessible voting system and all relevant software, hardware, related components and services (i.e., everything needed to allow for full functionality of the equipment in an election) and documentation directly to the local units of government. The Contractor shall also provide training and all related materials including voter education programs, overall knowledge transfer to State and local election officials, and pre and post delivery administrative and technical support.

1. The Scope of Work includes:

- a. Development and delivery of an implementation plan for all polling locations within each county.
- b. Equipment delivery, installation and acceptance testing.
- c. Training election officials.
- d. Providing training materials for voters and election officials.
- e. Pre and post delivery administrative and technical support.

2. Time line

Equipment delivery, installation, acceptance testing and detailed user training must be completed no later than thirty days prior to the first election of use in 2006. Coordination between the Contractor and the jurisdictions in this regard will be critical.

1.102 Out Of Scope

Training on election law, forms and procedures are outside the scope of this ITB. Training election officials to assist voters with disabilities is outside the scope of this ITB.

1.103 Environment

The current voting system environment in the State of Michigan includes:

- Diebold Accuvote
- ES&S M100
- Sequoia Optech Insight

The Department of State intends that any and all systems selected as a result of this ITB will allow for interaction with current systems for the purpose of overall vote accumulation in each jurisdiction.

1.104 Work And Deliverables

The Contractor shall provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A. Development of Implementation Plan for each County.

Purchases will be coordinated at the county level. The Contractor will be required to work within established State of Michigan purchasing processes and deadlines (as communicated by the Department of State), and to work with the Department of State and each County Clerk in developing a documented and agreed-upon implementation plan for all jurisdictions in each county. If one system and/or one vendor is selected, the Contractor will develop these plans for all counties in the State. If multiple vendors and/or products are selected, the Contractor will develop these plans on a county-by-county basis.

B. Delivery, Installation and Acceptance Testing of the Accessible Voting System.

To confirm successful delivery, installation and acceptance testing of all accessible voting systems, the Contractor will:

1. Comply with all delivery and set-up dates detailed in **Section 1.101C, Major Tasks.**
2. Conduct acceptance testing jointly between the Contractor and the local jurisdictions. Acceptance testing will include at a minimum:
 - a. Hardware testing against a State provided checklist.
 - b. Functional testing. (Sample ballots will be provided by the Department of State.) To complete the tests, the Contractor shall provide the necessary programming and test ballots.)

- 1) For DREs, logic and accuracy testing on a minimum of one tabulator as prescribed under the Electronic Voting System – Promulgated Rules, for both primary and general elections.
- 2) For ballot marking systems a demonstration that the accessible voting system works with the appropriate optical scan tabulator.
- 3) For all other systems, a structured test to demonstrate accurate tabulation of votes.

Ensure submission of a completed receipt of delivery/acceptance form (to be provided by the Department of State) signed by a duly authorized local representative attesting to the successful installation and acceptance testing of the equipment delivered to each local jurisdiction.

C. Training and User Information.

1. As part of their proposals, bidders are to submit one full set of any user/training materials currently in use.
2. Within 5 business days after the execution of a contract, the Contractor shall provide the Department of State (Bureau of Elections) with the final version of all training materials that will be utilized during the contract period, along with step-by-step procedures for use of the accessible voting system.
3. Training materials, once approved by the State, shall be provided to local jurisdictions at the time of delivery of equipment.
4. Within 5 business days after the execution of a contract, the Contractor shall provide a training program outline and an implementation schedule for the training of State and local election officials.
5. Extensive training on all aspects of the accessible voting system shall be provided for local election officials at a time jointly agreed upon by the Contractor and the Department of State, but no later than 30 days prior to the first use in an election in 2006. The training shall provide local election officials with the ability to operate the accessible voting system without continuous support by the Contractor. The Contractor may provide training on a regional basis with the written approval of the Department of State in consultation with each county clerk involved.
6. Extensive training on all aspects of the accessible voting system shall be provided for State election officials at a time jointly agreed upon by the Contractor and the Department of State. The training shall provide State election officials with the ability to operate the accessible voting system without continuous support by the Contractor.

The Bureau of Elections will coordinate training programs for local election officials addressing issues related to interacting with and assisting voters with disabilities in order to ensure that voters are not disenfranchised and that each individuals' rights are protected in the voting process. The Bureau of Elections expects Contractor training to focus on the technical use of the equipment.

7. Taking into consideration the role of the Bureau of Elections and the Contractor as outlined above, outline your proposed training plan. Your proposed training plan shall include, but shall not be limited to, the following topics:
 - a. Programming the accessible voting system.
 - b. Setting up the accessible voting system.
 - c. Election day operations from the opening to the closing of the polls.
 - d. Troubleshooting to solve temporary problems.
 - e. Hot points for system errors.
 - f. Safeguards to prevent and detect tampering.
 - g. How and when to place service calls.
8. The Contractor will assist county and local election officials (if requested) in conducting comprehensive training for election inspectors for their various precincts prior to the primary and general elections in the first year of use.
9. Within sixty days of contract award, the Contractor will provide a training video to the Department of State. A copy of the above referenced video shall be delivered to the clerk of each jurisdiction (DVD, CD or VHS, at the option of each jurisdiction) in conjunction with the delivery of equipment. The video will provide basic instruction on the preparation, set up and use of the accessible voting system. The video shall be suitable for use as part of a training program for election officials. The video shall be closed-captioned and audio described.
10. The Contractor shall provide materials suitable for voter education programs. All materials shall be provided in formats that are accessible to individuals with a wide range of disabilities.

D. Warranty and Maintenance.

1. The Contractor shall provide:

- a. A warranty on all parts, labor, and equipment. The warranty shall, at a minimum, be in effect from the time of purchase through the first two even numbered year election cycles in which the equipment is used.
- b. All hardware and software patches to repair defects in the system at no charge to the using entity throughout the term of this contract and the duration of the warranty.
- c. One complete set of user and technical documentation for all hardware and components required to operate each system for the Department of State and each local election official, in both a printed and electronic format. The information must also be available in formats that are accessible to individuals with a wide range of

disabilities. New documentation should be provided when any changes to the user interface occur.

- d. Well-trained support personnel for all activities that are the Contractor's responsibility.

2. All service technicians shall:

- a. Be well trained and experienced in the maintenance and repair of the accessible voting system, and capable of replacing malfunctioning equipment in the polling place.
- b. Have reliable dedicated transportation of sufficient size to accommodate the transport of voting equipment.
- c. Respond to calls placed on election day within two hours of receipt of the call, unless an earlier response time is provided for under the terms of the warranty or post warranty maintenance agreement.
- d. Replace an accessible voting system on election day that cannot be repaired within one hour following arrival at the polling location at which the equipment is used.
- e. Maintain a reasonable supply of spare parts and components necessary to repair malfunctioning equipment and return it to service on election day.
- f. Have cellular telephones or other means of real time communication on election day so that service technicians may be dispatched to polling locations that are experiencing system problems.

E. Election Administrative Support.

1. The Contractor shall provide:

- a. A Project Manager who will serve as the principal point of contact for the Contractor with the Department of State.
- b. A staff (minimum of one) and office in Michigan as long as the Contractor is fulfilling contract requirements unless otherwise approved in writing by the Department of State
- c. A plan designed to provide state and local users with the training, technical support and election day support necessary to administer elections from the time of purchase through the first two even-numbered year election cycles in which the equipment is used, including odd year elections. Support costs shall be included in the unit price and will cover training and assistance on the following:
 - 1) Pre-election programming set-up.
 - 2) Pre-election logic and accuracy testing.
 - 3) Election day support during entire time the polls are open.

For more information on training requirements, please refer to the information provided above under **Section 1.104C, Training and User Information.**”

F. Modification Requirements.

1. The U.S. Election Assistance Commission (EAC) is currently in the process of adopting new Voluntary Voting System Guidelines. The Public Comment period is closed; the Commission is taking final steps to adopt the draft Guidelines. New Federal voting system guidelines will result and will take effect 24 months after final adoption by the EAC. The voting system shall be in compliance with the 2005 federal guidelines by the effective date established by the EAC. If the system is not compliant by the effective date, the contractor may be considered in breach of contract.

The cost of making the required changes shall be itemized in the Cost Matrix, Appendix D. The currently proposed Voting System Guidelines can be accessed on the internet at <http://guidelines.kennesaw.edu/vvsg/intro.asp>. The Contractor may request Federal HAVA funds for the costs of making required changes to comply with the 2005 guidelines after the Contractor has implemented the changes to comply with the new guidelines. The State will not allocate any additional Federal HAVA funds for implementing the new Voting System Standards beyond what is listed in the Cost Matrix, Appendix D.

The Contractor Shall:

- a. Make system modifications to comply with new requirements.
 - b. Obtain re-certification from the appropriate ITA as needed.
 - c. Obtain Board of State Canvassers’ approval in time to comply with the requirements of Federal law and/or guidelines.
 - d. Apply modifications to all systems sold during the term of this contract at no cost to the State or jurisdictions.
2. During the contract and warranty period, if changes occur in *Federal* voting systems guidelines beyond those anticipated in 1. above requiring modifications to hardware, software or components, such changes will be accepted through the change notice process and included in the Contract as described in Section 1.403, Change Management.

The Contractor shall:

- a. Make system modifications to comply with new requirements.
- b. Obtain re-certification from the appropriate ITA as needed.
- c. Obtain Board of State Canvassers’ approval in time to comply with the requirements of Federal law and/or guidelines.
- d. Apply modifications to all previously installed systems at no cost to the Department of State or users.

3. During the contract and warranty period, if changes occur in *Michigan's* voting systems guidelines requiring modifications to hardware, software or components, such changes will be accepted through the change notice process and included in the Contract as described in **Section 1.403, Change Management**.

The Contractor shall:

- a. Provide a cost proposal for implementing required changes on a statewide basis. Any proposed costs associated with implementing required changes shall be negotiated through the State of Michigan's procurement process.
 - b. Make system modifications to comply with new requirements.
 - c. Obtain re-certification from the appropriate ITA as needed.
 - d. Obtain Board of State Canvasser approval in time to comply with the requirements of State law.
 - e. Make the changes available for local jurisdictions to purchase based on statewide pricing as negotiated with the Department of State.
4. The Department of State requests that any modifications needed after delivery due to changes in federal and/or state laws occurring during the contract and warranty period be provided at no additional cost as long as such modifications are both technically feasible and commercially reasonable to perform.

In the event that the required modifications are not technically feasible, commercially reasonable, or require a hardware change, the contractor and the Department of State will jointly review and agree upon the scope of, and cost for, any modifications required by such changes in federal and/or state law.

G. Delivery Requirements

The Contractor shall deliver system equipment, hardware, software, and necessary components and perform as necessary to successfully implement the accessible voting systems in accordance with the timeline dates listed in **Section 1.101C.1, Scope of Work**.

The Department of State shall determine the quantities of State provided equipment to be delivered within each county. The quantities will be listed on each county purchase order. Purchase orders will be initiated by the Department of State on a county-by-county basis. Unless otherwise requested, the deliverables shall be shipped directly to each jurisdiction at the location specified in the purchase order. The Contractor is responsible for unloading all deliverables and removing products from their packaging. The Contractor will also be required to dispose of the packaging.

The Contractor shall establish a means to track delivery and shall communicate this information to the Department of State Contract Compliance Inspector in compliance with provisions of **Section 1.302, Reports**.

1.2 ROLES AND RESPONSIBILITIES

1.201 Contractor Staff, Roles, And Responsibilities

The Department of State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the Department of State.

The Bidder shall certify in its proposal that its Project Manager shall not change during the first 180 days of the Contract. After the first 180 days of the Contract, the Contractor shall not remove or reassign Key Personnel without the Department of State's prior written approval. In addition, Key Personnel shall not be removed or reassigned until they have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the Department of State may be considered by the Department of State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel shall be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

The Contractor may also avoid a material breach if it removes Key Personnel with the approval of the Contract Compliance Inspector and have the Contract Compliance Inspector's approval of replacement Key Personnel. Assignment of new Key Personnel without prior approval of the Contract Compliance Inspector will still be deemed unsatisfactory and subject to contract cancellation. The Department of State, in its sole discretion, may require the Contractor to provide documentation on such removal of Key Personnel, and such documentation may be posted on the program Web page to provide other counties with due warning of such events.

Bidder(s) shall maintain a staff and office in Michigan as long as the Contractor is fulfilling contract requirements unless otherwise approved in writing by the Department of State.

The Department of State and the Contractor agree that the following personnel are Key Personnel for purposes of this Contract:

Name: _____ Title: Project Manager

1.202 State Staff, Roles, And Responsibilities

The Bureau of Elections will facilitate the purchasing process throughout the State. Bureau of Elections contact information will be provided to all awarded vendors after the final contract has been executed.

Tom Luitje, Department Analyst
Department of State
Bureau of Elections
430 W. Allegan St, 1st Floor
Lansing, MI 48918
Phone: (517) 241-2541
Email: LuitjeT@michigan.gov

1.203 Other Roles And Responsibilities

The Department of State will coordinate planning with the Contractor in regard to purchases. Department of State contact information will be provided to all awarded vendors after the final contract has been executed. The participation of the disabilities community is desired in conducting training programs described above. The Bureau of Elections will solicit the involvement of the disabilities community as training programs are developed.

1.3 PROJECT PLAN

1.301 Project Plan Management

The Contractor will carry out this project under the supervision of the Department of State through the Contract Compliance Inspector.

- A. Although there will be continuous liaison with the Contractor team, the Contract Compliance Inspector will meet as required with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- B. The Contractor will submit brief written **monthly** summaries of progress which 1) outlines the work accomplished during the reporting period; 2) outlines work to be accomplished during the subsequent reporting period; 3) lists problems, real or anticipated, which should be brought to the attention of the Department of State's project director and 4) notifies the Department of State of any significant deviation from previously agreed-upon work plans.
- C. Within one month following execution of the contract each qualified Contractor will submit a work plan to the Department of State Contract Compliance Inspector for final approval. The final plan shall include the following:
 - 1. The Contractor's organizational structure for this project.
 - 2. The Contractor's staffing table with names and title of personnel assigned to the project as detailed in Section 1.201, Contractor Staff, Roles and Responsibilities and Article 1B.

1.302 Reports

A. Reporting and Complaint Resolution

The Contractor shall inform the Department of State Contract Compliance Inspector on a per occurrence basis of any hardware or software system error occurrences resulting from design or manufacturing defects in any jurisdiction outside of Michigan in which the voting system is being used. All such errors shall be fully analyzed and documented as to their cause and remedy.

The Contractor shall ensure continuous and immediate access to its project manager for the purpose of receiving and resolving complaints from the using entities. Such access shall be by the manner described in the Contractor's proposal or as may subsequently be agreed to in writing by the Department of State.

For the period covered by the warranty, the Contractor shall develop a complaint resolution tracking process that will be submitted for the Department of State Contract Compliance Inspector's approval within 20 working days after the contract start date.

The Contractor shall provide a monthly Summary Complaint Report to the Contract Compliance Inspector. However, during July, August, October, and November of 2006 and 2008, these reports will be required on a weekly basis. If there are no complaints, the Contractor shall provide a statement to that effect.

The summary report shall include:

1. The name of the person issuing the complaint.
2. The using entity represented by the person.
3. Complaint type.
4. Complaint resolution.
5. Pending and unresolved complaints.
6. Other information specified by the Department of State.

B. Business Reports

To ensure the lowest possible price, approved Contractors shall provide a list of customers and sale prices of equipment (that match or are equivalent to equipment sold to the State) sold outside the State during the term of this contract. This list shall be provided to the Contract Compliance Inspector on a quarterly basis.

1.4 PROJECT MANAGEMENT

1.401 Issue Management

The following issues will have an impact on the successful completion of this project:

- A. The timeline for equipment delivery, installation and final training is dependent on when jurisdictions hold elections in 2006.
- B. The ability of the Contractor to produce the required number of accessible voting systems given the level of demand nationally in a short period of time.
- C. Given the short rollout time frame, the complexity of the new equipment, and the high level of national demand, being able to perform all tasks, especially training in a timely manner.

Bidder should propose a standard issue management process as part of its bid response, including the above mentioned items specifically.

1.402 Risk Management

The following risks may have an impact on the successful completion of this project:

- A. Ongoing changes may be instituted in the Voluntary Voting System Guidelines issued by the EAC.
- B. Individual disability advocacy groups may differ in their support and opposition to specific types of voting systems proposed and eventually selected.
- C. Delays in the contract and purchase processes may call for contingency plans for meeting HAVA deadlines for federal elections in 2006.

Bidder should propose a standard risk management process as part of its bid response, including the above mentioned items specifically.

1.403 Change Management

Any proposed changes to this contract must receive the State's Project Manager's written approval and submitted and issued through the DMB change notice process.

1.5 ACCEPTANCE

1.501 Criteria

The following criteria will be used by the Department of State to determine Acceptance of the Services and/or Deliverables provided under this SOW.

The Department of State will work with county and local jurisdiction election officials to confirm that all delivery, installation, testing, training and all other required deliverables have been completed in accordance with agreed upon county plans. This confirmation will be obtained in writing from the Department of State, county and local officials via a receipt/acceptance form prepared by the Department of State.

Acceptance testing of hardware and software will be performed as detailed in **Section 1.104B., Delivery, Installation and Acceptance Testing of the Accessible Voting System.**

1.502 Final Acceptance

- A. Final acceptance will take place:
 - 1. When all accessible voting systems are delivered and accepted by the local jurisdictions.
 - 2. When all training has been delivered to local and State election officials.
 - 3. When all responsibilities to maintain the accessible voting systems have been completed through the warranty period.

1.6 COMPENSATION AND PAYMENT

Any contract resulting from this ITB will be the "master contract" between the Contractor and the Department of State that secures pricing for the distribution of accessible voting equipment to local jurisdictions.

The Contractor will be required to enter into a contractual “purchase agreement” with each local jurisdiction. Typically, this document is the purchase agreement provided by the Contractor. Each Contractor’s purchase agreement will be used for this purpose, and will be reviewed and accepted by the Department of State before the execution of the master contract. The terms and conditions of this agreement shall not contradict the master contract. The terms of the master contract will supercede any conflicting terms in the purchase agreement.

The Department of State will enter into a “grant agreement” with every local jurisdiction that will authorize distribution of approved equipment. This grant agreement will state that ownership of all equipment and components lies with the local jurisdiction. The grant will also prescribe receipt and acceptance test procedures that must be followed by the local jurisdiction. This grant agreement shall not contradict any terms in the master contract. The terms of the master contract supercede any conflicting terms in the grant agreement.

The Department of State will facilitate purchase orders for the jurisdictions within each county based upon a statewide implementation schedule. The Department of State will issue the purchase order directly to the Contractor on behalf of each jurisdiction within each county. Purchase orders will include the shipping address, billing address, and items specified for each jurisdiction. No partial shipments are to be made unless approved in writing by the Department of State.

The contractor will notify the local jurisdictions within each county to make delivery arrangements. The Contractor is responsible for invoicing the Department of State directly for each county after delivery is complete for all jurisdictions within the county. The invoice will include the total number of voting systems delivered to each jurisdiction within the county and be itemized by jurisdiction. The Contractor will reference the original Purchase Order Number on all invoices for payment. All invoices will be sent directly to the Department of State and shall reflect actual work completed.

