STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

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

<u>CONTRACT CHANGE NOTICE</u>

Change Notice Number **13**
to
Contract Number **MA071B7700128C**

	CONTRACTOR			STATE		
	HART INTERCIVIC, INC.		Program Manager	David Tarrant	MDOS	
	3800 Quick Hill Road			517-373-2543		
	Austin TX 78728			tarrantd2@michigan.gov		
	David Magedson		Contract Administrator	Katie McFarland	DTMB	
	512-252-6801			517-930-6814		
	dmagedson@hartic.com			mcfarlandk1@michigan.gov		
	CV0138739					

CONTRACT SUMMARY			
Voting System Hardware, Firmware, Software and Ser			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2017	February 28, 2027	0 - 0 Months	February 28, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
NET 45			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**

ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$19,909,960.11	$0.00	$19,909,960.11		

DESCRIPTION
Effective 6/23/2025, pricing on this contract is hereby updated per revised Attachment C - Pricing. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

STATE OF MICHIGAN

Contract No. 071B7700128
Voting System Hardware, Firmware, Software and Service
Revised - SCHEDULE C PRICING

Cost Table 1. Precinct Tabulators and Accessible Voting Systems

	PURCHASE AND INITIAL SERVICE / MAINTENANCE PERIOD (ACQUISITION YEAR + 4 YEARS)			EXTENDED SERVICE / MAINTENANCE PERIOD (ANNUAL PAYMENT – UP TO 5 ADDITIONAL YEARS)
	Per-Unit Purchase Price	**Incentive Program (existing equipment per-unit trade-in discount) See Schedule A Section 1.9**	**Per-Unit Purchase Price with Discount**	**Per-Unit Annual Extended Service/Maintenance Price**
Precinct Tabulators – • 1 at State level (no charge) • 1 per county • 1 per precinct • AVCB Tabulators	$5,501.00	$1.00	$5,500.00	$564.00
Accessible Voting System (1 per polling place)*	$4,701.00	$1.00	$4,700.00	$515.00
vDrive (Memory Device) - 1 per voting device	$54.00	$0.00	$54.00	N/A
Verity Key (Security Device) 1 per jurisdiction	$95.00	$0.00	$95.00	N/A
6 Bay Battery Charger - 1 per County / State	$704.00	$0.00	$704.00	N/A

*Polling places with more than 2 precincts may receive an additional accessible voting system.

Notes

*__Hart will offer a $1.00 trade in-discount__ for current voting equipment. This is reflected in Schedule C, Pricing. Hart will also remove old voting systems for counties that wish to salvage their old equipment. Hart will not resell the equipment, but will have it salvaged in an environmentally responsible manner at no cost to the counties.

**__Pricing for Precinct Tabulator__ includes the following: Verity Scan voting unit with Relay (electronic transmission), Ballot Box with transport bag and privacy screens. Price includes acquisition year plus 4 years of service / maintenance (includes warranty coverage).

__Pricing for Accessible Voting System__ includes the following: Verity Touch Writer with Access ballot marking device, accessible voting booth, **Brother EX415DW ballot printer and printer table. Price includes acquisition year plus 4 years of service / maintenance (includes warranty coverage)

***__Per-Unit Annual Extended Service/Maintenance Price__ (includes warranty coverage) covers years 6 through 10. Years 1 through 5 are covered with initial purchase

Cost Table 4. Component Replacement / Additional Parts

All applicable and available component parts for the Contractor's system is listed below. For each component part, the Contractor has identified the source for obtaining the part and whether the part is available commercially off the shelf (COTS).

NOTE: If alternative purchase sources are available, the State, counties and local jurisdictions reserve the right to purchase from those sources.

Contractor must also list all other system features available in their proposed system, if the cost for such features have not been included elsewhere in this Cost Proposal.

Product	Estimated Life (Years)	Purchase Source (Indicate if COTS)	Current Per-Unit Price	Revised Per-Unit Price
Consumable Items				
Thermal Printer Rolls (Archival Grade)	2	Hart	$1.80	$1.80
Toner Cartridge, Okidata B431D, Black	2	COTS	$165.00	$165.00
Toner Cartridge, Okidata B432dn, Black	2	COTS	$97.00	$97.00
Toner Cartridge, Okidata B432dn, Black (High Capacity)	2	COTS	$197.00	$197.00
Toner Cartridge, OkidataB432dn, Black (Medium Capacity)	2	COTS	$145.00	$145.00
Toner Cartridge, Okidata C831, Black	2	COTS	$130.00	$130.00
Toner Cartridge, Okidata C831, CYAN	2	COTS	$300.00	$300.00
Toner Cartridge, Okidata C831, Magenta	2	COTS	$300.00	$300.00
Toner Cartridge, Okidata C831, Yellow	2	COTS	$300.00	$300.00
Toner Cartridge, Okidata C844, Black	2	COTS	$129.00	$129.00
Toner Cartridge, Okidata C844, Cyan	2	COTS	$185.00	$185.00
Toner Cartridge, Okidata C844, Magenta	2	COTS	$185.00	$185.00
Toner Cartridge, Okidata C844, Yellow	2	COTS	$185.00	$185.00
Toner Cartridge, Okidata C911, Black	2	COTS	$130.00	$130.00
Toner Cartridge, Okidata C911, CYAN	2	COTS	$515.00	$515.00
Toner Cartridge, Okidata C911, Magenta	2	COTS	$515.00	$515.00
Toner Cartridge, Okidata C911, Yellow	2	COTS	$515.00	$515.00
Toner Cartridge, Okidata C931e, Black	2	COTS	$215.00	$215.00
Toner Cartridge, Okidata C931e, Cyan	2	COTS	$405.00	$405.00
Toner Cartridge, Okidata C931e, Magenta	2	COTS	$405.00	$405.00
Toner Cartridge, Okidata C931e, Yellow	2	COTS	$405.00	$405.00
Printer Drum Kit, Okidata C911, Black	2	COTS	$370.00	$370.00
Drum Kit, Okidata C931e, Black	2	COTS	$450.00	$450.00
Drum Kit, Okidata C931e, Cyan	2	COTS	$750.00	$750.00
Drum Kit, Okidata C931e, Magenta	2	COTS	$750.00	$750.00
Drum Kit, Okidata C931e, Yellow	2	COTS	$750.00	$750.00
Printer Drum Kit, Okidata C831, Black	2	COTS	$175.00	$175.00
Drum Kit, Okidata C844, Black	2	COTS	$210.00	$210.00
Drum Kit, Okidata C844, Cyan	2	COTS	$210.00	$210.00
Drum Kit, Okidata C844, Magenta	2	COTS	$210.00	$210.00
Drum Kit, Okidata C844, Yellow	2	COTS	$210.00	$210.00

Item	Qty	Type	Unit Price	Ext Price
Printer Drum Kit, Okidata B431D. Black	2	COTS	$175.00	$175.00
Drum Kit, Okidata B432dn, Black	2	COTS	$175.00	$175.00
Headphone Covers (Box of 100)	0	COTS	$31.50	$31.50
Brother HLL6400DWVS Printer	2	Hart	$795.00	$795.00
IntoPrint SP1360 Printer	2	COTS	$7,775.00	$7,775.00
Okidata B432dn Printer w/ Starter Cartridge	2	Hart	$380.00	$380.00
Okidata C931e Ballot Printer w/ Starter Cartridges	2	COTS	$6,995.00	$6,995.00
Optional and Replacement Items				
Verity Build Dimensional Overlays	10	Hart	$235.00	$235.00
vDrive (Memory Device)	5	Hart	$54.00	$54.00
Verity Key	5	Hart	$95.00	$95.00
Verity Workstation	7	Hart	$4,400.00	$4,400.00
Accessible Booth Transport Bag	10	Hart	$85.00	$85.00
Accessible Voting Unit Printer Stand	10	Hart	$50.00	$50.00
Ballot Box Transport Bag	10	Hart	$60.00	$60.00
1 Bay Battery Charger	10	Hart	$185.00	$185.00
6 Bay Battery Charger	10	Hart	$704.00	$704.00
24" Flat Panel Monitor	7	Hart	$350.00	$350.00
Brother HLL6400DWVS Printer	2	Hart	$795.00	$795.00
Okidata B432dn Printer w/ Starter Cartridge	2	Hart	$380.00	$380.00
Brother EX415DW Printer	**2**	**Hart**	**New Item**	**$895.00**
Printer Tray Extender (Brother)	**5**	**Hart**	**New Item**	**$265.00**
Canon DR-G2140 Central Scanner	5	Hart	$10,000.00	$10,000.00
Canon DR-G2110 Central Scanner	5	Hart	$7,500.00	$7,500.00
Relay Modem Kit	10	Hart	$500.00	$500.00
Ethernet Cable	10	Hart or COTS	$20.00	$20.00
Hard Drive, 1 TB	10	Hart	$600.00	$600.00
Jelly Switches	10	COTS	$183.70	$183.70
Network Switch	10	Hart	$80.00	$80.00
Verity Voting Device Battery	5	Hart	$121.00	$121.00
Privacy Screen (Black)	10	Hart	$15.00	$15.00
Verity AC Power Cord	10	Hart	$6.00	$6.00
Verity AC/DC Power Supply	10	Hart	$100.00	$100.00
Verity Access Custom USB Printer Cable	10	Hart	$22.00	$22.00

Verity Accessible Booth w/ Transport Bag and Privacy Screens	10	Hart	$430.00	$430.00
Verity Ballot Box w/ Transport Bag and Privacy Screens	10	Hart	$535.00	$535.00
Secure Ballot Transport Bag	10	Hart	$60.00	$60.00
Ballot Transport Bag w/ Wheels	10	Hart	$150.00	$150.00
Verity Caddy Cover, 4' Wide	10	Hart	$250.00	$250.00
Verity Caddy with Casters, 4' Wide	10	Hart	$1,075.00	$1,075.00
Ballot Box Cart	10	Hart	$699.00	$699.00
Ballot Box Cart Cover	10	Hart	$62.00	$62.00
Verity Duo Accessible Booth w/ Transport Bag and Privacy Screens	10	Hart	$525.00	$525.00
Verity Access - ATI Module	5	Hart	$520.00	$520.00
Verity Headphones for Access Device	5	Hart	$20.00	$20.00
USB Extension Cable	5	COTS	$26.50	$26.50
Verity Headset (Headphones with Microphone)	5	Hart	$54.00	$54.00

Cost Table 5. Supplemental Cost Table

Description		Price Per Unit
Verity Print	Paper ballot printing unit; includes printer and extended tray; includes service and maintenance (acquisition year plus 4 years)	$6,100.00
AutoBallot Kit (Optional, for use with Verity Print and/or Verity Touch Writer)	Barcode scanner kit for automatic Verity access code/ballot creation from VR/electronic poll book data or barcode.	$499.00
Verity Transmit	Transmission device for Verity Relay (acquisition year plus 4 years)	$5,650.00
Verity Touch Writer to Print Conversion	**Service to convert Verity Touch Writer w/ Access to Verity Print**	**$500.00**

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **12**
to
Contract Number **MA071B7700128C**

<table>
<tr><td rowspan="7">CONTRACTOR</td><td>HART INTERCIVIC, INC.</td><td rowspan="7">STATE</td><td rowspan="3">Program Manager</td><td>David Tarrant</td><td>MDOS</td></tr>
<tr><td>3800 Quick Hill Road</td><td>517-373-2543</td><td></td></tr>
<tr><td>Austin TX 78728</td><td>tarrantd2@michigan.gov</td><td></td></tr>
<tr><td>David Magedson</td><td rowspan="3">Contract Administrator</td><td>Katie McFarland</td><td>DTMB</td></tr>
<tr><td>512-252-6801</td><td>517-930-6814</td><td></td></tr>
<tr><td>dmagedson@hartic.com</td><td>mcfarlandk1@michigan.gov</td><td></td></tr>
<tr><td>CV0138739</td></tr>
</table>

CONTRACT SUMMARY

Voting System Hardware, Firmware, Software and Ser

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2017	February 28, 2027	0 - 0 Months	February 28, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ Direct Voucher (PRC)	☐ Other	☒ Yes	☐ No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$19,909,961.11	$0.00	$19,909,961.11

DESCRIPTION

Effective June 10, 2024, pricing on this contract hereby updated, per revised Schedule C - Pricing.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

STATE OF MICHIGAN

Contract No. 071B7700128

Voting System Hardware, Firmware, Software and Service

SCHEDULE C PRICING - Revisions Only

Cost Table 1. Precinct Tabulators and Accessible Voting Systems

	PURCHASE AND INITIAL SERVICE/ MAINTENANCE PERIOD (ACQUISITION YEAR + 4 YEARS)			EXTENDED SERVICE/ MAINTENANCE PERIOD (ANNUAL PAYMENT – UP TO 5 ADDITIONAL YEARS)
	Per-Unit Purchase Price	**Incentive Program (existing equipment per-unit trade-in discount) See Schedule A Section 1.9**	**Per-Unit Purchase Price with Discount**	**Per-Unit Annual Extended Service/Maintenance Price**
Precinct Tabulators • 1 at State level (no charge) • 1 per county • 1 per precinct • AVCB tabulators	$5,501.00	$1.00	$5,500.00	$564.00
Accessible Voting System (1 per polling place)	OLD: $4,501.00 **NEW: $4,701.00**	$1.00	OLD$4,501.00 **NEW: $4,700.00**	$515.00
vDrive (memory device) – 1 per voting device	OLD: $45.00 **NEW: $54.00**	$0.00	OLD: $45.00 **NEW: $54.00**	N/A
Verity Key (security device) – 1 per jurisdiction	OLD: $80.00 **NEW: $95.00**	$0.00	OLD: $80.00 **NEW: $95.00**	N/A
6 Bay Batter Charger – 1 per County/State	OLD: $540.00 **NEW: $704.00**	$0.00	OLD: $540.00 **NEW: $704.00**	N/A

*Polling places with more than 2 precincts may receive an additional accessible voting system.

Notes

*Hart will offer a $1.00 trade in-discount for current voting equipment. This is reflected in Schedule C, Pricing. Hart will also remove old voting systems for counties that wish to salvage their old equipment. Hart will not resell the equipment, but will have it salvaged in an environmentally responsible manner at no cost to the counties.

Pricing for Precinct Tabulator includes the following: Verity Scan voting unit with Relay (electronic transmission), Ballot Box with transport bag and privacy screens. Price includes acquisition year plus 4 years of service / maintenance (includes warranty coverage).

Pricing for Accessible Voting System includes the following: Verity Touch Writer with Access ballot marking device, accessible voting booth, **Brother HLL6400DWVS** ballot printer and printer table. Price includes acquisition year plus 4 years of service / maintenance (includes warranty coverage)

***Per-Unit Annual Extended Service/Maintenance Price** (includes warranty coverage) covers years 6 through 10. Years 1 through 5 are covered with initial purchase

Cost Table 4. Component Replacement / Additional Parts

All applicable and available component parts for the Contractor's system is listed below. For each component part, the Contractor has identified the source for obtaining the part and whether the part is available commercially off the shelf (COTS).

NOTE: If alternative purchase sources are available, the State, counties and local jurisdictions reserve the right to purchase from those sources.

Contractor must also list all other system features available in their proposed system, if the cost for such features have not been included elsewhere in this Cost Proposal.

Product	Estimated Life (Years)	Purchase Source (Indicate if COTS)	Current Per-Unit Price	Revised Per-Unit Price
Consumable Items				
Thermal Printer Rolls (Archival Grade)	2	Hart	$1.80	$1.80
~~Thermal Ballot Paper 8.5 x 11~~	~~2~~	~~Hart~~	~~$185.00~~	**DELETE**
~~Thermal Ballot Paper 8.5 x 14~~	~~2~~	~~Hart~~	~~$240.00~~	**DELETE**
Toner Cartridge, Okidata B431D, Black	2	COTS	$165.00	$165.00
Toner Cartridge, Okidata B432dn, Black	2	COTS	$97.00	$97.00
Toner Cartridge, Okidata B432dn, Black (High Capacity)	2	COTS	$197.00	$197.00
Toner Cartridge, OkidataB432dn, Black (Medium Capacity)	2	COTS	$145.00	$145.00
Toner Cartridge, Okidata C831, Black	2	COTS	$130.00	$130.00
Toner Cartridge, Okidata C831, Cyan	2	COTS	$300.00	$300.00
Toner Cartridge, Okidata C831, Magenta	2	COTS	$300.00	$300.00
Toner Cartridge, Okidata C831, Yellow	2	COTS	$300.00	$300.00
Toner Cartridge, Okidata C844, Black	2	COTS	$129.00	$129.00

Item	Qty	Source	Old Price	New Price
Toner Cartridge, Okidata C844, Cyan	2	COTS	$185.00	$185.00
Toner Cartridge, Okidata C844, Magenta	2	COTS	$185.00	$185.00
Toner Cartridge, Okidata C844, Yellow	2	COTS	$185.00	$185.00
Toner Cartridge, Okidata C911, Black	2	COTS	$130.00	$130.00
Toner Cartridge, Okidata C911, Cyan	2	COTS	$515.00	$515.00
Toner Cartridge, Okidata C911, Magenta	2	COTS	$515.00	$515.00
Toner Cartridge, Okidata C911, Yellow	2	COTS	$515.00	$515.00
Toner Cartridge, Okidata C931e, Black	2	COTS	$215.00	$215.00
Toner Cartridge, Okidata C931e, Cyan	2	COTS	$405.00	$405.00
Toner Cartridge, Okidata C931e, Magenta	2	COTS	$405.00	$405.00
Toner Cartridge, Okidata C931e, Yellow	2	COTS	$405.00	$405.00
Drum Kit, Okidata C911, Black	2	COTS	$370.00	$370.00
Drum Kit, Okidata C931e, Black	2	COTS	$450.00	$450.00
Drum Kit, Okidata C931e, Cyan	2	COTS	$750.00	$750.00
Drum Kit, Okidata C931e, Magenta	2	COTS	$750.00	$750.00
Drum Kit, Okidata C931e, Yellow	2	COTS	$750.00	$750.00
Printer Drum Kit, Okidata C831, Black	2	COTS	$175.00	$175.00
Drum Kit, Okidata C844, Black	2	COTS	$210.00	$210.00
Drum Kit, Okidata C844, Cyan	2	COTS	$210.00	$210.00
Drum Kit, Okidata C844, Magenta	2	COTS	$210.00	$210.00
Drum Kit, Okidata C844, Yellow	2	COTS	$210.00	$210.00
Drum Kit, Okidata B431D, Black	2	COTS	$175.00	$175.00
Drum Kit, Okidata B432dn, Black	2	COTS	$175.00	$175.00
Headphone Covers (Box of 100)	0	COTS	$31.50	$31.50
Brother HLL6400DWVS Printer	**2**	**Hart**	**New Item**	**$795.00**
IntoPrint SP1360 Printer	**2**	**COTS**	**New Item**	**$7,775.00**
Okidata B432dn Printer w/ Starter Cartridge	2	Hart	$380.00	$380.00
~~Okidata C844 Ballot Printer w/ Starter Cartridges~~	~~2~~	~~COTS~~	~~$4,000.00~~	DELETED
Okidata C931e Ballot Printer w/ Starter Cartridges	2	COTS	$6,995.00	$6,995.00
Optional and Replacement Items				
Verity Build Dimensional Overlays	**10**	**Hart**	**$165.00**	**$235.00**
vDrive (Memory Device)	**5**	**Hart**	**$45.00**	**$54.00**

Verity Key	**5**	**Hart**	**$80.00**	**$95.00**
Verity Workstation	7	Hart	$4,400.00	$4,400.00
Accessible Booth Transport Bag	10	Hart	$85.00	$85.00
Accessible Voting Unit Printer Stand	10	Hart	$50.00	$50.00
Ballot Box Transport Bag	10	Hart	$60.00	$60.00
1 Bay Battery Charger	10	Hart	$185.00	$185.00
6 Bay Battery Charger	10	Hart	$704.00	$704.00
~~23" Flat Panel Monitor~~	~~7~~	~~Hart~~	~~$350.00~~	DELETED
24" Flat Panel Monitor	**7**	**Hart**	**New Item**	**$350.00**
Brother HLL6400DWVS Printer	**2**	**Hart**	**New Item**	**$795.00**
Okidata B432dn Printer w/ Starter Cartridge	2	Hart	$380.00	$380.00
Canon DR-G2140 Central Scanner	5	Hart	$10,000.00	$10,000.00
Canon DR-G2110 Central Scanner	5	Hart	$7,500.00	$7,500.00
~~Corrugated Plastic Transport Case for Printer~~	~~10~~	~~Hart~~	~~$70.00~~	DELETED
~~Corrugated Plastic Transport Case for Verity Voting Device~~	~~10~~	~~Hart~~	~~$77.00~~	DELETED
Relay Modem Kit	10	Hart	$500.00	$500.00
Ethernet Cable	10	Hart or COTS	$20.00	$20.00
Hard Drive, 1 TB	10	Hart	$600.00	$600.00
Jelly Switches	10	COTS	$183.70	$183.70
Network Switch	10	Hart	$80.00	$80.00
Verity Voting Device Battery	**5**	**Hart**	**$102.00**	**$121.00**
Privacy Screen (Black)	10	Hart	$15.00	$15.00
Verity AC Power Cord	10	Hart	$6.00	$6.00
Verity AC/DC Power Supply	10	Hart	$100.00	$100.00
Verity Access Custom USB Printer Cable	10	Hart	$22.00	$22.00
Verity Accessible Booth w/Transport Bag and Privacy Screens	10	Hart	$430.00	$430.00
Verity Ballot Box w/Transport Bag and Privacy Screens	10	Hart	$535.00	$535.00
Secure Ballot Transport Bag	**10**	**Hart**	**New Item**	**$60.00**
Ballot Transport Bag w/Wheels	**10**	**Hart**	**New Item**	**$150.00**

Verity Caddy Cover, 4' Wide	10	Hart	$250.00	$250.00
Verity Caddy with Casters, 4' Wide	**10**	**Hart**	**$860.00**	**$1,075.00**
~~Duo Cleaning Kit~~	~~2~~	~~Hart~~	~~$25.00~~	DELETE
Ballot Box Cart	**10**	**Hart**	**$399.00**	**$699.00**
Ballot Box Cart Cover	**10**	**Hart**	**$49.99**	**$62.00**
Verity Duo Accessible Booth w/Transport Bag and Privacy Screens	10	Hart	$525.00	$525.00
Verity Access – ATI Module	5	Hart	$520.00	$520.00
Verity Headphones for Access Device	5	Hart	$20.00	$20.00
USB Extension Cable	5	COTS	$26.50	$26.50
Verity Headset (Headphones with Micro	5	Hart	$54.00	$54.00

Cost Table 5. Supplemental Cost Table

Description		Current Per-Unit Price	Revised Per-Unit Price
~~Verity Duo Standalone w/Access~~	~~Accessible ballot marking device (produces summary ballot); includes Verity Access, booth, privacy screens, and transport bag; includes service and maintenance (acquisition year plus 4 years)~~	~~$4,200.00~~	**DELETED**
~~Annual Service and Maintenance - Verity Duo Standalone w/Access~~	~~Annual Service and Maintenance fee for Verity Duo Standalone w/Access in Years 6- 10~~	~~$214.00~~	**DELETED**
~~Touch Writer Conversion to Duo Standalone~~	~~Services needed to convert and inspect Verity Touch Writer w/ Access to a Verity Duo Standalone w/ Access device~~	~~$2,500.00~~	**DELETED**
~~Verity Scan Conversion to Verity Duo Compatibility~~	~~Service to convert Verity Scan to be compatible with Verity Duo produced ballots~~	~~$2,510.00~~	**DELETED**
Verity Print	**Paper ballot printing unit; includes printer and extended tray; includes service and maintenance (acquisition year plus 4 years)**	**NEW**	**$6,100.00**

AutoBallot Kit (Optional, for use with Verity Print and/or Verity Touch Writer)	Barcode scanner kit for automatic Verity access code/ballot creation from VR/electronic poll book data or barcode.	$499.00	$499.00
Verity Transmit	**Transmission device for Verity Relay (acquisition year plus 4 years)**	**NEW**	**$5,650.00**

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

CONTRACT CHANGE NOTICE

Change Notice Number **11**

to

Contract Number **071B7700128**

CONTRACTOR		STATE		
HART INTERCIVIC, INC.		Program Manager	David Tarrant	MDOS
3800 Quick Hill Road			517-373-2543	
Austin, TX 78728			tarrantd2@michigan.gov	
David Magedson		Contract Administrator	Katie McFarland	DTMB
512-252-6801			517-930-6814	
dmagedson@hartic.com			mcfarlandk1@michigan.gov	
CV0138739				

CONTRACT SUMMARY			
VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SER			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		February 28, 2027
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$19,909,960.11	$0.00	$19,909,960.11		

DESCRIPTION
Effective February 13, 2024, Early Voting Support is hereby added to this contract per the revised Schedule C - Pricing. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

STATE OF MICHIGAN

Contract No. 071B7700128

Voting System Hardware, Firmware, Software and Service

SCHEDULE C PRICING - Revisions Only

Cost Table 6: Early Voting (EV) Support

Onsite Support – Daily Rate (Dedicated technician onsite)	Regional Support – Daily Rate (Technician shared between counties[2])
$4,000 [1] per technician Minimum 2-day requirement, days must be consecutive. Customers desiring Early Voting support must return a signed service quote to Hart 6 weeks in advance of the Early Voting election dates.	$4,000 [1] per technician (1-5 voting sites) $4,500 [1] per technician (6-10 voting sites) Quote required (>10 voting sites) Minimum 2-day requirement, days must be consecutive. Customers desiring Early Voting support must return a signed service quote to Hart 6 weeks in advance of the Early Voting election dates

[1] The above pricing is subject to change after 1 year, due to economic and market factors.