Every accessible voting system must successfully complete acceptance testing before payment is made to the Contractor. Acceptance testing must be completed by each local jurisdiction within 10 days after delivery and will consist of tests prescribed by the Department of State. (To complete the tests, the Contractor shall provide the necessary programming and test ballots. Sample ballots will be provided by the Department of State.) Acceptance testing can be performed in a central location if approved by the local jurisdictions involved, but the Contractor must make final delivery to the local jurisdiction. Each jurisdiction shall forward certification of the successful completion of acceptance testing to the Department of State within 10 days of delivery.

The Department of State will authorize and release full payment for each county purchase order once all county receipt/acceptance forms and the county invoices are received and verified.

The cost proposal must identify and itemize all costs involved in fulfilling all deliverables and must be included in a per unit voting system price, see **Section 2.93, Pricing** and **Appendices D and E** for more information.

1.7 ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO THIS SOW

1.701 Costs Associated with Non-Performance

If the Contractor is unable to provide compliant equipment to the State, county, or local units of government within required timeframes (**refer to Section 1.101C.2, Major Tasks, Timeline**), forcing certain jurisdictions to rent or otherwise procure compliant equipment for an election or elections, the Contractor shall be required to reimburse all costs incurred as a result of the non-performance. Reimbursement costs may include all costs related to the rental/procurement for the affected election(s), including but not limited to equipment, hardware, software, delivery, training, personnel/staffing, set-up, testing and any needed supplies.

1.702 Source Code Escrow

- A. Definition. "Source Code Escrow Package" shall mean:
1. A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
 2. A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
 3. Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.
- B. Delivery of Source Code into Escrow. Contractor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within thirty (30) days of the execution of this Contract.
- C. Delivery of New Source Code into Escrow. If at any time during the term of this Contract, the Contractor provides a maintenance release or upgrade version of the licensed software, Contractor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the Department of State with notice of the delivery.
- D. Verification. The Department of State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.
- E. Escrow Fees. All fees and expenses charged by the Escrow Agent will be paid by the Contractor.
- F. Release Events. The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:
1. The Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a

receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;

2. The Contractor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Contractor to fail to meet its warranties and maintenance obligations in the foreseeable future;
3. The Contractor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.
4. The Department of State or an authorized agent of the Department of State shall be able to obtain the software for purposes of analyzing and testing the software.

G. Release Event Procedures. If the Department of State desires to obtain the Source Code Escrow Package from the Escrow Agent upon the occurrence of an Event in Section I-SS, then:

1. The Department of State shall comply with all procedures in the Escrow Contract;
2. The Department of State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract and MCL 168.797c;
3. If the release is a temporary one, then the Department of State shall promptly return all released materials to Contractor when the circumstances leading to the release are no longer in effect.

H. License. Upon release from the Escrow Agent pursuant to an event described in Section (f) (i)(ii) and (iii), the Contractor automatically grants the Department of State a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create Derivative Works. Further, the Department of State shall have the right to use the Source Code Escrow Package in order to maintain and support the licensed software so that it can be used by the Department of State as set forth in this Contract.

1. Derivative Works. Any Derivative Works to the source code released from escrow which are made by or on behalf of the Department of State shall be the sole property of the Department of State. The Department of State acknowledges that its ownership rights are limited solely to the Derivative Works and do not include any ownership rights in the underlying source code.

ARTICLE 1B – EVALUATION INFORMATION

REQUIRED VENDOR INFORMATION

Please provide the following required Vendor information. Failure to respond to each requirement may disqualify the Vendor from further participation in this ITB.

1B.100 Vendor Information

1B.101 Vendor Name and Address

Name, address, principle place of business, and telephone number of legal entity with whom contract is to be written.

Name: _____

Address: _____

City, State, Zip: _____

Phone: (____) _____

Web Page: _____

1B.102 Location Address

Address: _____

City, State, Zip _____

1B.103 Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: _____

In addition, please provide:

- (a) Company Sales Volume for the last five (5) years.

(b) Size and location of facilities that will be involved in any resulting contract.

1B.104 ITB Contact

Name, title, address, email, phone and fax numbers for Vendor's ITB Contact.

Name: _____

Address: _____

City, State, Zip: _____

Phone: (____) _____

Fax: (____) _____

Email: _____

Note: Person named above will be sole contact for your company to receive the Contract.

Include the name and telephone number of person(s) in your company authorized to expedite any proposed contract with the Department of State.

1B.200 Qualifications

1B.201 Prior Experience

Indicate the prior experience of your firm that you consider relevant to your ability to successfully manage a contract for the commodity or service defined by this Invitation to Bid. Include sufficient detail to demonstrate the relevance of this experience. Letters or other documentation regarding the usability of the voting system from recognized disability advocacy organizations are desirable. Proposals submitted should include, in this section, descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed. Also, include the name, address, and phone number of the responsible official of the customer organization who may be contacted. To insure a quality bid result, and fair evaluation, it is important that the information requested in these sections is appropriate and relevant to the project being bid.

Bidders shall provide 3 (three) specific references with their proposal.

1B.202 Staffing

The written proposal should indicate the competence of personnel whom the Vendor intends to assign to the project as specified Section 1.2. Qualifications will be measured by education and /or experience, with particular reference to experience on projects similar to that described in the ITB. Emphasis will be placed upon the qualifications of Vendor's Project Manager and the Manager's dedicated management time as well as that of other Key Personnel working on this

project. To insure a quality bid result, and fair evaluation, it is important that the information requested in these sections is appropriate and relevant to the project being bid.

For all personnel identified in Section 1.2, Vendor must provide resumes, which shall include detailed, chronological work experience. To insure a quality bid result, and fair evaluation, it is important that the information requested in these sections is appropriate and relevant to the project being bid.

Vendor must provide a list of all subcontractors, including firm name, address, contact person, and a complete description of the work to be contracted. Include descriptive information concerning subcontractor's organization and abilities. Emphasis may be given to vendors demonstrating experience with staffing that includes individuals with disabilities and/or individuals trained in areas involving disability issues and techniques.

1B.203 Past Performance

Please list any contracts that you have had with the State of Michigan in the last ten (10) years.

1B.204 Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three (3) years. Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and determined that the Vendor was in default.

If no such terminations exist, the Vendor must affirmatively state this.

Note: If the Vendor has had a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number Acquisition Services will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience.

Termination

Reason: _____

1B.300 Disclosures

1B.301 Disclosure of Litigation

- (a) Disclosure. Vendor must disclose any material criminal litigation, investigations or proceedings involving the Vendor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Vendor (and each Subcontractor) must disclose to the State any material civil litigation, arbitration or proceeding to which Vendor (or, to the extent Vendor is aware, any Subcontractor hereunder) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Vendor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Vendor or, to the extent Vendor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Vendor's bid response. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the Department of State from Vendor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

1B.302 Disclosure of ITB Assistance

The Vendor shall notify the Department of State in its bid proposal, if it, or any of its subcontractors, or its officers or directors have assisted with the drafting of this ITB, either in whole, or in part. This includes the conducting or drafting of surveys designed to establish a system inventory, and/or arrive at an estimate for the value of the solicitation.

The Vendor shall provide a listing of all materials provided to the Department of State by the Contractor, or by the Department of State to the Contractor, containing information relevant to this ITB, including, but not limited to: questionnaires, requirements lists, budgetary figures, assessments, white papers, presentations, ITB draft documents. The Vendor shall provide a list of all individuals within the State with whom any of their personnel, and/or subcontractors' personnel has discussed this ITB or any portion of this ITB.

The following constitutes a list of actions that would preclude the developer/co-developer of an Invitation to Bid from bidding on an ITB. This list is not comprehensive, and the Department of State reserves the right to disqualify any Vendor, if the Department of State determines that the Vendor has used its position (whether as an incumbent Vendor, or as a Contractor hired to assist with the ITB development, or as a Vendor offering assistance gratis), to gain a leading edge on the competitive solicitation:

- A.** The ITB development results in a "unique solution," having proprietary influence for the benefit of the developer, or a very limited source list. The resulting ITB must be of a nature that displays neutrality and fairness; any implication of impropriety will preclude the developer from participating in the ensuing bid process.
- B.** Retaining information assembled or compiled for the development of the ITB by the developer. The Contractor must share all pertinent information assembled for the ITB

development, by making such information equally and fully available to all potential bidders, via the DMB Acquisition Services Buyer.

- C.** The use of information assembled that would lead to an early response to the ITB by the ITB developer. This includes, but is not limited to: assessments, surveys, white papers, ITB draft documents, questionnaires, requirements lists, budgetary figures, presentations, notes from conversations with State personnel, and any other form of information resulting in a competitive advantage.

ARTICLE 2 – GENERAL TERMS AND CONDITIONS

2.0 Introduction

2.001 GENERAL PURPOSE

The Contract is for an Accessible Voting Systems for the State of Michigan. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the contract period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be forwarded directly to the Contractor by the Department of State on behalf of the local units of government on the Purchase Order Contract Release Form.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Michigan Department of Management and Budget
Acquisition Services
Attn: **Laura Gyorkos**
Mason Building
530 W. Allegan St.
Lansing, MI 48909
Email: GyorkosL@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery,

if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately 03/01/2006 through 03/01/2009. Contract issuance is contingent upon State and Federal appropriations and approval by the State Administrative Board, pursuant to the DMB Act, 1984 Public Act 431.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

- MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)
- MI OSHA MCL §§ 408.1001 – 408.1094
- Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.
- Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.
- MI Consumer Protection Act MCL §§ 445.901 – 445.922
- Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.
- Department of Civil Service Rules and regulations
- Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.
- Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.
- MCL §§ 423.321, et seq.
- MCL § 18.1264 (law regarding debarment)
- Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.
- Contract Work Hours and Safety Standards Act (CWHSA) 40 USCS § 327, et seq.
- Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795
- Rules and regulations of the Environmental Protection Agency
- Internal Revenue Code
- Rules and regulations of the Equal Employment Opportunity Commission (EEOC)
- The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106
Sherman Act, 15 U.S.C.S. § 1 et seq.
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.
Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

2.008 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document, with all enclosures and attachments as listed herein, constitutes the complete, exclusive, final and entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this document was originally executed.

2.010 SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be forwarded by the Department of State on behalf of local units of government through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations

2.101 ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are

identified accurately before and after each of the Contractor's ownership or officer changes; and

4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and/or local units of government and used prior to, during or after the calendar year 2000, includes or shall include, at no added cost, design and performance so neither the State nor local units of government experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.104 IT STANDARDS

1. EXISTING TECHNOLOGY STANDARDS. The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://michigan.gov/dit>.
2. PM METHODOLOGY STANDARDS. The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. This policy is referenced in the document titled "Project Management Methodology" – DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may obtain a copy of this procedure, as well as the State of Michigan Project Management Methodology, from the Department of Information Technology's website at <http://www.michigan.gov/projectmanagement>.

The contractor shall use the State's PPM to manage State of Michigan Information Technology (IT) based projects. The Requesting agency will provide the applicable documentation and internal agency processes for the methodology. If the vendor requires training on the methodology, those costs shall be the responsibility of the vendor, unless otherwise stated.

3. ADHERENCE TO PORTAL TECHNOLOGY TOOLS. The State of Michigan, Department of Information Technology, has adopted the following tools as its Portal Technology development efforts:

- Vignette Content Management and personalization Tool
- Inktomi Search Engine
- E-Pay Payment Processing Module
- Websphere Commerce Suite for e-Store applications

Vendors must use the Portal Technology Tools to implement web content management and deployment efforts for agencies. Tools used for web-based application development must work in conjunction with Vignette and Inktomi. The interaction with Vignette and Inktomi must be coordinated with the Department of Information Technology, Enterprise Application Services Office, e-Michigan Web Development team.

Under special circumstances vendors that are compelled to use alternate tools must submit an exception request to the Department of Information Technology, Enterprise Application Services Office, e-Michigan Web Development team, for evaluation and approval of each alternate tool prior to proposal evaluation by the State.

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE)

RESERVED

2.106 PREVAILING WAGE

RESERVED

2.107 PAYROLL AND BASIC RECORDS

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

2.109 CALL CENTER DISCLOSURE

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor/Vendor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State and/or local units of government a right to invoke all remedies available to it under the master contract and/or subsequent contracts.

2.202 CONTRACT PAYMENT SCHEDULE

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon the result of this RFP. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

2.203 POSSIBLE PROGRESS PAYMENTS

RESERVED

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered)

RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 PERFORMANCE OF WORK BY CONTRACTOR

RESERVED

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon State and Federal appropriations. Total liability of the State is limited to terms and conditions of the Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

Bidder must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that bidder provided in the bid.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan and local units of government, the State and local units of government are exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan and local units of government may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State and local units of government's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;

3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such

claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

2.307 CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

2.308 FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 PURCHASING FROM OTHER STATE AGENCIES

2.311 TRANSITION ASSISTANCE

2.312 WORK PRODUCT

Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.

Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product,

and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.

The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

2.313 PROPRIETARY RIGHTS

Rights in Data

- (a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to the Contract. Contractor will not use the State's data for any purpose without prior approval from the State. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.
- (b) The State is and shall remain the owner of all State-specific data pursuant to the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State shall only use personally identifiable information as strictly necessary to utilize the Services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The State shall comply at all times with all laws and regulations applicable to such personally identifiable information.

Ownership of Materials

State and Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State.

2.314 WEBSITE INCORPORATION

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content

and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.3 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Tom Luitje, Department Analyst
Department of State
Bureau of Elections
430 W. Allegan St, 1st Floor
Lansing, MI 48918
Phone: (517) 241-2541
Email: LuitjeT@michigan.gov

2.402 PERFORMANCE REVIEWS

Acquisition Services in conjunction with various state agencies may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State

during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated, discontinued or refurbished merchandise. Shipping of such merchandise to the State and/or local units of government, as a result of an order placed under the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

2.502 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods)

Warranty of Merchantability – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

Warranty of fitness for a particular purpose – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is

relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
10. The Contractor is qualified and registered to transact business in all locations where required.
11. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with

Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

2.507 SOFTWARE WARRANTIES

(a) Performance Warranty

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of ninety (90) days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

(b) No Surreptitious Code Warranty

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain in any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the

owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

(c) Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure calendar year rollover compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

(d) Third-party Software Warranty

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor shall provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice shall include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.508 EQUIPMENT WARRANTY

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the local units of government, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Except for Election Day (**see Section 1.104D**), the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract within 10 business days of notification from the State. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any. "Election Day" is defined as any day on which an election is held.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State and local units of government any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

Refer to **Section 1.104.D Work and Deliverables, Warranty and Maintenance** for additional information regarding warranty requirements.

2.509 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than thirty (30) days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State shall be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the local unit of government shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice.

This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State

determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be

immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

2.703 LIQUIDATED DAMAGES

RESERVED

2.704 STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
 - a) Cancel the stop work order; or
 - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.

2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and

- b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

2.705 SUSPENSION OF WORK

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

2.7 Changes, Modifications, and Amendments

2.801 APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

2.90 WORKPLACE DISCRIMINATION

The Contractor represents and warrants that in performing services for the State pursuant to this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each

subcontractor. This covenant is required pursuant to the Elliott-Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq., and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of the Contract or purchase order.

Vendor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

2.91 LABOR RELATIONS

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an **unfair labor practice** compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

The Contractor represents and warrants that the company does not appear in the current register of employers failing to correct an unfair labor practice.

2.92 LIABILITY INSURANCE

A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See www.michigan.gov/cis

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:

- 1. Commercial General Liability with the following minimum coverage:
 - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit
 - \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

B. Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.93 PRICING

1. Prices/rates quoted in APPENDIX D Cost Proposal Form for all items are the maximum for the duration of the Contract and shall be no higher than the prices charged to any non-Federal government purchaser during the last eighteen months. The prices quoted shall be firm for the duration of the contract.
2. The Bidder shall guarantee that, for the term of the contract, the prices quoted in APPENDIX D Cost Proposal Form for all items shall be no higher than the prices that are charged to any customer other than the Federal Government. If at any time after the commencement of this contract, the Bidder charges any lower price(s) to any other non-Federal customer for the same or equivalent item(s), it shall adjust its Michigan price(s) for the same item(s) purchased thereafter to no more than the price(s) charged to any other non-Federal customer.
3. Each Bidder shall present a firm fixed cost proposal. Such cost proposal shall include all costs (separate provisions for staffing, training, delivery, project management, travel, etc will not be accepted).
4. The unit price (APPENDIX D, Cost Proposal Form) listed shall include all equipment and supplies necessary to operate the voting system. The unit price shall not include the cost of a standard personal computer and/or commercially available software programs needed to operate the voting system. Such equipment requirements, however, shall be identified in the bidder's product summary.
5. The per unit cost for implementing new FEC Voting System Guidelines (APPENDIX D, Cost Proposal Form) listed shall include all costs (if any) associated with modifications necessary to comply with new FEC Voting System Guidelines.
6. In addition to the information provided in APPENDIX D Cost Proposal Form, Bidder(s) shall also provide a breakdown of unit costs as specified in APPENDIX E Unit Price Breakdown. Bidders shall complete all applicable categories and include additional

cost categories if they exist. The sum of the categories shall equal the unit cost in Appendix D.

7. The Bidder shall guarantee that, for the term of the contract, ALL prices quoted in APPENDICES D and E represent the maximum amounts that will be charged.
8. Software Programming costs shall be based on the primary and general election ballots used during Oral Presentations. This information will be used by counties and local jurisdictions when requesting programming services from the Contractor.

ARTICLE 3 – CERTIFICATIONS AND REPRESENTATIONS

All bidders shall complete this section and submit with their bid or proposal. Failure or refusal to submit any of the information requested in this section may result in the bidder being considered non-responsive and therefore ineligible for award consideration. The State may also pursue debarment vendors that fail or refuse to submit any of the requested information.

In addition, if it is determined that a business purposely or willfully submitted false information, the bidder will not be considered for award, the State will pursue debarment of the vendor, and any resulting contract that was established will be cancelled.

3.0 Vendor/Contractor Information
3.001 TAXPAYER IDENTIFICATION NUMBER (TIN)

Vendor Name: _____

() TIN: _____

() TIN has been applied for

() TIN is not required because:

() Vendor/Contractor is a nonresident, alien, foreign business that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal agent in the U.S.

() Vendor/Contractor is an agency or instrumentality of a foreign government. If checked, which foreign government _____

() Vendor/Contractor is an agency or instrumentality of a federal, state, or local government. If checked, which government _____

() Other basis: _____

() Bidder is not owned or controlled by a common parent as described below. Common Parent means a corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which bidder is a member.

() Bidder is owned or controlled by a common parent

() Name and TIN of common parent

Name: _____

TIN: _____

3.002 EXPATRIATED BUSINESS ENTITY

DEFINITIONS: "Expatriated business entity" means a corporation or an affiliate of the corporation incorporated in a tax haven country after September 11, 2001, but with the

United States as the principal market for the public trading of the corporation's stock, as determined by the Director of the Department of Management and Budget

"Tax haven country" means each of the following: Barbados, Bermuda, British Virgin Islands, Cayman Islands, Commonwealth of the Bahamas, Cyprus, Gibraltar, Isle of Man, the Principality of Liechtenstein, the Principality of Monaco, and the Republic of the Seychelles.

Vendor hereby certifies that it IS _____, IS NOT _____ an expatriated business entity located in a tax haven country.

Vendor hereby certifies that it IS _____, IS NOT _____ an affiliate of an expatriated business located in a tax haven country.

3.003 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

Vendor is not required to have a DUNS number. If vendor does have a DUNS number it must be listed below.

DUNS No.: _____
(nine digit number assigned by Dun & Bradstreet)

DUNS+4 No.: _____
(DUNS + a 4-character suffix)

If the contractor/vendor does not have a DUNS number and would like to, it should contact Dun & Bradstreet directly to obtain one. Contractor may obtain a DUNS number by calling Dun & Bradstreet at 1-866-705-5711 or via the Internet at www.dnb.com.

3.004 RESERVED for Vendor Registration Into a Central Database

3.005 RESERVED for annual certifications and representations in Central Data Base

The bidder has (check the appropriate block):

() Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ (insert date of signature on submission), which are incorporated herein by reference, and are current, accurate, and complete as of the date of this bid, except as follows (insert changes that affect only this solicitation; if "none," so state): _____

() Enclosed its annual representations and certifications.

3.006 RESERVED

3.1 Disclosure Issues

3.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) that is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in

confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

Protection of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent is closing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access thereto in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, 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 employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

News releases

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

Exclusions

Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing

party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

No Implied Rights

Nothing contained in this Section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

Remedies

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

Survival

The parties' respective obligations under this Section shall survive the termination or expiration of this Contract for any reason.

Destruction of Confidential Information

Promptly upon termination or cancellation of the Contract for any reason, Contractor shall certify to the State that Contractor has destroyed all State Confidential Information.

_____ (Initial)

3.102 FREEDOM OF INFORMATION ACT

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq

_____ (Initial)

3.103 RESERVED

**3.2 Vendor/Contractor Compliance with Laws
3.201 GENERALLY**

Contractor/vendor shall keep informed of federal, state, and local laws, ordinances, rules, regulations, orders, and decrees of bodies or tribunals having any jurisdiction/authority that in any manner affects those engaged in or employed on the work done under this agreement or that in any manner affects the conduct of the work done under this agreement. Contractor shall observe and comply with such laws, ordinances, rules, regulations, orders, and decrees. Contractor shall indemnify the state for any civil claim or liabilities arising from a violation of such laws, ordinances, rules, regulations, orders, or decrees, whether by itself or its employees, even if wholly or in part caused by a violation of such laws, ordinances, rules, regulations, orders, or decrees by the state or its agents or representatives.

3.202 INDEPENDENT PRICE DETERMINATION

1. By submission of a proposal, the bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - a. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor; and
 - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to award directly or indirectly to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
2. Each person signing the proposal certifies that she/he:
 - a. Is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to l. a., b., and c. above; or
 - b. Is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to l. a., b., and c. above.
3. Should a bidder be awarded a Contract resulting from this RFP, and be found to have failed to abide by the provisions set forth in this section, said entity will be in default of the Contract. Consequences may include cancellation of the Contract (see section I-U Cancellation).

3.203 VENDOR/CONTRACTOR COMPLIANCE WITH STATE AND FEDERAL LAW AND DEBARMENT

The bidder certifies, to the best of its knowledge that within the past (3) years, the bidder, an officer of the bidder, or an owner of a 25% or greater interest in the vendor:

- 1) Has _____, Has Not _____ been convicted of a criminal offense incident to the application for or performance of a state contract or subcontract;
- 2) Has _____, Has Not _____ been convicted of any offense which negatively reflects on the vendor's business integrity, including but not limited to embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, state or federal antitrust statutes;

- 3) Has _____, Has Not _____ been convicted of any other offense, violated any other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which, in the opinion of the Department, indicates that the vendor is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan. An offense or violation under this paragraph may include, but is not limited to, an offense under or violation of: Natural Resources and Environmental Protection Act, 1994 PA 451, MCL §§ 324.101 – 324.90106; the Michigan Consumer Protection Act, 1976 PA 331, MCL §§ 445.901 – 445.922; 1965 PA 390 (law relating to prevailing wages on state projects), MCL §§ 408.551 – 408.558; 1978 PA 390 (law relating to payment of wages and fringe benefits) MCL §§ 408.471 – 408.490; or a willful or persistent violation of the Michigan Occupational Safety and Health Act, 1974 PA 154, MCL §§ 408.1001 – 408.1094;
- 4) Has _____, Has Not _____ failed to substantially perform a state contract or subcontract according to its terms, conditions, and specifications within specified time limits;
- 5) Has _____, Has Not _____ violated Department bid solicitation procedures or violated the terms of a solicitation after bid submission;
- 6) Has _____, Has Not _____ refused to provide information or documents required by a contract including, but not limited to information or document necessary for monitoring contract performance;
- 7) Has _____, Has Not _____ failed to respond to requests for information regarding vendor performance, or accumulated repeated substantiated complaints regarding performance of a contract/purchase order; and
- 8) Has _____, Has Not _____ failed to perform a state contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.
- 9) The vendor certifies and represents, to the best of his knowledge that the supplier and/or any of it's Principles:
 - A. Are _____, Are Not _____ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of a purchase by any state or federal agency
 - B. Has _____, Has Not _____ not with in a 3-year period preceding this bid, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) purchase.
 - C. Are _____, Are Not _____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, the commission of the any of the offenses enumerated in section 3.1(c) of this contract.
 - D. The vendor Has _____, Has Not _____ within a 3-year period preceding this solicitation had one or more purchases terminated for default by any state or federal agency.

3.204 CERTIFICATION REGARDING DEBARMENT AND PROPOSED DEBARMENT

- 1) Principals for purposes of section 3.203(9) means officers, directors, owners, partners, and any other persons having primary management or supervisory responsibilities within a business entity
- 2) The supplier shall provide immediate written notice to the state if, at any time before the purchase award, the supplier learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances
- 3) A certification that any of the items in paragraph 3.203(9)(A) of this provision exists will not necessarily result in withholding an award under this solicitation. However, the certification will be considered in connection with a determination of the supplier's responsibility. Failure to furnish the certification or provide such information as requested by the state may render the supplier non-responsive
- 4) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph 3.203(9)(a) of this provision. The knowledge and information of a supplier is not required to exceed that which is normally possessed by a prudent person in the ordinary course of commercially reasonable dealings.
- 5) If it is later determined that supplier knowingly rendered an erroneous certification under this provision, in addition to the other remedies available to the state, the state may terminate this purchase for default.

VENDOR CAN REVIEW THE STATE'S DEBARMENT POLICY AT:

www.michigan.gov/doingbusiness (click on the link to Debarment Policy)

3.205 DEBARMENT OF SUB-CONTRACTORS

Contractor shall require each primary sub-contractor, whose sub contract will exceed \$25,000, to disclose to the contractor, in writing, whether as of the time of the award of the sub contract, the sub-contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the State of Michigan. The contractor shall then inform the state of the sub-contractor's status and reasons for contractor's decision to use such sub-contractor, if contractor so decides.

3.206 ETHICS: GRATUITIES and INFLUENCE

Gratuities

The right of the contractor to proceed may be terminated by written notice, if the contracting agency head or contract administrator determines that the contractor, its agent, or its representative has offered or gave a gratuity, kickback, money, gift, or any thing of value to an officer, official, or employee of the state intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

Vendor/Contract Has _____, Has Not _____ given or offered to give a gratuity, kickback, money, gift, or any thing of value to a state official, officer, or employee intended to effectuate the awarding of a contract or favorable treatment under a contract.

Influence

The vendor/contractor by signing its proposal/bid hereby certifies to best of his or her knowledge that no funds have been given to any state officer, official, or employee for influencing or attempting to influence such officer, official, or employee of the state.

3.3 Vendor/Contractor Workplace Fitness

3.301 DRUG-FREE WORK PLACE

The vendor/contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the vendor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the work place; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction; and
- D. Notifying the contracting state agency with in 15 days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within 30 days after receiving notice under subdivision (C)(2), imposing the proper sanctions as communicated to the employee through the statement required by subparagraph (A); and
- F. Making a good-faith effort to maintain a drug-free work place through the implementation of sub paragraphs (A) through (E) above.

_____ (Initial)

3.302 WORKPLACE SAFETY

- 1. In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.
- 2. In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency

provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs.

_____ (Initial)

3.303 RESERVED

3.304 RESERVED

3.305 RESERVED

3.306 AFFIRMATIVE ACTION

Vendor represents that it Has _____, Has Not _____ developed and has on file an entity wide affirmative action program.

3.307 RESERVED

3.308 ENVIRONMENTAL AWARENESS

Definition - 'Environmentally preferable products' means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

Environmental Purchasing Policy - Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

A. Recycled Packaging. Bidders may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that Bidders offer packaging which:

- a. is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- b. minimizes or eliminates the use of polystyrene or other difficult to recycle materials
- c. minimizes or eliminates the use of disposable containers such as cardboard boxes
- d. provides for a return program where packaging can be returned to a specific location for recycling
- e. contains materials which are easily recyclable in Michigan..

B. Recycled Content of Products Offered. Bidders are expected to offer products using recovered materials suitable for the intended use whenever possible. The following definitions apply to 'Recovered Material':

'Post-Consumer Waste', is defined as any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product

'Secondary Waste', is defined as industrial by-products and wastes generated after completion of a manufacturing process that would normally be disposed.

All Bidders are requested to indicate below an estimate of the percentage of recycled materials, if any, contained in each item bid. Higher percentages of recycled materials are preferred. All recycled products and packaging are required to perform at the level outlined in bid requests.

_____ % (Total estimated percentage of recovered material)

_____ % (Estimated percentage of post-consumer material)

_____ % (Estimated percentage of secondary waste)

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

_____ (Initial)

C. Clean Air and Water

Vendor certifies that any facility to be used in the performance of this contract IS _____, IS NOT _____ listed on the Environmental Protection Agency (EPA) List of Violating facilities.

The vendor will immediately notify the state, before award, of the receipt of any communication from the EPA or the state, indicating that any facility that the vendor proposes to use in the performance of this contract is under consideration to be listed on the EPA List of Violating Facilities or any enforcement action.

D. Mercury Content. It is the clear intent of state agencies to avoid purchasing products that contain mercury whenever possible. Bidders shall offer mercury-free products when available. Should mercury-free alternatives not exist, as presently is the case with fluorescent lamps, bidders shall offer the lowest mercury content available. Bidders shall disclose whenever products contain added mercury by using the following format.

() Product does not contain Mercury

() Product does contain Mercury (attach an explanation that includes: the amount or concentration of mercury, and justification as to why that particular product is being proposed)

Bidders shall ensure that mercury added products containing mercury in excess of 1 gram or 250 ppm, shall be labeled: "contains mercury".

E. Polybrominated Flame Retardents (BFR). Bidders shall disclose whether the products being offered contain toxic flame retardants. Bidders are encouraged to provide BFR-free alternatives when available.

- () Product does not contain BFR's
- () Product does contain BFR's (attach an explanation)

F. Hazardous Material Identification. 'Hazardous material', as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

- (1) The bidder must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert 'None')	Identification Number

- (2) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (3) The apparently successful bidder agrees to submit, for each item as required prior to award, a **Material Safety Data Sheet** for all hazardous material identified in paragraph (1) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful bidder is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful bidder being considered non-responsive and ineligible for award.
- (4) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (3) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (5) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (6) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

- (7) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (a) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to:
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (b) To use, duplicate, and disclose data furnished under this clause, in precedence over any other clause of this contract providing for rights in data.
 - (c) The Government is not precluded from using similar or identical data acquired from other sources.

G. Waste Reduction Program. Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.). The following definitions apply to 'Waste Reduction':

'Recycling', means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products." This definition excludes the use of these materials as a fuel substitute or for energy production.

'Waste prevention', means any action undertaken to eliminate or reduce the amount, or the toxicity, of materials before they enter the waste stream. This action is intended to conserve resources, promote efficiency, and reduce pollution." Waste prevention includes reduction and reuse, but not recycling.

'Waste reduction', means any practice, such as an equipment or technology modification, a process or procedure modification, a reformulation or redesign of a produce, a substitution of raw materials, or improved management, training, or inventory control, which practice is undertaken by a person to directly or indirectly reduce the volume or quantity or toxicity of waste that may be released into the environment or that is treated at a location other than the location where it is produced.

'Pollution Prevention', is defined as the practice of minimizing the generation of waste at the source and, when wastes can not be prevented, utilizing environmentally sound on-site or off-site recycling or reuse. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

H. Ozone Depleting Substances

'Ozone-depleting substance', as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as:

- (1) Class I, including, but not limited to, chlorofluorocarbons, halos, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydro chlorofluorocarbons.

The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

'**Warning:** Contains (or manufactured with, if applicable) _____ (insert the name of the substance(s).), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

I. Refrigeration and Air Conditioning

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

J. Emergency Planning and Community Right-to-Know Reporting - By signing this offer, the bidder certifies that:

- (1) The owner or operator of facilities that will be used in the performance of this contract is in compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.). EPCRA filing and reporting requirements include emergency planning notification, release reporting, hazardous chemical inventory reporting, and toxic chemical release inventory (TRI) reporting.
- (2) The owner or operator of facilities that will be used in the performance of this contract will maintain compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.) for the life of the contract.

_____ (Initial)

3.309 KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS

(a) 'Forced or indentured child labor', means all work or service:

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- (b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Country of Origin

- (c) Certification. The State will not make award to a bidder unless the bidder, by checking the appropriate block, certifies to one of the following:
 - () The bidder will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
 - () The bidder may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The bidder certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the bidder certifies that it is not aware of any such use of child labor.

3.310 FORCED LABOR, CONVICT LABOR, OR INDENTURED SERVITUDE MADE MATERIALS

Contractor hereby represents and certifies that, to the best of his /her knowledge and belief no foreign (outside of the U.S.) made equipment, materials, or supplies, furnished to the state under this agreement, have been produced in whole or in part by forced labor, convict labor, or indentured servitude.

_____ (Initial)

3.4 Vendor/Contractor Demographics

3.401 SMALL BUSINESS REPRESENTATION

The vendor represents and certifies that it IS _____, IS NOT _____ a small business concern and that all _____, NOT ALL _____ end items to be furnished will be manufactured or produced by a small business concern in the US, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands

Provide the following information:

_____ (Estimate # of employees)

\$_____ (Estimate of annual revenue)

3.402 WOMEN, MINORITY, OR VETERAN-OWNED SMALL BUSINESS REPRESENTATION

DEFINITIONS:

'Women-owned business', means a small business that is at least 51% owned by a woman or women who are US citizens and who control and operate the business

The vendor represents that it IS _____, IS NOT _____ a women-owned small business.

'Minority-owned business', means a small business that is at least 51% owned by a minority or minorities who are US citizens and who control and operate the business

The vendor represents that it IS _____, IS NOT _____ a minority owned small business.

'Veteran-owned business', means a small business that is at least 51% owned by a veteran or veterans who are U.S. citizens and who control and operate the business

The vendor represents that it IS _____, IS NOT _____ a veteran owned small business.

The Contractor represents and warrants that the company meets the above (when checked) and can provide supportive documentation upon request.

3.403 OWNERS AND OFFICERS

Vendor must list all owners or officers that hold a 25% interest or more in the company (use attachment if necessary):

Name and Title	% of Interest or Ownership

3.404 RESERVED

3.5 State Concerns

3.501 GENERAL COMPANY DEMOGRAPHICS

1. Company Name: _____
2. Company Address: _____

3. Principle Place of Business (zip code): _____
4. Organization type
 - () Limited Liability Company
 - () Limited Liability partnership
 - () Corporation
 - () Partnership
 - () Health Care Provider
 - () Hospital or extended care facility
 - () Sole Proprietorship
 - () Other: _____
5. Year of establishment _____

3.502 BUSINESS OWNED BY PERSONS WITH DISABILITIES

DEFINITION: 'Business owned by persons with disabilities', means a business in which all of the following apply:

1. More than 50% of the voting shares or interest in the business is owned, controlled, and operated by 1 or more persons with disabilities
2. More than 50% of the net profit or loss is attributable to the business accrues to shareholders who are persons with disabilities
3. More than 50% of the employees of the business are residents of this State of Michigan DMB

The vendor represents that it IS _____, IS NOT _____ a small business owned by persons with disabilities.

Fraudulently representing information about the use of businesses owned by persons with disabilities to procure this contract is a violation of the Business Opportunity Act For Persons with Disabilities of 1988, PA 112, MCL 450.791 – 450.795. A person who knowingly violated this act is guilty of a felony, punishable by imprisonment up to 2 years in prison, or a fine not less than \$5,000. A person found guilty of violating this act shall be barred from obtaining future contracts with the state.

3.503 COMMUNITY REHABILITATION ORGANIZATION (Formerly Sheltered workshops)

DEFINITION: 'Community rehabilitation organization', means a charitable organization or institution conducted not for profit, but for the purpose of carrying out a recognized program

of rehabilitation for handicapped workers, which provides those individuals with remunerative employment or other occupational rehabilitating activity of an educational or therapeutic nature.

The vendor represents that it IS _____, IS NOT _____ a community rehabilitation organization

3.504 CERTIFICATION OF A MICHIGAN BASED BUSINESS

DEFINITION: To qualify as a Michigan business, vendor must have during the 12 months immediately preceding this bid deadline, or if the business is newly established, for the period the business has been in existence, it has (check all that apply):

- () Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL §§ 208.1 – 208.145; or
- () Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- () Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Authorized Agent Name (print or type)

Authorized Agent Signature

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000.

Bidder shall also indicate one of the following:

- ? Bidder qualifies as a Michigan business (provide zip code: _____)
- ? Bidder does not qualify as a Michigan business (provide name of State: _____)
- ? Principle place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)

3.505 PLACE OF PERFORMANCE

Bidder must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that bidder provided in their bid.

- (a) The bidder, in the performance of the contract, INTENDS _____, DOES NOT INTEND _____ to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance Full address	Owner/Operator of facility to be used	Percent (%) of Contract value to be Performed at listed Location

3.506 FORMER STATE EMPLOYEES

Vendor certifies that there ARE _____, ARE NOT _____ former state employees involved in the performance of this contract.

If former state employees are involved in the performance of this contract, vendor must provide the following information

Vendor hereby represents that the following employees involved in the performance of this contract are former state employees (use attachment if necessary).

Name	Department, Division	Date of Employment

3.507 DOMESTIC END PRODUCT

DEFINITION: ‘Domestic end product’, means one that is manufactured within the United States and the cost of the domestic components exceeds 50% of the cost of all the components.

The vendor hereby certifies that the product to be provided, **except those listed below**, are a domestic end product, and that components of unknown origin have not been mined, produced, or manufactured outside the United States (use attachment if needed):

Excluded End Products	Country of Origin

_____ (Initial)

3.508 USE TAX

Companies (and their affiliated organizations) that are awarded contracts are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services **delivered into the state of Michigan**. This is required of all companies that are awarded contracts. Those companies that lack sufficient “presence” in Michigan to be required to register and pay tax must do so as a **“volunteer”**. This requirement extends to: (1) ALL MEMBERS OF ANY CONTROLLED GROUP AS DEFINED IN § 1563(A) OF THE Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make **sales at retail for delivery into the state of Michigan** are registered with the State of Michigan for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

The requirement of remittance could be limited to the bidder only without including affiliate companies.

Contractors and their affiliates as defined in the paragraph above must register for and remit sales and use tax on all taxable sales of tangible personal property or services **delivered to the state of Michigan**.

_____ (Initial)

3.509 TAX EXCLUDED FROM PRICE

Contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

_____ (Initial)

3.510 TAX PAYMENT

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract.