[2] Regional support is limited to 2 adjoining counties.

Telephone support is included at no additional cost with a target resolution of 4 hours.

Phase	Initial Response	Subsequent Responses	Target Resolution Time
Early Voting Period	Within 2 hours of receipt of call, email, or voicemail to the Hart Support team Phone# 866-275-4278 Email: hartsupport@hartic.com	As needed	4 hours

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

CONTRACT CHANGE NOTICE

Change Notice Number **10**

to

Contract Number **071B7700128**

CONTRACTOR	HART INTERCIVIC, INC.	**STATE** — Program Manager	David Tarrant — MDOS
	3800 Quick Hill Road		517-335-3230
	Austin, TX 78728		tarrantd2@michigan.gov
	David Magedson	Contract Administrator	Katie McFarland — DTMB
	512-252-6801		517-930-6814
	dmagedson@hartic.com		mcfarlandk1@michigan.gov
	CV0138739		

CONTRACT SUMMARY			
VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SER			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		February 28, 2027
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$12,060,924.28	$7,849,035.83	$19,909,960.11		

DESCRIPTION
Effective October 9, 2023, this contract is hereby increased by $7,849,035.83 and the Ballot on Demand is added to Schedule C - Pricing. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

Cost Table 5. Supplemental Cost Table

Ballot On Demand

Description		Price Per Unit
Verity Duo Standalone w/Access	Accessible ballot marking device (produces summary ballot); includes Verity Access, booth, privacy screens, and transport bag; includes service and maintenance (acquisition year plus 4 years)	$4,200.00
Annual Service and Maintenance - Verity Duo Standalone w/Access	Annual Service and Maintenance fee for Verity Duo Standalone w/Access in Years 6-10	$214.00
Touch Writer Conversion to Duo Standalone	Services needed to convert and inspect Verity Touch Writer w/ Access to a Verity Duo Standalone w/ Access device	$2,500.00
Verity Scan Conversion to Verity Duo Compatibility	Service to convert Verity Scan to be compatible with Verity Duo produced ballots	$2,510.00
Verity Print	Paper ballot printing unit; includes printer and extended tray; includes service and maintenance (acquisition year plus 4 years)	$5,875.00
AutoBallot Kit (Optional, for use with Verity Print and/or Verity Touch Writer)	Barcode scanner kit for automatic Verity access code/ballot creation from VR/electronic poll book data or barcode.	$499.00

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

CONTRACT CHANGE NOTICE

Change Notice Number **9**

to

Contract Number **071B7700128**

CONTRACTOR	HART INTERCIVIC, INC.
	3800 Quick Hill Road
	Austin, TX 78728
	David Magedson
	512-252-6801
	dmagedson@hartic.com
	CV0138739

STATE	**Program Manager** David Tarrant	MDOS
	517-335-3230	
	tarrantd2@michigan.gov	
	Contract Administrator Katie McFarland	DTMB
	517-930-6814	
	mcfarlandk1@michigan.gov	

CONTRACT SUMMARY			
VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SER			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		February 28, 2027
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$11,597,926.32	$462,997.96	$12,060,924.28		

DESCRIPTION

Effective 10/1/2022, this contract is hereby increased by $462,997,96, Cost Table 4 has been revised and Cost Table 6 has been added in Schedule C - Pricing.

Please note the Contract Administrator has been changed to Katie McFarland.

The Contractor address is updated as follows:

Hart InterCivic
3800 Quick Hill Road
Austin, TX 78728

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

Cost Table 4. Component Replacement / Additional Parts

All applicable and available component parts for the Contractor's system is listed below. For each component part, theContractor has identified the source for obtaining the part and whether the part is available commercially off the shelf (COTS).

NOTE: If alternative purchase sources are available, the State, counties and local jurisdictions reserve the right to purchase from those sources.

Contractor must also list all other system features available in their proposed system, if the cost for such features havenot been included elsewhere in this Cost Proposal.

Product	Estimated Life (Years)	Purchase Source (Indicate if COTS)	Current Per-Unit Price	Revised Per-Unit Price
Consumable Items				
Thermal Printer Rolls (Archival Grade)	2	Hart	$0.66	**$1.80**
Thermal Ballot Paper 8.5 x 11	2	Hart	**New Item**	**$185.00**
Thermal Ballot Paper 8.5 x 14	2	Hart	**New Item**	**$240.00**
Toner Cartridge, Okidata B431D, Black	2	COTS	$165.00	$165.00
Toner Cartridge, Okidata B432dn, Black	2	COTS	**New Item**	**$97.00**
Toner Cartridge, Okidata B432dn, Black (High Capacity)	2	COTS	**New Item**	**$197.00**
Toner Cartridge, OkidataB432dn, Black (Medium Capacity)	2	COTS	**New Item**	**$145.00**
Toner Cartridge, Okidata C831, Black	2	COTS	$130.00	$130.00
Toner Cartridge, Okidata C831, CYAN	2	COTS	$300.00	$300.00
Toner Cartridge, Okidata C831, Magenta	2	COTS	$300.00	$300.00
Toner Cartridge, Okidata C831, Yellow	2	COTS	$300.00	$300.00
Toner Cartridge, Okidata C844, Black	2	COTS	**New Item**	**$129.00**
Toner Cartridge, Okidata C844, Cyan	2	COTS	**New Item**	**$185.00**
Toner Cartridge, Okidata C844, Magenta	2	COTS	**New Item**	**$185.00**
Toner Cartridge, Okidata C844, Yellow	2	COTS	**New Item**	**$185.00**
Toner Cartridge, Okidata C911, Black	2	COTS	$130.00	$130.00
Toner Cartridge, Okidata C911, CYAN	2	COTS	$515.00	$515.00
Toner Cartridge, Okidata C911, Magenta	2	COTS	$515.00	$515.00
Toner Cartridge, Okidata C911, Yellow	2	COTS	$515.00	$515.00
Toner Cartridge, Okidata C931e, Black	2	COTS	**New Item**	**$215.00**
Toner Cartridge, Okidata C931e, Cyan	2	COTS	**New Item**	**$405.00**
Toner Cartridge, Okidata C931e, Magenta	2	COTS	**New Item**	**$405.00**
Toner Cartridge, Okidata C931e, Yellow	2	COTS	**New Item**	**$405.00**
Printer Drum Kit, Okidata C911, Black	2	COTS	$370.00	$370.00
Drum Kit, Okidata C931e, Black	2	COTS	**New Item**	**$450.00**

Drum Kit, Okidata C931e, Cyan	2	COTS	**New Item**	**$750.00**
Drum Kit, Okidata C931e, Magenta	2	COTS	**New Item**	**$750.00**
Drum Kit, Okidata C931e, Yellow	2	COTS	**New Item**	$750.00
Printer Drum Kit, Okidata C831, Black	2	COTS	$175.00	$175.00
Drum Kit, Okidata C844, Black	2	COTS	**New Item**	**$210.00**
Drum Kit, Okidata C844, Cyan	2	COTS	**New Item**	**$210.00**
Drum Kit, Okidata C844, Magenta	2	COTS	**New Item**	**$210.00**
Drum Kit, Okidata C844, Yellow	2	COTS	**New Item**	**$210.00**
Printer Drum Kit, Okidata B431D. Black	2	COTS	$175.00	$175.00
Drum Kit, Okidata B432dn, Black	2	COTS	**New Item**	**$175.00**
Headphone Covers (Box of 100)	0	COTS	$31.50	$31.50
~~Okidata B431D Printer w/Cartridge~~	~~2~~	~~Hart~~	~~$325.00~~	**DELETED**
Okidata B432dn Printer w/ Starter Cartridge	2	Hart	**New Item**	**$380.00**
~~Okidata C831 Ballot Printer w/ Starter Cartridge~~	~~5~~	~~Hart~~	~~$4,000.00~~	**DELETED**
Okidata C844 Ballot Printer w/ Starter Cartridges	2	COTS	**New Item**	**$4,000.00**
~~Okidata C911 Ballot Printer w/Starter Cartridges~~	~~5~~	~~Hart~~	~~$6,000.00~~	**DELETED**
Okidata C931e Ballot Printer w/ Starter Cartridges	2	COTS	**New Item**	**$6,995.00**
Optional and Replacement Items				
~~Ballot Overlay Templates~~	~~10~~	~~Hart~~	~~$110.00~~	**DELETED**
Verity Build Dimensional Overlays	10	Hart	**New Item**	**$165.00**
vDrive (Memory Device)	5	Hart	$45.00	$45.00
Verity Key	5	Hart	$80.00	$80.00
Verity Workstation	7	Hart	$3,650.00	**$4,400.00**
Accessible Booth Transport Bag	10	Hart	$85.00	$85.00
Accessible Voting Unit Printer Stand	10	Hart	$50.00	$50.00
Ballot Box Transport Bag	10	Hart	$60.00	$60.00
1 Bay Battery Charger	10	Hart	$185.00	$185.00
6 Bay Battery Charger	10	Hart	$540.00	**$704.00**
23" Flat Panel Monitor	7	Hart	$350.00	$350.00
~~Okidata B431D Printer w Cartridge~~	~~2~~	~~Hart~~	~~$325.00~~	**DELETED**
Okidata B432dn Printer w/ Starter Cartridge	2	Hart	**New Item**	**$380.00**
~~Canon DR-G2130 Central Scanner~~	~~5~~	~~Hart~~	~~$10,000.00~~	**DELETED**
Canon DR-G2140 Central Scanner	5	Hart	**New Item**	**$10,000.00**
~~Canon DR-G1110 Central Scanner~~	~~5~~	~~Hart~~	~~$7,500.00~~	**DELETED**
Canon DR-G2110 Central Scanner	5	Hart	**New Item**	**$7,500.00**
Corrugated Plastic Transport Case for Printer	10	Hart	$70.00	$70.00
Corrugated Plastic Transport Case for Verity Voting Device	10	Hart	$70.00	**$77.00**
Relay Modem Kit	10	Hart	$500.00	$500.00
Ethernet Cable	10	Hart or COTS	$20.00	$20.00
Hard Drive, 1 TB	10	Hart	$450.00	**$600.00**
Jelly Switches	10	COTS	$183.70	$183.70
Network Switch	10	Hart	$80.00	$80.00
Verity Voting Device Battery	5	Hart	$102.00	$102.00
Privacy Screen (Black)	10	Hart	$15.00	$15.00
Verity AC Power Cord	10	Hart	$4.60	**$6.00**
Verity AC/DC Power Supply	10	Hart	$100.00	$100.00
Verity Access Custom USB Printer Cable	10	Hart	$10.00	**$22.00**

Description	Qty	Mfr	Old Price	New Price
Verity Accessible Booth w/ Transport Bag and Privacy Screens	10	Hart	$430.00	$430.00
Verity Ballot Box w/ Transport Bag and Privacy Screens	10	Hart	$535.00	$535.00
~~Verity Caddy Cover~~	~~10~~	~~Hart~~	~~$250.00~~	**DELETED**
Verity Caddy Cover, 4' Wide	10	Hart	**New Item**	**$250.00**
~~Verity Caddy with Casters, 4" Wide~~	~~10~~	~~Hart~~	~~$740.00~~	**DELETED**
Verity Caddy with Casters, 4' Wide	10	Hart	**New Item**	**$860.00**
Duo Cleaning Kit	2	Hart	**New Item**	**$25.00**
Ballot Box Cart	10	Hart	**New Item**	**$399.00**
Ballot Box Cart Cover	10	Hart	**New Item**	**$49.99**
Verity Duo Accessible Booth w/ Transport Bag and Privacy Screens	10	Hart	**New Item**	**$525.00**
Verity Access - ATI Module	5	Hart	**New Item**	**$520.00**
Verity Headphones for Access Device	5	Hart	$20.00	$20.00
USB Extension Cable	5	COTS	$21.50	**$26.50**
Verity Headset (Headphones with Microphone)	5	Hart	$40.00	**$54.00**

Cost Table 5. Supplemental Cost Table

Description		Price Per Unit
Verity Duo Standalone w/Access	Price includes accessories: license and support (acquisition year plus 4 years), preventative maintenance and warranty coverage)	$4,200.00
Verity Duo Standalone w/Access	Annual Extended Service / Maintenance Price (Yrs 6 - 10)	$214.00
Touch Writer to Duo Standalone Conversion	Services needed to convert and inspect Verity Touch Writer w/ Access to a Verity Duo Standalone w/ Access device	$2,500.00
Verity Scan to Verity Duo Conversion	Service to convert Verity Scan to be compatible with Verity Duo produced ballots	$2,510.00

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

CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **071B7700128**

<table>
<tr><td rowspan="7">CONTRACTOR</td><td>HART INTERCIVIC, INC.</td><td rowspan="8">STATE</td><td rowspan="3">Program Manager</td><td>David Tarrant</td><td>MDOS</td></tr>
<tr><td>15500 Wells Port Drive</td><td>517-373-2543</td><td></td></tr>
<tr><td>Austin, TX 78728</td><td>tarrantd2@michigan.gov</td><td></td></tr>
<tr><td>David Magedson</td><td rowspan="3">Contract Administrator</td><td>Sue Cieciwa</td><td>DTMB</td></tr>
<tr><td>512-252-6801</td><td>(517) 249-0458</td><td></td></tr>
<tr><td>dmagedson@hartic.com</td><td>cieciwas@michigan.gov</td><td></td></tr>
<tr><td>CV0138739</td><td></td><td></td></tr>
</table>

CONTRACT SUMMARY

VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SERVICES - DEPARTMENT OF STATE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45 Days	Refer to Section 2.1 Time Frames

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

MINIMUM DELIVERY REQUIREMENTS

There is no minimum order requirement.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		February 28, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$11,367,926.32	$230,000.00	$11,597,926.32

DESCRIPTION

Effective August 13, 2020, this Contract is increased by $230,000.00 for MDOS use.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, and DTMB, Central Procurement Services approval.

FOR THE CONTRACTOR:

HART INTERCIVIC, INC.
_____
Company Name

_____
Authorized Agent Signature

_____
Authorized Agent (Print or Type)

_____
Date

FOR THE STATE:

_____
Signature

_____ ,
Name and Title

DTMB Central Procurement Services
_____
Agency

_____
Date

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

CONTRACT CHANGE NOTICE

Change Notice Number **7**

to

Contract Number **071B7700128**

	CONTRACTOR		STATE		
	HART INTERCIVIC, INC.		Program Manager	David Tarrant	MDOS
	15500 Wells Port Drive			517-373-2543	
	Austin, TX 78728			tarrantd2@michigan.gov	
	David Magedson		Contract Administrator	Sue Cieciwa	DTMB
	512-252-6801			(517) 249-0458	
	dmagedson@hartic.com			cieciwas@michigan.gov	
	CV0138739				

CONTRACT SUMMARY			
VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SERVICE - DEPARTMENT OF STATE			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days		Refer to Section 2.1 Time Frames	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
There is no minimum order requirement.			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		February 28, 2027
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$11,087,926.32	$280,000.00		$11,367,926.32	

DESCRIPTION
Effective June 23, 2020, this Contract is increased by $280,000.00 for MDOS use.

Effective June 23, 2020, this Contract is increased by $280,000.00 for MDOS use.

In addition, the federal provisions are hereby revised, per attached Federal Provisions Addendum.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, DTMB, Central Procurement Services approval, and State Administrative Board approval on June 23, 2020.

Federal Provisions Addendum

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

1. Equal Employment Opportunity

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

1

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

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

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

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

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

2. Davis-Bacon Act (Prevailing Wage)

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

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

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

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

3. Copeland "Anti-Kickback" Act

If this Contract is a contract for construction or repair work in excess of $2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

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part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

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

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

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

4. Contract Work Hours and Safety Standards Act

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

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substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

<u>Clean Air Act</u>

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

<u>Federal Water Pollution Control Act</u>

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

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

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

8.   Byrd Anti-Lobbying Amendment

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

9.   Procurement of Recovered Materials

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

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

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

  b.   Meeting contract performance requirements; or

  c.   At a reasonable price.

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

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

10. Additional FEMA Contract Provisions.

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

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

  a.   The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

  b.   The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit 1 - Byrd Anti-Lobbying Certification

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

<u>APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING</u>

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B7700128**

<table>
<tr>
<td rowspan="7">CONTRACTOR</td>
<td>HART INTERCIVIC, INC.</td>
<td rowspan="3">STATE</td>
<td>Program Manager</td>
<td>David Tarrant</td>
<td>MDOS</td>
</tr>
<tr>
<td>15500 Wells Port Drive</td>
<td colspan="3">517-373-2543</td>
</tr>
<tr>
<td>Austin, TX 78728</td>
<td colspan="3">tarrantd2@michigan.gov</td>
</tr>
<tr>
<td>David Magedson</td>
<td rowspan="4">Contract Administrator</td>
<td>Sue Cieciwa</td>
<td>DTMB</td>
</tr>
<tr>
<td>512-252-6801</td>
<td colspan="2">(517) 249-0458</td>
</tr>
<tr>
<td>dmagedson@hartic.com</td>
<td colspan="2">cieciwas@michigan.gov</td>
</tr>
<tr>
<td>CV0138739</td>
<td colspan="2"></td>
</tr>
</table>

CONTRACT SUMMARY

VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SERVICES - DEPARTMENT OF STATE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45 Days	Refer to Section 2.1 Time Frames

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

MINIMUM DELIVERY REQUIREMENTS

There is no minimum delivery requirement.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		February 28, 2027

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$11,700,000.00	($612,073.68)	$11,087,926.32

DESCRIPTION

Effective March 24, 2020, this Contract is decreased by $612,073.68.

Effective March 24, 2020, the parties agree to amend this Contract under Section 4. Change Control Process at Schedule A, Statement of Work at Section 5.1 Authorizing Document and Section 8.1 Invoice Requirements. (Changes are in bold)

5.1 Authorizing Document
The appropriate authorizing document for the Contract will be a written Purchase Order, which will be initiated at the State level for each county for each planned purchase period. All orders are subject to the State's standard contract terms.

Initial purchase orders will be placed by State purchasing officials. Counties and local jurisdiction election officials (county, city and township clerks) will be eligible to purchase additional voting systems and voting system components, over and above what is included in the State-issued purchase order at the established Contract prices and terms. Refer to Contract Terms, Section 14 Extended Purchasing Program. Also, Refer to Section 7.1 Acceptance, Inspection and Testing "Counties will work with the State to finalize the list of jurisdictions that will accept delivery and implement the new voting system for each planned purchase phase. The State will initiate each county-based Purchase Order (PO) for each purchase phase based on this plan."

The State will generate each Purchase Order only after a finalized funding plan has been established for each county and local jurisdiction in the county; after a Grant Agreement has been executed with the county and each local jurisdiction which specifies ownership and payment obligations for the county and each local jurisdiction; and the State has received payment from the county and each local jurisdiction for their individual portions of the county/local funding plan.

As an alternative to counties and local jurisdictions making direct payments to the State for the local funding component, the Contractor may execute an agreed upon payment plan between the Contractor, county, and local jurisdictions within the county. Any separate agreements of this type must be transmitted to the State Program Manager prior to issuance of the Purchase Order.

Upon issuance of each State-issued PO on behalf of the county, the Contractor will work with each county to finalize each jurisdiction's delivery plan, including timeframes and locations.

In some years, the State may offer cost share incentives. When this occurs, purchases may be initiated at the State, County or Local level for each county or local jurisdiction and may be authorized by the MDOS, Bureau of Elections through an application process, in lieu of a purchase order. This process would conclude with a Contractor's proposal signed by the parties. When cost share incentives are offered, the Contractor must include the following on the Contractor's proposal, prior to sending it to the jurisdiction: "Terms and Conditions are Pursuant to Contract No. 071B7700128."

8.1 Invoice Requirements
All invoices submitted to the State must include: (a) contract number; (b) Purchase Order number; (c) county name; (d) listing of all delivered components, itemized and listed by jurisdiction; (e) unit prices; (f) total price per item, per jurisdiction; (g) ship to address; (h) jurisdiction contact; (i) total price per jurisdiction; and (k) total price per county / Purchase Order (less any agreed upon payment arrangement made between the Contractor and the County).

Invoices must be forwarded to the State only after all equipment and components listed on the Purchase Order have been delivered. The State will release payment to the Contractor for the State portion of the invoice amount, upon the successful completion of acceptance testing and submission of completed Receipt/Acceptance forms from the county and each local jurisdiction listed on the Purchase Order.   Note that the State portion of the invoice amount will equal 100% of the total invoice if the State has collected the local funding component up front.

In some years, the full payment may be made by the State, but when the State offers cost share Incentives, all or a portion of the payment may be made by counties or local jurisdictions. When counties and/or local jurisdictions will be responsible for payment, a separate written invoice between the Contractor and county/local jurisdiction must also be issued. When this occurs, one invoice must be issued to the local jurisdiction or county making the purchase. The other invoice must be submitted monthly to the State and include all election equipment purchased during that calendar month, listing each local jurisdiction/County that made the purchase and the dollar amount the State has agreed to pay. Invoices must also include the required information listed in paragraph one above of Section 8.1 Invoice Requirements. The Contractor's proposal may be used in lieu of a purchase order, as specified in paragraph six of Section 5.1 Authorizing Document. The percentage the State pays may vary between years, at the State's discretion.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, and DTMB, Central Procurement Services approval.

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

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B7700128**

CONTRACTOR	HART INTERCIVIC, INC.
	15500 Wells Port Drive
	Austin, TX 78728
	David Magedson
	512-252-6801
	dmagedson@hartic.com
	CV0138739

STATE	**Program Manager**	David Tarrant	MDOS
		517-373-2543	
		tarrantd2@michigan.gov	
	Contract Administrator	Sue Cieciwa	DTMB
		(517) 249-0458	
		cieciwas@michigan.gov	

CONTRACT SUMMARY			
VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SERVICE - DEPARTMENT OF STATE			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days		Refer to Section 2.1 Time Frames	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ PRC ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
There is no minimum delivery requirement.			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		February 28, 2027
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$11,700,000.00	$0.00		$11,700,000.00	

DESCRIPTION

Effective March 20, 2020 the Verity Central Client Package is hereby added to this Contract, per attached revised Schedule C-Pricing, Cost Table 3. OPTIONAL ITEM – High Speed AVCB Tabulator.

In addition, all references in this Contract to specific Canon models DRG 1130 and Canon DRG 1100 are changed to "Canon Scanner". All references to specific HP model Z230 workstation PC are changed to "HP Workstation". All references to specific OKI models (B431D, C831, C911) are changed to "OKI Printer". Attached are revised Schedule C-Pricing, Cost Table 3. OPTIONAL ITEM – High Speed AVCB Tabulator and revised Schedule C-Pricing Cost Table 4. Component Replacement / Additional Parts.

In addition, federal provisions are added to this Contract, per attached Federal Provisions Addendum.

Contract Terms, Section 33. Nondiscrimination is hereby changed to:
33.Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms,

conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, and DTMB Central Procurement Services approval.

Cost Table 3. OPTIONAL ITEM – High Speed AVCB Tabulator

	Hardware COTS? (Y/N)	Additional Hardware / Software Required? (Y/N)**	Processing Speed (Ballots per Minute)	Per-Unit Purchase Price (includes Service / Maintenance for acquisition year + 4 years)	Annual Per-Unit Extended Service / Maintenance Price (5 additional years)
High Speed AVCB Tabulator*	Y	N	130	$121,295.00	$15,490.00
Verity Central Client Package***	NA	NA	NA	$22,230.00	$8,110.00

*NOTES:

- The AVCB tabulators are utilized at the local jurisdiction (city/township) level, not at the county level.

* The bundled solution includes 1 Canon scanner, 1 HP workstation PC w/ monitor and 1 license of Verity Central software. Price includes acquisition year plus 4 years of service / maintenance and warranty coverage

* The above configuration is recommended for jurisdictions with more than 100K registered voters. Jurisdictions with between 50K and 99K voters can select a lower-priced scanner and software package. If the jurisdiction has fewer than 49K registered voters, we recommend the use of the precinct scanner to process by-mail ballots.

*** The Verity Central Client Package includes an HP workstation PC w/ monitor and 1 license of Verity Central Client software. Price includes acquisition year plus 4 years of service / maintenance and warranty coverage. Additional items such as scanners, printers and vDrives can be purchased separately. See Cost Table 4.

Recommended AVCB Configuration Options				
		Per-Unit Purchase Price (includes Service / Maintenance for acquisition year + 4 years)		
Description	Ballots Scan Per Min	Large Jurisdiction (100K + RV)**	Medium Jurisdiction (99K - 50K RV)**	Small Jurisdiction (49K and Less RV)
Central Scan Unit (Canon Scanner)	130	$13,000.00		
Central Scan Unit (Canon Scanner)	100		$11,190.00	
Verity Workstation with Monitor		$4,000.00	$4,000.00	**Use existing precinct scanner**
Verity Central Software License		$104,170.00	$72,920.00	
vDrive		$45.00	$45.00	
Verity Key		$80.00	$80.00	
AVCB Grand Total		$121,295.00	$88,235.00	$0.00
** Price includes acquisition year plus 4 years of service/maintenance and warranty coverage				

Cost Table 4. Component Replacement / Additional Parts

All applicable and available component parts for the Contractor's system is listed below. For each component part, the Contractor has identified the source for obtaining the part and whether the part is available commercially off the shelf (COTS).

NOTE: If alternative purchase sources are available, the State, counties and local jurisdictions reserve the right to purchase from those sources.

Contractor must also list all other system features available in their proposed system, if the cost for such features have not been included elsewhere in this Cost Proposal.

Product	Estimated Life (Years)	Purchase Source (Indicate if COTS)	Per-Unit Price
Consumable Items			
Thermal Printer Rolls (Archival Grade)	2	Hart	$0.66
Toner Cartridge, Okidata B431D, Black	2	COTS	$165.00
Toner Cartridge, Okidata C831, Black	2	COTS	$130.00
Toner Cartridge, Okidata C831, CYAN	2	COTS	$300.00
Toner Cartridge, Okidata C831, Magenta	2	COTS	$300.00
Toner Cartridge, Okidata C831, Yellow	2	COTS	$300.00
Toner Cartridge, Okidata C911, Black	2	COTS	$130.00
Toner Cartridge, Okidata C911, CYAN	2	COTS	$515.00
Toner Cartridge, Okidata C911, Magenta	2	COTS	$515.00
Toner Cartridge, Okidata C911, Yellow	2	COTS	$515.00
Printer Drum Kit, Okidata C911, Black	2	COTS	$370.00
Printer Drum Kit, Okidata C831, Black	2	COTS	$175.00
Printer Drum Kit, Okidata B431D. Black	2	COTS	$175.00
Headphone Covers (Box of 100)	0	COTS	$31.50
Okidata Printer w/ Cartridge	2	Hart	$325.00
Okidata Ballot Printer with Starter Cartridges	5	Hart	$4,000.00
Okidata Ballot Printer with Starter Cartridges	5	Hart	$6,000.00
Optional and Replacement Items			
Ballot Overlay Templates	10	Hart	$110.00
vDrive (Memory Device)	5	Hart	$45.00
Verity Key	5	Hart	$80.00
Verity Workstation	7	Hart	$3,650.00
Accessible Booth Transport Bag	10	Hart	$85.00
Accessible Voting Unit Printer Stand	10	Hart	$50.00
Ballot Box Transport Bag	10	Hart	$60.00
1 Bay Battery Charger	10	Hart	$185.00
6 Bay Battery Charger	10	Hart	$540.00
23" Flat Panel Monitor	7	Hart	$350.00
Okidata Printer w/ Cartridge	2	Hart	$325.00
Canon Central Scanner	5	Hart	$10,000.00
Canon Central Scanner	5	Hart	$7,500.00
Corrugated Plastic Transport Case for Printer	10	Hart	$70.00
Corrugated Plastic Transport Case for Verity Voting Device	10	Hart	$70.00
Relay Modem Kit	10	Hart	$500.00
Ethernet Cable	10	Hart or COTS	$20.00
Hard Drive, 1 TB	10	Hart	$450.00
Jelly Switches	10	COTS	$183.70
Network Switch	10	Hart	$80.00
Verity Voting Device Battery	5	Hart	$102.00
Privacy Screen (Black)	10	Hart	$15.00
Verity AC Power Cord	10	Hart	$4.60
Verity AC/DC Power Supply	10	Hart	$100.00

Verity Access Custom USB Printer Cable	10	Hart	$10.00
Verity Accessible Booth w/ Transport Bag and Privacy Screens	10	Hart	$430.00
Verity Ballot Box w/ Transport Bag and Privacy Screens	10	Hart	$535.00
Verity Caddy Cover	10	Hart	$250.00
Verity Caddy with Casters	10	Hart	$740.00
Verity Headphones for Access Device	5	Hart	$20.00
USB Extension Cable	5	COTS	$21.50
Verity Headset (Headphones with Microphone)	5	Hart	$40.00

Federal Provisions Addendum

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

1. Federally Assisted Construction Contracts

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

2. **Davis-Bacon Act (Prevailing Wage)**

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

b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;

c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;

d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

3. **Copeland "Anti-Kickback" Act**

If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act**

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

5. **Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act**

If this Contract is **in excess of $150,000,** the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds $100,000**, bidders and the Contractor must file the certification required under 31 USC 1352.

9. Procurement of Recovered Materials

Under 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and 31 USC 1352, the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

2. The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:

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

    b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, OMB standard form LLL, Disclosure of Lobbying Activities, to the Solicitation Manager; and

    c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 must certify and disclose accordingly.

3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under 31 USC 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Signed by:

_____
[Type name and title]
[Type company name]

Date: _____

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

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **071B7700128**

<table>
<tr><td rowspan="7">CONTRACTOR</td><td colspan="2">Hart InterCivic, Inc.</td><td rowspan="4">STATE</td><td>Program Manager</td><td>David Tarrant</td><td>MDOS</td></tr>
<tr><td colspan="2">15500 Wells Port Drive</td><td colspan="3">517-373-2543</td></tr>
<tr><td colspan="2">Austin, TX 78728</td><td colspan="3">tarrantd2@michigan.gov</td></tr>
<tr><td colspan="2">David Magedson</td><td rowspan="3">Contract Administrator</td><td>Sue Cieciwa</td><td>DTMB</td></tr>
<tr><td colspan="2">512-252-6801</td><td colspan="2">(517) 249-0458</td></tr>
<tr><td colspan="2">dmagedson@hartic.com</td><td colspan="2">cieciwas@michigan.gov</td></tr>
<tr><td colspan="2">CV0138739</td></tr>
</table>

CONTRACT SUMMARY			
VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SERVICE - DEPARTMENT OF STATE			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days		Refer to Section 2.1 Time Frames	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
There is no minimum delivery requirement			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		February 28, 2027
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$11,700,000.00	$0.00	$11,700,000.00		

DESCRIPTION

Effective October 9, 2018, the following change is made to Schedule A Statement of Work and in accordance with the Contract Terms, Section 10. Performance of Services, paragraph d. Contractor's Key Personnel:

The State Project Manager and Customer Service Manager appointed by the Contractor specified in Section 3.1 Contractor Representatives and Section 9.6 Key Personnel has been changed to:

State Project Manager and Customer Service Manager
David Magedson
Hart InterCivic, Inc.
15500 Wells Port Drive
Austin, TX 78728
Phone: 512-252-6801
Email: dmagedson@hartic.com

Greg Fedon will remain the Michigan Service Manager at the Contractor's facility in Auburn Hills, MI to work with and support

counties and local jurisdictions. Greg Fedon will report to the State Project Manager and Customer Service Manager, David Magedson.

In addition, Section 11. Notices of the Contract Terms, if to Contractor, is changed from Drew Stewart to David Magedson as specified above.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, and DTMB Central Procurement Services approval.

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

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **071B7700128**

CONTRACTOR		STATE		
Hart InterCivic, Inc.		Program Manager	David Tarrant	DOS
15500 Wells Port Drive			517-373-2543	
Austin, TX 78728			tarrantd2@michigan.gov	
Drew Stewart		Contract Administrator	Sue Cieciwa	DTMB
214-901-8100			(517) 249-0458	
dstewart@hartic.com			cieciwas@michigan.gov	
CV0138739				

CONTRACT SUMMARY			
VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SERVICE - DEPARTMENT OF STATE			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days		Refer to Section 2.1 Time Frames	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
There is no minimum delivery requirement.			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		February 28, 2027
CURRENT VALUE		**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**	
$11,700,000.00		$0.00	$11,700,000.00	

DESCRIPTION
Effective June 6, 2018, the following change is made to Schedule A, Statement of Work Contract Activities:

Section 3.3 Disclosure of Subcontractors is changed to read, per attached.

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, and DTMB Procurement approval.

Section 3.3 Disclosure of Subcontractors is changed to read:

The Contractor intends to utilize the following subcontractor to fulfill the requirements of this Contract. The Contractor must provide prior written notice of all of the following:
The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; names and titles of all subcontractor staff that will be assigned to the Michigan contract, along with each individual's role and responsibilities; and information concerning subcontractor's ability to provide the Contract Activities.
The relationship of the subcontractor to the Contractor.
Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.
A complete description of the subcontractor's prior experience that illustrates the subcontractor's relevant qualifications for completing the planned work they will be assigned under this Contract.
Any planned change to subcontractor staff must be communicated to the State Contract Administrator and Program Manager at least 30 calendar days prior to the planned change. The State has the right of approval for any subcontractors provided.
Of the total Contract value, the price of the subcontractor's work.

ElectionSource	
Legal Business Name	Miller Consultations & Elections, Inc. (DBA ElectionSource)
Address and telephone number	4615 Danvers Dr. SE Grand Rapids, MI 49512 616-464-2283
Organization description	ElectionSource has been an election vendor in the State of Michigan, since 1999. They employ 16 full-time people and another 5 part-time people that have a combined total of over 150 years' experience in elections.
Working experience with the Contractor	The Contractor has had no previous working experience with the subcontractor, therefore developed a Memorandum of Understanding.
Complete description of the subcontractor's prior experience that illustrates the subcontractor's relevant qualifications for completing the planned work they will be assigned under this Contract.	During peak election times, ElectionSource employs up to 30 people in the State of Michigan. Many of these employees will provide service and support to this Contract. ElectionSource has been providing preventative maintenance, EMS support services, poll worker training, staff training, project management reporting, product installation and acceptance testing as well as EMS and tabulator support for over 15 years.
Names and titles of all subcontractor staff that will be assigned to the Michigan contract, along with each individual's role and responsibilities; and information concerning subcontractor's ability to provide the Contract Activities.	ElectionSource will not be providing any specific dedicated resource. However, Contractor will provide necessary training to ElectionSource, to successfully complete any contracted tasks.
Relationship of the subcontractor to Contractor	Service and Supplies Representative for Contractor.
Contract activities description	Supplies and Service Support, when needed, to Contractor and Contractor's Customers. Election Day Support – Subsequent to Contractor's direction. Logic and Accuracy Testing for any of Contractor's Local Jurisdictions requesting to contract for this service.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **071B7700128**

CONTRACTOR Hart InterCivic, Inc.		
15500 Wells Port Drive		
Austin, TX 78728		
Drew Stewart		
214-901-8100		
dstewart@hartic.com		
CV0138739		

STATE		
Program Manager David Tarrant	DOS
517-373-2543	
tarrantd2@michigan.gov	
Contract Administrator Sue Cieciwa	DTMB
(517) 249-0458	
cieciwas@michigan.gov	

CONTRACT SUMMARY			
VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SERVICE - DEPARTMENT OF STATE			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days		Refer to Section 2.1 Time Frames	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No
MINIMUM DELIVERY REQUIREMENTS			
There is no minimum delivery requirement.			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		February 28, 2027
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$14,400,000.00	($2,700,000.00)		$11,700,000.00	
DESCRIPTION				
Effective March 28, 2018, this Contract is decreased by $2,700,000.00. Please note the Program Manager has been changed to David Tarrant. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **071B7700128**

<table>
<tr>
<td rowspan="7">CONTRACTOR</td>
<td colspan="2">Hart InterCivic, Inc.</td>
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<tr>
<td colspan="2">15500 Wells Port Drive</td>
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<tr>
<td colspan="2">Austin, TX 78728</td>
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<tr>
<td colspan="2">Drew Stewart</td>
</tr>
<tr>
<td colspan="2">214-901-8100</td>
</tr>
<tr>
<td colspan="2">dstewart@hartic.com</td>
</tr>
<tr>
<td colspan="2">*******8916</td>
</tr>
</table>

<table>
<tr>
<td rowspan="6">STATE</td>
<td rowspan="3">Program Manager</td>
<td>Sally Williams</td>
<td>DOS</td>
</tr>
<tr>
<td colspan="2">517-373-2540</td>
</tr>
<tr>
<td colspan="2">williamsS1@Michigan.gov</td>
</tr>
<tr>
<td rowspan="3">Contract Administrator</td>
<td>Sue Cieciwa</td>
<td>DTMB</td>
</tr>
<tr>
<td colspan="2">(517) 284-7007</td>
</tr>
<tr>
<td colspan="2">cieciwas@michigan.gov</td>
</tr>
</table>

CONTRACT SUMMARY			
VOTING SYSTEM HARDWARE, FIRMWARE, SOFTWARE AND SERVICE - DEPARTMENT OF STATE			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
March 1, 2017	February 28, 2027	0 - 0 Year	February 28, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days		Refer to Section 2.1 Time Frames	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (DV)	☐ Other	☒ Yes	☐ No
MINIMUM DELIVERY REQUIREMENTS			
There is no minimum delivery requirement.			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		February 28, 2027
CURRENT VALUE	**VALUE OF CHANGE NOTICE**		**ESTIMATED AGGREGATE CONTRACT VALUE**	
$0.00	$14,400,000.00		$14,400,000.00	
DESCRIPTION				
Effective April 18, 2017, this Contract is increased by $14,400,000.00 for Department of State use. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on January 24, 2017.				

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management, and Budget
525 W. Allegan, Lansing MI 48913
P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

CONTRACT NO. **071B7700128**
between
THE STATE OF MICHIGAN
and

CONTRACTOR		STATE		
Hart InterCivic, Inc.		Program Manager	Sally Williams	MDOS
15500 Wells Port Drive			517-373-2540	
Austin, TX 78728			williamsS1@michigan.gov	
Drew Stewart		Contract Administrator	Sue Cieciwa	DTMB
214-901-8100			517-284-7007	
dstewart@hartic.com			cieciwas@michigan.gov	
8916				

CONTRACT SUMMARY			
DESCRIPTION: Voting System Hardware, Firmware, Software and Service – Department of State			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
March 1, 2017	February 28, 2027	None	February 28, 2027
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45 Days		Refer to Section 2.1 Time Frames	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
There is no minimum order requirement.			
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			$0.00

FOR THE CONTRACTOR:

_____

Company Name

_____

Authorized Agent Signature

_____

Authorized Agent (Print or Type)

_____

Date

FOR THE STATE:

_____

Signature

Jeff Brownlee, Director, Enterprise Sourcing
Name & Title

DTMB Procurement _____
Agency

_____

Date

STATE OF MICHIGAN

VOTING SYSTEM HARDWARE, SOFTWARE AND SERVICES CONTRACT TERMS

This VOTING SYSTEM, HARWARE, SOFTWARE AND SERVICES CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Hart InterCivic, Inc. ("**Contractor**"), a Texas corporation. This Contract is effective on March 1, 2017 ("**Effective Date**"), and unless terminated, expires on February 28, 2027 (the "**Term**").

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

    "**Acceptance**" has the meaning set forth in **Section 8.e**.

    "**Audit Period**" has the meaning set forth in **Section 30**.

    "**Authorized Users**" means all Michigan counties, cities, or townships.

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

    "**Change**" has the meaning set forth in **Section** 4.

    "**Change Notice**" has the meaning set forth in **Section 4.b**.

    "**Change Proposal**" has the meaning set forth in **Section 4.a**.

    "**Change Request**" has the meaning set forth in **Section** 4.

    "**Confidential Information**" has the meaning set forth in **Section 28.a**.

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

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

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

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

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

    "**Deliverables**" means the voting system tabulators and all related components, and the accessible voting system components, and all other materials that Contractor is required to or otherwise does provide to the State or Authorized Users under this Contract and otherwise in connection with any Services, including all

items specifically identified as Deliverables in the Statement of Work. Notwithstanding the foregoing, the term Deliverable shall not include the EMS Software or System Software.

"**Dispute Resolution Procedure**" has the meaning set forth in **Section 39**.

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

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

"**EMS Software**" means the Election Management System (EMS) software provided by Contractor under the Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Configurations or Modifications made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract and the License Agreement.

"**Extended Service Period**" has the meaning set forth in Section 1.6 of the Statement of Work.

"**Fees**" means the prices for Services, EMS Software and Deliverables set forth in an attachment to the Statement of Work.

"**Harmful Code**" means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise prevent, restrict or impede the State's or any Authorized User's use of such software.

"**Initial Service Period**" has the meaning set forth in Section 1.6 of the Statement of Work.

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

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

"**License Agreement**" has the meaning set forth in **Section 5**.

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

"**Modification**" means State-specific changes made to the Source Code of the Software to enhance, improve or otherwise create derivative works of the Software.

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

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

"**Permitted Subcontractor**" has the meaning set forth in **Section 10.e**.

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

"**Program Manager**" is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) for the State, to co-sign off on its notice of Acceptance for Services, the EMS Software and Deliverables. Each party's Program Manager will be identified in the Statement of Work.

"**Purchase Order**" means an order for EMS Software, Services or Deliverables to be provided by Contractor and the corresponding fees to be paid by the State or Authorized User, issued by the State or Authorized User, and subject to these terms and conditions.

"**Representatives**" means a party's employees, officers, directors, partners, shareholders, agents, attorneys, third-party advisors, successors and permitted assigns.

"**Services**" means any of the services Contractor is required to or otherwise does provide under this Contract or the Statement of Work (including any exhibits or attachments), as more fully described in the body of this Contract and the Statement of Work.

"**Software**" means both the EMS Software and the System Software.

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

"**Specifications**" means, for the Software, the specifications collectively set forth in the Business Requirements Specification and Technical Specification, together with any other specifications set forth in the Statement of Work or Documentation.

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

"**State Data**" has the meaning set forth in **Section 27**.

"**Statement of Work**" means the statement of work attached as **Schedule A** to this Contract, including all attachments and exhibits thereto.

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

"**System Software**" means the operating system code, including software, firmware and microcode, (object code version) for each Deliverable, including any subsequent revisions, as well as any applicable Documentation.

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

"**Third Party**" means any Person other than the State, an Authorized User, or Contractor.

"**Third-Party Products**" software or hardware that are not Contractor's proprietary software or hardware, provided by Contractor's distributors or other Third Parties to State.

"**Transition Period**" has the meaning set forth in **Section 22**.

"**Transition Responsibilities**" has the meaning set forth in **Section 22**.

"**Unauthorized Removal**" has the meaning set forth in **Section 10.d.ii**.
"**Unauthorized Removal Credit**" has the meaning set forth in **Section 10.d.iii**.

2. **Statement of Work**. Contractor shall provide the Deliverables, EMS Software and Services, pursuant to the executed License Agreement (defined below) and to the executed Statement of Work, which is attached as **Schedule A** to this Contract. The terms and conditions of this Contract will apply at all times to the Statement of Work.

3. **Statement of Work Requirements**. The Statement of Work will include the following:

   a. A detailed description of the Services to be provided by Contractor, including any service and maintenance obligations and training obligations of Contractor;
   b. A detailed description of the EMS Software to be provided by Contractor;
   c. A detailed description of the Deliverables to be provided by Contractor;
   d. Names and contact information for Contractor's Contract Administrator, Program Manager and Customer Service Manager, and any other Key Personnel of Contractor;
   e. Names and contact information for the State's Contract Administrator and Program Manager;
   f. An exhibit detailing the Fees payable under the Statement of Work, the manner in which such Fees will be calculated, any invoicing requirements, including any time frames on which any such Fees are conditioned, and such other information as the parties deem necessary; and
   g. A detailed description of all State Resources required to complete the Services and Deliverables set forth in the Statement of Work.

4. **Change Control Process**. The State may at any time request in writing (each, a "**Change Request**") changes to the Statement of Work, including changes to the Services, EMS Software (subject to Section 1.5D Statement of Work) and Deliverables (each, a "**Change**"). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 4**.

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

      i. a written description of the proposed Changes to any Services, EMS Software or Deliverables;

      ii. a schedule for commencing and completing any additional or modified Services, EMS Software or Deliverables, and the effect of such Changes, if any, on completing any other Services under the Statement of Work;

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

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

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

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

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

    ii. require Contractor to continue to negotiate a Change Notice;

    iii. initiate a Dispute Resolution Procedure; or

    iv. if the Change Request is initiated due to changes in the applicable federal or state certification standards or laws, then, notwithstanding any provision to the contrary in the Statement of Work, terminate this Contract for cause under **Section 20**, or otherwise, terminate this Contract for convenience under **Section 21**.

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

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

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

5. **EMS Software and System Software Licenses**. Contractor hereby grants to the State and Authorized Users the right and license to use the EMS Software, System Software and related Documentation in accordance with the terms and conditions of this Contract and the License Agreement set forth in **Schedule B** (the "**License Agreement**").

6. **Scope of Use for Deliverables**. The State and Authorized Users may use the Deliverables, and any software licensed in connection with such Deliverable, on a worldwide basis for the benefit of themselves. Contractor further authorizes use of the Deliverables by third parties who are under contract with the State or the Authorized User to provide outsourcing services for the benefit of the State or the Authorized User. There are

no restrictions on subsequent resale or distribution of Deliverables that the State or Authorized User had paid for in full.

7. **Support and Maintenance**. Contractor shall provide support and maintenance for the EMS Software and all Deliverables in accordance with the applicable service level agreement set forth in the Statement of Work, Section 1.6, and the licensing restrictions set forth in the License Agreement and the terms and conditions of this Contract.

8. **Purchase, Delivery, Installation and Acceptance**.

    a. Purchase Orders. The State or Authorized User will order the EMS Software, Services or Deliverables pursuant to a signed Purchase Order issued by the State or an Authorized User. The State or Authorized User reserves the right to cancel any Purchase Order at any time prior to shipment of the Deliverables or delivery of the Services and shall not be subject to any charges or other fees whatsoever as a result of such cancellation. The State or Authorized User may by written communication cancel or make changes to any Purchase Order subject to an equitable adjustment in the price, delivery schedule, or both, where appropriate. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL APPLY AT ALL TIMES TO ANY PURCHASE ORDERS ISSUED BY THE STATE OR ANY AUTHORIZED USER UNDER THIS CONTRACT. ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH A PURCHASE ORDER PLACED BY AN AUTHORIZED USER ARE THE SOLE OBLIGATION OF THE AUTHORIZED USER PLACING THE ORDER AND NOT THE RESPONSIBILITY OF THE STATE.

    b. Delivery Procedure for Deliverables. Contractor shall deliver all Deliverables within the timeframe set forth in the applicable Purchase Order, FOB destination, with such destination being the "ship to" address as specified in the applicable Purchase Order. Contractor shall bear all risk of loss of or damage to the Deliverable until receipt of delivery at the "ship to" address, and shall arrange and pay for all transportation and insurance sufficient to fully protect the Deliverable while in transit. Each shipment shall include a packing slip indicating the Authorized User's order number, a description of the Deliverable shipped and the quantity shipped. If any loss to, or damage of, the Deliverable occurs prior to receipt of delivery at the "ship to" address by the Authorized User, Contractor shall immediately provide a replacement Deliverable. Title shall pass upon receipt of delivery. Contractor shall make available all appropriate or related user Documentation at the time of delivery of the first unit of each different Deliverable type. Deliverables delivered without the appropriate and required Documentation shall be considered "shipped short" until the applicable Documentation has been received.

    c. EMS Software Installation.

        i. Unless otherwise set forth in the Statement of Work or the applicable Purchase Order, Contractor will deliver, install, and configure the EMS Software in accordance with the criteria set forth in the Statement of Work.

        ii. Unless otherwise set forth in the Statement of Work or applicable Purchase Order, Contractor is responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install the EMS Software. Contractor will provide the Authorized User with such notice as is specified in the Statement of Work, prior to delivery of the EMS Software to give the Authorized User sufficient time to prepare for Contractor's delivery, and if applicable, installation of the EMS Software. If the Authorized User is responsible for site preparation or installation, Contractor will provide such assistance as Authorized User requests to complete such preparation and installation on a timely basis.

        iii. During the Term, Contractor shall provide the State with all Maintenance Releases and New Versions in accordance with the Statement of Work (Section 1.5D, Modification

Requirements), each of which will constitute EMS Software and be subject to the terms and conditions of this Contract and the License Agreement.

iv. The State has no obligation to install or use any Maintenance Release or New Version. If the State wishes to install any Maintenance Release or New Version, the State shall have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party as set forth in the Statement of Work.

d. Deliverable Installation. Unless otherwise specified in the Statement of Work or applicable Purchase Order, Contractor shall provide the initial installation of all Deliverables at no additional charge. Installation shall include: unpacking, removal of all shipping and packing materials from the premises, positioning, connecting to internal utility services, and related necessary services to allow for Testing and Acceptance by the Authorized User. All Deliverable installations shall comply with building and facilities standards established by the State or Authorized User. If the Authorized User installs the Deliverable, Contractor shall provide all reasonably necessary telephone assistance at no additional cost during installation.

e. Acceptance**.** Acceptance procedures for Services, EMS Software and Deliverables is set forth in the Statement of Work. Upon completion of testing set forth in the Statement of Work, the State or Authorized User will notify Contractor of its acceptance ("**Acceptance**"), provided such Acceptance occurs and is completed within fifteen (15) calendar days of delivery to the ship to address, after which it will be deemed accepted by the Authorized User or the State, as applicable.

9. **Invoicing and Payment**.

a. Invoicing. Contractor will invoice the State or Authorized user for Fees in accordance with the requirements set forth in the Statement of Work. Contractor must submit each invoice in electronic format, via such delivery means and to such address as are specified by the State or Authorized User. Each separate invoice must:

i. clearly identify this Contract;

ii. list each Fee item separately;

iii. include sufficient detail for each line item to enable the State or Authorized User to satisfy its accounting and charge-back requirements;

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

v. include such other information as may be required by the State or Authorized User; and

vi. any other requirements set forth in the Statement of Work.

b. Payment. Invoices are due and payable by the State, within forty-five (45) calendar days after Acceptance, provided the State determines that the invoice was properly rendered. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Invoices are due and payable by Authorized Users in accordance with the Authorized User's standard payment procedures.