The State may refuse to award a contract to any vendor who has failed to pay any applicable state taxes. The State may refuse to accept vendor's bid, if vendor has any outstanding debt with the State of Michigan. Prior to any award, the State will verify whether vendor has any outstanding debt with the State.

Vendor hereby certifies that all applicable state taxes are paid as of the date of bid submission, and that vendor owes no outstanding debt to the State of Michigan.

_____ (Initial)

3.511 USE OF OTHER SOURCES AS SUBCONTRACTORS

The State has sources of supply and services that are mandatory. The state may use the information provided under this section and 3.502 and 3.503 in determining future awards and vendor standing with the state.

(1) Persons with disabilities

See Paragraph 3.502 for definition and penalty for fraudulent represents this information.

Vendor IS _____, IS NOT _____ purchasing supplies and/or service from a business owned by persons with disabilities in the performance of this contract.

Vendor has contracted for _____% of supplies and services needed for the performance of this contract, which equals \$_____, from a business owned by persons with disabilities (estimates or approximates are acceptable).

Vendor(s) Name: _____

(2) Community Rehabilitation Organizations (CRO) (formerly sheltered workshops)

See Paragraph 3.503 for definition.

Vendor IS _____, IS NOT _____ purchasing supplies and/or service from a community rehabilitation organization in the performance of this contract.

Vendor has contracted for _____% of supplies and services needed for the performance of this contract, which equals \$_____, from a community rehabilitation organization (estimates or approximates are acceptable).

Vendor(s) Name: _____

3.512 UTILIZATION OF BUSINESS CONCERNS

It is the policy of the State of Michigan that small business concerns, veteran-owned small business concerns, persons with disabilities-owned small business concerns, small disadvantaged business concerns, minority-owned small business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any state agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems.

The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the State of Michigan or the awarding agency of the State of Michigan as may be necessary to determine the extent of the Contractor's compliance with this clause.

3.513 RESERVED

3.514 RESERVED

3.515 PLACE OF SUBCONTRACTING

Indicate below **ALL** work to be subcontracted under this agreement (use additional attachment if necessary; estimates are acceptable):

Description of Work to be sub-contracted	Percent (%) of total contract value to be sub-contracted	Sub-contractor's name and principal place of business (City and State)

3.516 RESERVED

3.517 SERVICES NEEDED IN PERFORMANCE

Vendor hereby certifies that services to be purchased to enable vendor to perform this agreement will be purchased from a business having its principle place of business in the State of Michigan, **except those listed below** (use additional attachment if necessary; estimates are acceptable):

Description of Service to be purchased	Percent (%) of total contract value to be purchased	Service providers principal place of business (City and State)

3.518 EMPLOYEE AND SUBCONTRACTOR CITIZENSHIP

Vendor hereby certifies that all employees, contractors, subcontractors, and any other individual involved in the performance of this contract, **except those listed below**, are citizens of the United States, legal resident aliens, or individuals with valid visa (use additional attachment if necessary; estimates are acceptable):

Employee Name	Title

3.6 Changes to Disclosures

If any of the certifications, representations, or disclosures indicated in this document change after awarding of a contract, the Contract is required to report those changes immediately to the Department of Management and Budget, Acquisition Services.

3.7 State Assertions

The State has the ability to debar a contractor or subcontractor. Section 264 of the DMB Act authorizes DMB to debar vendors from the bid process and from contract award. MCL.1264. Refer to ITB Section 3.204 for more information regarding debarment. If the state finds that grounds to debar exist, it shall send notice to the vendor of proposed debarment indicating the grounds for proposed debarment and the procedures for protesting the debarment. The written protest must be received within 10 calendar days. The State may issue the decision to debar without a hearing. The debarment period may be of any length up to eight (8) years. After the debarment period expires, the vendor may reapply for inclusion on bidder lists through the regular application process.

ANY FALSE CERTIFICATION OF ANY OF THE PRECEEDING PROVISIONS IS GROUNDS FOR DEBARMENT AND WILL GIVE THE STATE THE RIGHT TO INVOKE ALL REMEDIES AVAILABLE TO IT UNDER THIS CONTRACT.



I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE REPRESENTATIONS AND CERTIFICATIONS MADE HEREIN BY THE VENDOR/CONTRACTOR/SUPPLIER ARE ACCURATE AND CURRENT AS OF THE DATE INDICATED BELOW

Name of Vendor/contractor/supplier

Address of supplier

Telephone and fax No. of supplier

Signature of supplier's authorized representative

Title of Supplier representative

Date

ARTICLE 4 – BIDDING PROCESS INFORMATION

4.010 Bid Structure

Each Bidder may propose a single or multiple products or solutions. Bidders must submit a complete proposal and pricing for each product offered. Each proposal must be structured in the following manner:

- A. Product summary.** Summarize the product proposed. Provide system name, make and model with version number as appropriate. Include a brief description of general operation.
- B. Status of ITA certification and compliance with 2002 FEC Voting System Standards.** Provide confirmation of current status (e.g. Certified, Not Certified, In Progress) and, where appropriate, ITA reports covering all components of the system including the assigned NASED number and date of certification. If certification has not been obtained, provide a detailed plan and timeline for obtaining certification. Refer to Section 1.101A, General Requirements.
- C. Summary of Disability Advocacy Groups' evaluation of the system.** Refer to Section 1.101A, General Requirements for details that must be included.
- D. Physical interaction with the system.** Describe how voters with a full range of disabilities interact with the system "...in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters" as required by HAVA. Refer to Section 1.101A, General Requirements.
- E. Interaction with existing optical scan systems.** Describe in detail how the proposed product can be integrated with tabulators and EMS software for all optical scan voting systems currently in use in Michigan. Refer to Section 1.101A, General Requirements and section 1.103, Environment.
- F. Plan for meeting 2006 HAVA compliance implementation deadline.** Provide a detailed plan for meeting 2006 HAVA implementation deadline. Refer to Section 1.002, Background and Section 1.101A, General Requirements.
- G. Specific Requirements. Refer to Section 1.101B, Specific Requirements.** Provide a detailed explanation of how the proposed system meets all requirements listed. First state whether the proposed system complies with guidelines for accessibility set forth in the 2002 FEC Voting Systems Standards. All proposals must address items 1 through 15 under 1.101B.1. g. Performance Capabilities. In addition, proposals for optical scan ballot marking systems must also address items 16 through 21. Proposals for DRE systems must also address items 22 through 30.
- H. Implementation plan for each county.** Provide a sample plan (i.e., Gantt chart) for implementation of the system in each county. The plan submitted must also coincide with

the Implementation and Training matrices included in Appendices F-M. Refer to Section 1.104.A, Work and Deliverables, Development of Implementation Plan for Each County.

- I. **Delivery, Installation and Acceptance Testing Plan.** Discuss your approach to delivery, installation and testing. Refer to Section 1.104.B Work and Deliverables, Delivery, Installation and Acceptance Testing of the Accessible Voting System.
- J. **Training.** Discuss your approach to training. The plan submitted must also coincide with the minimum staffing guarantees in the training matrix included in Appendices F-L. In addition, discuss your approach to addressing the special needs and challenges associated with equipment designed for use by voters with disabilities. Refer to Section 1.104.C Work and Deliverables, Training and User Information.
- K. **Warranty and Maintenance.** Provide a detailed description of the warranty included with the proposed system. The description must specify what is covered and not covered in the equipment price, the length of the warranty, post warranty charges, specific services covered by the warranty and any additional relevant details and information. Refer to Section 1.104.D Work and Deliverables, Warranty and Maintenance.
- L. **Election Administrative Support.** Provide a detailed description of your approach to providing Election Day administrative support. Refer to Section 1.104.E Work and Deliverables, Election Administrative Support.
- M. **Staffing.** Also, identify the Michigan project manager and his/her qualifications and experience implementing statewide voting systems, specifically, accessible voting systems. Provide details of the location and staffing of your Michigan office. Refer to Section 1.201 Contractor Staff, Roles and Responsibilities and Article 1B.
- N. **Project Plan.** Refer to section and subsections within 1.3 Project Plan. State your acceptance of the terms as stated and provide the organizational structure and staffing table with names and titles of personnel assigned. Include additional details regarding your approach to meeting these requirements.
- O. **Project Management.** Refer to section and subsections within 1.4 Project Management. Describe your approach to issue, risk and change management.
- P. **Acceptance.** Refer to section and subsections within 1.5 Acceptance. State your acceptance of the terms as stated. Include additional details regarding your approach to meeting these requirements.
- Q. **Compensation and Payment.** Refer to section and subsections within 1.6 Compensation and Payment. State your acceptance of the terms as stated. Include additional details regarding your approach to meeting these requirements.
- R. **Additional Terms and Conditions Specific to this SOW.** Discuss your proposed approach to additional terms and conditions specific to the Statement of Work. Refer to section and subsections within Section 1.7 Additional Terms and Conditions Specific to this SOW.

- S. **Article 1B Evaluation Information.** Provide a complete response to all items listed in Article 1B. In addition to contact information describe your company's prior experience, staffing, past performance, contract performance, disclosure of litigation, and disclosure of ITB assistance. In addition, describe your experience as it relates to accessible voting systems. Resumes of Key Personnel as identified in section 1.201.
- T. **Pricing.** Complete pricing Appendices D and E.
- U. **Article 2 – Terms and Conditions.** Acknowledgment and/or concurrence with each term and condition listed in Article 2 of the RFP/ITB document, has been provided within your proposal, with any comments or issues clearly identified.
- V. **Article 3 – Certifications and Representations.** Complete all items contained in Article 3, initialing each paragraph requiring an initialed response, acknowledging each certification & representation, and providing all required information.)
- W. **Statement that a Certificate of Insurance** will be provided as a condition of award has been included (referenced in Section 2.180).
- X. **A Letter of Submittal (285 Document) and a copy of the Certifications and Representations** have been signed by an individual authorized to legally bind your company and the original signature copy has been submitted.

4.011 RESERVED

4.012 Pre Bid Meetings

A pre-bid meeting will be held on the date and at the place specified here:

DATE: Tuesday December 6, 2005
 TIME: 9:00 a.m.
 Address: Secretary of State Building
 State Secondary Complex
 1st Floor Conference Rooms A & B
 7064 Crouner Drive
 Lansing, MI 48918

The purpose of this meeting will be to discuss with prospective Vendors the work to be performed and to allow them to ask questions arising from their review of the ITB. Representation at the pre-bid meeting may be limited to one person per Vendor, due to limited facilities available. The pre-bid meeting is for information only. Any answers furnished will not be official until verified in writing by Acquisition Services, DMB. Answers that change or substantially clarify the ITB will be affirmed in writing and posted on the DMB website. Neither the Department of State nor Acquisition Services will respond to telephone inquiries or visitation by Vendors or their representatives. The pre-bid meeting will be the Vendors only opportunity to personally address questions concerning this ITB.

4.013 Communications

The State will not respond to telephone inquiries or visitation by Vendors or their representatives. Vendor's sole point of contact concerning the ITB is the Buyer in the OAS. Any communication outside of this process may result in disqualification and/or debarment.

4.014 Questions

Questions concerning the ITB are to be submitted, in writing, no later than **3:00 p.m.** local time on **Wednesday, January 4, 2006** to:

[Laura Gyorkos](#)

[DMB, Acquisition Services](#)

[P O Box 30026](#)

[Lansing, MI 48909](#)

[Email: GyorkosL@michigan.gov](mailto:GyorkosL@michigan.gov)

In addition to questions, bidders shall include any and all exceptions to contractual terms and conditions by the above due date.

All questions and exceptions must be submitted in writing and sent as an attachment in Microsoft Word or Rich Text Format (RTF). The addenda will be posted approximately January 10, 2006.

4.015 Changes and Answers to Questions

Changes to the ITB and answers to questions will be prepared as an addendum and posted on the State's web site under the corresponding bid number: www.michigan.gov/doingbusiness. The posted addendum officially revises and supercedes the original ITB.

4.020 Award Process

4.021 Method of Award/Selection Criteria

Joint Evaluation Committee Proposal Evaluation. In awarding this Contract, proposals will be evaluated by a Joint Evaluation Committee (chaired by DMB Acquisition Services).

4.022 Evaluation Criteria

The following chart represents the scoring of the particular factors:

Refer to Article 4, Section 4.010 Bid Structure and Article 1B, Required Vendor Information.

Evaluation Criteria	Points Value
Step I Technical Evaluation	
System Requirements (Article 1.101 and 1.103)	40
Training, Implementation and Project Management (Article 1.104, 1.3, 1.4, and Appendices F-M)	25
Advocacy Group Evaluation (Article 1.101)	20
Vendor and Staff Experience (Article 1B, 1.201)	15
Step I Technical Evaluation Total	100
Minimum threshold of 85 points required to advance to Step II	
Step II Oral Presentation/Product Demonstration	30
Minimum threshold of 105 total points required to advance to Step III	
Step III Price Proposal	20
TOTAL POSSIBLE SCORE	150

4.023 Evaluation

A. Step I - Technical Evaluation

Only those proposals receiving a score of **85 points** or more will be considered for Step II Oral Presentation/Product Demonstration.

B. Step II - Oral Presentation/Product Demonstration

Bidders who receive 85 points or more in Step I will also be required to make oral presentations of their proposals and product demonstrations to the State. These presentations provide an opportunity for the Bidders to clarify the proposals through mutual understanding. Bidders will also be required to demonstrate their equipment to the State.

Each presentation shall be structured as a mock election and should cover pre-election, election day and post election preparations and processes including vote accumulation. In

addition, Bidders should discuss and/or demonstrate how vote totals for the accessible voting system are merged with optical scan systems currently in use throughout the state. Bidders will receive detailed instructions for conducting the product demonstration at the pre-bid meeting.

Bidders should be prepared with adequate supplies and all equipment components necessary to facilitate all election activities as described above. Bidders should be prepared to conduct these demonstrations for use by a varied audience, including but not limited to State personnel and members of the disabilities community. Demonstrations will include actual voting on the system by members of the audience.

In meeting the above requirements, all Bidders shall be required to utilize primary and general election ballots as provided by the Department of State at the pre-bid meeting. For those systems that utilize a paper ballot, 100 primary and 100 general election ballots shall be provided by the Bidder for this purpose. A mock vote will be conducted using the test ballots. The results will be verified against a predetermined results chart.

Presentations must be capable of demonstrating how the proposed system conforms with all specific requirements as listed in section 1.101B.

Note: The State process for obtaining Board of State Canvassers' approval will be conducted separately. Detailed information on this process is included in Appendix N.

C. Step III – Cost Proposal

Price Appendices D and E shall be completed and included within the Bidders' proposal. Price proposals shall not be sealed separately. Prices will only be evaluated from those Bidders meeting a minimum point threshold of 105 points after Step II.

4.024 Best Value/Combination of Score and Price

The award recommendation will be made to the responsive and responsible Bidder who offers the best value to the State of Michigan. Best value will be determined based on the combination of all scores from Steps I through III.

4.025 Reservations

- A. The State reserves the right to consider total cost of ownership factors in the final award recommendation (i.e. transition costs, training costs, etc.).
- B. The State reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the Director of Acquisition Services' judgment, the best interest of the State will be so served.
- C. The State reserves the right to award multiple, optional use contracts. In addition to the other factors listed, offers will be evaluated on the basis of advantages and disadvantages to the state that may result from making more than one award.

4.026 Award Decision

Award recommendation will be made to the Director of Acquisition Services.

4.027 Protests

If a Vendor wishes to initiate a protest of the award recommendation, the Vendor must submit a protest, in writing, by 5:00 p.m. within fourteen (14) calendar days from the date on the notice of recommendation to award. Vendor must include the ITB number and clearly state the facts believed to constitute error in the award recommendation along with the desired remedy. More information about the Vendor protest process is available at www.michigan.gov/doingbusiness; refer to the Becoming a Business Partner page.

4.028 State Administrative Board

The State Administrative Board (ADB) must approve all contracts/purchase orders in excess of \$25,000. The decision of this Board regarding the recommendation is final, however, ADB approval does not constitute a Contract. The award process is not completed until the Vendor receives a properly executed Contract or Purchase Order from DMB Acquisition Services.

A final contract will not be executed with the Department of Management and Budget, Acquisition Services until the vendor meets the following requirements:

1. Compliance with 2002 Federal Election Commission (FEC) Voting System Standards.
2. ITA certification.
3. Approval by the Board of State Canvassers.

4.029 RESERVED

4.030 Laws Applicable to Award

4.031 Reciprocal Preference

Public Act 237 of 1988 allows Michigan businesses to claim reciprocal preference against out-of-State firms when bidding on solicitations with estimated values of \$100,000 or more.

4.032 Public v Private

Unless there are no responsive and responsible bidders passing the technical review of an ITB evaluation, State purchasing policy requires award to a private entity, when responses are received from both public and private entities.

4.033 Independent Price Determination

- A. By submission of a proposal, the Vendor certifies, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to award directly or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

B. Each person signing the proposal certifies that she/he:

1. Is the person in the Vendor's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary Section 4.033A, Independent Price Determination.
2. Is not the person in the Vendor's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to Section 4.033A, Independent Price Determination.

4.034 Freedom of Information Act

All information in a Vendor's proposal and any resulting Contract is subject to the provisions of the Freedom of Information Act, 1976 PA 442, MCL 15.231, et seq.

4.035 Taxes

The State may refuse to award a contract to any Vendor who has failed to pay any applicable State taxes. The State may refuse to accept Vendor's bid, if Vendor has any outstanding debt with the State. Prior to any award, the State will verify whether Vendor has any outstanding debt with the State.

By submitting a bid Vendor certifies that all applicable state taxes are paid as of the date of bid submission, and that Vendor owes no outstanding debt to the State.

4.040 Possible Additional Considerations/Processes

4.041 Clarifications

If it is determined to be in the best interest of the State and/or if a Vendor's proposal is unclear, the State may request clarifications from one or all Vendors. The State will document, in writing, clarifications being requested and forward to the Vendors affected. This process does not allow for changes, rather it simply provides an opportunity to clarify the proposal submitted.

4.042 Oral Presentation

Refer to Article 4.022 Step II Oral Presentation and Product Demonstration.

4.043 Site Visit

The State may conduct a site visit to tour and inspect the Vendor's facilities. Acquisition Services will schedule these visits, if required.

4.044 Past Performance

The State may evaluate the Vendor's prior performance with the State, and the prior performance information may be a factor in the award decision.

4.045 Financial Stability

In making an award decision, the State may evaluate the financial stability of any Vendor. The State may seek financial information from the Vendor and from third parties. If the State determines in its sole discretion that contracting with a Vendor presents an unacceptable risk to the State, the State reserves the right to not award a contract to that Vendor.

4.046 Samples/Models

If deemed necessary, samples of proposed products and/or components shall be provided upon request by the State at no cost.

4.047 Pricing Negotiations

If it is determined to be in the best interest of the State, the State may enter into negotiations with Vendors on price, or technical clarifications. No modification to the ITB technical requirements or specifications will be allowed. If technical requirement or specification changes are required, which cannot be resolved via technical clarification, the BAFO process as described below may be used.

4.048 Best and Final Offer (BAFO)

If the selection process described in the ITB does not lead to a viable award recommendation, or significant deficiencies are identified, the Buyer and/or the JEC (Joint Evaluation Committee) at its discretion may prepare a Deficiency Report and Clarification Request (DR/CR) for each proposal determined to be in the competitive range. Vendors will be allowed to respond in writing to the (DR/CR) with a Best and Final Offer (BAFO). The BAFO may include any changes to the original proposal to address the listed deficiencies, including alterations to the original cost proposal to address correction of such deficiencies. The Best and Final Offers must be submitted by the deadline established by Acquisition Services.