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

    i. timely renders all payments and amounts that are not in dispute;

    ii. notifies Contractor of the dispute prior to the due date for payment, specifying in such notice (A) the amount in dispute; and, (B) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;

    iii. works with Contractor in good faith to resolve the dispute promptly; and

    iv. promptly pays any amount determined to be payable by resolution of the dispute.

d. <u>Not to Withhold Services</u>. Contractor shall not withhold any Services or Deliverables or fail to perform any obligation hereunder by reason of the State's or Authorized User's good faith withholding of any payment or amount or any dispute arising therefrom.

e. <u>Firm Pricing</u>. Unless otherwise set forth in the Statement of Work, all Fees set forth in this Contract are firm and will not be increased during the Term, or any renewal thereof. For purpose of clarity, the parties may negotiate pricing for replacement hardware or components that reach end of life.

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

g. <u>Right of Setoff</u>. Without prejudice to any other right or remedy it may have, the State and Authorized Users reserve the right to set off at any time any amount owing to it by Contractor against any amount payable by the State or Authorized User to Contractor under this Contract.

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

    a. **State Standards**

        i. To the extent that Contractor has access to the State's computer system or will be handling State Data, Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html

        ii. To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html. All Contractor personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

    b. **Contractor Personnel**

        i. Contractor is solely responsible for all Contractor personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment

and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

    ii.   Prior to any Contractor personnel performing any Services, Contractor will:

        1.   ensure that such Contractor personnel have the legal right to work in the United States; and

        2.   require such Contractor personnel to execute written agreements, in form and substance acceptable to the State or Authorized User, that bind such Contractor personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract.

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

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

c. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State or Authorized User and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State or Authorized User, in its sole discretion, may also perform background checks.

d. **Contractor's Key Personnel**

    i.   The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Program Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

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

material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under **Section 20**.

iii. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 20**, Contractor will issue to the State the corresponding credits set forth below (each, an "**Unauthorized Removal Credit**"):

1. For the Unauthorized Removal of any Key Personnel designated in the Statement of Work, the credit amount will be $1,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.

2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 Calendar Days, in addition to the $1,000.00 credit specified above, Contractor will credit the State $1,000.00 per Business Day for each day of the 30 calendar Day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to $30,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 Calendar Days of shadowing will not exceed $31,000.00 per individual.

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

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

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

ii. name the State a third party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services;

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

11. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when

actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Sue Cieciwa DTMB Procurement Constitution Hall 525 West Allegan Street PO Box 30026 Lansing, MI 48909 Email: cieciwas@michigan.gov Phone: (517) 284-7007	Drew Stewart Hart InterCivic, Inc. 15500 Wells Port Drive Austin, TX 78728 Email: dstewart@hartic.com Phone: (214) 901-8100

12. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
Minimal Limits: $1,000,000 Per Occurrence	
Workers' Compensation Insurance	
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	
Crime Insurance	
Minimal Limits: $1,000,000 Employee Theft Per Loss	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add "the State of Michigan, its departments, divisions,

	agencies, offices, commissions, officers, employees, and agents" as Loss Payees.
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> $5,000,000 Each Occurrence $5,000,000 Annual Aggregate <u>Deductible Maximum:</u> $50,000 Per Loss	
Property Insurance	
The Contractor is responsible for Property Insurance covering any loss or damage to State-owned owned property that results from this agreement including cargo while in transit, and State-owned office space used by the Contractor for any reason under this Contract, together with State-owned equipment, software and other contents of the office space, including without limitation, those contents used by the Contractor to provide the Services to the State, up to its replacement value, where the property is under the care, custody and control of the Contractor.	The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents must be endorsed on the policy as a loss payee as its interests appear.

If any of the required policies provide claim-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Services; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Services; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

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

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

13. **Reserved**

14. **Extended Purchasing Program.** This Contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this Contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Services, EMS Software and Deliverables at the established Contract prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis. ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH A PURCHASE ORDER PLACED BY A MIDEAL MEMBER ARE THE SOLE OBLIGATION OF THE MIDEAL MEMBER PLACING THE ORDER AND NOT THE RESPONSIBILITY OF THE STATE

15. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

16. **Assignment.** Contractor may not assign this Contract to any other party without the prior written approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party.

17. **Change of Control.** Contractor will notify the State, within 90 calendar days of the effective date, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock resulting in a circumstance described by (e); (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in more than 50% ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

18. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in the Statement of Work.

19. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract. The State will not pay for Services or Deliverables, Contractor's lost profits, or any additional compensation during a stop work period. The State or Authorized User, as applicable will pay for any Services or Deliverables that have been ordered, prior to the issuance of the Stop Work Order.

20. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any State or Authorized User location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State or an Authorized User to liability; (d) breaches any of its material duties or obligations under this Contractor, including but not limited to obtaining and maintaining, throughout the Term of the Contract, Federal and/or State voting system certification; or (e) fails to cure a breach within the time stated in a notice of breach provided Contractor shall be afforded no less than thirty (30) days to cure any such breach under this Contract unless otherwise mutually agreed upon by the parties. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to

have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 21**.

The State will only pay for amounts due to Contractor for Services and Deliverables accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Fees for support and maintenance services. Further, Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, and court costs. For purposes of clarity, Contractor will not be responsible for any transition costs or costs of obtaining substitute Services or Deliverables.

21. **Termination for Convenience.** Upon thirty (30) days prior written notice, the State may terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Services immediately, or (b) continue to perform the Services in accordance with **Section 22**. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities. The State or Authorized User, as applicable will pay for any Services or Deliverables that have been Accepted, prior to the effective date of the termination.

22. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days)(the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Services and Deliverables to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services and Deliverables to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services and Deliverables, training, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

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

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; and (iii) employ its own counsel. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be

involved or challenged, the State may, at its own expense, control the defense of that portion of the claim; provided that, in such event, Contractor will be relieved of its obligations under this Section with respect to that particular claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

24. **Infringement Remedies; Exclusions.** Excluding any Third-Party Products, if, in either party's opinion, any of the Services, EMS Software or Deliverables supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense do one of the following at State's option: (a) procure for the State the right to continue using the Services or Deliverables, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing, or if this option is not reasonably available to Contractor, (c) accept its return by the State with appropriate credits to the State against 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. Contractor will not defend or indemnify the State if any claim of infringement or misappropriation (a) is asserted by an affiliate of the State; (b) results from the State's design or alteration of any Services, EMS Software or Deliverables; (c) results from use of any Deliverable or EMS Software in combination with any non-Contractor product, except to the extent, if any, that such use in combination is restricted to the EMS Software system designed by Contractor or Contractor has directed such use; (d) relates to Third-Party Products; or (e) arises from State-specified customization work undertaken by Contractor or its designees that are made in response to State specifications. THIS SECTION 24 AND THE STATE'S INDEMNIFICATION RIGHTS UNDER SECTION 23 STATES THE ENTIRE LIABILITY OF CONTRACTOR AND STATE'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND INTELLECTUAL PROPERTY MISAPPROPRIATION; PROVIDED THAT, THE STATE MAY ALSO TERMINATE THIS CONTRACT FOR CAUSE.

25. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. IN ADDITION, IN NO EVENT WILL THE STATE'S OR THE CONTRACTOR'S AGGREGATE LIABILITY TO THE OTHER OR TO ANY AUTHORIZED USER UNDER THIS CONTRACT EXCEED THE MAXIMUM AMOUNT OF FEES SPECIFIED IN THE STATEMENT OF WORK WITH RESPECT TO THE STATE OR THE MAXIMUM AMOUNT OF FEES SPECIFIED IN THE APPLICABLE PURCHASE ORDER FOR SUCH AUTHORIZED USER.

26. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract and that could reasonably be expected to affect Contractor's ability to comply with this Agreement, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

27. **State Data.** The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes all of the State's or Authorized User's data collected, used, processed, stored, or generated as the result of the Services. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use

and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

28. **Non-Disclosure of Confidential Information**. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

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

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

   c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

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

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

29. **Data Privacy and Information Security**. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of State Data; (b) protect against any anticipated threats or hazards to the security or integrity of State Data; (c) protect against unauthorized disclosure, access to, or use of State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing.

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

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

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Services in connection with this Contract.

31. **Warranties and Representations.**

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

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

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

iii. The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and

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

b. Pass through Warranties. Contractor further represents and warrants to the State that:

i. it shall pass through all manufacturer supplied end-user warranties to the Authorized User or the State, as applicable, and that with respect to all of the Deliverables

provided hereunder, it has obtained from manufacturers of such Deliverables provided hereunder and will assign or pass through to each Authorized User the following representations and rights from said manufacturers: that said manufacturers agree to defend, indemnify and hold harmless Contractor and the end user customer at manufacturer's expense from and against any claim, charge, demand, proceeding, suit, liability, loss, cost, expense, order, decree, attorneys fees, court costs, trial or appeal and judgments including damages of any kind resulting from, arising out of or in connection with any actual or claimed: (a) personal injury (including death), property damage or loss of any nature whatsoever alleged to have occurred as a result of the use of any of the Deliverable, (b) any defect in material, workmanship or design and (c) patent, trademark or copyright infringement with respect to any of the Deliverables. Notwithstanding the foregoing, the State and Authorized Users acknowledge that all Third Party Products which have been purchased by the Contractor for the State or Authorized Users hereunder are owned by parties other than Contractor. The State and Authorized Users further acknowledge that except for the payment to Contractor for the Third Party Products, all of its rights, warranties and obligations with respect thereto flow from and to the Third Parties. Contractor is only obligated to pass through the foregoing rights, warranties and obligations as may be provided by the Third Party.

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

   i.   except for any Third Party Products used in conjunction with the EMS Software or any Deliverable (including System Software) provided hereunder, it is the legal and beneficial owner of the entire right, title and interest in and to the EMS Software and Deliverables (including any System Software), including, all Intellectual Property Rights relating thereto necessary to perform hereunder;

   ii. it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;

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

   iv. when used by the State or any Authorized User in accordance with this Contract, the EMS Software or Deliverable (including any System Software) as delivered or installed by Contractor does not or will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

   v.   Contractor uses industry standard software and tools designed to ensure that the EMS Software or any System Software does not or will not at any time during the license term contain any Harmful Code;

   vi. when delivered, the EMS Software and System Software shall be at the current State certified release level unless otherwise requested by the State or Authorized Users; and

   vii. all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will the EMS Software or any Deliverables (including any System Software) have any material undocumented feature.

d. <u>Performance Warranty</u>.

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i. Contractor warrants that during the Term of the Contract: (A) the EMS Software and the Deliverables (including System Software, but, excluding any Third-Party Products) will function in conformity with this Contract, the specifications set forth in the Statement of Work, and the Documentation; and (B) all Deliverables (but excluding any Third-Party Products) will be free of damage or defect in design, material and workmanship, and will remain so under ordinary use as contemplated by this Contract, the specifications set forth in the Statement of Work, and the Documentation. Contractor will, at the State's discretion, replace or repair any Contractor hardware that does not comply with this warranty, at no additional charge to State. The foregoing warranty shall not include the repair or replacement of any Deliverable components that are consumed in the normal course of operating the Deliverables, including printer ribbons, printer cartridges, paper rolls, backup batteries, removable media storage devices or marking devices. These warranties are effective provided that (I) the State or Authorized User promptly notifies Contractor of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the Deliverable, EMS Software or System Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by Contractor, (III) the Deliverable, EMS Software or System Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by Contractor or causes beyond the reasonable control of Contractor or the State or Authorized User, including, but not limited to, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, power failures, surges or electrical damage, transportation delays, governmental regulations and utility or communication interruptions, and (IV) the State or Authorized User has installed and is using the most recent Update, provided to it by Contractor. This warranty is void for any units of a Deliverable which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

ii. Contractor further warrants that the EMS Software and the Deliverables (including System Software) will operate in conjunction with the Third Party Products during the Term of the Contract, provided that (i) the State or Authorized User has installed and is using the most recent State certified update provided to it by Contractor, and (ii) the Third Party Products are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, Contractor will, in accordance with Section 1.6 of the Statement of Work, use commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors or malfunctions in the EMS Software or the Deliverables (including System Software) that is causing such breach to occur. The State and Authorized Users acknowledge that Contractor has merely purchased the Third Party Products for resale to State or Authorized User, and that the proprietary and intellectual property rights to the Third Party Products are owned by parties other than Contractor. Subject to the Statement of Work, the State and Authorized User further acknowledge that except for the payment to Contractor for the Third Party Products, all of its rights and obligations with respect thereto flow from and to the Third Parties.

iii. If the Contractor breaches any of the warranties set forth in this **Subsection** d Contractor will, upon written notice from the State, remedy such breach in accordance with its service and maintenance obligations set forth in Section 1.6 of the Statement of Work, including the time periods set forth in such section. In the event Contractor fails to remedy such breach on a timely basis, the State will be entitled to such remedies as are specified in the Statement of Work or as may otherwise be available

under this Contract, at law or in equity for breach of its service and maintenance obligations. During the Initial Service Period (as that term is defined under the Statement of Work), Contractor's obligations under this section shall be at Contractor's sole cost and expense. Upon expiration of the Initial Service Period, the State will pay in accordance with the fees set forth in the Statement of Work.

e. CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. OTHER THAN THE WARRANTIES SET FORTH ABOVE REGARDING COMPABITBILITY, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY PRODUCTS, IF ANY, PROVIDED BY CONTRACTOR TO STATE, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO STATE "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. CONTRACTOR HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY PRODUCTS, IF ANY, PROVIDED BY CONTRACTOR'S DISTRIBUTORS OR OTHER THIRD PARTIES TO STATE. STATE AND AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACKUP OF ALL CUSTOMER DATA. UNDER NO CIRCUMSTANCES WILL CONTRACTOR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CUSTOMER DATA

32. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Services in connection with this Contract.

33. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

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

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

Schedule A	Statement of Work
Schedule B	License Agreement
Schedule C	Pricing

36. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such

as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

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

38. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

39. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision (the "**Dispute Resolution Procedure**"). The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

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

41. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

42. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

43. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, limitations of liability, and confidentiality (and any surviving provisions in the License Agreement), will survive the expiration or termination of this Contract.

44. **Entire Agreement.** This Contract, including its Schedules, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of the Statement of Work or other Schedule, the following order of precedence governs: (a) first, this Contract; and (b) second, the Statement of Work or other Schedule. NO TERMS ON CONTRACTOR'S WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, EMS SOFTWARE, DELIVERABLES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER,

EVEN IF ACCESS TO OR USE OF SUCH SERVICE, EMS SOFTWARE, DELIVERABLE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

STATE OF MICHIGAN
Voting System Hardware, Firmware, Software and Service

SCHEDULE A
STATEMENT OF WORK
CONTRACT ACTIVITIES

This Contract is for voting systems approved for use in Michigan for the Michigan Department of State (MDOS) and includes hardware and firmware (tabulators and all related components, including those for use by voters with disabilities); related Election Management System (EMS) software provided to counties and select local jurisdictions; initial and extended service and maintenance; training and training documentation for county/local jurisdiction clerks and election staff and replacement components/consumables.

This is a multiple-vendor contract award with vendor selection coordinated at the county level and will be a gradual rollout. The rollout is anticipated to begin in conjunction with the August 2017 election, with the anticipated statewide completion by the August 2018 primary election. These schedules will be coordinated at the county level. The accessible voting system component will be rolled out in conjunction with the new voting system. Ownership will be granted directly to the counties and local jurisdictions. Upon agreement with jurisdictions in a county, ownership may be granted to the county for jurisdictions within the county.

A detailed list of the voting system components covered by this Contract, along with associated firmware and EMS software (including version numbers), is included in Exhibit 1 to Schedule A, Federal Voting System Testing / Certification Matrix.

BACKGROUND

In Scope:

This Contract includes:

- Purchase of voting system tabulators and all related components (Election Day precincts: one tabulator per precinct and Absent Voter Counting Board, based on a formula determined by the State.). In addition, one tabulator per county.

- Purchase of accessible voting system components, for use by voters with disabilities (one per Election Day polling location [with some exceptions]). In addition, one accessible device per county.

- Related Election Management System or 'EMS' software. Two EMS software options will be available at the county level:

    o 1) **Full EMS ("Program Your Own")**, for counties that fully program their elections internally (without reliance on the voting system Contractor/subcontractor for programming); and

    o 2) **Accumulation-Only EMS**, for counties that rely on the voting system Contractor/subcontractor for programming; the accumulation-only functionality for these counties must include the capability to burn media, read media, transmit results and produce accumulation reports.

- Initial training and training documentation for county/local jurisdiction clerks and election staff.

- Voting System component / consumables costs (replacement or additional components not already covered in initial purchase).

- Initial system/software service and maintenance (acquisition year + four years).

- Extended service and maintenance (after the expiration of the initial service period, + 5 years). Note: in the absence of a State appropriation, local counties and jurisdictions will be solely responsible for the cost of extended service and maintenance.

- Preventative maintenance (every two years).

- NOTE: The Contractor shall provide the State with one full set of all system components at no charge (precinct tabulator; AVCB tabulator; accessible voting device; full EMS software ("Program Your Own" version); all related training and documentation).

Anticipated Key Implementation Timeframes:

Initial acquisition and implementation is expected to progress over the following anticipated planned phases:

- Early to Mid 2017: For counties / jurisdictions that plan to implement the new system's first use in Michigan's August 8, 2017 election;

- Mid-2017: For counties / jurisdictions that plan to implement the new system's first use in Michigan's November 7, 2017 election;

- Early 2018: For counties / jurisdictions that plan to implement the new system's first use in Michigan's May 8, 2018 election;

- Mid-2018: For counties / jurisdictions that plan to implement the new system's first use in Michigan's August 7, 2018 primary election.

- Statewide implementation is expected to be completed by August 2018.

Detailed Specifications

1. Specifications **Exhibit 2, Attachments 1.1 – 1.4 to Schedule A** contain detailed technical specifications and requirements for Michigan's next generation voting system.
1.1 Voting System HARDWARE Technical Requirements **Exhibit 2, Attachment 1.1 to Schedule A** lists detailed voting system **hardware** technical specifications and requirements. This attachment is broken into several categories, including: A. Ballot Counter / Tabulator Requirements B. Ballot Requirements C. Memory Device Requirements D. Ballot Box Requirements E. COTS (Commercial Off the Shelf) Options F. Reliability Requirements G. Security Requirements
Refer to Exhibit 2, Attachment 1.1 to Schedule A for additional details of these requirements.
1.2 Voting System ELECTION MANAGEMENT SYSTEM (EMS) SOFTWARE Technical Requirements **Exhibit 2, Attachment 1.2 to Schedule A** lists detailed voting system **Election Management System (EMS) software** technical specifications and requirements. This attachment is broken into several categories, including: A. Election Management System (EMS) General Requirements B. EMS Programming Requirements C. Ballot Programming and Layout Requirements D. Election Night Reporting (ENR) Capabilities / Requirements E. Reports Requirements

F. Audit Capabilities / Requirements

G. System / Software Ownership Requirements

Refer to Exhibit 2, Attachment 1.2 to Schedule A for additional details of these requirements.

1.3 Voting System ABSENTEE VOTING (AV) Technical Requirements

Exhibit 2, Attachment 1.3 to Schedule A lists detailed voting system **absentee voting (AV)** technical specifications and requirements. This attachment is broken into the following categories:

A. AV Processing General Requirements

B. High Speed AVCB Tabulator Requirements

Refer to Exhibit 2, Attachment 1.3 to Schedule A for additional details of these requirements.

1.4 Voting System ACCESSIBLE VOTING SYSTEM COMPONENT Technical Requirements

Exhibit 2, Attachment 1.4 to Schedule A lists detailed voting system **Accessible Voting System Component** technical specifications and requirements. This attachment is broken into several categories, including:

A. Accessible Voting System General Requirements

B. Accessible Voting System – Use of Touch Screen Interface Requirements

C. Accessible Voting System – Use of Paper Ballots (Requirements related to 3 possible scenarios)

D. Reliability Requirements

Refer to Exhibit 2, Attachment 1.4 to Schedule A for additional details of these requirements.

1.5 State and Federal Testing / Certification Requirements

A. Federal Testing and Certification Requirements

Contractor's system shall have been tested and successfully completed all certification steps required by the U.S. Election Assistance Commission (EAC) before the system will be approved for implementation in Michigan. Documentation detailing the system to be implemented in Michigan is included in **Exhibit 1 to Schedule A, Federal Voting System Testing / Certification Matrix**.

For systems still in the process of obtaining EAC certification, the Contractor shall provide a copy of the EAC certification prior to final State certification and prior to a Purchase Order being placed for the system in any county. If the Contractor's system is not EAC certified by March 31, 2017, the State reserves the right to terminate this Contract and remove it from the program.

Contractor authorizes the State of Michigan to independently verify the status of any system's (or upgrades) Federal testing and certification status with the identified VSTL and the EAC, and authorize the identified VSTL and the EAC to provide information to the State of Michigan.

NOTE: Also see Section **1.5 D – Modification Requirements** (below), related to compliance requirements with future Federal standards.

B. State Testing and Certification Requirements

All voting systems approved for use in Michigan must complete the State voting system certification process, as required by Michigan Election Law. For systems that have not yet completed EAC certification, the State will coordinate the details and timeframes for completing final State certification and testing.

In sum, this process is designed to ensure that that all voting systems approved for use in Michigan comply with all applicable requirements of Michigan Election Law, 1954 PA 116, MCL 168.1 *et seq.*, and related Rules for Electronic Voting Systems, Mich Admin Code R 168.771 *et seq.*

C. State Uniform Data Format

Contractor agrees and will comply with Michigan-specific uniform data format requirements and Federal IEEE Standards. **Exhibit 3 to Schedule A, Michigan QVF Export File Format** contains the State's current uniform data structure for use with Contractor's voting system EMS software.

Federal IEEE Standards: Upon finalization of the IEEE voting system uniform data format standards currently under development at the Federal level (commonly referred to as IEEE standards), Contractor shall work with the State to seamlessly convert the State uniform data structure to comply with and implement the IEEE uniform data format at an agreed-upon time. As the IEEE Standards include a broad range of system components and is still under development, any applicable modifications will be performed under a mutually-agreed upon Statement of Work, under the established change control process.

D. Modification Requirements

In the event that any modifications become available and/or necessary after delivery due to changes in the applicable Federal and/or State certification standards and/or laws that occur during the Contract period, the Contractor and the State will jointly review and agree upon the scope of, and cost for, any modifications required by such subsequent changes in Federal and/or State certification requirements and/or law. As part of this determination process, the Contractor shall thoroughly review the impact of such changes and develop a scope of work and cost analysis for review and approval by the State before proceeding with any applicable modifications.

System changes that are implemented through this process shall be accepted through the change notice process and included in the Contract as described in **Section 4** in the Contract Terms.

The Contractor shall provide written notice to the State Program Manager of any system modifications made on behalf of jurisdictions outside the State of Michigan. Such notice shall be provided no later than one month after the modification is made available.

1.6 Service and Maintenance

The Contractor shall maintain a physical presence in Michigan. The Contractor shall maintain a regional office structure and regional service and maintenance plan. This plan shall include the number and names of support personnel and geographic location/region assigned to each.

If a subcontractor is to be used for service and maintenance, the subcontractor must be identified, along with any Key Personnel (see **Section 3.3**); as well as relevant experience the subcontractor has with relation to the service and maintenance of the system being proposed.

Contractor has established practices that facilitate coordination of activities that occur locally and at Contractor's headquarters in Austin, Texas.

Contractor's Michigan base of operations for implementing and supporting the Verity Voting system will be centrally located to serve Contractor's customer base. Contractor will conduct pre-sales activities, project management, and county and local implementations during each of the anticipated planned phases for initial system acquisition and implementation. Contractor will also ensure that hardware, software and components approved for use in Michigan are in supply at a hub location. Contractor's Austin, Texas-based supply management team will manage and monitor inventory online through Contractor's inventory control system.

Karen Clakeley, Contractor's relationship manager, will oversee business development and all pre-sales activities and provide regular, documented updates to Drew Stewart, Hart's proposed State Project Manager/Customer Service Manager. Mr. Stewart's direction of the overall service and maintenance effort throughout the State will accommodate new counties as they implement the
Verity system and will cover the ongoing support needs of earlier adopters.

The size of Contractor's in-state team will vary with the number and complexity of the county/local requirements. For each new implementation, team size will be fully defined during the statement of work, contract and project meetings to ensure full support. Throughout the anticipated procurement phases, however, Contractor's core team will remain consistent. This core group will include executive sponsor Phillip Braithwaite, State Project Manager/Customer Service Manager Drew Stewart, relationship manager Karen Clakeley, Professional Services Manager Rich Geppert and at least one Michigan Regional Services Manager.

Contractor's additional service and maintenance team members will be based in the State of Michigan and will bring a high level of experience with Michigan election processes at State, county and local levels.

Once Counties and their local jurisdictions are up and running on the Verity system, the individual Regional Services Manager(s) will become a part of Contractor's Michigan election team that provides staffing and service resources to counties and local jurisdictions.

The Contract includes initial, ongoing and extended service and maintenance to include all of the following:

A. Service and Maintenance

The Contract shall cover an initial service and maintenance period on all Deliverables, System Software, and EMS Software (as those terms are defined under the Contract Terms) that shall be in effect throughout the acquisition year + 4 years (the "**Initial Service Period**"), and shall be provided be at no additional cost. Extended service and maintenance on all Deliverables, System Software, and EMS Software shall cover the time period from the expiration of the Initial Service Period + 5 years (the "**Extended Service Period**"). Both the Initial Service Period and the Extended Service Period must cover all Deliverables, System Software and EMS Software, including any parts and labor. During the contract period, the Contractor shall repair or replace any Deliverable, System Software and/or EMS Software that becomes inoperable, is defective in material or workmanship, or otherwise fails to perform substantially in accordance with the Documentation and Contract requirements.

Deliverables and System Software:

During the term of the Contract, Contractor shall provide the following support and maintenance services (including unlimited telephonic support and all necessary travel and labor) to maintain the Deliverables and associated System Software in accordance with the Documentation and Contract requirements:

1. Upgrades to System Software. Make available to the State and any Authorized User no later than the first day of general release, copies of the System Software and documentation revised to reflect any enhancements (including New Versions and upgrades) to the System Software. Acceptance of system upgrades will proceed as outlined in **Section 1.5D, Modification Requirements.**

2. Known Defects. Contractor shall promptly notify the State and any Authorized User of any defects or malfunctions in the Deliverable, associated System Software or Documentation of which it learns from any source, correct any such defects or malfunctions or provide a workaround until corrected within five (5) Business Days of knowledge of such defect or malfunction and provide the State or Authorized User with corrections of same, at no additional cost to the State or Authorized User. If the correction of known defects requires Federal or State certification, acceptance of the correction will proceed as outlined in **Section 1.5D, Modification Requirements.**

3. Coverage. See Section 1.6(C)(1) below.

4. Service Levels. Respond to problems with the Deliverable identified by the State or an Authorized User in no more than two (2) hours after notification. Resolve all problems as specified in Section 1.6(C)(2) below. For purposes of this section, "resolve" means that Contractor has provided all parts, components and services required to correct the defect and restore such Deliverable so that it functions as warranted, and the State or Authorized User has confirmed such correction and its acceptance of it in writing; or Contractor shall replace it, so that it functions as warranted, and the State or Authorized User has confirmed such replacement and its acceptance of it in writing. Services provided by Contractor to correct the defect shall be on-site, and Contractor shall be solely responsible for any shipping cost to return any Deliverable to Contractor.

   While 1.6(C)(2) states that repairs must be conducted onsite, Contractor follows an established Return Merchandise Authorization (RMA) process to complete repairs at its repair depot at Contractor's headquarters. Contractor acknowledges that for those repairs that must be made at Contractor's repair depot and not onsite, Contractor will pay for shipping. The following service levels apply:

   a. Election Day – Issue resolved within 2 hours through Contractor's Customer Support Center (CSC) extended telephone support hours during election events; local support from Contractor's Regional Service Manager(s); or pre-arranged on-site support

b. Six weeks before Election Day – Guaranteed 10-day response through prompt response to Contractor's proactive RMA notification

c. Ongoing RMA process – Orders are returned within 10 business days of receipt from the customer

5. <u>Remedies</u>. If Contractor is unable to make the Deliverable conform, in all material respects, to the Contract requirements and Documentation within thirty (30) calendar days following written notification by the State or an Authorized User, Contractor shall, at the State's or such Authorized User's request, return all monies paid by the State or such Authorized User per the direction of the State Program Manager for the non-conforming Deliverable and Documentation and such other related Service(s) rendered unusable, including any prepaid maintenance fees associated with that Deliverable.

Contractor will accept return of the Deliverable and refund to the State a pro rata portion of the purchase price paid to Contractor for the defective Deliverable, such refund based on a straight line depreciation over a ten (10) year term beginning on the date of purchase.

EMS Software: During the term of the Contract, Contractor shall provide the following support and maintenance services (including unlimited telephonic support and all necessary travel and labor) to maintain the EMS Software in accordance with the Documentation and Contract requirements:

1. <u>Maintenance Releases and New Versions</u>. Contractor shall provide to the State and Authorized Users, at no additional charge, and no later than the first day of general release, with all Maintenance Releases and New Versions (as those terms are defined in the Contract Terms) of the EMS Software. Acceptance of maintenance releases and new versions will proceed as outlined in **Section 1.5D, Modification Requirements.**

2. <u>Known Defects</u>. Promptly notify the State and all Authorized Users of any defects or malfunctions in the EMS Software or Documentation of which it learns from any source other than the State or an Authorized User and provide to all Authorized Users a correction of any such defects or malfunctions, or a work around until a correction is available, within five (5) days of Contractor's knowledge of such defect or malfunction. If the correction of known defects requires Federal or State certification, acceptance of the correction will proceed as outlined in **Section 1.5D, Modification Requirements.**

3. <u>Coverage</u>. See Section 1.6(C)(1) below.

4. <u>Service Levels</u>. Respond to problems with the EMS Software identified by the State or an Authorized User in no more than two (2) hours after notification. Resolve all problems according to the following:

    • Priority 1 (EMS Software inoperable) within one week.
    • Priority 2 (certain processing interrupted or malfunctioning but EMS Software able to process) within two weeks.
    • Priority 3 (minor intermittent malfunctioning, EMS Software able to process data) within 30 days.

    The level of severity (e.g., Priority 1, 2, or 3), shall be defined by the State or Authorized User. For purposes of this section, "resolve" means that Contractor has corrected the problem that prompted the support request so that the EMS Software functions as warranted, and that the State or Authorized User has confirmed such correction and its acceptance of it in writing; or Contractor shall reinstall the EMS Software, so that it functions as warranted, and the State or Authorized User has confirmed such reinstallation and its acceptance of it in writing.

5. <u>Remedies</u>. If Contractor is unable to make the EMS Software conform, in all material respects, to the Contract requirements and Documentation within thirty (30) calendar days following written notification by the State or an Authorized User, Contractor shall, at the State's or such Authorized User's request, cancel the license to such EMS Software, accept return of such EMS Software and Documentation, if applicable, rendered unusable, and return all monies paid by the State or such Authorized User per the direction of the State Program Manager for the non-conforming EMS Software and Documentation and such other related Service(s) rendered unusable, including any prepaid maintenance fees associated with the EMS Software.

Contractor will accept return of the EMS Software and refund to the State a pro rata portion of the license fee paid to Contractor for the EMS Software, such refund based on a straight line amortization over a ten (10) year term beginning on the date of purchase.

Additionally, the State requires Contractor to deliver a future Verity release that includes functionality to create an "uncommitted" position for the Presidential Primary ballot that does not rotate like the names of candidates seeking their party's nomination for the office of President. No later than March 30, 2018, Contractor agrees to submit to the EAC an EAC Testing Application Package for approval, including the necessary hardware, software, and firmware updates that permit the non-rotation of an "uncommitted" candidate. Additionally, all planned VSTL testing of this functionality must be completed by March 30, 2018. This functionality must be made available to the State to begin State certification testing no later than June 1, 2018. Upon State certification, Contractor will work directly with the State on an agreed-upon plan for delivering the functionality to all Contractor customers. There will be no additional fees charged to the State, counties or local jurisdictions for this functionality. Failure by Contractor to complete all of the following: (i) obtain EAC certification of a release containing the new functionality, (ii) successfully complete State certification testing of the new functionality; and (iii) deliver the new functionality by June 1, 2018, will be deemed a material breach of the Contract for which the State may terminate the Contract for cause pursuant to Section 20. Upon such termination for cause, Contractor shall be obligated to reimburse to the State or Authorized User 100% of the costs or fees paid to date for every jurisdiction in which Contractor's voting system is in use. Full reimbursement must be paid by January 1, 2019 so that jurisdictions have ample time to acquire and implement a replacement voting system for use in the 2020 Presidential Primary election.

B. Preventative Maintenance (Tabulators/accessible voting system components only)
- Biennial (every two years) preventative maintenance package
- Preventative maintenance must consist of standard steps and checklists for each tabulator/accessible voting system component

Service and maintenance also includes preventative maintenance (PM) for tabulators / accessible voting system components throughout the contract term. Preventative maintenance includes both remedial and preventative maintenance services, including all labor and parts except consumables such as printer cartridges, paper rolls, and backup batteries that can be accessed/changed by the local jurisdiction. NOTE: batteries associated with the system motherboard shall be covered by warranty. Contractor will work with the State to empower and train the counties to handle some elements of preventative maintenance, if desired.

Refer to Schedule C-Pricing for pricing on all consumables, as well as information on how and when to obtain replacement consumables, and consumables that are available commercially off-the-shelf (COTS).

Contractor shall provide preventative maintenance on a biennial basis (every two years). Preventative maintenance schedules for individual counties shall be finalized with input and approval by the individual counties. See **Section 1.6C(4)** below. NOTE: Hart will also provide additional on-site preventative maintenance to ensure the motherboard batteries are replaced at least once every three years.

Preventative maintenance must consist of standard steps and checklists for each tabulator / AVCB tabulator and accessible voting system component. Contractor's preventative maintenance checklists are as follows:

Maintenance for Verity Scan (both Routine and Preventative)

Maintenance Type	Action	Frequency	Performed by
Routine	Clean display	As needed	User
Routine	Clean scanner	Inspect/clean scanner after every 500 sheets	User
Routine	Calibrate touchscreen	Annually	User
Routine	Check condition of screen protector (if installed)	Annually	User

Routine	Perform scanner calibration diagnostic procedure	Annually	User
Routine	Replace rechargeable backup battery	Every four years	User
Preventative	Replace coin battery in tablet	Every three years	User with Contractor assistance as needed

Routine and Preventative Maintenance for Verity Touch Writer with Access

Maintenance Type	Action	Frequency	**Performed by**
Routine	Clean display	As needed	User
Routine	Calibrate touchscreen	Annually	User
Routine	Check condition of screen protector (if installed)	Annually	User
Routine	Replace rechargeable backup battery	Every four years	User
Preventative	Replace coin battery in tablet	Every three years	User with Contractor assistance as needed

Preventative Maintenance for the Canon DR-G1130 High Speed Scanner (ACVB)

Contractor has partnered with multiple vendors to provide a high-speed scanning solution. Preventative maintenance is typically performed on high-speed scanners according to a schedule based on the number of sheets scanned. The more sheets scanned, the more often preventative maintenance is performed.

For the Canon DR-G1130 high speed scanner, preventative maintenance is performed by a technician certified by the manufacturer. Between scheduled preventative maintenance visits, the user performs only standard cleaning and light-duty maintenance typical of any device of this type.

Verity users contact the Contractor Customer Support Center, available 24 x 7, to schedule maintenance and repair of the high-speed AVCB scanner. Based on the scanner model selected, the appropriate manufacturer provides the service and support needed for the scanner. Warranty requirements (including pass-through warranties) for Third-Party products, are covered in the Standard Contract Terms, Section 31.

The State has final approval over all preventative maintenance checklists.

C. Technical Support Response Requirements
- Help Desk Telephone Support
- Equipment Repair/Replace
- Reporting Requirements
- Support Personnel

NOTE: counties and local jurisdictions may contract and pay separately for Election Day Support, which will entail dedicated Election Day support resources and specific additional requirements beyond what is listed here.
Counties and local jurisdictions will not be limited in the number of help desk calls.

   1. Help Desk Telephone Support
     a. Hart InterCivic Customer Support Center

Email: hartsupport@hartic.com
Toll Free Number: 866-275-4278

Contractor must provide a single toll-free number for Help Desk Support.

This toll-free number must allow callers to speak directly to live support representatives that are equipped to handle Michigan customer service, technical support, and other needs identified in the Contract. Contractor provides the State and Authorized Users with a consistent source for 24/7, real-time help from a knowledgeable Customer Support Consultant via phone or email through Contractor's Customer Support Center help desk support and Hartline tracking system. Using these resources, customers can submit incidents, change requests, requests for repairs and enhancement requests around the clock.

b. Timeframe availability: Help Desk support is available (Mon-Fri, 7 am – 7 pm, Central Time). Users can also reach a representative outside of these hours by leaving a voicemail. The receipt of a voicemail triggers a call forward to a Customer Support Center staff member, so callers receive prompt service and 6 am – midnight Michigan local time on Election Day.

c. Response time for calls: Response to calls is required within two hours of receipt of the call.

Contractor's process for escalating and ensuring all Election Day support calls are handled and resolved as expeditiously as possible, is as follows:

Contractor's Customer Support Center is fully staffed during extended hours on Election Day. All Election Day support calls are answered by a trained Hart staff member, who logs the call and resolves the issue or escalates it as appropriate to ensure each call is resolved as expeditiously as possible.

d. For local jurisdictions contracting for Election Day support, an after-hours "emergency" toll-free number must be available for on-call service and support.

2. **Equipment Repair/Replace**
   a. Contractor must maintain a reasonable supply of certified manufacturer replacement parts and components necessary to repair malfunctioning equipment and return it to service as soon as possible. Technicians must be equipped with all commonly required spare parts.
   b. Equipment repair shall occur on-site, unless there is a demonstrable need to ship the equipment off-site for service, repair, or replacement. (See paragraph e. below.)
   c. Equipment shall be repaired or replaced within ten business days. On Election Day, equipment shall be repaired or replaced as soon as possible that day. Contractor shall have a process for escalating and ensuring all Election Day equipment problems are handled and repaired/replaced as expeditiously as possible. Prior to Election Day, repaired/replaced equipment shall be available to allow for adequate time for pre-election testing and successful use on Election Day.
   d. In the event of inoperability on Election Day, the Contractor shall make loaner equipment available to local jurisdictions; subject to time and materials pricing. In the event of equipment inoperability on Election Day, Contractor will assist with troubleshooting remotely or on-site as appropriate at no charge. Contractor's best practices recommend that customers purchase spare equipment for efficient availability on Election Day. If a customer-owned spare is not available, Contractor will have a statewide loaner pool available for its multiple-County customers to use at no charge. Additionally, Contractor will offer a rental equipment program to its individual customers at a rental price of $1,900 per device, per election.
   e. If a demonstrable need exists to ship equipment for service, repair, or replacement, the Contractor shall pay the full cost of shipping and all related expenses, including packing materials.

3. **Reporting Requirements**
   a. Contractor shall promptly provide the counties and local jurisdictions with written information on any tabulator/accessible voting system hardware, firmware and/or EMS software problems that are encountered wherever the equipment is in use (inside or outside of Michigan), along with written instructions explaining the solution to those problems. Copies of these communications shall also be provided to the State's Contract Administrator and Program Manager at the time of issuance to the counties and local jurisdictions. The State's Contract Administrator and Program Manager shall also receive prompt written notice whenever a problem exists that may affect multiple jurisdictions.
   b. Contractor shall provide written reports on a monthly basis (or on a regular timeframe mutually agreed upon between the State and the Contractor) that summarize all service and maintenance work completed during the reporting period; all service and maintenance work scheduled for the upcoming reporting period; and any

unresolved problems or other issues that may affect multiple jurisdictions. These reports shall be submitted via email to the State's Program Manager.

c. Contractor shall promptly notify the State's Contract Administrator and Program Manager in writing of any material errors or defects in the tabulator/accessible voting system hardware, firmware, software and/or EMS software deliverables known, or made known to Contractor from any source (inside or outside of Michigan) during the Contract term that could cause the production of incomplete, inaccurate, or otherwise materially incorrect, results. Contractor shall immediately initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.

4. Support Personnel

The Contractor shall provide well-trained and knowledgeable election service technicians for all activities that are the Contractor's responsibility. The Contractor must maintain election service technicians in various areas of the state to meet the counties' and local jurisdictions' service and maintenance needs and to conform with response time requirements. Counties and local jurisdictions have the right of approval for any support personnel provided at the county/local level.

For preventative maintenance visits and when service and maintenance needs require an in-person visit by an election service technician, Contractor staff must work with counties and local jurisdictions to establish mutually agreeable timeframes and locations for repairs and preventative maintenance services. The Contractor must develop a proposed preventative maintenance schedule for review and approval by the counties and local jurisdictions; counties/local jurisdictions are not responsible for developing this schedule. It will be up to the counties and/or local jurisdiction to select on-site vs. centralized locations for preventative maintenance; bidders must indicate whether there are separate prices for on-site vs. centralized PM.

While on-site, election service technicians must establish contact with the designated jurisdiction representative upon arrival and before leaving. Contractor staff must provide jurisdiction staff with a copy of the completed Preventative Maintenance Checklist, a written status report upon completion of support/maintenance work, indicating the work that was completed, any outstanding issues and the plan for resolving those issues.

All service technicians shall:

a. Be well trained, professional, knowledgeable and experienced in the maintenance and repair of tabulators, accessible voting components, firmware and EMS software; and capable of replacing malfunctioning equipment in county/local jurisdiction offices, storage facilities and/or the polling place.

b. Have reliable dedicated transportation of sufficient size to accommodate the transport of voting equipment as needed.

c. Maintain a reasonable supply of certified manufacturer replacement parts and components necessary to repair malfunctioning equipment and return it to service.

d. Have cellular telephones or other means of real-time communication, and must provide this information to the designated jurisdiction representatives.

1.7 Product Recall Requirements and Procedures)

Contractor's procedures related to product recall, covering how and when it is determined that a product recall is needed, how information on product recalls is communicated to customers and how product recalls are tested, scheduled, deployed and completed are described as follows:.

If a recall is required and the solution involves on-site repairs, Contractor will send technicians and repair parts and tools to the State or Authorized User's site(s) and complete the repairs before the next election. If a recall is required and the solution involves off-site work in order to make right, Contractor will provide shipping to and from our manufacturing facility or repair depot. Any recalled equipment will be acceptance tested by the local entity and Contractor after repair. Contractor does issue product bulletins, and a product bulletin would be the method of communication about a recall and the process for the solution.

1.8 Quality Assurance Program

Contractor must have Quality Assurance programs in place for the voting system, accessible voting system components and related EMS software products, covering ongoing programs that test, validate and upgrade hardware, firmware, software and other key components.

Available system upgrades shall be communicated and offered through the life of this Contract as described in **Section 1.5 D** (State Certification Process, Modification Requirements).

Contractor's Quality Management System (QMS) assures quality at every phase of the Verity Voting system lifecycle:

- Engineering
- Production/Manufacturing
- Deployment/Program Management

CONTRACTOR'S QUALITY MANAGEMENT SYSTEM

Contractor is committed to the capability, integrity, and the security of our product development process as well as the capability, integrity, and security of Hart Products."

The QMS facilitates Contractor's capability to safely and effectively design, develop, integrate, publish and oversee the contract manufacturer of government solution products. The QMS covers all internal operations, as well as the control of external operations, required to meet the requirements specified in the Statement of Policy and customer and product requirements.

The QMS includes:

- Identification of processes needed for the QMS and their application throughout the organization
- Determining the sequence and interaction of these processes
- Determining criteria and methods needed to ensure that both the operation and control of these processes are effective
- Ensuring the availability of resources and information necessary to support the operation and monitoring of these processes
- Monitoring, measuring and analysis of these processes
- Implementing actions necessary to achieve planned results and maintaining the effectiveness and continual improvement of these processes.

These processes are managed in accordance with the QMS and the requirements of those Standards and regulations. In addition, any processes that are outsourced are appropriately controlled and identified within the QMS.

Contractor's Change Control Board, made up of product management, engineering and quality assurance personnel, is informed of any major changes in the QMS.

The QMS documentation includes:

- *Quality Manual* – An executive summary of the QMS.
- *Requirements Management Process* manual – Describes the iterative and structured approach for gathering, identifying, defining, documenting, organizing and tracking requirements and changes that may occur throughout a product's lifecycle and across the key requirements process areas – elicitation, analysis, specification/design, validation, implementation, verification and change management – to predictably deliver a system that meets the needs and expectations of its customers and internal or external stakeholders.
- *Hardware Verification and Validation Process* manual – Describes the steps necessary to verify electrical and mechanical hardware for new and existing products.
- Statement of Quality Policy and quality objectives
- Procedures, forms, work instructions, specifications, etc. to meet the QMS, quality objectives, customer and product requirements
- Records to demonstrate conformance to specified requirements and effectiveness of the QMS
- Other documentation specified by national or regional regulations.

Contractor's QMS includes, but is not limited to, defined policies and procedures for:

- Responsibilities of senior staff regarding implementation and enforcement of quality policies
- Quality management system planning
- Employee responsibilities
- Specified periodic management review of the QMS
- Resource management to ensure adequate resources to meet QMS requirements
- Product realization planning activities
- Customer-related processes

- Design and development procedures
- Purchasing procedures
- Production and service provisions
- Analysis and improvement procedures, including customer feedback and satisfaction procedures

QUALITY ASSURANCE DURING ENGINEERING

Contractor's QMS ensures quality during engineering and testing.

The following diagram shows the major phases of our QA lifecycle. Contractor's custom Quality Assurance methodology was developed based on a hybrid of Agile and Waterfall methodologies. Our system enables fast iterative development, yet ensures that System Integration Test (SIT) is performed on the complete final product. These practices are embedded in a best-in-class quality management tool – HP Quality Center (HP QC). This allows Contractor's processes to be efficient and traceable from requirements through test execution and defect management.
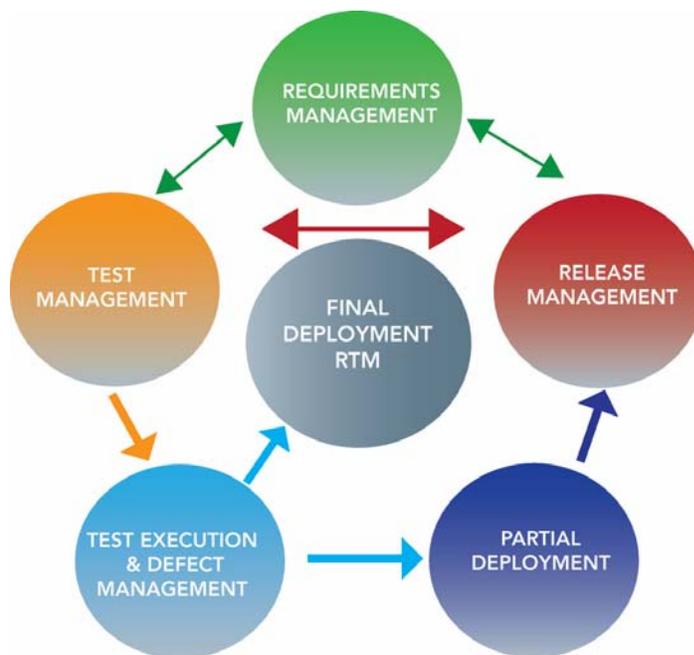
1. **Requirements Management.** In this phase, system requirements and specifications are gathered, analyzed, detailed, traced and documented by Contractor's staff. Technical, design, implementation and test requirements are defined and developed. Requirements are prioritized and assigned to releases, sprints and cycles. Contractor's Change Management Process is implemented for the new product.

2. **Release Management.** A release represents a group of changes in one or more applications/products that will be available for distribution at the same time. A cycle represents a development and QA cycle based on the project timeline. In this phase, a high-level schedule is planned. Milestones and deliverables are established. A release-cycle management plan is developed. Releases and sprints are specified. Requirements are assigned to the

release(s), sprints and test cycles. Reports and graphs are generated to assist in analyzing the progress of the release and test cycles. Reports, documents and graphs are generated to assist in analyzing the requirements.

3. **Test Management.** This includes test planning and development. Requirements are examined to determine and define the testing scope, goals and strategy. Test plans and test schedules are created. Manual and automated tests, test data sets and test environments are developed. Contractor's automation test tool may be used for automating certain tests and test runs. Performance, volume and accuracy tests are planned. Contractor's Test Resources are identified. Test plans and test scripts are reviewed and approved internally. Each test is linked with a requirement or requirements, thus establishing relationship between tests and requirements and defining requirement coverage.

4. **Test Execution and Defect Management.** Test sets that include a group of tests targeted towards a specific test goal are created and assigned to planned execution cycles and testers. The test results are analyzed and defects are reported in Contractor's HP QC system. Defects are linked to the test and requirements. Defects are prioritized and reviewed by the change management team. Corrected defects are validated and appropriate regression tests are executed. System and Integration testing is performed incrementally and on the complete system. Reports and graphs are generated to analyze the progress of defect repairs, and determine the quality and stability of the release.

5. **Deployment and Release to Manufacturing (RTM) Processes.** In the Contractor's SQA model, some or all phases may be repeated for each QA release as required to meet the requirements and quality objectives set for that release. Contractor has standardized reports and graphs of reporting progress. These provide visibility across the project team on key metrics and help to carry out an efficient release and risk management process.

Final deployment occurs when criteria and tasks set for the RTM phase have been met and results have been reviewed by the functional stakeholders per Contractor's approval procedures:

- All feature work is completed and release candidate build is available.
- All test executions have been completed.
- All fixed defects have been validated and closed.
- Project completion and product readiness documents have been reviewed and approved.
- Existing defects if any have been reviewed and workarounds provided through product release notes.
- QA team has tested the final installation package including accompanying documentation.

QUALITY ASSURANCE DURING PRODUCTION/MANUFACTURING

Contractor's emphasis on world-class manufacturing and process engineering support -- from prototype to volume manufacturing -- results in a highly scalable production line with high yields and a low rate of field failures for the Verity Voting system.

Contractor partners with Tier 1 manufacturing facilities that employ a progressive build strategy and extensive testing to ensure the quality of the outgoing product. This strategy provides feedback that enables improvement of both the manufacturing process and the product.

Progressive Build Strategy

Using Contractor's progressive build strategy, their manufacturers test incrementally throughout the building process. Each part is inspected as it is received. For scanners, tablets, printed circuit board assembly and other major components, technicians conduct a functional test.

As technicians populate the upper and lower half of the Verity device, they perform in-process tests. Once assembled, the units undergo run-in tests while operational. When run-in is complete, technicians encase the units and perform final functional tests. Finally, their manufacturer performs out-of-box audits on a defined percentage of units before they are shipped.