After reviewing the Best and Final Offers, the JEC will re-evaluate the proposals using the original evaluation method. If an alteration to the originally published evaluation criteria is to be made, such changes in the criteria will be published to all Vendors as part of the issuance of the DR/CR's.

Vendors will NOT be provided any information about other proposals or prices, or where the Vendor stands in relation to others at any time during the evaluation process. Any request for such information will be viewed as a compromise to the stated evaluation process and the requesting Vendor may be eliminated from further consideration. Successful requests for proposal information by a Vendor, its subcontractor, or an affiliated party before contract award may also result in disqualification from this ITB and possible debarment.

Vendors are cautioned to propose the best possible offer at the outset of the process, as there is no guarantee that any Vendor will be allowed an opportunity to submit a Best and Final Offer.

4.050 Proposal Details

4.051 Complete Proposal

To be considered, each Vendor shall submit a COMPLETE proposal in response to this ITB, using the format specified in Section 4.010. No other distribution of proposals is to be made by the Vendor. VENDORS MUST COMPLETE, SIGN, AND RETURN THE COVER SHEET (FORM DMB 285) SENT WITH THIS ITB, WITH THEIR PROPOSAL. The proposal itself must include a statement as to the period during which the proposal itself remains valid. This period must be at least one hundred twenty (120) days from the due date for responses to this ITB.

4.052 Efficient Proposal

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Vendor's ability to meet the requirements of the ITB. Fancy bindings, colored displays, promotional material, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content in the format specified.

4.053 Price and Notations

Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in the ITB. The person signing the proposal should initial any form of pricing corrections made to the proposal by the bidder prior to submission in ink. In the event of un-initialed pricing corrections, the buyer, with management approval, may require an affidavit from the bidder confirming the price correction was made prior to the bid submission.

4.054 Double Sided on Recycled Paper

Vendor, when possible, should use recycled paper for all printed and photocopied documents related to the submission of their bid and fulfillment of any resulting contract and shall, whenever practicable, use both sides of the paper and ensure that the cover page of each document bears an imprint identifying it as recycled paper.

4.055 Proposal Format

Vendors must respond to all sections of the ITB as outlined in Article 4.010. Failure to respond to every section in each Article could result in disqualification from the bidding process. Proposals should be formatted to include each of the following sections, which should be clearly identified using the same format as the ITB is written in and with the appropriate headings:

Article 1 – Statement of Work – Vendor must respond to each section as outlined in Article 4.010.

Article 1B – Evaluation Information – Vendor must respond to each section as outlined in Article 4.010.

Article 2 – Terms and Conditions – Acknowledgment and/or concurrence with each term and condition listed in Article 2 of the RFP/ITB document, has been provided within your proposal, with any comments or issues clearly identified.

Article 3 – Certifications and Representations – Vendor must respond to each section as outlined in Article 4.010.

4.060 Submitting Bids and Proposals

4.061 Sealed Bid Receipt

SEALED BIDS (PROPOSALS) MUST BE RECEIVED AND TIME-STAMPED IN ACQUISITION SERVICES ON OR BEFORE 3PM ON THE DUE DATE SPECIFIED ON THE COVER PAGE OF THE ITB. VENDORS ARE RESPONSIBLE FOR TIMELY RECEIPT IN ACQUISITION SERVICES OF THEIR PROPOSAL. PROPOSALS WHICH ARE RECEIVED AFTER THE SPECIFIED DUE DATE AND TIME CANNOT BE CONSIDERED. Late bids will not be accepted or considered except under the following circumstances: (a) bids received on time do not meet specifications, or (b) no other bids are received.

4.062 Proposal Submission

Submit 10 written copies of Vendor's proposal in accordance with the following instructions.

Your proposal should also be submitted in electronic format on a 3 1/2" floppy disk or CD-ROM. All documents and data must be created using tools that are compatible with the Microsoft Office standard desktop tools, without need for conversion. Your electronic submission must be submitted in the following Font type and size: Times New Roman, 12 point. The electronic format may be saved in a compressed format. Bidders are required to submit in electronic format along with the number of paper copies being requested. Any items contained in the Proposal that cannot be saved in the aforementioned format should be clearly identified by the Vendor as the items that are excluded from the electronic submission.

Submit with your proposal the cover page of this ITB (FORM DMB-285). PROPERLY COMPLETE AND SIGN THAT FORM AND INSERT IT IN YOUR PROPOSAL BEFORE SUBMITTAL.

4.063 Responses

- A. Each envelope/container submitted must contain the response to only one ITB. Do not submit responses to more than one ITB in one envelope/container. Also, faxed bids will not be accepted unless specifically requested by Acquisition Services.
- B. BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS ON THE OUTSIDE ENVELOPE: The ITB Number; the Date

Due; Vendor Name and the Vendor Identification Number (FEIN or SEIN). If a delivery service is used which prohibits such markings on their envelope or package, this information must be placed on the outside of an interior envelope or package.

C. The bid may be submitted utilizing one of the methods below:

1. Bids may be delivered to the receptionist desk of DMB, Acquisition Services on the 2nd Floor of the Mason Building. Vendors must allowed adequate time to check in at the security desk on the 1st Floor of the Mason Building before bid submission deadline.
2. Acquisition Services address for proposals submitted by CONTRACT CARRIER, COURIER DELIVERY, or PERSONAL DELIVERY, is:

State of Michigan

Department of Management and Budget

Acquisition Services

2nd Floor, Mason Building

530 West Allegan Street

Lansing, Michigan 48933

3. Proposals submitted through the US. POSTAL SERVICE should be addressed as follows:

State of Michigan

Department of Management and Budget

Acquisition Services

Post Office Box #30152

Lansing, Michigan 48909

4.070 Possible Bond Requirements--RESERVED

4.071 Bid Bond--RESERVED

4.072 Performance Bond--RESERVED

4.073 Payment Bond--RESERVED

4.074 Maintenance Bond--RESERVED

APPENDIX A

EXCERPTS FROM HELP AMERICA VOTE ACT OF 2002 (HAVA) AND ELECTION ASSISTANCE COMMISSION (EAC) ADVISORY 2005-004

TITLE III--UNIFORM AND NONDISCRIMINATORY ELECTION TECHNOLOGY AND ADMINISTRATION REQUIREMENTS

SEC. 301. <<NOTE: 42 USC 15481.>> VOTING SYSTEMS STANDARDS.

- a. Requirements.--Each voting system used in an election for Federal office shall meet the following requirements:
 1. In general.--
 - A. Except as provided in subparagraph (B), the voting system (including any lever voting system, optical scanning voting system, or direct recording electronic system) shall--
 - i. permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted;
 - ii. provide the voter with the opportunity (in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted (including the opportunity to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error); and
 - iii. if the voter selects votes for more than one candidate for a single office--
 - I. notify the voter that the voter has selected more than one candidate for a single office on the ballot;
 - II. notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and
 - III. provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.
 - B. A State or jurisdiction that uses a paper ballot voting system, a punch card voting system, or a central count voting system (including mail-in absentee ballots and mail-in ballots), may meet the requirements of subparagraph (A)(iii) by--
 - i. establishing a voter education program specific to that voting system that notifies each voter of the effect of casting multiple votes for an office; and
 - ii. providing the voter with instructions on how to correct the ballot before it is cast and counted (including instructions on how to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error).
 - C. The voting system shall ensure that any notification required under this paragraph preserves the privacy of the voter and the confidentiality of the ballot.
 2. Audit capacity.--
 - A. In general.--The voting system shall produce a record with an audit capacity for such system.
 - B. Manual audit capacity.--
 - . The voting system shall produce a permanent paper record with a manual audit capacity for such system.
 - i. The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced.
 - ii. The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

3. Accessibility for individuals with disabilities.--The voting system shall--
 - A. be accessible for individuals with disabilities, including nonvisual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters;
 - B. satisfy the requirement of subparagraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and
 - C. if purchased with funds made available under title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).
 4. Alternative language accessibility.--The voting system shall provide alternative language accessibility pursuant to the requirements of section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a).
 5. Error rates.--The error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under section 3.2.1 of the voting systems standards issued by the Federal Election Commission which are in effect on the date of the enactment of this Act.
 6. Uniform definition of what constitutes a vote.--Each State shall adopt uniform and nondiscriminatory standards that define what constitutes a vote and what will be counted as a vote for each category of voting system used in the State.
- b. Voting System Defined.--In this section, the term ``voting system" means--
1. the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used--
 - A. to define ballots;
 - B. to cast and count votes;
 - C. to report or display election results; and
 - D. to maintain and produce any audit trail information; and
 2. the practices and associated documentation used--
 - A. to identify system components and versions of such components;
 - B. to test the system during its development and maintenance;
 - C. to maintain records of system errors and defects;
 - D. to determine specific system changes to be made to a system after the initial qualification of the system; and
 - E. to make available any materials to the voter (such as notices, instructions, forms, or paper ballots).
- c. Construction.--
1. In general.--Nothing in this section shall be construed to prohibit a State or jurisdiction which used a particular type of voting system in the elections for Federal office held in November 2000 from using the same type of system after the effective date of this section, so long as the system meets or is modified to meet the requirements of this section.
 2. Protection of paper ballot voting systems.--For purposes of subsection (a)(1)(A)(i), the term ``verify" may not be defined in a manner that makes it impossible for a paper ballot voting system to meet the requirements of such subsection or to be modified to meet such requirements.
- d. Effective Date.--Each State and jurisdiction shall be required to comply with the requirements of this section on and after January 1, 2006.



**United States Election Assistance Commission
1225 New York Avenue N.W.
Washington, DC 20005**

July 20, 2005

EAC Advisory 2005-004: How to determine if a voting system is compliant with Section 301(a) – a gap analysis between 2002 Voting System Standards and the requirements of Section 301(a)

The United States Election Assistance Commission (EAC) has received a number of inquiries from several states as to whether one or more particular voting systems comply with Section 301(a) of the Help America Vote Act of 2002 (HAVA). In addition, in one of its recent public meetings, EAC was asked to conduct an analysis to identify the gaps between the 2002 Voting System Standards adopted by the Federal Election Commission (FEC) and the requirements for voting systems under Section 301(a) of HAVA. EAC is not required by HAVA to preclear or approve voting systems purchased by states and local election jurisdictions. Furthermore, EAC does not believe that it was the intention of Congress or HAVA for EAC to assume this role. However, it is evident that states and local election jurisdictions as well as testing laboratories are in need of information that will help in determining whether a voting system meets the threshold requirements of Section 301(a). Thus, EAC offers the following analysis of Section 301(a) in light of the 2002 Voting System Standards.

Title III of HAVA, entitled "Uniform and Nondiscriminatory Election Technology and Administration Requirements," imposes certain requirements upon states and local jurisdictions conducting federal elections. Section 301(a) sets forth the standards that voting systems must meet after January 1, 2006. Those requirements include functions and features that, among other things: (1) allow the voter to review his or her selections privately and independently prior to casting a ballot; (2) allow the voter to change his or her selections privately and independently prior to casting a ballot; (3) notify the voter when he or she has made more selections in a single race than are permitted (overvote); (4) provide for the production of a permanent paper record suitable to be used in a manual recount; (5) provide voters with disabilities, including visual disabilities, the same opportunity for access and participation (including privacy and independence) as for other voters; (6) provide accessibility in minority languages for voters with limited English proficiency as required by the Voting Rights Act of 1965; and (7) provide for an error rate in operating the voting system that is no greater than the error rate set forth in Section 3.2.1 of the 2002 Voting System Standards adopted by the Federal Election Commission (FEC).

Although the 2002 Voting System Standards set forth measurable standards that predict compliance with some of the Section 301(a) requirements, those standards do not provide sufficient and adequate guidance as to what is required to meet the accessibility requirements of Section 301(a)(3); do not prescribe testable measures for language accessibility required by Section 301(a)(4) of HAVA; and do not prescribe standards that adequately explain the requirements for overvote notification required by Section 301(a)(1) of HAVA. As such, EAC issues the following policy statement to identify the gaps between the 2002 Voting System Standards and the requirements set forth under Section 301(a) of HAVA and to explain what is needed to meet the requirements of

Voting System Standards.

Section 301(a)(1):

The requirements of Section 301(a)(1) of HAVA are met if the voting system (1) conforms and complies with Section 2.4.3.3 of the 2002 Voting System Standards and (2) notifies the voter through a visual and/or audio message prior to casting the ballot when the voter makes more selections than are legally allowed in a single race or contest (overvote):

(a) that an overvote has occurred and

(b) the effect of overvoting.

Following that notification, the voting system must allow the voter to change his or her selection(s), if so desired. Voting systems that preclude and prohibit overvoting meet this requirement. Notwithstanding the above, certain paper ballot voting systems may meet the overvote requirements of Section 301(a)(1)(A)(iii) of HAVA by meeting the requirements set forth in Section 301(a)(1)(B).

Section 301(a)(2):

The requirements of Section 301(a)(2) of HAVA are met if the voting system conforms and complies with Sections 2.2.5.2.1 and 2.5.3.1 of the 2002 Voting System Standards.

Section 301(a)(3):

Section 301(a)(3) of HAVA requires that by January 1, 2006, at least one voting system in each polling place be accessible to persons with disabilities such that the voting system allows an individual with a disability the same access and opportunity to vote privately and independently as is afforded a non-disabled voter. Compliance with Section 301(a)(3) requires that the voting system is accessible to persons with disabilities as defined by the Americans with Disabilities Act, including physical, visual, and cognitive disabilities, such that the disabled individual can privately and independently receive instruction, make selections, and cast a ballot. However, accessibility involves more than the technical features of the voting system. The accessible voting system also must be used in a manner that is consistent with providing access for disabled voters (e.g., the accessible voting system must be set up for use in a space that is accessible to a disabled voter who uses a wheelchair).

Conformance with Section 301(a)(3) is a complex matter, which must take into account the disability of the voter, the advancement of technology and its availability, and the efforts of the elections officials to make the voting process accessible to disabled voters in a private and independent manner. The following are some factors that must be considered in determining accessibility in conformance with Section 301(a)(3) of HAVA:

the same access to reading the ballot as a sighted voter when the ballot is read to the visually disabled voter using an audio component of the voting system).

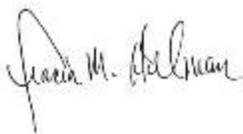
- (5) Accessibility of the voting system to the voter includes accessibility to all equipment needed to cast and count ballots. Many jurisdictions use a paper ballot voting system that requires the voter to submit his or her own ballot after casting for purposes of ballot counting. Where such voting systems are in use, such jurisdictions must to the extent reasonably and technologically possible afford a disabled voter the same ability to submit his or her own ballot, in a private and independent manner, as is afforded a non-disabled voter. In this example, visually disabled voters must be allowed to submit the ballot independently, as the disability is one that is capable of being accommodated, and technology and practice provide a means that can be used to allow the visually disabled voter to submit a ballot with the same degree of privacy and independence afforded to a sighted voter (e.g., a privacy sleeve).
- (6) There may be certain disabled voters whose disabilities prevent them from voting independently (i.e., without assistance from a person of their choosing or a poll worker). While HAVA requires voting systems to allow independence and privacy, it does not preclude a disabled voter from requesting and obtaining the assistance of another person as provided in Section 208 of the Voting Rights Act of 1965.
- (7) Section 301(a)(3)(B) contemplates that an accessible voting system can include a direct recording electronic (DRE) voting system or other voting system equipped for individuals with disabilities. This advisory should not be read to preclude the innovation and use of accessible voting systems other than DREs for purposes of meeting this requirement.

Section 301(a)(4):

The minority language requirements of Section 301(a)(4) are met if the voting system complies with the minority language requirements of the Voting Rights Act of 1965 (contained in Section 203 as well as Section 4(f)(4)) and the implementing regulations found at 28 C.F.R. Part 55 and 67 F.R. 48871 (July 26, 2002). The voting system must provide all information, excluding the names of the candidates, that would otherwise be provided by the voting system in English (whether written or oral) in the language(s) that the voting jurisdiction is required to provide materials pursuant to the Voting Rights Act of 1965 and its regulations as referenced above.

Section 301(a)(5):

The requirements of Section 301(a)(5) are met if the voting system error rate does not exceed that established in Section 3.2.1 of the 2002 Voting System Standards.



Gracia Hillman, Chair



Paul DeGregorio, Vice Chairman

Ray Martinez III



Ray Martinez III , Commissioner

APPENDIX B
EXCERPTS FROM the
2002 FEC VOTING SYSTEM STANDARDS

NOTE: References to Appendices as used in this section refer to the 2002 FEC Voting System Standards, not the Appendices contained within this ITB. For more detailed information, refer to the complete listing of standards at www.eac.gov/election_resources/vss.html.

2.2.5.2.1 Time, Sequence, and Preservation of Audit Records

The timing and sequence of audit record entries is as important as the data contained in the record. All voting systems shall meet the following requirements for time, sequence and preservation of audit records:

- a. Except where noted, systems shall provide the capability to create and maintain a real-time audit record. This capability records and provides the operator or precinct official with continuous updates on machine status. This information allows effective operator identification of an error condition requiring intervention, and contributes to the reconstruction of election-related events necessary for recounts or litigation.
- b. All systems shall include a real-time clock as part of the system's hardware. The system shall maintain an absolute record of the time and date or a record relative to some event whose time and data are known and recorded.
- c. All audit record entries shall include the time-and-date stamp.
- d. The audit record shall be active whenever the system is in an operating mode. This record shall be available at all times, though it need not be continually visible.
- e. The generation of audit record entries shall not be terminated or altered by program control, or by the intervention of any person. The physical security and integrity of the record shall be maintained at all times.
- f. Once the system has been activated for any function, the system shall preserve the contents of the audit record during any interruption of power to the system until processing and data reporting have been completed.
- g. The system shall be capable of printing a copy of the audit record. A separate printer is not required for the audit record, and the record may be produced on the standard system printer if all the following conditions are met:
 - 1) The generation of audit trail records does not interfere with the production of output reports;
 - 2) The entries can be identified so as to facilitate their recognition, segregation, and retention; and

The audit record entries are kept physically secure.

2.2.7 Accessibility

The Standards provide requirements for voting systems to meet the accessibility needs of a broad range of voters with disabilities. To do so, it is anticipated that a vendor will have to either configure all of the system's voting stations to meet the accessibility specifications or will have to design a unique station that conforms to the accessibility requirements and is part of the overall voting system configuration. Efforts to meet the accessibility requirements shall not violate the privacy, secrecy, and integrity demands of the Standards.

2.2.71 Common Standards

To facilitate accessibility, all voting systems shall be capable of meeting the following conditions, as illustrated in Figures 2-1 through 2-4:

- a. Where clear floor space only allows forward approach to an object, the maximum high forward reach allowed shall be 48 inches. The minimum low forward reach is 15 inches.
- b. Where forward reach is over an obstruction with knee space below, the maximum level forward reach is 25 inches. When the obstruction is less than 20 inches deep, the maximum high forward reach is 48 inches. When the obstruction projects 20 to 25 inches, the maximum high forward reach is 44 inches.
- c. The position of any operable control is determined with respect to a vertical plane that is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48-inch length;
- d. Where any operable control is 10 inches or less behind the reference plane, have a height that is between 15 inches and 54 inches above the floor;
- e. Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, have a height between 15 inches and 46 inches above the floor; and
- f. Have operable controls that are not more than 24 inches behind the reference plane.