Contractor requires Tier 1 manufacturing partners. As such, all Verity Voting system hardware is manufactured at facilities that are ISO 9001 certified**.**

Contractor's primary manufacturer of Verity Voting devices states:

> "We create confidence by exceeding the requirements of our customers, industry standards, statutory and regulatory authorities. We achieve quality products and services through an effective set of policies, processes and procedures."

Contractor manufacturing requirements include:

- System integration and box build

- For electronic contract manufacturers:
  - UL recognized.
  - Printed circuit board assembly line.
  - Follows IPC Class II build, test, inspection, and repair guidelines for electronic assemblies.
  - Serial number tracking in manufacturing and repair using parent/child methodology.
- Accept onsite inspections from Election Assistance Commission approved labs as part of Contractor's ongoing EAC certification.
- Full depot repair services.
- Manufacturing certifications:
  - ISO 9001 -2008
  - ISO 13485
  - J STD-001

The following diagram depicts the quality assurance process for Verity manufacturing.

Verity Quality Plan

Material

Receiving

Insp? → Warehouse
- Job Release
- Kit Pull
- Kit Verification

Rec Insp

AQL = 0.65
C = 0
Hart Specification
Fabricated Parts

PCBA

PCBA - SMT
- Part Verification
- Machine Install
- Serialization

Inspection
- Visual – IPQC
- IPC 610 Class 2

PCBA - AOI
- Part Presence
- Part Polarity

PCBA - Final
- Hand Install

Test
- Flying Probe
- Functional

Inspection
- Visual – FQC
- IPC 610 Class 2
- First Article

Sub-Assy

System Sub-Assy
- PCBA & Part Install
- Labels

Inspection
- Visual – IPQC
- IPC 620 Class 2

Test
- Functional

Final Assy

System – Final Assy
- Hardware Install
- Labels
- Serialization

Test
- Functional
- Burn-in
- Environmental

Inspection
- Visual – FQC
- IPC 620 Class 2
- Hart Specification
- C of C

Packaging
- Hart Specification
- Data/Documents

OBA Inspection
- Hart Specification

Shipping

QUALITY ASSURANCE DURING DEPLOYMENT/PROGRAM MANAGEMENT

Phase II of every implementation of the Verity Voting system is the Build/Deploy phase, which includes user acceptance testing and customer acceptance. During this phase, Contractor's Project Manager works closely with the County's Project Manager to implement the project work plan and schedule, identify and resolve issues, manage risks, monitor Contractor's performance, and ensure clear communication with the entire project team. A Project Quality Management Plan (like the sample on the next page) helps ensure that all quality goals are established and met.

Project Quality Management Plan (QMP)

Forms and templates:

- Project Close-Out Report

- Standard Project Wrap Up Meeting Agenda

- Project Completion Customer Survey

Project quality is the degree to which the deliverables of the project fulfill the requirements of the project. During quality planning, the project team decides which quality standards are relevant to the project and the methods of tracking and measuring these standards.

No.	Quality standard	Tracking tool or measure
1	Project is completed by the established end date.	Charter, Project Plan, Project Schedule and Status Reports
2	Project is completed within budget.	Charter, Project Plan, Cost Tracking, and Status Reports.
3	Project Reviews show actual costs to date do not exceed planned costs to date.	Project Cost Report
4	Project will be completed within original scope requirements and approved scope changes.	Charter, Project Management Plan, Scope Management Plan, Project Change Requests
5	Customer acceptance meetings are held to verify and validate that project deliverables are within expectations.	· Communication Plan · Meeting Minutes
6	Issues are resolved and documented within 15 calendar days of identification or extensions are explained.	· Issues Management Plan · Issues Log
7	A Project Close-Out Report is completed within 30 days after project completion.	Close-Out Report
8	Feedback throughout the Project from customer and in Project Completion Customer Debrief.	Project Completion Customer Survey and Debrief

User Acceptance Testing

Contractor has extensive experience partnering with both State and local-level jurisdictions of a variety of sizes to support user acceptance testing. We recognize the importance of this process in accomplishing customer goals. Not only will the Counties verify that all equipment is received in good working order, but it will also be the first real opportunity that the County staff will have to interact with the equipment on a large scale. For this reason, Contractor has defined a standard set of procedures and documentation that can be used as the starting point for planning and executing this process.

Contractor's Project Manager and Subject Matter Expert will work with the County team to plan the user acceptance test (UAT). The team will review the standard set of procedures, analyze space and resource requirements, and mutually determine the final set of procedures and documentation to be used.

In addition to supporting the planning process, Contractor's Project Manager and Subject Matter Expert will oversee onsite support for the actual UAT events as they occur. Typically, Project Managers assigned to individual implementations help with managing workflow, answering functional and procedural questions, and providing troubleshooting assistance during UAT, if required.

Overview of System Acceptance and Functionality Test Procedures
The following steps represent a high-level description of the typical UAT process. Detailed UAT procedures are documented in Contractor's *Service and Maintenance Guide*.

1. Set up teams and assignments for each member within each team. Teams will vary per implementation, and they will vary depending on the task – an initial acceptance test is much more involved than later functional tests.

   Assignments might include:
   - Unloading trucks
   - Unboxing equipment
   - Setting up booths
   - Testing (inspect) booths, affixing S/N
   - Moving booths to testing area
   - Taking down booths
   - Testing and labeling battery packs
   - Testing voting devices
   - Adding equipment to local inventory list
   - Testing and loading caddies

2. Set up an area where booths will be inspected and S/N labels will be affixed to booths.

3. Assign Verity Key to devices to be tested.

4. Perform booth functionality testing per the checklist.

5. Check all devices for shipping damage/exterior damage.

6. Check all ports for obstructions or damage.

7. Turn the voting devices over onto a soft cloth or cardboard. Test and connect battery packs.

8. For Scan devices, set up and test ballot box(es). Set the Scan onto its ballot box.

9. Insert an unvoted Test vDrive into the voting device.

10. Turn the voting device on and observe the screen to confirm battery power.

11. Connect the voting device with the AC power cable and observe the screen to confirm AC power.

12. Perform calibration testing for each voting device touch screen.

13. Perform scanner head calibration testing for each Scan.

14. Check the clock and set the time and time zone.

15. Display and confirm the software version number.

16. Continue to Open Polls.

    a. Test the poll worker button during this process.

    b. Test the printer during the process.

17. Add a voter and vote a ballot.

    a. Print a ballot on the Touch Writer.

    b. Scan a ballot on Verity Scan.

18. Test the Access interface on the Touch Writer (vote a ballot using the buttons).

19. Test the Access interface's headphone functionality on Touch Writer.

20. Test the Access interface's dual switch functionality on the Touch Writer.

21. Close or suspend polls and use the button on the report printer to advance the printer paper.

22. Power off the voting devices.

23. Remove tapes.

24. Document the test using the functionality logs or a similar checklist.

25. Verify the quantity of each product.

1.9 Incentives

The Contractor offers a trade-in discount program, whereby the Contractor will take possession and ownership of existing voting systems, to assist counties and local jurisdictions in disposing of voting systems currently in place in the State of Michigan. Refer to **Schedule C, Pricing for trade-in discount program available under this Contract.** Contractor will not resell the equipment, but will have it salvaged in an environmentally responsible manner at no cost to the counties.

2. Service Levels

2.1 Time Frames – Order Placement and Processing

Refer to the Background and Purpose section (under *KeyTimeframes),* for detail on the planned multiple purchasing phases.

After Contract execution, a vendor selection process will occur at the County level. Counties, in consultation with their local jurisdictions, will select a single system for the county. MCL 168.771a. Counties will also work with their local jurisdictions to determine a local funding plan (if necessary) and select a purchase phase for each jurisdiction.

Given the State's proposed implementation approach and timeframes, Contractor has provided details on the planned timeframes for delivery, testing and training for each purchase phase.

Refer to Section 9.9 Project Plan for further details. Also refer to Section 2.2 (Delivery), Section 2.6 (Training) and Section 5 (Ordering) for additional details.

2.2 Delivery

Contractor shall develop a county-by-county implementation plan for delivering and conducting acceptance testing in each county/jurisdiction prior to each purchasing phase. Delivery plans, timeframes and locations must be mutually agreed upon between the Contractor and the County.

Voting systems, accessible voting system components, related EMS software and all related components must be delivered and acceptance testing completed no later than 90 calendar days prior to the system's first use. Acceptance testing will consist of accuracy tests as prescribed under the Electronic Voting System Promulgated Rules, Mich Admin Code R 168.771 *et seq.* and State standard test deck processes, for both primary and general elections.

2.3 RESERVED

2.4 RESERVED

2.5 RESERVED

2.6 Training

    A.   Training Documentation - within 30 calendar days after Contract execution, the Contractor shall provide 10 copies of user manuals and step-by-step procedures for using the Verity voting system and all components, accessible voting system components and EMS software to the State Program Manager or designee. This material shall be provided both in paper and electronic (e.g., pdf) form. Delivery of equipment and software to the Counties and local jurisdictions must include at least one complete set of training documentation (both electronic (e.g. pdf) and paper form) for each County and local jurisdiction.

    B.   Electronic Training Modules – Within 30 calendar days after Contract execution, the Contractor shall provide an electronic training course (e.g., video, web-based, etc.) that can be viewed, downloaded, and published online by the State, county and local election officials, covering end-to-end operation of the system; step-by-step procedures covering equipment set up, processing and close-down procedures; and other relevant information related to the use of the voting system and its components, and accessible voting system components. The electronic training module must be no longer than 30 minutes in length and be suitable for use as part of a training program for election inspectors (Election Day precinct workers). The electronic training modules must be provided in a format that allows the State to utilize the content (in whole or in part) in State-specific online training courses.

       Contractor's electronic training module walks learners through each step needed for setup, processing and close-down using the Verity Voting system components. Contractor shall provide this module in reusable PowerPoint format.

    C.   In-Person Training –Contractor's plan for training State staff and local election officials (including but not limited to county and local clerks) on the operation and use of the new voting system, accessible voting system components and EMS software, includes, but will not be limited to the following:
       a.   Use of the EMS to set up an election and design and layout ballots

b. Programming of tabulators and related component(s)
c. Programming of accessible voting system component(s)
d. Programming and use of tabulators and related component(s) used in AVCBs
e. Preparation of tabulators and accessible voting system components, including setup and pre-election testing
f. Election day operations from the opening to the closing of the polls
g. Processing of voters and absentee ballots
h. Processing write-in votes
i. Adjudicating ballots that may require manual review
j. Troubleshooting – identifying and resolving basic problems (issues that do not require a service call)
k. Security, including safeguards to prevent and detect tampering
l. Tabulation of results
m. Electronic transmission of election results
n. Printing standard reports
o. Customizing reports
p. Checks and balances – methods for ensuring the accuracy of precinct results
q. Full understanding of audit procedures
r. Any special requirements related to conducting a recount using the tabulator
s. Records preservation
t. How and when to place service calls
u. Any other pertinent processing steps as recommended by the Contractor

D. Refer to Contractor's course descriptions in the training plan below for details related to the conduct of in-person training, including the length of the training session; proposed structure for the sessions (e.g., multiple day training; separate courses covering specific topics, such as EMS-only training; number of contractor staff hours per session; recommended number of participants per session; and alternative training formats, such as *train-the-trainer*).

Contractor's team of professional educators has designed the training program and documentation that supports installations of the Verity system.

To tailor the standard curriculum to local requirements, Contractor's Project Manager performs a training needs assessment as part of the implementation's Business Process Analysis (BPA). The goal in performing this assessment is to identify how best to bridge the gap between existing elections procedures and training, and the requirements of the new Verity Voting system implementation.

After reviewing the findings of the training needs assessment and variance analysis, the Contractor's Project Manager revisits the training plan from the original proposal in order to meet the customer's training needs. He or she then identifies options for where, when and how initial training services are conducted. Contractor also offers options for follow-up training sessions, including onsite classes, training in Users Group meetings, computer-based instruction, or online training using Web conferencing.

The following table lists and describes standard training courses Contractor provides.

Standard Training Courses

Course	Description	Duration	# of Contractor Staff Hours per Session	Recommended Number of Participants per Session
Verity Management and Best Practices	Elections staff managers and IT personnel learn how to manage Verity software user permissions and security and transparency options. Attendees also learn overall best practices for use with the Verity system and how to handle PC setup and software upgrades.	4 hours	4	20

Verity Data Operator	Elections staff who will work with the Contractor's Ballot Production Specialist learn how to import data, design, and lay out ballots according to State and County guidelines and for the best voter experience.	2 days	16	10
Verity Build Operator	Elections staff learn how to generate ballot databases, program/configure elections for Verity Touch Writer ballot marking devices, Verity Scan, and Verity Central (AVCBs) and print files for offsite printer(s). Elections staff also learn how to create polling place device media.	4 hours	4	10
Verity Polling Place Operations	All attendees of any other course participate in the operational aspects of the Verity Scan and the Verity Touch Writer as they are used in the polling place.	2 hours	2	20
Assisting Voters with Disabilities	For elections staff trainers and any other attendees who want to know best practices for working with voters with disabilities who use the Verity polling place equipment.	1 hour	1	25
Verity Polling Place Train the Trainer	Elections staff trainers who will train poll workers get methodology, skills and practice, practice, and practice teaching the Polling Place Operations course for poll worker audiences.	2 days	16	20
Verity Scan for By-Mail Operator	For State and Local elections staff. Covers central scanning operations using Verity Scan devices and processing and adjudication of ballots.	1 hour	1	20
Verity Central Operator	Elections staff learn central scanning operations with high-speed scanners, and processing and adjudication of ballots according to applicable guidelines.	1 day	8	10
Verity Count Operator	Elections staff learn how to perform logic and accuracy testing, tabulating results, and generating results reports and exports	4 hours	4	10
Service and Maintenance	Warehouse, management, and IT staff learn how to service and maintain the Verity equipment and system, including acceptance testing, regular equipment maintenance including device calibration, equipment troubleshooting, field and local help desk guidance, and more.	2 days	16	20

Contractor will work with each County to develop a Training Schedule and Plan for County and local elections staff.

Courses that cover the specific topics listed for this requirement are shown in the following table.

Courses that cover specific topics

Topic	Course(s)
a. Use of the EMS to set up an election and design and lay out ballots	Verity Management and Best Practices Verity Data Operator
b. Programming of tabulators and related component(s)	Verity Build Operator
c. Programming of accessible voting system component(s)	Verity Build Operator
d. Programming and use of tabulators and related component(s) used in AVCBs	Verity Build Operator
e. Preparation of tabulators and accessible voting system components, including setup and pre-election testing	Verity Polling Place Operations Assisting Voters with Disabilities Verity Polling Place Train the Trainer Service and Maintenance
f. Election day operations from the opening to the closing of the polls	Verity Polling Place Operations Verity Polling Place Train the Trainer Service and Maintenance
g. Processing of voters and absentee ballots	Verity Scan for By-Mail Operator Verity Central Operator
h. Processing write-in votes	Verity Polling Place Operations Assisting Voters with Disabilities Verity Polling Place Train the Trainer Verity Scan for By-Mail Operator Verity Central Operator Service and Maintenance
i. Adjudicating ballots that may require manual review	Verity Scan for By-Mail Operator Verity Central Operator
j. Troubleshooting – identifying and resolving basic problems (issues that do not require a service call)	Verity Polling Place Operations Verity Polling Place Train the Trainer Service and Maintenance
k. Security, including safeguards to prevent and detect tampering	Verity Management and Best Practices Verity Build Operator Verity Polling Place Operations Verity Polling Place Train the Trainer Verity Scan for By-Mail Operator Verity Central Operator Verity Count Operator Service and Maintenance
l. Tabulation of results	Verity Count Operator

m. Electronic transmission of election results	Verity Count Operator
n. Printing standard reports	Verity Count Operator
o. Customizing reports	Verity Count Operator
p. Checks and balances – methods for ensuring the accuracy of precinct results	Verity Build Operator Verity Central Operator Verity Count Operator
q. Full understanding of audit procedures	Verity Management and Best Practices Verity Count Operator
r. Any special requirements related to conducting a recount using the tabulator	Verity Management and Best Practices Verity Count Operator
s. Records preservation	Verity Management and Best Practices Verity Build Operator Verity Polling Place Operations Verity Polling Place Train the Trainer Verity Scan for By-Mail Operator Verity Central Operator Verity Count Operator Service and Maintenance
t. How and when to place service calls	Service and Maintenance
u. Any other pertinent processing steps as recommended by the Contractor	Contractor will tailor the standard curriculum to meet local requirements.

Contractor's training program develops the election management skills required of permanent and temporary County elections office staff. Contractor's curriculum is designed around the following objectives:

- **Task-orientation.** Contractor's curriculum is designed in modules that reflect specific tasks commonly encountered during pre-election ballot programming; testing; equipment preparation, deployment and setup; and tabulation and reporting of election results. Step-by-step procedures support specific tasks required to use the Verity Voting system successfully and efficiently.

- **Hands-on methods.** Contractor's first priority is to teach using hands-on training methods, and each module of training includes hands-on exercises.

- **Development of skills**. Contractor teaches skills and tests that learners have achieved a basic facility with them. Retention of information and mastery of skills, which are key objectives of Contractor's training methodology, require a level of attention and care that goes beyond merely "telling."

- **High activity level.** Contractor's training curriculum is active, with a mixture of classroom lecture and hands-on lab activities. A variety of activities ensures that trainees remain engaged.

- **Repetition and practice.** Training includes a separate simulation section during which trainees practice and review skills at their own pace. Written reviews are available as well.

- **Simulation of real-world procedures.** While training manuals are valuable resources, Contractor is committed to training step-by-step procedures with materials, paperwork, and forms identical to those that will be used during real-world election operations. By gaining exposure to actual paperwork and procedures, elections staff, and technical troubleshooters can feel more comfortable with the Verity Voting system and the associated County documentation.

E. Counties shall have final approval of their individual Contractor-conducted training plans, including the number of sessions, locations and participants per session.

	F. The Contractor shall assist county and local election officials (if requested) in conducting comprehensive training for election inspectors (Election Day precinct workers) prior to the primary and general elections in the first year of use.

2.7 RESERVED

2.8 Meetings, Project Updates and Reports

The Contractor's State Project Manager and other identified Key Personnel must attend the following meetings:

- Initial contract kick-off meeting within 10 business days of Contract execution.
- Weekly update meetings after the initial kick-off meeting through the completion of the first planned implementation phase. Decisions on whether these updates take place via phone vs. in person meetings shall be at the discretion of the State.
- Monthly update meetings after the completion of the first implementation phase, through the life of the contract. Decisions on whether these updates take place via phone vs. in person meetings shall be at the discretion of the State.
- Written weekly updates, after the initial kick-off meeting through the completion of the first planned implementation phase. Written weekly updates will summarize work completed during the reporting period; planned work for the upcoming reporting period; issues affecting the timely and/or successful completion of planned milestones, along with the effect on planned timelines and resolution plan for each issue.
- Written monthly updates, after the completion of the first implementation phase, through the life of the contract. Written monthly updates will summarize work completed during the reporting period; planned work for the upcoming reporting period; issues affecting the timely and/or successful completion of planned milestones, along with the effect on planned timelines and resolution plan for each issue.
- Written updates after each Election Day, which identify and categorize service calls, equipment failures and resolution for all issues identified 14 calendar days prior to each election (up to and including Election Day), for each election in which the Contractor's voting system is used. These updates must be provided within 14 calendar days after each election.
- Annual reports prior to billing - during the extended service/maintenance period, a listing of all counties and jurisdictions and associated annual charges shall be provided to the State Program Manager at least 30 calendar days prior to the annual billing cycle.

The State may require other meetings and reports as it deems appropriate.

3. Staffing

3.1 Contractor Representatives

The Contractor shall appoint a **State Project Manager**, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, ongoing service and maintenance, warranties, Election Day support, and other key requirements covered by the Contract (the "Contractor Representative"). The State Project Manager shall maintain a presence in the State of Michigan.

The Contractor shall also appoint a designated **State Customer Service Manager**, who will maintain a presence in the State of Michigan and shall work with and support counties and local jurisdictions on an ongoing basis through the life of the Contract.

Contractor's key personnel for the State of Michigan's Voting System initiative include Contractor's Drew Stewart, who will serve as State Project Manager and State Customer Service Manager, and at least one Regional Services Manager, to be specified. The Regional Services Manager(s) will report to State Project Manager/Customer Service Manager, Drew Stewart.

State Project Manager and Customer Service Manager
Drew Stewart
Phone: 214-901-8100
Email: dstewart@hartic.com

The Contractor shall provide written notice to the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

3.2 Customer Service Toll-Free Number

In addition to the requirements listed in **Section 1.6** (Service and Maintenance), the Contractor shall provide a Customer Service toll-free number for the State, counties and local jurisdictions to make contact with the Customer Service Support personnel. See other support requirements lists in **Section 1.6.**

In addition to the requirements listed in **Section 1.6** (Service and Maintenance), the Contractor shall provide a Technical Support toll-free number for the State, counties and local jurisdictions to make contact with the Contractor for technical support, repairs and maintenance.   The Contractor must be available for calls and service during the hours of 8 am to 5 pm local time. These availability hours must be expanded during key Election Day support timeframes as identified in **Section 1.6.**

Contractor provides the State and Authorized Users with a consistent source for 24/7, real-time help from a knowledgeable Customer Support Consultant via phone or email through Contractor's Customer Support Center help desk support and Hartline tracking system. Using these resources, customers can submit incidents, change requests, requests for repairs and enhancement requests around the clock.

Timeframe availability: Help Desk support is available (Mon-Fri, 7 am – 7 pm, Central Time). Users can also reach a representative outside of these hours by leaving a voicemail. The receipt of a voicemail triggers a call forward to a Customer Support Center staff member, so callers receive prompt service and 6 am – midnight Michigan local time on Election Day.

NOTE: A single toll-free number will be used for both overall Customer Service, Help Desk Support and Technical Support.

Customer Service, Help Desk and Technical Support
Hart InterCivic Customer Support Center
Email: hartsupport@hartic.com
Toll Free Number: 866-275-4278

3.3 Disclosure of Subcontractors
The Contractor does not intend to utilize subcontractors to fulfill the requirements of this Contract. However, if during the Contract term the Contractor utilizes any subcontractors, the Contractor must provide prior written notice of all of the following:
The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; names and titles of all subcontractor staff that will be assigned to the Michigan contract, along with each individual's role and responsibilities; and information concerning subcontractor's ability to provide the Contract Activities.
The relationship of the subcontractor to the Contractor.
Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.
A complete description of the subcontractor's prior experience that illustrates the subcontractor's relevant qualifications for completing the planned work they will be assigned under this Contract.
Any planned change to subcontractor staff must be communicated to the State Contract Administrator and Program Manager at least 30 calendar days prior to the planned change. The State has the right of approval for any subcontractors provided.
Of the total Contract value, the price of the subcontractor's work.
3.4 Security
The Contractor will be subject to the following security procedures: On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities, data and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) fingerprints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested. All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform the work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all physical security procedures in place within the facilities where they are working.

The Contractor's staff may be required to make deliveries to or enter State, county and local jurisdiction facilities. The Contractor must: (a) ensure the security of State, county and local jurisdiction facilities, (b) use uniforms and ID badges, etc., (c) perform background checks through Hireright, and (d) the scope of the background checks will include a criminal felony and misdemeanor check, along with a social security number trace. Contractor sends the following text as part of a letter to each Contractor's customer before every election, verifying that background checks have been performed:

"Hart InterCivic certifies that a criminal background check on all employees, including temporary and contract workers, who may program, test, perform maintenance, transport equipment or perform technical support on the voting system equipment has been performed, and that Hart has determined there are no findings that would prevent anyone from performing their assigned duties."

The company Contractor uses for background checks is Hireright. Hireright performs a criminal felony and misdemeanor check, along with a social security number trace.

Contractor's employee application, employee offer letter, and independent contractor agreement also contain clauses outlining Contractor's background check policy and explaining that Contractor requires a criminal background check before the work is started, as follows:

Excerpt from *Employee Application*, page 10 (signature of applicant and date are required)

"In consideration of my being considered for employment, I authorize a thorough investigation of my past employment and activities, and agree to cooperate in such investigation and release from liability all persons and businesses requesting and supplying such information. I understand that although previous convictions will not automatically disqualify me for employment, Hart InterCivic may investigate my criminal history, if any. I consent to such an investigation."

Excerpt from *Employee Offer Letter* (signature of applicant and date are required)

"Proprietary Inventions and Intellectual Properties Assignment Agreement. As a condition of this offer of employment, you will be required to complete, sign and return the Company's standard form of employee proprietary information agreement (the "PIIA"). This offer is additionally contingent upon receipt of a negative drug screening, an acceptable criminal conviction background check, reference checks, and an acceptable driving record check (as needed)."

Excerpt from ICA (Independent Contractor Agreement) (signature of contractor and date are required)

"8. CONTRACTOR'S EMPLOYEES PERFORMING SERVICES. Contractor will cause all of its employees performing Services in connection with this Agreement to comply with the terms of this Agreement, including the successful completion of a personal background check procedure conducted by Hart InterCivic's selected service provider.

Permission for the completion of the personal background procedure set forth in Exhibit C (Personal Background Check) attached hereto and incorporated herein, is granted by the Contractor's and/or other employee's signature on this Agreement. Contractor will not permit any person or entity other than its employees to perform Services under this Agreement."