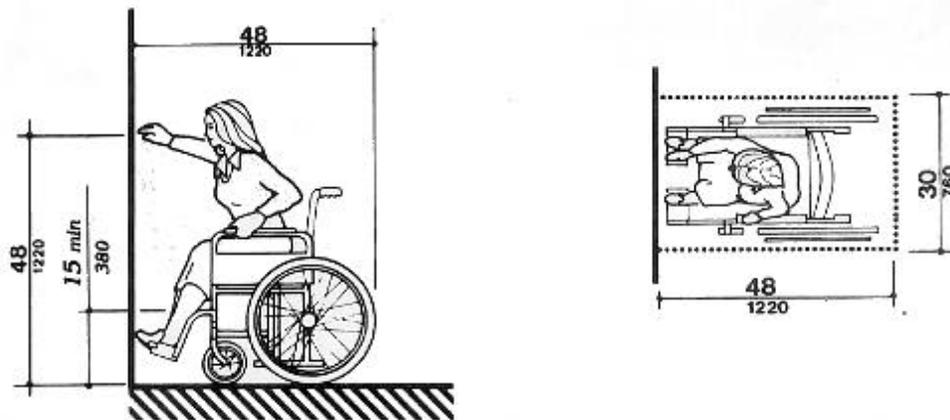
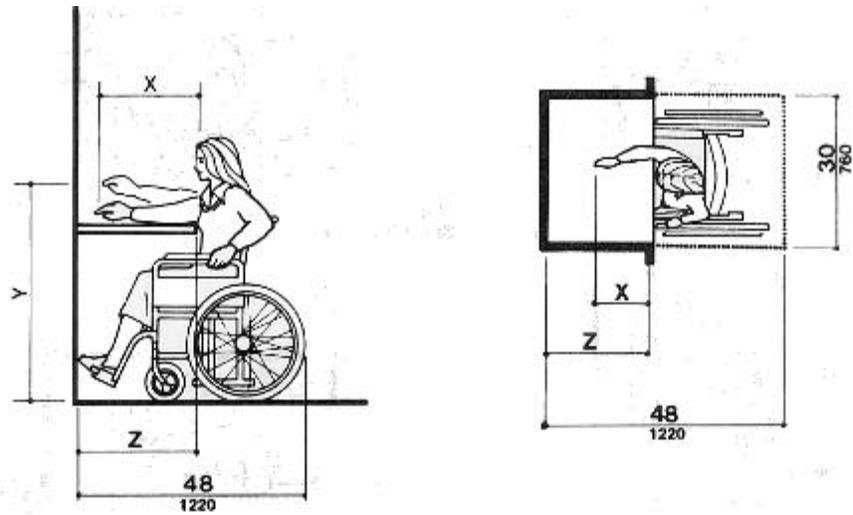
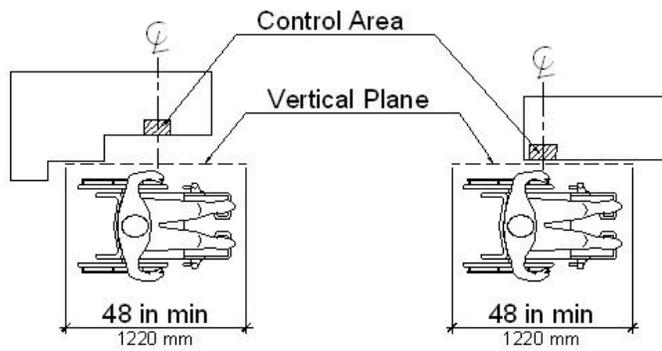


Figure 2-1



NOTE: x shall be ≤ 25 in (635 mm); z shall be $\geq x$. When x < 20 in (510 mm), then y shall be 48 in (1220 mm) maximum. When x is 20 to 25 in (510 to 635 mm), then y shall be 44 in (1120 mm) maximum.

Figure 2-2



Vertical Plane Relative to the Operable Control

Figure 2-3

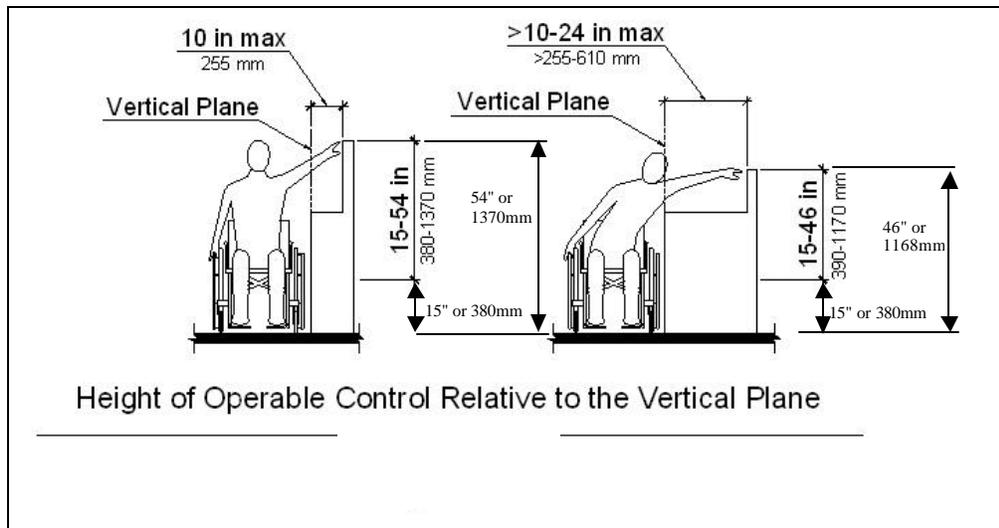


Figure 2-4

2.2.7.2 DRE Standards

DRE voting systems shall provide, as part of their configuration, the capability to provide access to voters with a broad range of disabilities. This capability shall:

- a. Not require, the voter to bring their own assistive technology to a polling place;
- b. Provide audio information and stimulus that:
 - 1) Communicates to the voter the complete content of the ballot;
 - 2) Provides instruction to the voter in operation of the voting device;
 - 3) Provides instruction so that the voter has the same vote capabilities and options as those provided by the system to individuals who are not using audio technology;
 - 4) For a system that supports write-in voting, enables the voter to review the voter's write-in input, edit that input, and confirm that the edits meet the voter's intent;
 - 5) Enables the voter to request repetition of any information provided by the system;
 - 6) Supports the use of headphones provided by the system that may be discarded after each use;
 - 7) Provides the audio signal through an industry standard connector for private listening using a 1/8 inch stereo headphone jack to allow individual voters to supply personal headsets; and
 - 8) Provides a volume control with an adjustable amplification up to a maximum of 105 dB that automatically resets to the default for each voter;
- c. Provide, in conformance with FCC Part 68, a wireless coupling for assistive devices used by people who are hard of hearing when a system utilizes a telephone style handset to provide audio information;
- d. Meet the requirements of ANSI C63.19-2001 Category 4 to avoid electromagnetic interference with assistive hearing devices;
- e. For electronic image displays, permit the voter to:
 - 1) Adjust the contrast settings;
 - 2) Adjust color settings, when color is used; and
 - 3) Adjust the size of the text so that the height of capital letters varies over a range of 3 to 6.3 millimeters;
- f. For a device with touchscreen or contact-sensitive controls, provide an input method using mechanically operated controls or keys that shall:
 - 1) Be tactilely discernible without activating the controls or keys;
 - 2) Be operable with one hand and not require tight grasping, pinching, or twisting of the wrist;
 - 3) Require a force less than 5 lbs (22.2 N) to operate; and
 - 4) Provide no key repeat function;
- g. For a system that requires a response by a voter in a specific period of time, alert the voter before this time period has expired and allow the voter additional time to indicate that more time is needed;
- h. For a system that provides sound cues as a method to alert the voter about a certain condition, such as the occurrence of an error, or a confirmation, the tone shall be accompanied by a visual cue for users who cannot hear the audio prompt; and

- i. Provide a secondary means of voter identification or authentication when the primary means of doing so uses biometric measures that require a voter to possess particular biological characteristics.

2.4.3 Casting a Ballot

Some required capabilities for casting a ballot are common to all systems. Others are specific to individual voting technologies or intended use. Systems must provide additional functional capabilities that enable accessibility to disabled voters as defined in Section 2.2.7 of the Standards.

2.4.3.1 Common Standards

To facilitate casting a ballot, all systems shall:

- a. Provide text that is at least 3 millimeters high and provide the capability to adjust or magnify the text to an apparent size of 6.3 millimeters;
- b. Protect the secrecy of the vote such that the system cannot reveal any information about how a particular voter voted, except as otherwise required by individual State law;
- c. Record the selection and non-selection of individual vote choices for each contest and ballot measure;
- d. Record the voter's selection of candidates whose names do not appear on the ballot, if permitted under State law, and record as many write-in votes as the number of candidates the voter is allowed to select;
- e. In the event of a failure of the main power supply external to the voting system, provide the capability for any voter who is voting at the time to complete casting a ballot, allow for the graceful shutdown of the voting system without loss or degradation of the voting and audit data, and allow voters to resume voting once the voting system has reverted to back-up power; and
- f. Provide the capability for voters to continue casting ballots in the event of a failure of a telecommunications connection within the polling place or between the polling place and any other location.

2.4.3.2 Paper-Based Systems Standards

The standards for casting a ballot for paper-based systems consist of common standards and additional standards that apply to precinct count paper-based systems.

2.4.3.2.1 All Paper-Based Systems

All paper-based systems shall:

- a. Allow the voter to easily identify the voting field that is associated with each candidate or ballot measure response;
- b. Allow the voter to punch or mark the ballot to register a vote;
- c. Allow either the voter or the appropriate election official to place the voted ballot into the ballot counting device (for precinct count systems) or into a secure receptacle (for central count systems); and
- d. Protect the secrecy of the vote throughout the process.

2.4.3.2.2 Precinct Count Paper-Based Systems

In addition to the above requirements, all paper-based precinct count systems shall:

- a. Provide feedback to the voter that identifies specific contests or ballot issues for which an overvote or undervote is detected;
- b. Allow the voter, at the voter's choice, to vote a new ballot or submit the ballot 'as is' without correction; and
- c. Allow an authorized election official to turn off the capabilities defined in 'a' and 'b' above.

2.4.3.3. DRE Systems Standards

In addition to the above common requirements, DRE systems shall:

- a. Prohibit the voter from accessing or viewing any information on the display screen that has not been authorized by election officials and preprogrammed into the voting system (i.e., no potential for display of external information or linking to other information sources);
- b. Enable the voter to easily identify the selection button or switch, or the active area of the ballot display that is associated with each candidate or ballot measure response;
- c. Allow the voter to select his or her preferences on the ballot in any legal number and combination;
- d. Indicate that a selection has been made or canceled;
- e. Indicate to the voter when no selection, or an insufficient number of selections, has been made in a contest;
- f. Prevent the voter from overvoting;
- g. Notify the voter when the selection of candidates and measures is completed;
- h. Allow the voter, before the ballot is cast, to review his or her choices and, if the voter desires, to delete or change his or her choices before the ballot is cast;
- i. For electronic image displays, prompt the voter to confirm the voter's choices before casting his or her ballot, signifying to the voter that casting the ballot is irrevocable and directing the voter to confirm the voter's intention to cast the ballot;
- j. Notify the voter after the vote has been stored successfully that the ballot has been cast;
- k. Notify the voter that the ballot has not been cast successfully if it is not stored successfully, including storage of the ballot image, and provide clear instruction as to the steps the voter should take to cast his or her ballot should this event occur;
- l. Provide sufficient computational performance to provide responses back to each voter entry in no more than three seconds;
- m. Ensure that the votes stored accurately represent the actual votes cast;
- n. Prevent modification of the voter's vote after the ballot is cast;
- o. Provide a capability to retrieve ballot images in a form readable by humans (in accordance with the requirements of Section 2.2.2.2 and 2.2.4.2);
- p. Increment the proper ballot position registers or counters;
- q. Protect the secrecy of the vote throughout the voting process;

- r. Prohibit access to voted ballots until after the close of polls;
- s. Provide the ability for election officials to submit test ballots for use in verifying the end-to-end integrity of the system; and
- t. Isolate test ballots such that they are accounted for accurately in vote counts and are not reflect in official vote counts for specific candidates or measures.

3.2.1 Accuracy Requirements

Voting system accuracy addresses the accuracy of data for each of the individual ballot positions that could be selected by a voter, including the positions that are not selected. For a voting system, accuracy is defined as the ability of the system to capture, record, store, consolidate and report the specific selections and absence of selections, made by the voter for each ballot position without error. Required accuracy is defined in terms of an error rate that for testing purposes represents the maximum number of errors allowed while processing a specified volume of data. This rate is set at a sufficiently stringent level such that the likelihood of voting system errors affecting the outcome of an election is exceptionally remote even in the closest of elections.

The error rate is defined using a convention that recognizes differences in how vote data is processed by different types of voting systems. Paper-based and DRE systems have different processing steps. Some differences also exist between precinct count and central count systems. Therefore, the acceptable error rate applies separately and distinctly to each of the following functions:

- a. For all paper-based systems:
 - 1) Scanning ballot positions on paper ballots to detect selections for individual candidates and contests;
 - 2) Conversion of selections detected on paper ballots into digital data;
- b. For all DRE systems:
 - 1) Recording the voter selections of candidates and contests into voting data storage; and
 - 2) Independently from voting data storage, recording voter selections of candidates and contests into ballot image storage.
- c. For precinct-count systems (paper-based and DRE):

Consolidation of vote selection data from multiple precinct-based systems to generate jurisdiction-wide vote counts, including storage and reporting of the consolidated vote data; and
- d. For central-count systems (paper-based and DRE):

Consolidation of vote selection data from multiple counting devices to generate jurisdiction-wide vote counts, including storage and reporting of the consolidated vote data.

For testing purposes, the acceptable error rate is defined using two parameters: the desired error rate to be achieved, and the maximum error rate that should be accepted by the test process.

For each processing function indicated above, the system shall achieve a target error rate of no more than one in 10,000,000 ballot positions, with a maximum acceptable error rate in the test process of one in 500,000 ballot positions.

3.4.9 Human Engineering—Controls and Displays

All voting systems and components shall be designed and constructed so as to simplify and facilitate the functions required, and to eliminate the likelihood of erroneous stimuli and responses on the part of the voter or operator. Other specific requirements for controls and displays are described below. In addition, specific functional requirements for system use by voters with disabilities are described in Section 2.2.7 of the Standards. Appendix C provides additional advisory guidance on the application of human engineering principles to the interface between the voter and the voting system.

All voting systems shall meet the following requirements for controls and displays:

- a. In all systems, controls used by the voter or equipment operator shall be conveniently located, shall use designs that are consistent with their functions, and shall be clearly labeled. Instruction plates shall be provided, if they are necessary to avoid ambiguity or incorrect actuation;
- b. Information or data displays shall be large enough to be readable by voters and operators with no disabilities and by voters with disabilities consistent with the requirements defined in Section 2.2.7 of the Standards;
- c. Status displays shall meet the same requirements as data displays, and they shall also follow conventional industrial practice with respect to color:
 - 1) Green, blue, or white displays shall be used for indications of normal status;
 - 2) Amber indicators shall be used to indicate warnings or marginal status; and
 - 3) Red indicators shall be used to indicate error conditions or equipment states that may result in damage, or in hazards to personnel; and unless the equipment is designed to halt under conditions of incipient damage or hazard, an audible alarm shall also be provided.
- d. Color coding shall be selected so as to assure correct perception by voters and operators with color blindness; and shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element (see Appendix B for suggested references); and
- e. The system's display shall not use flashing or blinking text objects, or other elements having a flash or blink frequency, greater than 2 Hz and lower than 55 Hz.

APPENDIX C

APPLICABLE MICHIGAN COMPILED LAW STATUTES and PROMULGATED RULES

ELECTRONIC VOTING SYSTEMS – PROMULGATED RULES

R 168.773. Preparation of Program

Rule 3. (1) A program shall be written so as to accurately tabulate a voter's choices for each candidate, office, and measure for which the voter is lawfully entitled to vote, in conformity with the act and these rules.

(2) A program shall include an instruction requiring that 2 identical header cards precede the deck of ballot cards for each precinct. The program shall provide that if 2 identical header cards do not appear in front of the ballot cards of a precinct, the counting of ballots for that precinct shall not take place. In programs to be used on a specialized computer, 1 header card is required, unless the function of the header card is performed by the program.

(3) An end card shall follow the ballots of each precinct. The program may provide that if a header card contains instructions to the computer that all ballots of the preceding precinct have been counted, a separate end card is not required. In a program to be used in a specialized computer, an end card is not required.

(4) A program may be maintained by a generally accepted method, within the computer industry, of input or output or a combination of methods.

(5) Two edit listings shall be prepared and, not less than 3 days before the preliminary accuracy test, shall be delivered to the election commission responsible for supplying the program.

(6) The election commission responsible for supplying the program shall provide necessary information to the person or company designated to write or prepare the program.

(7) The program for an election and a duplicate copy shall be completed and delivered to the election commission responsible for supplying the program not less than 3 days before the preliminary accuracy test. A duplicate is not required where a specialized computer is used.

(8) If a program is written to be used on a general purpose computer, the person or company providing the program shall, at the time the program is delivered, submit to the election commission a certificate stating that the program was prepared from all relevant input data, describing the procedures which were used to determine its accuracy, and stating that the program has been written pursuant to the act and these rules.

(9) The person preparing the program shall submit to the election commission responsible for supplying the program instructions containing the information and procedures required to operate the program. The election commission shall make the instructions available to the computer operators.

(10) The vote tabulation portion of the program shall be written:

(a) To reflect the rotation sequence of the candidates' names and ballot position numbers as they appear on the ballot labels in the various precincts.

(b) To count valid votes cast by a voter for candidates for an office.

(c) To count valid votes cast by a voter for or against any question.

(d) So as not to count votes cast by a voter for an office or question if the number of votes cast by a voter exceeds the number which the voter is entitled to vote for on that office or question.

(e) To ignore punches in a ballot card in positions where a candidate's name or questions do not appear on the official ballot. These punches shall not have effect on the ballot.

(f) So that the partisan, nonpartisan, and proposal sections of the ballot are considered separate sections of the ballot. The action of a voter in 1 section of the ballot shall not affect the voter's action on another section of the ballot.

(11) For a partisan primary election, the vote tabulation section of the program shall be written:

(a) To determine if a voter has cast votes for candidates of more than 1 political party

(b) To determine if a voter has cast votes for candidates of more than 1 political party and a vote in the "party qualification section" of the ballot.

(c) To count the votes when they are recorded by a voter for candidates of 1 political party only

where a vote is not recorded in the "party qualification section" of the ballot; or to count the vote when it is recorded by the voter for 1 selection only in the "party qualification section" of the ballot and where a vote is not recorded for 1 or more partisan candidates, as in examples 1, 2, 3, and 4.

Example 1: Count a vote for candidates A and D.

Example 2: Count a vote for candidates F and G.

Example 3: Count a vote for party 4.

Example 4: Count a vote for candidate D.

(1)

PRIMARY FOR PARTY 1		
OFFICE 1	CANDIDATE A	<input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE B	<input type="checkbox"/>
	CANDIDATE C	<input type="checkbox"/>
OFFICE 2	CANDIDATE C	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE D	<input checked="" type="checkbox"/>
	CANDIDATE E	<input type="checkbox"/>

PRIMARY FOR PARTY 2		
OFFICE 1	CANDIDATE E	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE F	<input type="checkbox"/>
	CANDIDATE G	<input type="checkbox"/>
OFFICE 2	CANDIDATE G	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE H	<input type="checkbox"/>
	CANDIDATE I	<input type="checkbox"/>

PARTY QUALIFICATION SECTION		
VOTE FOR NOT MORE THAN 1 PARTY	PARTY 3	<input type="checkbox"/>
	PARTY 4	<input type="checkbox"/>
	PARTY 5	<input type="checkbox"/>

(2)

PRIMARY FOR PARTY 1		
OFFICE 1	CANDIDATE A	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE B	<input type="checkbox"/>
	CANDIDATE C	<input type="checkbox"/>
OFFICE 2	CANDIDATE C	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE D	<input type="checkbox"/>
	CANDIDATE E	<input type="checkbox"/>

PRIMARY FOR PARTY 2		
OFFICE 1	CANDIDATE E	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE F	<input checked="" type="checkbox"/>
	CANDIDATE G	<input checked="" type="checkbox"/>
OFFICE 2	CANDIDATE G	<input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE H	<input type="checkbox"/>
	CANDIDATE I	<input type="checkbox"/>

PARTY QUALIFICATION SECTION		
VOTE FOR NOT MORE THAN 1 PARTY	PARTY 3	<input type="checkbox"/>
	PARTY 4	<input type="checkbox"/>
	PARTY 5	<input type="checkbox"/>

(3)

PRIMARY FOR PARTY 1		
OFFICE 1	CANDIDATE A	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE B	<input type="checkbox"/>
	CANDIDATE C	<input type="checkbox"/>
OFFICE 2	CANDIDATE C	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE D	<input type="checkbox"/>

PRIMARY FOR PARTY 2		
OFFICE 1	CANDIDATE E	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE F	<input type="checkbox"/>
	CANDIDATE G	<input type="checkbox"/>
OFFICE 2	CANDIDATE G	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE H	<input type="checkbox"/>

PARTY QUALIFICATION SECTION		
VOTE FOR NOT MORE THAN 1 PARTY	PARTY 3	<input type="checkbox"/>
	PARTY 4	<input checked="" type="checkbox"/>
	PARTY 5	<input type="checkbox"/>

(4)

PRIMARY FOR PARTY 1		
OFFICE 1	CANDIDATE A	<input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE B	<input checked="" type="checkbox"/>
	CANDIDATE C	<input type="checkbox"/>
OFFICE 2	CANDIDATE C	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE D	<input checked="" type="checkbox"/>

PRIMARY FOR PARTY 2		
OFFICE 1	CANDIDATE E	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE F	<input type="checkbox"/>
	CANDIDATE G	<input type="checkbox"/>
OFFICE 2	CANDIDATE G	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE H	<input type="checkbox"/>

PARTY QUALIFICATION SECTION		
VOTE FOR NOT MORE THAN 1 PARTY	PARTY 3	<input type="checkbox"/>
	PARTY 4	<input type="checkbox"/>
	PARTY 5	<input type="checkbox"/>

(d) To reject all votes cast in the partisan section of the ballot and the "party qualification section" of the ballot if votes are cast for candidates of more than 1 political party; or if votes are cast for candidates of 1 or more political parties and 1 or more votes are cast in the "party qualification section" of the ballot; or if more than 1 vote is cast in the "party qualification section" of the ballot, as in examples 5, 6, 7, 8, and 9.

(5)

PRIMARY FOR PARTY 1		
OFFICE 1	CANDIDATE A	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE B	<input checked="" type="checkbox"/>
OFFICE 2	CANDIDATE C	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE D	<input type="checkbox"/>
PRIMARY FOR PARTY 2		
OFFICE 1	CANDIDATE E	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE F	<input type="checkbox"/>
OFFICE 2	CANDIDATE G	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE H	<input checked="" type="checkbox"/>
PARTY QUALIFICATION SECTION		
VOTE FOR NOT MORE THAN 1 PARTY	PARTY 3	<input type="checkbox"/>
	PARTY 4	<input type="checkbox"/>
	PARTY 5	<input type="checkbox"/>

(6)

PRIMARY FOR PARTY 1		
OFFICE 1	CANDIDATE A	<input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE B	<input type="checkbox"/>
OFFICE 2	CANDIDATE C	<input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE D	<input type="checkbox"/>
PRIMARY FOR PARTY 2		
OFFICE 1	CANDIDATE E	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE F	<input type="checkbox"/>
OFFICE 2	CANDIDATE G	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE H	<input type="checkbox"/>
PARTY QUALIFICATION SECTION		
VOTE FOR NOT MORE THAN 1 PARTY	PARTY 3	<input checked="" type="checkbox"/>
	PARTY 4	<input type="checkbox"/>
	PARTY 5	<input type="checkbox"/>

(7)

PRIMARY FOR PARTY 1		
OFFICE 1	CANDIDATE A	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE B	<input type="checkbox"/>
OFFICE 2	CANDIDATE C	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE D	<input type="checkbox"/>

PRIMARY FOR PARTY 2		
OFFICE 1	CANDIDATE E	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE F	<input type="checkbox"/>
OFFICE 2	CANDIDATE G	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE H	<input type="checkbox"/>

PARTY QUALIFICATION SECTION		
VOTE FOR NOT MORE THAN 1 PARTY	PARTY 3	<input checked="" type="checkbox"/>
	PARTY 4	<input checked="" type="checkbox"/>
	PARTY 5	<input type="checkbox"/>

(8)

PRIMARY FOR PARTY 1	
OFFICE 1	CANDIDATE A <input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE B <input checked="" type="checkbox"/>
OFFICE 2	CANDIDATE C <input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE D <input type="checkbox"/>
PRIMARY FOR PARTY 2	
OFFICE 1	CANDIDATE E <input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE F <input type="checkbox"/>
OFFICE 2	CANDIDATE G <input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE H <input type="checkbox"/>
PARTY QUALIFICATION SECTION	
VOTE FOR NOT MORE THAN 1 PARTY	PARTY 3 <input type="checkbox"/>
	PARTY 4 <input type="checkbox"/>
	PARTY 5 <input type="checkbox"/>

(9)

PRIMARY FOR PARTY 1	
OFFICE 1	CANDIDATE A <input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE B <input type="checkbox"/>
OFFICE 2	CANDIDATE C <input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE D <input type="checkbox"/>
PRIMARY FOR PARTY 2	
OFFICE 1	CANDIDATE E <input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE F <input type="checkbox"/>
OFFICE 2	CANDIDATE G <input type="checkbox"/>
VOTE FOR NOT MORE THAN 1	CANDIDATE H <input type="checkbox"/>
PARTY QUALIFICATION SECTION	
VOTE FOR NOT MORE THAN 1 PARTY	PARTY 3 <input checked="" type="checkbox"/>
	PARTY 4 <input checked="" type="checkbox"/>
	PARTY 5 <input type="checkbox"/>

Example 5: Count no votes.

Example 6: Count no votes.

Example 7: Count no votes.

Example 8: Count no votes.

Example 9: Count no votes.

(12) For a partisan general election, the vote tabulation section of the program shall be written as follows:

(a) A vote shall be counted for each candidate of the political party indicated by the voter's straight ticket vote, if any other vote does not appear on the partisan portion of the ballot, as in example 10.

(10)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input checked="" type="checkbox"/>
	PARTY 2	<input type="checkbox"/>
	PARTY 3	<input type="checkbox"/>
OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 2—CANDIDATE B	<input type="checkbox"/>
	PARTY 3—CANDIDATE C	<input type="checkbox"/>
OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE D	<input type="checkbox"/>
	PARTY 2—CANDIDATE E	<input type="checkbox"/>
	PARTY 3—CANDIDATE F	<input type="checkbox"/>

Example 10: Count a vote for candidates A and D.

(b) A vote shall not be counted if the voter has voted more than 1 straight ticket vote and another vote does not appear on the partisan section of the ballot, as in example 11.

(11)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input checked="" type="checkbox"/>
	PARTY 2	<input checked="" type="checkbox"/>
	PARTY 3	<input type="checkbox"/>
OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 2—CANDIDATE B	<input type="checkbox"/>
	PARTY 3—CANDIDATE C	<input type="checkbox"/>
OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE D	<input type="checkbox"/>
	PARTY 2—CANDIDATE E	<input type="checkbox"/>
	PARTY 3—CANDIDATE F	<input type="checkbox"/>

Example 11: Do not count a vote for candidates of any party.

- (c) When only 1 candidate is to be elected to an office and the voter has voted a straight party ticket and voted for individual candidates, a vote shall be counted for each of the individual candidates voted for, and for each candidate of the party for which the straight party vote was voted and individual votes for candidates of other parties were not voted, as in examples 12 and 13.

Example 12: Count a vote for candidates B and E.

(12)		(13)	
STRAIGHT PARTY TICKET			
VOTE FOR NOT MORE THAN 1	PARTY 1	<input type="checkbox"/>	
	PARTY 2	<input checked="" type="checkbox"/>	
	PARTY 3	<input type="checkbox"/>	
OFFICE			
VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE A	<input type="checkbox"/>	
	PARTY 2—CANDIDATE B	<input checked="" type="checkbox"/>	
	PARTY 3—CANDIDATE C	<input type="checkbox"/>	
OFFICE			
VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE D	<input type="checkbox"/>	
	PARTY 2—CANDIDATE E	<input checked="" type="checkbox"/>	
	PARTY 3—CANDIDATE F	<input type="checkbox"/>	

Example 13: Count a vote for candidates B and D.

- (d) When 1 or more candidates are to be elected to an office and the voter has voted 2 or more straight party tickets and the individual votes for partisan candidates, a vote shall be counted for each individual candidate voted for when the number of votes for that office does not exceed the number for which the voter is entitled to vote, as in examples 14, 15, and 16.

(14)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input checked="" type="checkbox"/>
	PARTY 2	<input type="checkbox"/>
	PARTY 3	<input checked="" type="checkbox"/>

OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE A	<input checked="" type="checkbox"/>
	PARTY 2—CANDIDATE B	<input type="checkbox"/>
	PARTY 3—CANDIDATE C	<input type="checkbox"/>
OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE D	<input checked="" type="checkbox"/>
	PARTY 2—CANDIDATE E	<input type="checkbox"/>
	PARTY 3—CANDIDATE F	<input type="checkbox"/>

(15)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input checked="" type="checkbox"/>
	PARTY 2	<input checked="" type="checkbox"/>
	PARTY 3	<input type="checkbox"/>

OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE A	<input checked="" type="checkbox"/>
	PARTY 2—CANDIDATE B	<input checked="" type="checkbox"/>
	PARTY 3—CANDIDATE C	<input type="checkbox"/>
OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE D	<input checked="" type="checkbox"/>
	PARTY 2—CANDIDATE E	<input checked="" type="checkbox"/>
	PARTY 3—CANDIDATE F	<input type="checkbox"/>

(16)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input type="checkbox"/>
	PARTY 2	<input checked="" type="checkbox"/>
	PARTY 3	<input checked="" type="checkbox"/>

OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 2—CANDIDATE B	<input checked="" type="checkbox"/>
	PARTY 3—CANDIDATE C	<input checked="" type="checkbox"/>
OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE D	<input type="checkbox"/>
	PARTY 2—CANDIDATE E	<input type="checkbox"/>
	PARTY 3—CANDIDATE F	<input checked="" type="checkbox"/>

Example 14: Count a vote for candidates A and D.

Example 15: Do not count a vote for candidates of any party

Example 16: Count a vote for candidate F

(e) When 2 partisan candidates are to be elected to the same office and the voter has voted a straight party ticket for 1 political party and has voted individually for 2 candidates of a different political party for that office, a vote shall be counted for each of the candidates for whom the individual votes were voted, but votes shall not be counted for the candidates of the party indicated by the voter's straight party selection for that office, as in examples 17, 18, and 19.

(17)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input checked="" type="checkbox"/>
	PARTY 2	<input type="checkbox"/>
	PARTY 3	<input type="checkbox"/>

OFFICE	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 1—CANDIDATE B	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 2	PARTY 2—CANDIDATE C	<input type="checkbox"/>
	PARTY 2—CANDIDATE D	<input type="checkbox"/>
OFFICE	PARTY 3—CANDIDATE E	<input type="checkbox"/>
	PARTY 1—CANDIDATE F	<input type="checkbox"/>
	PARTY 1—CANDIDATE G	<input type="checkbox"/>
	PARTY 2—CANDIDATE H	<input checked="" type="checkbox"/>
	PARTY 2—CANDIDATE I	<input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 2	PARTY 3—CANDIDATE J	<input type="checkbox"/>

(18)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input checked="" type="checkbox"/>
	PARTY 2	<input type="checkbox"/>
	PARTY 3	<input type="checkbox"/>

OFFICE	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 1—CANDIDATE B	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 2	PARTY 2—CANDIDATE C	<input type="checkbox"/>
	PARTY 2—CANDIDATE D	<input checked="" type="checkbox"/>
OFFICE	PARTY 3—CANDIDATE E	<input checked="" type="checkbox"/>
	PARTY 1—CANDIDATE F	<input type="checkbox"/>
	PARTY 1—CANDIDATE G	<input type="checkbox"/>
	PARTY 2—CANDIDATE H	<input type="checkbox"/>
	PARTY 2—CANDIDATE I	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 2	PARTY 3—CANDIDATE J	<input type="checkbox"/>

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input checked="" type="checkbox"/>
	PARTY 2	<input type="checkbox"/>
	PARTY 3	<input type="checkbox"/>

OFFICE	PARTY 1—CANDIDATE A	<input type="checkbox"/>	
	PARTY 1—CANDIDATE B	<input type="checkbox"/>	
VOTE FOR NOT MORE THAN 2	PARTY 2—CANDIDATE C	<input checked="" type="checkbox"/>	
	PARTY 2—CANDIDATE D	<input checked="" type="checkbox"/>	
OFFICE	PARTY 3—CANDIDATE E	<input type="checkbox"/>	
	PARTY 1—CANDIDATE F	<input type="checkbox"/>	
	PARTY 1—CANDIDATE G	<input type="checkbox"/>	
	VOTE FOR NOT	PARTY 2—CANDIDATE H	<input type="checkbox"/>
	MORE THAN 2	PARTY 2—CANDIDATE I	<input checked="" type="checkbox"/>
		PARTY 3—CANDIDATE J	<input checked="" type="checkbox"/>

Example 17: Count a vote for candidates A, B, H, and I.

Example 18: Count a vote for candidates D, E, F, and G.

Example 19: Count a vote for candidates C, D, I, and J.

(f) When 2 partisan candidates are to be elected to the same office and the voter has voted a straight party ticket for 1 political party and that party has 2 candidates for that office, and the voter has voted an individual vote for 1 candidate for that office in a different political party, a vote shall be counted only for the candidate for whom the individual vote was made. Under these conditions, a vote shall not be counted for a candidate for that office by virtue of the voter's straight party selection, as in examples 20, 21, 22, and 23.

(20)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input checked="" type="checkbox"/>
	PARTY 2	<input type="checkbox"/>
	PARTY 3	<input type="checkbox"/>

OFFICE	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 1—CANDIDATE B	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 2	PARTY 2—CANDIDATE C	<input checked="" type="checkbox"/>
	PARTY 2—CANDIDATE D	<input type="checkbox"/>
	PARTY 3—CANDIDATE E	<input type="checkbox"/>

(21)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input checked="" type="checkbox"/>
	PARTY 2	<input type="checkbox"/>
	PARTY 3	<input type="checkbox"/>

OFFICE	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 1—CANDIDATE B	<input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 2	PARTY 2—CANDIDATE C	<input type="checkbox"/>
	PARTY 2—CANDIDATE D	<input type="checkbox"/>
	PARTY 3—CANDIDATE E	<input type="checkbox"/>

(22)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input checked="" type="checkbox"/>
	PARTY 2	<input type="checkbox"/>
	PARTY 3	<input type="checkbox"/>

OFFICE	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 1—CANDIDATE B	<input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 2	PARTY 2—CANDIDATE C	<input checked="" type="checkbox"/>
	PARTY 2—CANDIDATE D	<input type="checkbox"/>
	PARTY 3—CANDIDATE E	<input type="checkbox"/>

(23)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input checked="" type="checkbox"/>
	PARTY 2	<input type="checkbox"/>
	PARTY 3	<input type="checkbox"/>

OFFICE	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 1—CANDIDATE B	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 2	PARTY 2—CANDIDATE C	<input type="checkbox"/>
	PARTY 2—CANDIDATE D	<input type="checkbox"/>
	PARTY 3—CANDIDATE E	<input checked="" type="checkbox"/>

Example 20: Count a vote for candidate C only.

Example 21: Count a vote for candidates A and B.

Example 22: Count a vote for candidates B and C.

Example 23: Count a vote for candidate E only.

(g) When 2 partisan candidates are to be elected to the same office and the voter has voted a straight party ticket for 1 political party and that party has only 1 candidate for that office, a vote shall be counted for that party candidate for that office as in example 24, and if the voter has voted for a candidate of a different political party for that office, that vote shall be counted, as in example 25.

(24)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input type="checkbox"/>
	PARTY 2	<input type="checkbox"/>
	PARTY 3	<input checked="" type="checkbox"/>

OFFICE	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 1—CANDIDATE B	<input type="checkbox"/>
VOTE FOR NOT MORE THAN 2	PARTY 2—CANDIDATE C	<input type="checkbox"/>
	PARTY 2—CANDIDATE D	<input type="checkbox"/>
	PARTY 3—CANDIDATE E	<input type="checkbox"/>

(25)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input type="checkbox"/>
	PARTY 2	<input type="checkbox"/>
	PARTY 3	<input checked="" type="checkbox"/>

OFFICE	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 1—CANDIDATE B	<input checked="" type="checkbox"/>
VOTE FOR NOT MORE THAN 2	PARTY 2—CANDIDATE C	<input type="checkbox"/>
	PARTY 2—CANDIDATE D	<input type="checkbox"/>
	PARTY 3—CANDIDATE E	<input type="checkbox"/>

Example 24: Count a vote for candidate E.

Example 25: Count a vote for candidates B and E.

(h) When a voter has voted a straight party ticket for a political party and has voted individual votes for members of that party only, a vote shall be counted for each candidate of that party. These conditions do not constitute an overvote, as in Example 26.

(26)

STRAIGHT PARTY TICKET		
VOTE FOR NOT MORE THAN 1	PARTY 1	<input type="checkbox"/>
	PARTY 2	<input checked="" type="checkbox"/>
	PARTY 3	<input type="checkbox"/>

OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE A	<input type="checkbox"/>
	PARTY 2—CANDIDATE B	<input checked="" type="checkbox"/>
	PARTY 3—CANDIDATE C	<input type="checkbox"/>
OFFICE VOTE FOR NOT MORE THAN 1	PARTY 1—CANDIDATE D	<input type="checkbox"/>
	PARTY 2—CANDIDATE E	<input type="checkbox"/>
	PARTY 3—CANDIDATE F	<input type="checkbox"/>

Example 26: Count a vote for B and E.