4. Pricing

4.1 Price Term

Refer to the Pricing Matrix included in **Schedule C for all pricing.** Prices listed in Schedule C are fixed for the contract term, and represent the maximum prices per item. Notwithstanding the foregoing, the Contractor is authorized to negotiate pricing with individual counties that are lower than the prices listed in Schedule C. Any and all lower negotiated prices must be communicated to the Program Manager immediately as they are finalized.

4.2 Price Changes

Aside from negotiations as outlined in Section 4.1 Price Term, price changes may only be considered after the expiration of the initial service/maintenance period (acquisition year + 4 years); and **only for component replacement/additional parts** (applicable to Cost Table 4 only – see **Schedule C**.) Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 calendar days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

5. Ordering

5.1 Authorizing Document

The appropriate authorizing document for the Contract will be a written Purchase Order, which will be initiated at the State level for each county for each planned purchase period. All orders are subject to the State's standard contract terms.

Initial purchase orders will be placed by State purchasing officials. Counties and local jurisdiction election officials (county, city and township clerks) will be eligible to purchase additional voting systems and voting system components, over and above what is included in the State-issued purchase order at the established Contract prices and terms. Refer to **Contract Terms, Section 14 Extended Purchasing Program.** Also**,** Refer to Section 7.1 Acceptance, Inspection and Testing "Counties will work with the State to finalize the list of jurisdictions that will accept delivery and implement the new voting system for each planned purchase phase. The State will initiate each county-based Purchase Order (PO) for each purchase phase based on this plan."

The State will generate each Purchase Order only after a finalized funding plan has been established for each county and local jurisdiction in the county; after a Grant Agreement has been executed with the county and each local jurisdiction which specifies ownership and payment obligations for the county and each local jurisdiction; and the State has received payment from the county and each local jurisdiction for their individual portions of the county/local funding plan.

As an alternative to counties and local jurisdictions making direct payments to the State for the local funding component, the Contractor may execute an agreed upon payment plan between the Contractor, county, and local jurisdictions within the county. Any separate agreements of this type must be transmitted to the State Program Manager prior to issuance of the Purchase Order.

Upon issuance of each State-issued PO on behalf of the county, the Contractor will work with each county to finalize each jurisdiction's delivery plan, including timeframes and locations.

5.2 Order Verification

The Contractor must have internal controls to verify abnormal or excessive orders and to ensure that only authorized individuals place orders.

5.3 Minimum Order

There is no minimum order requirement.

6. Delivery

6.1 Delivery Programs

The Contractor will use the following transportation methods in delivery of the Contract Activities:

Contractor uses existing partnerships with both a national overnight carrier, FedEx Corporation, and a national long-haul freight carrier, Mainfreight. Both companies use bar code tracking that is available to Contractor via web portals that allow the Contractor to see where a delivery is at any given time. Contractor has developed long-term relationships with both companies due to the extra service that Contractor requires.

For small packages, Contractor uses FedEx almost exclusively. Due to the volume of equipment shipped, Contractor has Level III access for tracking packages sent and received.

For partial truck load and full truck load shipments, Contractor uses Mainfreight. Mainfreight also provides the "White Glove" service for delivering pallet quantities within a governmental office that has limited access for large deliveries. They are very familiar with delivering Contractor's systems nationwide. In special cases, when it is needed, they provide "White Glove" service. This is a pre-arranged service for delivering to sites that do not have loading dock facilities. Contractor works with each locality to determine what level of service is required.

- White Glove service provides:

- Pre-arranged delivery within a four-hour window, arranged in advance

- Break-down of the pallets so that carton sized boxes can be delivered within the building

- Delivery within the building all of the loose cartons from the pallets
- Removal of any excess cardboard or shrink-wrap at the time of the delivery

6.2 Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

7. Acceptance

7.1 Acceptance, Inspection and Testing
Counties will work with the State to finalize the list of jurisdictions that will accept delivery and implement the new voting system for each planned purchase phase. The State will initiate each county-based Purchase Order (PO) for each purchase phase based on this plan. Upon issuance of each State-issued PO on behalf of the county, the Contractor will work with each county to finalize each jurisdiction's delivery plan, including timeframes and locations. With respect to delivery and installation of EMS, the Contractor shall provide an EMS delivery/installation plan that allows for EMS software installation to be handled by the counties and local jurisdictions. If such an arrangement is proposed and mutually agreed upon, Contractor must provide detailed software installation instructions to counties and local jurisdictions at the time of EMS delivery. In addition, Contractor must provide technical phone support to assist counties and local jurisdictions with software installation. The Contractor's minimum system requirements, including the required/relevant Operating System, to ensure successful operation of the EMS are listed as follows. Contractor provides these requirements for both the full EMS and the accumulation-only EMS options. Contractor pre-configures Verity PCs and delivers all hardware as a preinstalled system. The following minimum system requirements apply to the PCs that run both the full EMS and accumulation-only EMS options: Processor - X86 compatible, 3.0 GHz, Quad Core Memory - 8GB Operating System - Windows Embedded Standard 7 CD/DVD Drive - 8x DVD +/- RW slim line Application Disk Storage - RAID 1 hard drives, removable (key locked) Monitor Resolution - 1600 x 900 at 60 Hz Network Connection - Ethernet 100Mb/1Gb Other - 4 USB ports, USB mouse and keyboard, wireless prohibited For more information about the EMS configuration options, including hardware/software requirements, see **Schedule C, Pricing; Cost Table 5.** Upon receipt of the systems at the county and local jurisdiction level, each jurisdiction will be responsible for testing and accepting their designated systems, based upon a checklist developed by the State. Each county and jurisdiction receiving voting systems, accessible voting system components and related EMS software will be required to complete a *Receipt/Acceptance* form and submit it to the State. Acceptance test criteria will include a logic/accuracy test (for tabulators/accessible devices) and a confirmation of successful installation of the approved version of EMS software (where applicable).   If defects are uncovered during testing that result in an unsuccessful test, affected system component(s) will be rejected and Contractor must replace and re-test the components within 10 business days. Once all voting systems and EMS software are tested and accepted, a completed *Receipt/Acceptance* form (developed by the State) will be completed and returned by each jurisdiction in the county for each purchase phase documenting successful completion of required testing; at which point the State will release payment on the State-issued county-based PO.
7.2 Final Acceptance
Final acceptance of each local county and jurisdiction order will be accomplished via the receipt/acceptance process described in **Section 7.1** and **Section 8e** in the Standard Contract Terms.
8. Invoice and Payment
8.1 Invoice Requirements
All invoices submited to the State must include: (a) contract number; (b) Purchase Order number; (c) county name; (d) listing of all delivered components, itemized and listed by jurisdiction; (e) unit prices; (f) total price per item, per jurisdiction; (g) ship to address; (h) jurisdiction contact; (i) total price per jurisdiction; and (k) total price per county / Purchase Order (less any agreed upon payment arrangement made between the Contractor and the County). Invoices must be forwarded to the State only after all equipment and components listed on the Purchase Order have been delivered. The State will release payment to the Contractor for the State portion of the invoice amount, upon the successful completion of acceptance testing and submission of completed Receipt/Acceptance forms from the county and each local jurisdiction listed on the Purchase Order.   Note that the State portion of the invoice amount will equal 100% of the total invoice if the State has collected the local funding component up front. .
8.2 Payment Methods

The State will make payment for Contract Activities as outlined in **Sections 5.1, 7.1 and in Section 9, Invoicing and Payment, in the Standard Contract Terms.** Payment will be made by Electronic Funds Transfer (EFT).

9. Additional Requirements

9.1 Environmental and Energy Efficient Products

The Contractor has identified the following energy efficient, bio-based, or otherwise environmental friendly products used in the products, including relevant third-party certification.

The Verity Voting system demonstrates Contractor's commitment to lowering energy consumption by using power supplies that meet the Low-Power Initiative standards. The main power supply for Verity Scan and Verity Touch Writer is a COTS power supply with a reduced power consumption rating: Energy Efficiency Level V, CEC2008 & EISA 2007.

Contractor is committed to sustainability and environmental protection. Highlights of Contractor's environmental program that relate to manufacturing and the supply chain include:

- Contractor's RMA crew refurbishes/repairs/re-uses equipment from our voting systems. Contractor obtains the hardware components of its Verity voting system from established vendors who are committed to responsible environmental conservation practices. For example:

- Contractor's PCs are provided by HP, whose "Living Progress" program promotes and measures the company's activities that further its commitment to human rights and environmental protection.

- Scanners from Kodak and Canon include many features that reduce energy consumption, and both companies have extensive sustainability programs.

- Avnet, supplier of memory, processors, tablets, and other components of the Verity system, has programs in place to ensure ethical business conduct, the use of non-exploitive labor along the entire supply chain, and to ensure opportunities for positive environmental impacts. Contractor utilizes Computer Crusher Recycling Company to professionally recycle old election equipment. Computer Crusher Recycling Company is certified by the Texas Commission on Environmental Quality, and keeps hundreds of thousands of tons of e-waste out of landfills annually.

- AFP Engineered Packaging Solutions, Contractor's packaging materials supplier, has "taken ownership of developing environmental solutions." The company has led innovations in the process of post-industrial and post-consumer recovery of polyethylene, developed materials with high amounts of recycled content, and uses only corrugated boxes that have a minimum of 35% recycled content.

- In addition, Contractor's compact Verity Touch Writer and Verity Scan components have significantly smaller footprints compared to other voting equipment on the market. Equipment can be transported in everyday vehicles and requires less space to store, reducing energy consumption during and between elections.

These devices are manufactured in environmentally conscious plants:

Polling Place Set-Up Volume Configured for Storage / Transport		Ballot Box Volume Configured for Storage / Transport	
Single Polling Place		**Ballot Box**	
Hart Verity	12.5	Hart Verity	2.4
Other System 1	16.9 35% LARGER	Other System 1	10.7 346% LARGER
Other System 2	46.5 272% LARGER	Other System 2	43.5 1173% LARGER
(all measurements in cubic feet)		(all measurements in cubic feet)	

- Virtex Enterprises assembles the Verity Touch Writer, Scan, and other equipment. Virtex is an eco-friendly factory that strives to mitigate its carbon footprint through compliance to both Restriction of Hazardous Substances (RoHS) and Waste Electrical and Electronic Equipment (WEEE) directives. Virtex has implemented waste reduction and recycling programs as well as Energy management and scrap management programs.

- Prismier provides the ballot box and all custom molded plastics in our Verity unit and booth. Prismier complies with all fair trade and labor policies and is committed to equal opportunity, community engagement, sustainable purchase practices, and waste management and reduction.

9.2 Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including

any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor identifies the following hazardous chemicals that will be provided under this Contract.

The two-hour back up battery pack found within Contractor's device is a rechargeable Li-Ion style battery pack, which has been tested and certified to pass:

- UL Certificate of compliance for battery pack: U80327 UL report for 1005015 Li-Ion
- U80327 Certificate for Classify of Danger of Lithium Battery
- Safe to transport via Air or Ground transportation.

9.3 Mercury Content
Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor does not intend to provide products containing mercury under this Contract. If cost competitive alternatives do not exist, the Contractor must provide justification as to why the particular product is essential. Where possible, if given a choice of components, Contractor selects RoHS-compliant components. All products containing mercury must be labeled as containing mercury.

9.4 Brominated Flame Retardants
The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. The Contractor's Verity Voting system does contain trace amounts of BFRs, but only on printed circuit boards located inside the sealed compartments of devices. These printed circuit boards are not accessible to the end user in normal everyday use. Verity devices are UL approved.

9.5 License Agreement
The State and Counties that receive and use EMS software will be required to sign a software license agreement. Refer to Schedule B-Software License Agreement.

9.6 Key Personnel
The Contractor must appoint a **State Project Manager** and **State Customer Service Manager.** See other details in **Section 3.1.** These individuals shall be directly responsible for the day to day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquires within 24 hours.

State Project Manager and Customer Service Manager
Drew Stewart
Phone: 214-901-8100
Email: dstewart@hartic.com

Key personnel at the statewide level for Michigan's voting system initiative include proposed State Project Manager and State Customer Service Manager**,** Drew Stewart, and at least one Michigan-based Regional Services Manager yet to be specified announced.

Contractor's Key Personnel must be available for meetings and updates as outlined in **Section 2.8.**

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30 calendar day training period for replacement personnel. Also refer to **Section 10** in the Standard Contract Terms.

9.7 Non-Key Personnel
The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning non-key personnel.

9.8 Organizational Chart
The Contractor has provided the following overall organizational chart that details staff members, by name and title, including subcontractors, as well as each member's area of responsibility.

Drew Stewart, State Project Manager and State Customer Service Manager, will serve as the primary point of accountability and contact for the State. Mr. Stewart reports to Rich Geppert (CERA, PMP) Contractor's Professional Services Manager. Mr. Geppert ensures ample project management resources throughout Michigan's purchasing phases. Phillip Braithwaite, Contractor's CEO and President, supports the State's initiative as Executive Sponsor. As Relationship Manager, Karen Clakeley provides a direct conduit to ensure Mr. Stewart's operational team is thoroughly prepared for new implementations as counties adopt Verity. Contractor's Michigan-based Regional Services Manager(s) will manage local service and support

activities under the direction of Mr. Stewart. At the individual county level, the team is right-sized for each implementation and for responsive ongoing support.
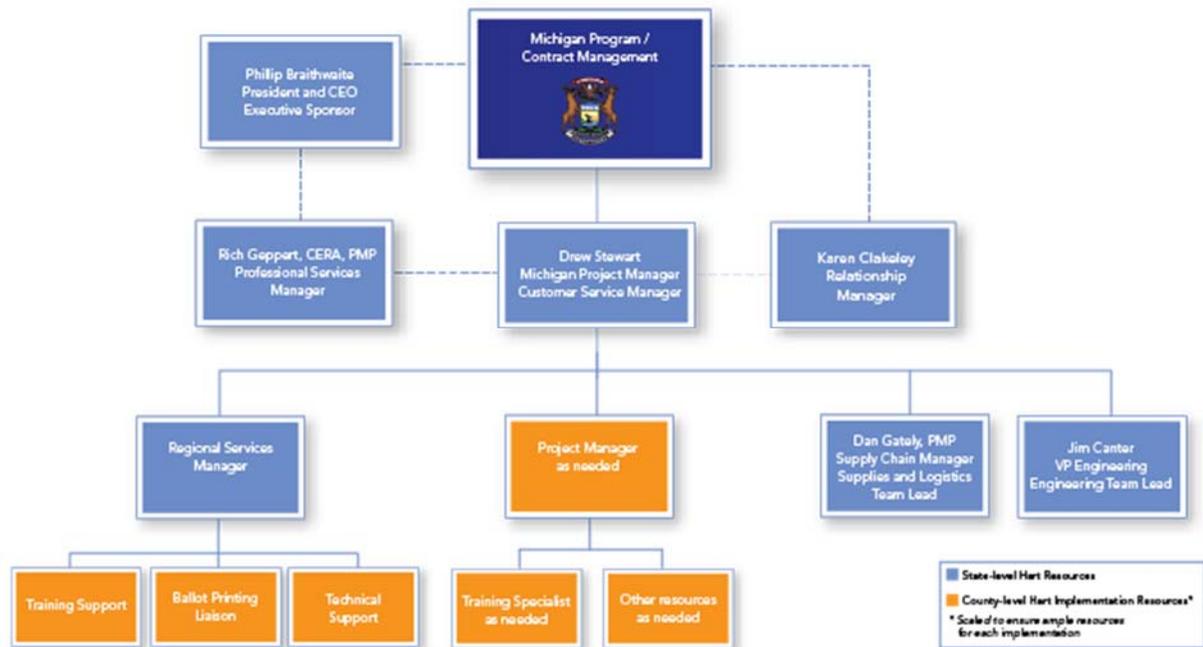
9.9 Project Plan

The Contractor will carry out this project under the direction and control of the State Program Manager. Within 30 calendar days of the Effective Date, the Contractor will submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and titles of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

Exhibit 1 to Schedule A

Federal Voting System Testing / Certification Matrix

Contractor has provided the following detailed information on currently certified voting systems and the voting system(s) proposed for use in Michigan.

Definitions:

- EAC: United States Election Assistance Commission
- VSTL: Voting System Test Laboratory, accredited by the US Election Assistance Commission
- Currently Certified System(s) (Table A): These are your company's end-to-end voting system(s) for which EAC certification has already been obtained, if any.
- Michigan Proposed Voting System Configuration (Seeking Federal Certification) (Table B): This is the end-to-end base voting system proposed for use in Michigan, if the proposed Michigan system has not yet obtained EAC certification.
- Proposed Modification to Base Michigan Voting System Configuration (Table C): Voting system that allows for secure electronic transmission of unofficial Election Night results from the precincts to the local counties/jurisdictions and the State. If the base voting system proposed for Michigan (Table A or B) allows for electronic transmission, please state this in your response, and leave Table C blank.

A) Currently Certified System(s)

Does your company have an existing end-to-end voting system that has completed Federal testing and the U.S. Election Assistance Commission (EAC) certification process? For these purposes, an end-to-end voting system includes use of a paper ballot, tabulator, accessible voting device (for use by individuals with disabilities) and related Election Management System (EMS) software.

Yes ☑   No ☐

If you answered "Yes", complete the following table to provide information on your company's currently-certified system(s) that utilize a paper ballot – attach additional tables/pages if necessary. If you answered "No", proceed to Table B:

	Bidder Response
Product / System Name	Verity Voting
Model or Version #	1.0.3; 2.0; 2.2; 2.2.1
Components – list all system components of the currently certified end-to-end voting system(s) as described above, including Software/Firmware version or Hardware version of each component. Add lines if necessary, or provide a separate attachment, clearly labeled 'CURRENTLY CERTIFIED VOTING SYSTEM COMPONENTS'	Version 1.0.3 is the baseline version of the end-to-end voting system: • Verity Build 1.0.3 • Verity Central 1.0.3 • Verity Count 1.0.3 • Verity Scan 1.0.3 • Verity Touch Writer 1.0.3 Version 2.0 is a modification of 1.0.3: • Verity Data 2.0.2 • Verity Build 2.0.2 • Verity Central 2.0.2 • Verity Scan 2.0.3 • Verity Touch Writer 2.0.3 • Verity Controller 2.0.3 • Verity Touch 2.0.3 • Verity Touch with Access 2.0.3 • Verity Print 2.0.3 Version 2.2 is a modification of 2.0: • Verity Data 2.2.0

- Verity Build 2.2.0
- Verity Central 2.0.2
- Verity Count 2.2.0
- Verity Scan 2.2.0
- Verity Touch Writer 2.0.3
- Verity Relay 2.2.0
- Verity Print 2.0.3

Version 2.2.1 is a modification of 2.2:
- Verity Data 2.2.1
- Verity Build 2.2.1
- Verity Central 2.2.1
- Verity Count 2.2.1
- Verity Relay 2.2.0
- Verity Scan 2.2.1
- Verity Touch Writer 2.0.3
- Verity Print 2.0.3

Verity Voting 2.2.1 contains the following system modifications, which were requested by the State of Michigan:

- **Reduced space for Write-Ins on paper ballots**: This release reduces the allocation of write space for Write-In voting on paper ballots, to result in an overall "height" for write-in lines that is approximately 2/3 to ½ of the height used in the original release of Verity Voting. The purpose of this modification is to optimize the density with which ballot content can be laid out, with the overall goal of reducing ballot length as much as possible.
- **Remote transmission of results from Verity Scan**: This release includes a modular "add-on" to the Verity Scan digital scanning device, known as Verity Relay, to allow the transmission of election results from precinct locations to a central administration office. Transmission of results is possible only after the close of polls on Election Day. The solution employs commercial-off-the-shelf broadband modems for Scan devices that are paired with a remote transmission "host" (i.e. the Relay receiving station) deployed on a workstation at the central elections office.
- **Clear ballots and counters feature**: The Clear Ballots and Counters feature allows authorized election staff the ability to use the same Scan vDrive for pre-election testing and live election voting.
- **Reopen Polls functionality**: The Reopen Polls functionality allows authorized election staff the ability to reopen polls, in order to process additional ballots after the close of polls. This feature provides the ability to generate a single Tally report on the Verity Scan device that includes a combined total for each contest on the ballot, for all ballots processed in that device.
- **Incorporate State of Michigan Straight Party rules**: Verity Scan, Verity Central, and Verity Count were updated to incorporate Straight Party rules that are unique to the State of Michigan.

Name / Location of VSTL	SLI Compliance / Denver, Colorado
Date VSTL testing completed	1.0.3 - 3/27/2015 2.0 – 4/4/2016 2.2 – 8/26/2016 2.2.1 – 2/10/2017
Date EAC certification issued	1.0.3 - 5/12/2015 2.0 – 4/27/2016 2.2 – 12/12/2016 2.2.1 – 3/13/2017
EAC Certification Number	1.0.3 - HRT-Verity-1.0 2.0 – HRTVerity2.0 2.2 – HRT-VERITY-2.2 2.2.1 – HRT-Verity-2.2.1
List the U.S. state(s) in which this system is in use, if any	Verity Voting 1.0 is in use in the State of Oregon. Verity Voting 1.1, containing state-specific functionality, is in use in the Commonwealth of Virginia. Verity Voting 1.2, containing state-specific functionality, is in use in the State of Minnesota. Verity Voting 2.0 is in use in the States of Washington, Idaho, Oregon, and Texas. Verity Voting 2.2 is in use in the State of Mississippi.
Is a currently-certified system proposed for use in Michigan?	Yes ☑ No ☐ If 'Yes', list the model or version number proposed for use in Michigan: Verity Voting 2.2.1 If 'No', complete Table B.

B) Michigan Proposed Voting System Configuration (Seeking Federal Certification)

Provide information on the base voting system proposed for use in Michigan, if Federal certification has not yet been obtained:

	Bidder Response
Product / System Name	
Model or Version #	
Components – list all system components of the proposed base Michigan voting system configuration, including Software/Firmware version or Hardware version of each component. Add lines if necessary, or provide a separate attachment, clearly labeled 'PROPOSED BASE MICHIGAN VOTING SYSTEM COMPONENTS'	
Name / Location of VSTL	

VSTL Testing Status*	Complete 1 OR 2 below:
	
	1) VSTL testing completed: _____
	                                        Date
	
	2) VSTL testing not yet complete:
	
	   a) Date submitted or will be submitted to VSTL:

	b) Estimated VSTL testing completion date: This estimated date was determined / provided by (check one): Vendor ☐ VSTL ☐ c) Current status (summarize, in detail, the proposed system's status with respect to VSTL testing):
EAC Certification Status*	a) Date submitted or will be submitted to EAC: b) Estimated EAC certification date: This estimated date was determined / provided by: Vendor ☐ EAC ☐ c) Current status (summarize, in detail, the proposed system's status with respect to EAC certification):

*NOTE: If VSTL and/or EAC reports have been issued, also attach the report(s).

C) Proposed Modification to Base Michigan Voting System Configuration

Provide information on the proposed voting system for use in Michigan that provides for secure electronic transmission of unofficial Election Night results (if different from the proposed base Michigan voting system described in Table A or B):

	Bidder Response
Product / System Name	Verity Voting
Model or Version #	2.2.1 (See Section A above. The federally certified system already includes remote transmission.)
Components – list all system components of the proposed modification to the base Michigan voting system configuration, including Software/Firmware version or Hardware version of each component. Add lines if necessary, or provide a separate attachment, clearly labeled 'PROPOSED MODIFICATION TO BASE SYSTEM COMPONENTS'	
Name / Location of VSTL	
VSTL Testing Status*	Complete 1 OR 2 below: **1) VSTL testing completed:** Date **2) VSTL testing not yet complete:** a) Date submitted or will be submitted to VSTL: _____ b) Estimated VSTL testing completion date: _____ This estimated date was determined / provided by: Vendor ☐ VSTL ☐ c) Current status (summarize, in detail, the proposed system's status with respect to VSTL testing):
Differences between proposed base Michigan voting system and	

the proposed modification to the base system – list, in detail, all substantive differences between the proposed BASE SYSTEM and proposed MODIFICATION TO BASE SYSTEM	

*NOTE: If VSTL report has been issued, also attach the report.

Attached, please find the following certification documentation:

- *EAC Scope and Certification – Verity 1.0*
- *Certification Test Report – Verity 1.0*
- *EAC Scope and Certification – Verity 2.0*
- *Certification Test Report – Verity 2.0*
- *EAC Scope and Certification – Verity 2.2*
- *Certification Test Report – Verity 2.2*
- *EAC Scope and Certification – Verity 2.2.1*
- *Certification Test Report – Verity 2.2.1*

Exhibit 2 to Schedule A

Technical Requirements

Attachment 1.1 Voting System HARDWARE Technical Requirements
CATEGORY A. BALLOT COUNTER/TABULATOR

1.1.A.1 The Contractor must provide a complete description of the voting system, including all components, make/model, covering all functionality and specific abilities of the system to meet all requirements listed in this Contract. The Contractor must provide a digital optical scan system.

Contractor's turnkey Verity solution for the State of Michigan fulfills the functionality of an optical scan system, using digital scan technology.

Verity includes accessible ballot marking devices and paper ballot scanning at polling places, and high-speed paper ballot scanning at the central elections office and/or Absent Voter Counting Boards (AVCBs). In addition, it includes electronic transmission of Cast Vote Records directly from the precinct tabulator to the central elections office, and central count tabulation and reporting software.

Contractor's Verity solution delivers the following benefits for the State of Michigan:

Faster, more intuitive ballot definition and production software, which saves time and reduces cost. These features also maximize options for user self-sufficiency and independence from the vendor, to the extent desired.