APPENDIX C (continued)

APPLICABLE MICHIGAN COMPILED LAW STATUTES

168.794 Definitions used in SS 168.794 to 168.799a.

Sec. 794. As used in sections 794 to 799a:

(a) "Audit trail" means a record of the votes cast by each voter that can be printed, recorded, or visually reviewed after the polls are closed. The record shall not allow for the identification of the voter.

(b) "Ballot" means a card, ballot label, paper ballot, envelope, or any medium through which votes are recorded.

(c) "Ballot label" means the display or material containing the names of offices and candidates or the questions to be voted on.

(d) "Counting center" means 1 or more locations selected by the board of election commissioners of the city, county, township, village, or school district at which ballots are counted by means of electronic tabulating equipment or vote totals are electronically received from electronic tabulating equipment and electronically compiled.

(e) "Electronic tabulating equipment" means an apparatus that electronically examines and counts votes recorded on ballots and tabulates the results.

(f) "Electronic voting system" means a system in which votes are recorded and counted by electronic tabulating equipment.

(g) "Escrow account" means a third party approved by the secretary of state for the purpose of taking custody of all source codes, including all revisions or modifications of source codes.

(h) "Source code" means the assembly language or high level language used to program the electronic voting system.

(i) "Voting device" means an apparatus that contains the ballot label and allows the voter to record his or her vote. (j) "Voting station" means an enclosure provided to ensure ballot secrecy during the voting of the ballot. (k) "Memory device" means a method or device used to store electronic data.

History: Add. 1967, Act 155, Imd. Eff. June 30, 1967;--Am. 1990, Act 109, Imd. Eff. June 18, 1990;--Am. 1992, Act 8, Imd. Eff. Mar. 10, 1992.

168.795 Electronic voting system; requirements; method for rendering electronic tabulating equipment inoperable.

Sec. 795. (1) An electronic voting system acquired or used pursuant to sections 794 to 799a shall meet all of the following requirements:

(a) Provide for voting in secrecy, except in the case of voters who receive assistance as provided by this act.

(b) Permit each elector to vote at an election for all persons and offices for whom and for which the elector is lawfully entitled to vote; to vote for as many persons for an office as the elector is entitled to vote for; and to vote for or against any question upon which the elector is entitled to vote. Except as otherwise provided in this subdivision, the electronic tabulating equipment shall reject all choices recorded on the elector's ballot for an office or a question if the number of choices exceeds the number that the elector is entitled to vote for on that office or question. Electronic tabulating equipment that can detect and inform an elector voting in person that the choices recorded on the elector's ballot for an office or a

question exceeds the number that the elector is entitled to vote for on that office or question shall offer the elector an opportunity to correct the error before rejecting the choices recorded on the elector's ballot.

(c) Permit an elector, at a presidential election, by a single selection to vote for the candidates of a party for president, vice-president, and presidential electors.

(d) Permit an elector at other than a primary election to vote for all of the candidates of a political party by a single selection or to vote a split or mixed ticket.

(e) Permit an elector in a primary election to vote for the candidates in the party primary of the elector's choice. Except as otherwise provided in this subdivision, the electronic tabulating equipment shall reject each ballot on which votes are cast for candidates of more than 1 political party. Electronic tabulating equipment that can detect and inform an elector voting in person that the elector has voted for candidates of more than 1 political party shall offer the elector an opportunity to correct the error before rejecting the elector's ballot.

(f) Prevent an elector from voting for the same person more than once for the same office.

(g) Be suitably designed for the purpose used; be durably constructed; and be designed to provide for safety, accuracy, and efficiency.

(h) Beginning June 18, 1990, be designed to accommodate the needs of an elderly voter or a person with 1 or more disabilities.

(i) Record correctly and count accurately each vote properly cast.

(j) Provide an audit trail.

(k) Provide an acceptable method for an elector to vote for a person whose name does not appear on the ballot.

(1) Allow for accumulation of vote totals from the precincts in the jurisdiction. The accumulation software must meet specifications prescribed by the secretary of state and must be certified by the secretary of state as meeting these specifications.

(2) Electronic tabulating equipment that counts votes at the precinct before the close of the polls shall provide a method for rendering the equipment inoperable if vote totals are revealed before the close of the polls.

History: Add. 1967, Act 155, Imd. Eff. June 30, 1967;--Am. 1990, Act 109, Imd. Eff. June 18, 1990;--Am. 1992, Act 8, Imd. Eff. Mar. 10, 1992;--Am. 1998, Act 21, Imd. Eff. Mar. 12, 1998;--Am. 1999, Act 218, Eff. Mar. 10, 2000.

168.795a Electronic voting system; approval by board of state canvassers; conditions; approval of improvement or change; inapplicability of subsection (1); intent to purchase statement; instruction in operation and use; disapproval.

Sec. 795a. (1) An electronic voting system shall not be used in an election unless it is approved by the board of state canvassers as meeting the requirements of sections 794 and 795 and instructions regarding recounts of ballots cast on that electronic voting system that have been issued by the secretary of state, unless section 797c has been complied with, and unless it meets 1 of the following conditions:

(a) Is certified by an independent testing authority accredited by the national association of state election directors and by the board of state canvassers.

(b) In the absence of an accredited independent testing authority, is certified by the manufacturer of the voting system as meeting or exceeding the performance and test standards referenced in subdivision (a) in a manner prescribed by the board of state canvassers.

(2) The vendor or representative seeking approval of an electronic voting system shall do all of the following:

(a) Deposit with the secretary of state a nonrefundable application fee of \$1,500.00 for a new voting system and a fee of \$500.00 for an upgrade to any existing system.

(b) File with the secretary of state a list of all states in which the voting system has been approved for use. This list shall state how long the system has been used in the state and shall disclose any reports compiled by any state or local government concerning the performance of the system. The vendor shall remain responsible for filing this information on an ongoing basis.

(c) File with the secretary of state copies of all standard contracts and maintenance agreements used in connection with the sale of the voting system. All changes to standard contracts and maintenance agreements shall be filed with the secretary of state.

(d) Pay the cost for any field test required by the board of state canvassers.

(e) State the number of voters each component of the voting system can process per hour under each of the following circumstances:

(i) An election in which there are 10 or fewer items to be voted on the ballot by each voter.

(ii) An election in which the ballot consists of the number of items typically voted on at a presidential general election in this state.

(3) The board of state canvassers shall conduct a field test of all new voting systems as part of the certification process. The field test shall involve Michigan electors and election officials in simulated election day conditions. The test shall be designed to gauge voter reaction to the system, problems that voters have with the system, and the number of voting stations required for the efficient operation of an election based upon the vendor's statement provided under subsection (2)(e).

(4) The board of state canvassers shall approve an electronic voting system for use in this state only if it meets the conditions of subsection (1) except that in an emergency situation that threatens the ability of a county, city, or township to conduct a scheduled election, the board of state canvassers may approve a correction of software or firmware after testing the software or firmware performance.

(5) If an electronic voting system is approved for use before January 1, 1997 by the board of state canvassers, it may be used in an election. However, if the electronic voting system has its software or firmware improved or changed, the system shall comply with the requirements of subsection (1).

(6) After an electronic voting system is approved, an improvement or change in the electronic voting system shall be submitted to the board of state canvassers for approval pursuant to this section. This subsection does not apply to the technical capability of a general purpose computer, reader, or printer to electronically record and count votes.

(7) A county, city, township, village, or school district shall file "an intent to purchase statement" with the secretary of state 30 days before any purchase agreement is made to purchase a new voting system. The secretary of state shall provide all information concerning the operation of the voting system in Michigan or any other state to the local unit of government within 25 days after receiving the "intent to purchase statement".

(8) The secretary of state shall instruct local election officials regarding the operation and use of an approved electronic voting system in order to carry out the purposes of sections 794 to 799a and the rules promulgated pursuant to sections 794 to 799a.

(9) If the board of state canvassers determines that an electronic voting system that was approved under subsection (1) no longer meets the requirements described in that subsection, the board of state canvassers may disapprove that voting system. An electronic voting system that has been disapproved by the board of state canvassers under this subsection shall not be used in an election, unless it is reapproved by the board of state canvassers under subsection (1).

History: Add. 1967, Act 155, Imd. Eff. June 30, 1967;--Am. 1990, Act 109, Imd. Eff. June 18, 1990;--Am. 1992, Act 8, Imd. Eff. Mar. 10, 1992;--Am. 1995, Act 261, Eff. Mar. 28, 1996;--Am. 1996, Act 583, Eff. Mar. 31, 1997;--Am. 1998, Act 215, Imd. Eff. July 1, 1998.

Administrative rules: R 168.771 et seq. of the Michigan Administrative Code.

168.795b Printing or displaying ballot labels, questions, office titles, and names of candidates; columns, pages, and directional signs; ballot stub.

Sec. 795b. (1) Ballot labels shall be printed or displayed in plain, clear, black type on white surface. Questions may be printed or displayed on red tinted surface and the names of candidates for nonpartisan offices on blue tinted surface. County questions may be printed or displayed on green tinted surface and local questions may be printed or displayed on buff surface. In a primary election to identify each political party, the titles of offices and the names of candidates may be arranged in vertical columns or in a series of separate pages or displays. The office title with a statement of the number of candidates to be voted for shall be printed or displayed above or at the side of the names of the candidates for that office. The offices and candidates shall be printed or displayed in the order provided by law, or if no such provision is made, in the order prescribed by the board of election commissioners of the county, city, village, township, or school district. If there are more candidates for an office than can be printed or displayed in 1 column or on 1 page or display, the ballot label shall be clearly marked that the list of candidates is continued on the following column, page, or display, and so far as possible, the same number of names shall be printed or displayed on each column, page, or display. Arrows or other directional signs may be used to indicate the place to vote for each candidate or question.

(2) Ballots that are processed through electronic tabulating equipment after the elector has voted shall have an attached, numbered, perforated stub.

History: Add. 1967, Act 155, Imd. Eff. June 30, 1967;--Am. 1990, Act 109, Imd. Eff. June 18, 1990.

168.795c Indicating different parts of ballot on ballot label; placement of parts; 2 or more elections on same day; partisan elections; voting split or mixed ticket.

Sec. 795c. The different parts of the ballot, such as partisan, nonpartisan, and questions, shall be prominently indicated on the ballot label, and, if practicable, each part may be placed on a separate page, column, or display. If 2 or more elections are held on the same day, the ballot label shall be clearly marked to indicate the ballot for each election. In partisan elections the ballot label shall include a position by which the voter may by a single selection record a straight party ticket vote for all the candidates of 1 party. The voter may vote a split or mixed ticket.

History: Add. 1967, Act 155, Imd. Eff. June 30, 1967;--Am. 1990, Act 109, Imd. Eff. June 18, 1990.

168.797c Computer program; disposition and use of source code.

Sec. 797c. A person or company providing a computer program that examines, counts, tabulates, and prints results of the votes cast by a voter on an electronic voting system shall place in an escrow account a copy of the source code of the program and any subsequent revisions or modifications of the source code. The secretary of state or an authorized agent of the secretary of state shall agree to use the information contained in the source code solely for the purpose of analyzing and testing the software and shall not disclose proprietary information to any other person or agency without the prior written consent of the vendor.

History: Add. 1967, Act 155, Imd. Eff. June 30, 1967; --Am. 1990, Act 109, Imd. Eff. June 18, 1990.

APPENDIX D

COST PROPOSAL FORM

Note: If multiple systems are proposed, a separate cost proposal must be prepared for each.
All pricing submitted shall be extended to county and local governments.

Price Breakdown – Mandatory Items	Model/Version	Per Unit Price
Accessible Voting System		\$_____
Programming Software		\$_____
Total		\$_____

Per Unit Cost for Implementing New FEC Voting System Guidelines	\$_____
--	---------

APPENDIX D

COST PROPOSAL FORM

Optional Items – Items which jurisdictions may want to purchase extra, on their own, as back ups or to speed the processing of voters. List all items that can be purchased separately.

Price Breakdown	Model/Version	Unit Price (ea.)
Extra Accessible Voting Systems (includes accessories, warranty and shipping only)		\$ _____
Other Items: Memory devices		\$ _____
Other Items:		\$ _____

Post Warranty Maintenance	2006	2007	2008	2009	2010	2111	2112	2113
Annual maintenance price per Accessible Voting System	Covered in purchase price	Covered in purchase price	Covered in purchase price	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

APPENDIX D

COST PROPOSAL FORM

Accessible Voting System Programming Costs, (price per system):

Election Year	2006	2008	2010
State General Election	\$ _____	\$ _____	\$ _____
State Primary Election	\$ _____	\$ _____	\$ _____
Local General Election	\$ _____	\$ _____	\$ _____
Local Primary Election	\$ _____	\$ _____	\$ _____

If other costs and/or cost categories exist for the product(s) proposed, they must be individually listed in your response to this section.

If the proposed system is selected for use throughout the State, are additional hardware and software items required for any or all jurisdictions to ensure seamless use with existing optical scan systems? Refer to section 1.103.

Yes

No

If yes, list every component and price involved.

**APPENDIX E
UNIT PRICE BREAKDOWN**

Note: If multiple systems are proposed, a separate cost proposal must be prepared for each.

Item	Sub Item	Potential Quantity	Price Breakdown	Unit Price
Accessible voting system	Model/Version	4000		\$_____
	<u>Initial Acquisition Cost</u>			
		Administrative Overhead	\$_____	
		Contractor	\$_____	
		Subcontractor(s)	\$_____	
		Hardware	\$_____	
		Device	\$_____	
		Peripherals (List each separately)	\$_____	
		Software	\$_____	
		Firmware	\$_____	
		Programming	\$_____	
		Warranty	\$_____	
		Documentation	\$_____	
		Training	\$_____	
		Implementation Cost	\$_____	
		Project Management	\$_____	
		Logistics	\$_____	

APPENDIX E

UNIT PRICE BREAKDOWN

Item	Sub Item		Price Breakdown	Unit Price
		Transportation	\$_____	
		Receiving	\$_____	
		Unpacking	\$_____	
		Removal of Packaging	\$_____	
		Configuration	\$_____	
		Testing	\$_____	
		Installation	\$_____	
		Contractor Training Time & Travel	\$_____	
	Other		\$_____	
Total Unit Costs				
Total State Cost				

Total Unit Costs equals the **Price Breakdown** for all of the sub-items listed and should equal the **Unit Price in Appendix D**.

Total State Cost **equals the** Unit Price **times 4000**.

**APPENDIX F
TRAINING MATRIX**

This matrix represents the minimum guarantees for training provided to the State and jurisdictions. There are six tables to be completed, to show the varying levels of staff training involved (State; County; Local—Small, Medium, and Large; and Pollworker). All training costs related to these minimum guarantees shall be included in the Cost Matrix, Appendix E. Refer to **Section 1.104 Work and Deliverables, C. Training and User Information** for additional information on training requirements.

State Level							
Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
ACCESSIBLE VOTING SYSTEM-- Initial Technical Training							
ACCESSIBLE VOTING SYSTEM-- Election Day Training Procedural							
Programming Software: Initial Training							
Programming Software: Election Day Training							

**APPENDIX G
TRAINING MATRIX**

County Level							
Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
ACCESSIBLE VOTING SYSTEM-- Initial Technical Training							
ACCESSIBLE VOTING SYSTEM-- Election Day Training Procedural							
Programming Software: Initial Training							
Programming Software: Election Day Training							

**APPENDIX H
TRAINING MATRIX**

Jurisdiction Level 600 Precincts							
Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
ACCESSIBLE VOTING SYSTEM-- Initial Technical Training							
ACCESSIBLE VOTING SYSTEM-- Election Day Training Procedural							
Programming Software: Initial Training							
Programming Software: Election Day Training							

**APPENDIX I
TRAINING MATRIX**

Jurisdiction Level - 100 Precincts							
Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
ACCESSIBLE VOTING SYSTEM— Initial Technical Training							
ACCESSIBLE VOTING SYSTEM— Election Day Training Procedural							
Programming Software: Initial Training							
Programming Software: Election Day Training							

**APPENDIX J
TRAINING MATRIX**

Jurisdiction Level - 5 Precincts							
Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
ACCESSIBLE VOTING SYSTEM— Initial Technical Training							
ACCESSIBLE VOTING SYSTEM— Election Day Training Procedural							
Programming Software: Initial Training							
Programming Software: Election Day Training							

**APPENDIX K
TRAINING MATRIX**

Pollworker Training							
Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
ACCESSIBLE VOTING SYSTEM— Initial Technical Training							
ACCESSIBLE VOTING SYSTEM— Election Day Training Procedural							
Programming Software: Initial Training							
Programming Software: Election Day Training							

**APPENDIX L
TRAINING MATRIX**

Additional Questions

<p>1. Describe your plans for assisting local and county election officials in the training for election inspectors within 20 days prior to an election pursuant to Michigan Election Law.</p>	
<p>2. Describe your plans for providing post delivery training referenced in "Section 1.104C Training and User Information" required within 30 days following delivery.</p>	
<p>3. Describe the types of voter education training materials that you will provide as required in "Section 1.104C Training and User Information" in the ITB. Please indicate when these materials will be provided.</p>	

**APPENDIX M
IMPLEMENTATION MATRIX**

The State presumes implementation resources will differ based on the size of county. Complete this matrix showing minimum staff commitments for the following county examples.

<u>County Size</u>	Minimum number of contractor staff hours	Minimum number of contractor staff persons (FTE's)	Time Lapse of initial implementation project plan (Start date - end date)
Small County (Example - Schoolcraft Co.)			
Medium County (Example - Ingham Co.)			
Large County - (Example - Oakland Co.)			

APPENDIX N

MEMORANDUM

DATE: November 21, 2005
TO: Vendors Submitting Bids For Accessible Voting Systems
FROM: Michigan Department of State, Bureau of Elections
SUBJECT: Board of State Canvassers' Approval of Voting Systems

A voting system must receive approval from the Board of State Canvassers before it can be marketed and used in the State of Michigan. Currently no voting system that satisfies the disability voting requirements of the Help America Vote Act (HAVA) has received this approval.

In view of the tight timeframe for the implementation of a HAVA compliant accessible voting system, we are currently soliciting approval applications for any voting systems which meet the requirements outlined in the Accessible Voting System Invitation to Bid (ITB# 0711). A letter to Christopher M. Thomas, Director of Elections, requesting Board of State Canvassers' approval of the voting system.

- Election Equipment Approval/Certification Application (enclosed).
- A check for \$1,500.00.
- Relevant ITA reports.
- Assigned NASED ID number.
- A copy of standard contracts and maintenance agreements.

Applicants will be contacted by a representative of the Bureau of Elections to schedule the required logic and accuracy tests of the system. The tests are designed to ensure that the system complies with the requirements of Michigan election law and the relevant promulgated rules. In preparation for the tests, you will need to provide programming and ballots (if applicable) for both a Michigan primary and a general election as specified by the Bureau.

A "field test" of the system will also be arranged. All new voting systems are required to undergo a field test during which voters are given an opportunity to use the system and offer written comments on the system's ease of use. We anticipate that the various advocacy groups which represent the disabilities community will be involved in the field test activities. The same programming and ballots will be used during field testing.

If you would like the Bureau to consider a voting system that has not yet received ITA certification under the 2002 Federal Voting System Standards, a status report must be included with your application which explains where you are in the ITA testing and certification process and the anticipated completion date.

Applications must be received by the Bureau no later than Friday, December 9, 2005. A separate application must be submitted for each system that you wish to have evaluated and considered.

Enclosure