An advanced software platform to streamline end-to-end election management tasks.

Compact, portable hardware for easier, less costly equipment storage, transportation, setup and use

Intuitive plain language ballots that result in a more efficient voting process and shorter lines.

Universal accessibility for all voters, with no segregated ballots.

Modern adjudication technology for streamlined ballot resolution for AVCBs.

High-performance tabulation software for fast reporting of results on Election Night, with user-friendly dashboards that display real time progress toward completion

Plain-language audit reporting that provides transparency into all election operations and results

Unique "defense-in-depth" security strategy

Michigan Verity Configuration
Contractor's Verity configuration for the State of Michigan provides the flexibility to accommodate the varied needs of Michigan's counties and local jurisdictions, as well as those of the State.

As shown in the following diagram, Verity supports a seamless workflow among the State, counties and local jurisdictions within those counties. The State's Qualified Voter File (QVF) provides input data for creating ballots and defining the election. Election managers create ballot and election definitions once; these definitions flow throughout the remaining process, whether vote capture occurs at the precinct or the Absentee Voter Counting Board (AVCB). Votes can be accumulated at the local jurisdiction or the county level, according to the needs of those localities. Finally, tabulated results are reported to the QVF.

The diagram also illustrates how Contractor's Michigan Verity configuration allows counties and their local jurisdictions to choose from among various options to configure a solution tailored to their needs. These options include:

- Contractor-provided ballot and election programming **OR** "program your own" capabilities
- Electronically transmitting results from the precinct tabulator (Verity Scan with Relay) **OR** transmitting results via the vDrive USB media
- Selecting Verity Central for high-speed scanning of a high volume of ballots at the AVCB OR selecting Verity Scan for scanning of a medium to low volume of ballots there
- Accumulating votes at both the local and county levels with Verity Count accumulation software OR using Verity Count only at the county level to accumulate votes
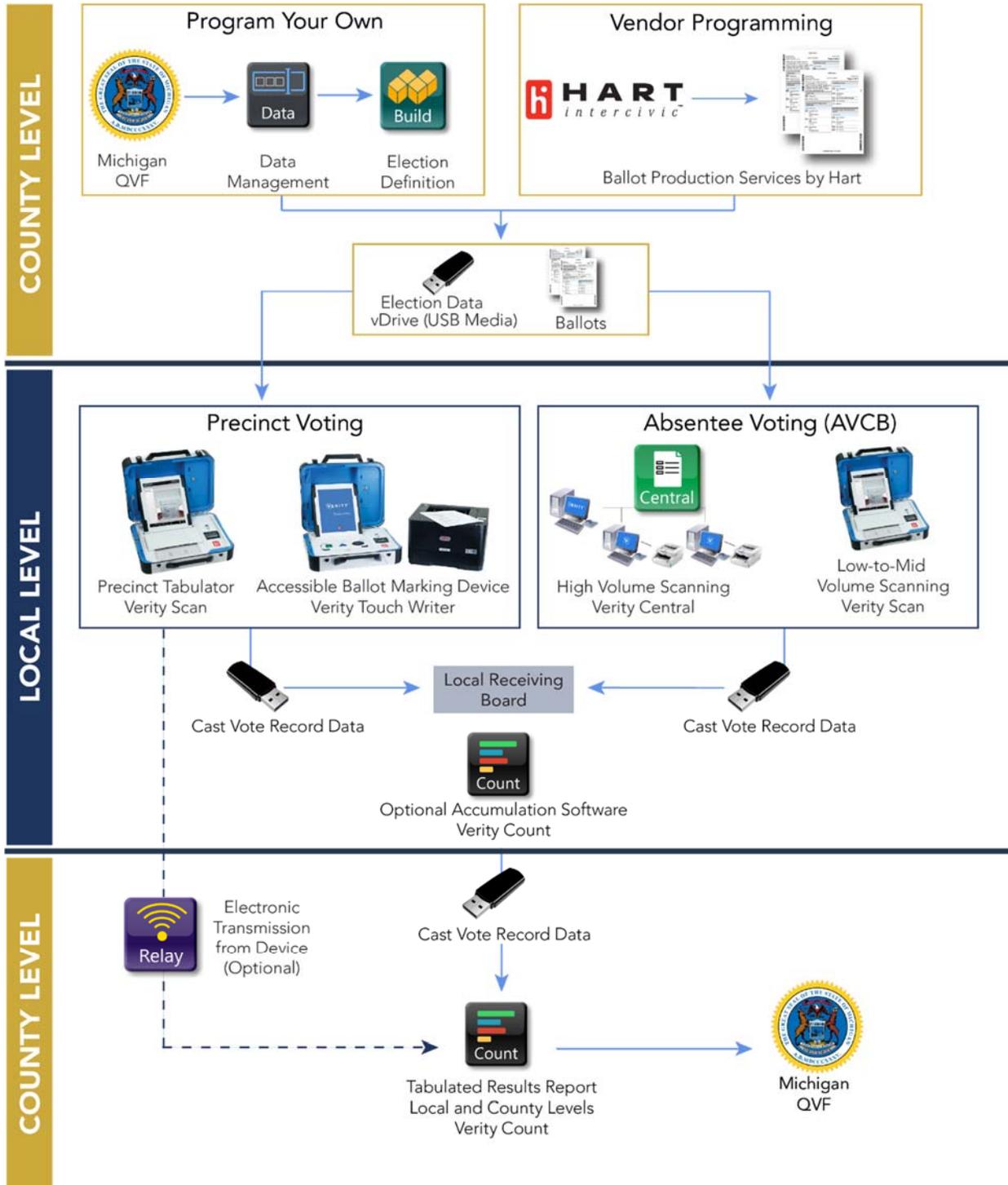
<u>MICHIGAN VERITY CONFIGURATION</u>

The Contractor's Verity configuration for the State of Michigan supports a seamless workflow and accommodates the varied needs of the State's counties and local jurisdictions.

VERITY VOTING SYSTEM HARDWARE

Precinct Based Scanning Tabulator – Verity Scan

For use at polling places, Verity Scan is a digital scanning solution for paper ballots. After marking a paper ballot, the voter feeds it directly into Verity Scan. Scan uses a touchscreen interface based on EAC/AIGA Design for Democracy styles.

Verity Scan can print ballot count totals or tabulated results in the polling place. The ballot image is stored as a Cast Vote Record (CVR) on a Verity vDrive flash memory device that can be read by the Verity Count tabulation and reporting software. Verity Scan includes a compact and durable integrated storage case for transportation and storage.

Verity Scan with Relay (Option)

For Michigan, Verity Scan is available with the Relay option, which enables electronic transmission of cast vote records directly from the device to the central election office. Relay automatically starts the data transmission process when polls close and requires no technical engagement by poll workers.

Adaptable. Relay utilizes broadband technology in the form of secure, COTS modems that are compatible with local jurisdictions' preferred telecommunications carrier.

COTS mobile broadband modem with USB connectivity.

Available for both CDMA and GSM carriers.

Verity Scan's vDrive/USB/Modem compartment, open, showing modem with USB connection and vDrive.

Verity Scan's vDrive/USB/Modem compartment, closed and locked.

Secure. Like other Verity components, Relay includes Hart and Verity FIPS-compliant encryption and digital signatures for authentication.

Automatic transmission of data. After the poll worker closes the polls and prints a tally, the data transmission process automatically launches.

Results and audit log data are securely transmitted to a receiving host at the central elections office. Data is then transferred from the receiving host to the Verity Count tabulation and reporting workstation.
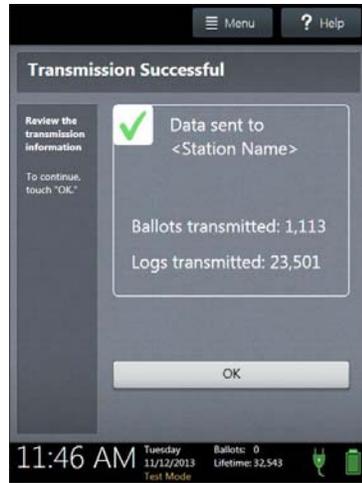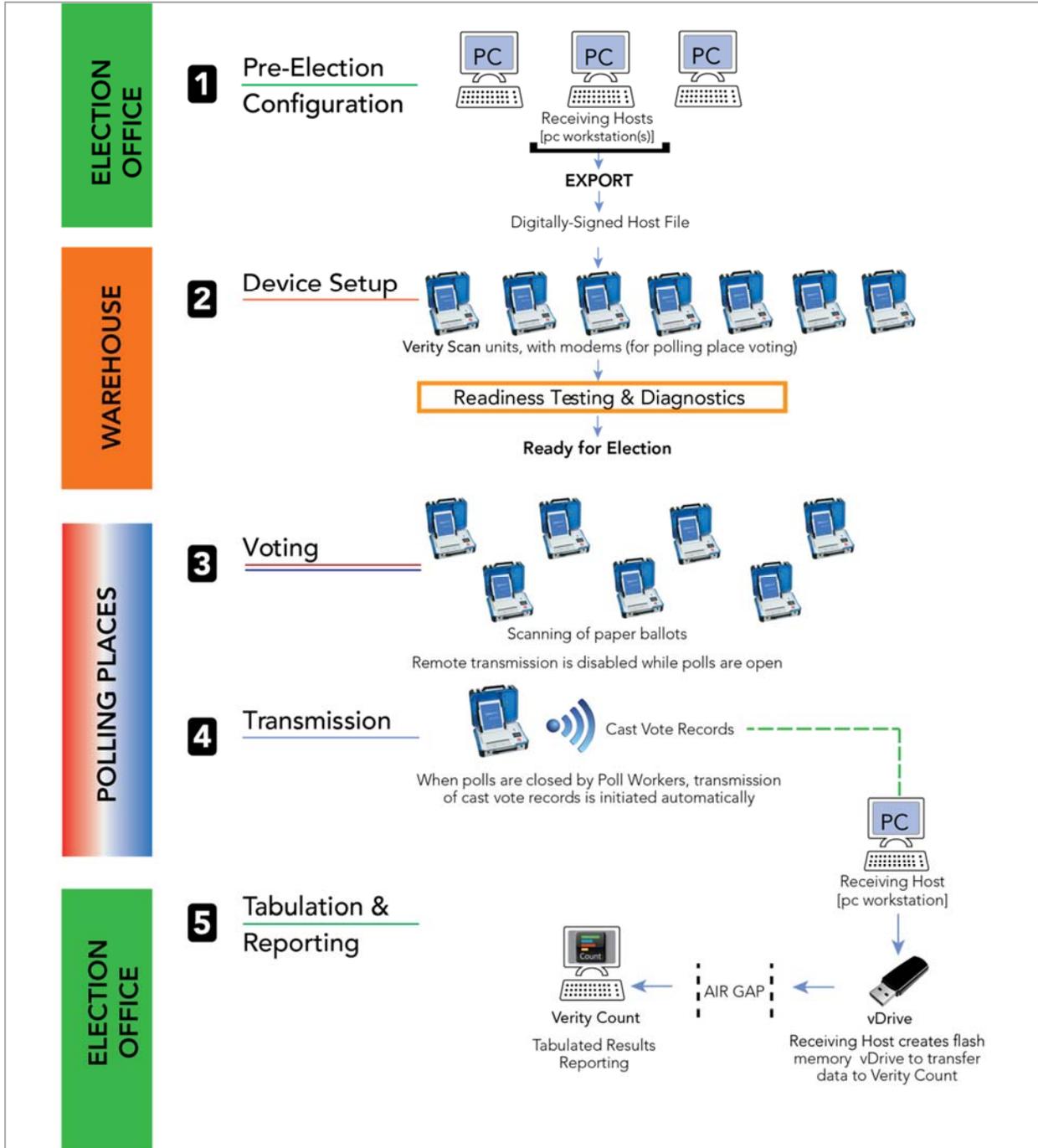
VERITY REMOTE TRANSMISSION WORKFLOW

Remote transmission functionality is integrated into each step of the election process, from pre-election preparation through Election Day through post-election tabulation and reporting.

Preparing for test transmission during pre-election diagnostic testing.

Run transmission test.

After polls close, automated transmission begins and animated status is displayed.

Automated transmission successful.

After successful automated transmission, on-device report printing can proceed.
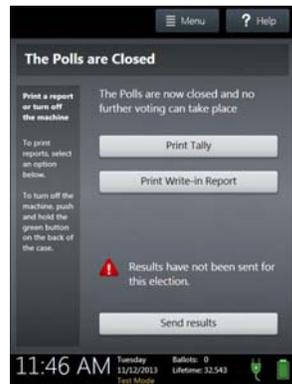
If automated transmission is unsuccessful, on-device reports can be printed and remote transmission can be manually restarted.

Ballot Marking Device (BMD) – Verity Touch Writer with Access

Verity Touch Writer is an accessible paper ballot marking device that provides accessibility at the polling place. Verity Touch Writer provides the same paper ballot for all voters; there are no segregated ballots Like Verity Scan, Verity Touch Writer uses a plain-language interface based on EAC/AIGA Design for Democracy styles.

Additionally, Verity supports switching between languages. For example, the voter can look at contests in English and switch to Spanish for questions.

Touch Writer is paired with a commercial printer. After the voter uses the electronic interface to mark and review selections, the device prints a marked, full ballot from blank stock. This means that no preprinted ballots are necessary, there are no ballots to load into the machine, and Touch Writer prints only the ballots you need.

Using Touch Writer in conjunction with Verity Scan provides the voter with a reviewable paper ballot that is accurately captured through scanning, reviewing, and acceptance for tabulation as a voter's cast vote record.

Touch Writer is equipped with the Verity Access controller, which includes tactile buttons and audio ballot capability, as well as compatibility with other adaptive devices, such as jelly switches or sip-and-puff devices. Like Verity Scan, Touch Writer includes a compact and durable integrated storage case, for transportation and storage.

Secure Ballot Box

Designed to work with the Verity Scan device, the Verity Ballot Box is secure and light-weight. The durable ballot box includes separate secure compartments for scanned and un-scanned ballots, and it folds to just 6 inches thin for transportation and storage. Because the digital Verity Scan captures and segregates marked write-in images electronically, a mechanical diverter is not needed in the secure ballot box.

Accessible Voting Booth for Touch Writer

The voting booth includes minimal parts and it can be locked into place in one easy motion. The Verity Voting booth includes fabric privacy screens and complies with VVSG requirements for accessibility and controls within reach. Because Verity Touch Writer is a standalone device with its own purpose-built booth, jurisdictions may locate the accessible voting station in the most optimal part of each individual polling place.

High-Speed Scanner (Option for Absent Voter Counting Boards) – Verity Central

Verity Central is the Contractor's software application that provides high-speed scanning of AVCB ballots with an enterprise-grade, commercial Canon scanner.

Verity Central's commercial scanner design is also scalable, to accommodate multiple networked scanning client workstations, if desired for large jurisdictions or centralized stations for multiple jurisdictions.

With Verity Central, ballots with questionable marks can be adjudicated through an onscreen adjudication process. This process color-codes contests with marks that may require attention (e.g., overvotes, undervotes, invalid marks, blank ballots, etc.) and allows authorized users to determine the disposition of unresolved marks without needing to handle the original marked ballot or duplicate outstacked ballots.

Verity Central also supports auditability, with filterable ballot image searches and access to original and annotated ballot images. When all ballots have been scanned and resolved, Central writes Cast Vote Records to vDrive portable flash media and can then be tabulated in Verity Count accumulation (tabulation and reporting) software.

It is important to note that Verity Central does not tabulate votes – it simply scans and records Cast Vote Records. This allows jurisdictions to begin scanning before the close of polls on Election Day when allowable, accelerating results reporting.

Ballot printer

A laser ballot printer is available for use at state or local entity offices. The printer's capabilities include:

Automatic duplex printing.

Black-and-white or color printing.

Uses commercially available paper stock.

VOTING SYSTEM ELECTION MANAGEMENT SYSTEM

Hart components of the VVSG 2005-compliant Verity Voting system are as follows (described in detail in **Attachment 1.2, SOFTWARE EMS Technical Requirements**):

Verity Data – election data management software

Verity Build – election definition software

Verity Central – high-speed scanning software for AVCBs

Verity Count – accumulation (tabulation and reporting) software

1.1.A.2 The Contractor's voting system hardware shall be new. Refurbished or used equipment will not be accepted.

All Contractor hardware will be new.

1.1.A.3 Replacement parts shall be readily available.

Contractor maintains a ready supply of all replacement parts. In addition, because Verity Voting is the first all-new platform to achieve EAC certification in several years, the supply chain for Verity parts is robust and current.

1.1.A.4 The Contractor's system shall permit the voter to verify the votes selected on the ballot in a private and independent manner, before the ballot is cast and counted.

All voters, including those voting on the accessible ballot marking device, receive second-chance notifications that allow them to correct any ballot mismarks before the ballot is cast. If ballots contain any marks that require voter attention (such as undervotes or overvotes), Verity Scan uses a combination of large-font, plain-language instructions, large graphic images, and unique audible sounds to indicate ballots that require voter attention This gives voters a chance to make corrections before final votes are cast.
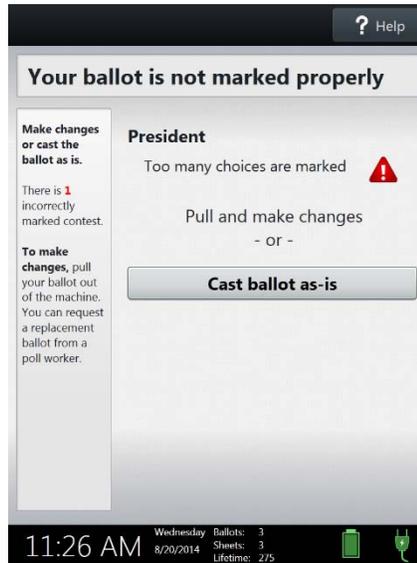
The Verity Touch Writer ballot marking device also provides a chance for the voter to review and change his/her selections before completing the ballot, with plain-language instructions and audible sounds.
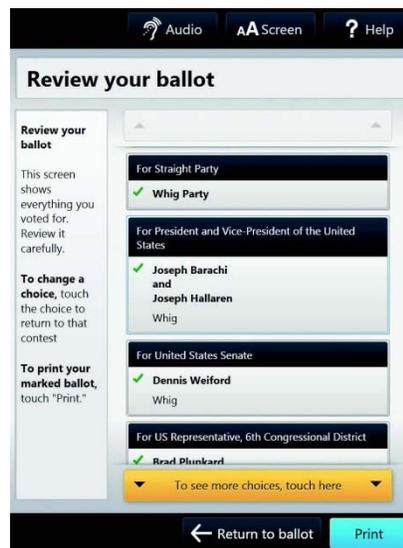
1.1.A.5 The system shall provide the voter with an opportunity (in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted.

Please see Contractor's response to requirement **1.1.A.4**, above.

1.1.A.6 The system shall produce zero printouts before each election and precinct totals printouts at the close of the polls.

Verity Scan includes an onboard thermal reporting printer.

1.1.A.7. The system shall permit recounts to be conducted pursuant to the Michigan Election Law (MEL).

Recount Mode on Verity Scan was designed to accommodate recount laws in the State of Michigan. In accordance with Michigan Election Law Section 168.871, Verity Scan recount functionality allows users to specifically count only the office or ballot question subject to the recount. Additionally, it gives the user control over additional settings that support workflow changes needed during a recount. This includes the ability to change second-chance voting rules and report behaviors, so that ballots with undervotes, overvotes, invalid votes, blank ballots, and marked write-ins can also be subject to visual inspection by recount authorities, if desired.

Contractor looks forward to working closely with the State of Michigan to make additional optimizations or modifications to current procedures based on the capabilities of the Verity system, particularly if greater efficiencies can be realized, compared to the rules devised for the State's current voting system.

1.1.A.8 The system shall alert voters to any and all voter/ballot errors with clear language describing the error, before accepting the ballot for tabulation. Any notification to the voter during the process of casting a vote must be private and must indicate whether the ballot has been tabulated.

Verity Scan uses a combination of large-font, plain-language instructions, large graphic images, and unique audible sounds to indicate ballots that require voter attention. All voters receive second-chance notifications that allow them to correct any ballot mismarks before the ballot is cast.
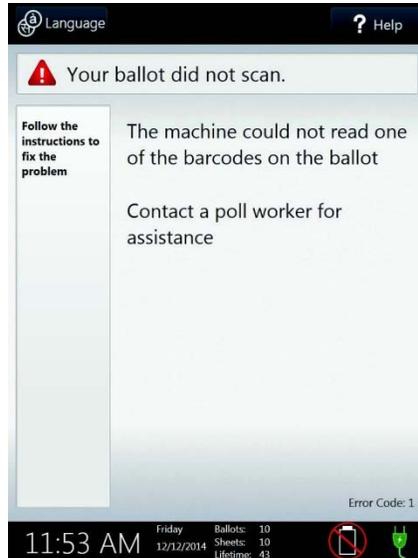
1.1.A.9 The system shall provide for tabulation of votes cast in split precincts, where all voters are not voting the same ballot format.

> In Verity's data management and election definition software applications, precinct splits are entered as separate precincts on individual line items. (For example, if Precinct 101 is split into A and B splits, 101-A and 101-B are entered as separate precincts.) Then the appropriate contests are assigned to each split, respectively. Paper and electronic formats of the ballot include the precinct label and the split identifier, so voters are always given access only to the contests that are appropriate for their ballot style. Device settings which are configured before the election allow election administrators to specify whether totals are consolidated, "rolled up" into the parent precinct, or reported down to the separate precinct split level.

> The setting(s) to specify whether totals are consolidated, "rolled up" into the parent precinct, or reported down to the separate precinct split level are set in the EMS software and are not required to be made at the device in the polling place. The settings are made when the election is defined in Verity Build. With Verity, the election definition includes all settings for all devices – set once for all devices.

> "Device" in this case refers to the Verity Scan precinct-based scanning/tabulator device. The setting(s) to specify whether totals are consolidated, "rolled up" into the parent precinct, or reported down to the separate precinct split level are set centrally and universally in the EMS software. The settings are made when the election is defined in Verity Build.

1.1.A.10 The system shall provide printed records regarding the opening and closing of the polls to include identification of the election, including opening and closing date and times; identification of the unit; identification of ballot format; identification of each candidate and/or issue, verifying zero start.

> Verity Scan and Verity Touch Writer both comply with this requirement.

1.1.A.11 The system shall be easily portable and be transportable without damage to internal circuitry. The Contractor shall provide height and weight specifications of all components, as well as any features related to portability and ease of transport.

All Verity hardware components are compact and portable. Verity Scan and Verity Touch Writer include a durable, convenient carrying/storage case that is an integrated part of the device design. Corrugated plastic cases are also available for transportation and storage, as well as durable canvas bags for the voting booth and ballot box. All the equipment needed at the polling place is compact – easy to transport in ordinary cars.

The Verity **Ballot Box** folds to 6 inches thin.

The Verity **Voting Booth** can be transported in a small canvas bag.

Height and weight specifications are as follows:

Note: Heights are for each unit when stored.

Verity Scan (with battery)

Height: 7.7 inches

Weight: 29.1 pounds

Ballot Box (with bag)

Height: 28 inches

Weight: 31.8 pounds

Touch Writer (with battery)

Height: 7.7 inches

Weight: 28.5 pounds

Accessible Voting Booth (with bag)

Height: 36 inches

Weight 17.1 pounds

Verity Ballot Printer (Okidata B43)

Height: 12 inches

Weight: 31 pounds

1.1.A.12 The system shall allow for omni-directional feed of the ballot and be fully capable of counting non-oriented ballots.

Verity Scan accepts ballots in a portrait orientation inserted face up, face down, header first, or footer first.

1.1.A.13 The system shall include a visible public counter that displays the number of ballots processed; the display must utilize a font and font size that can be clearly read by voters and precinct inspectors.

Verity Scan complies with this requirement. Each time a voter's ballot is successfully scanned and a CVR is created, Verity Scan displays the count at the bottom of the screen.

1.1.A.14 The system shall be capable of scanning one-sided ballots, two-sided ballots, and multiple page ballots while recording the event as one ballot cast. The Contractor must indicate how/when the tabulator's public counter increments (e.g., upon tabulation of page 1, page 2, or both pages 1 and 2)

Verity Scan scans two-sided ballots and multiple-page ballots while recording the event as one ballot cast. To preserve the security and multi-sheet feeding protection capabilities of the system, ballots that have content on only one side include security barcodes on the blank side of the sheet. In addition to the public counter that indicates the number of ballots cast for the election on the Scan device, Scan provides a sheet counter that indicates the number of sheets that have been scanned on the device for that election.

The public counter increments upon tabulation of the first sheet of a multi-sheet ballot.

Barcodes that are printed on all ballots in the Verity system are the same regardless of source (Precinct, Accessible, AVCB). In other words, all ballots for a precinct are identical, except for the unique identifier (if unique IDs are enabled), regardless of the situation in which they are produced or scanned: at the precinct, printed from Verity Touch Writer, or at the Central AVCB.

In addition to triangulating and identifying option boxes to determine voter marks, the barcodes contain the following information:
- Election ID
- Precinct
- Page Identifier (1-4)
- Mode – Test, Election, or Sample
- Unique Identifier (if enabled during ballot definition)

The sheet count displayed on Verity Scan represents the number of separate sheets of paper that have been scanned. In other words, one sheet contains two imaged sides, and a two-sided ballot registers as one sheet in the Verity Scan device.

1.1.A.15 The system shall provide an auditory and visual notification to the voter that the ballot has been cast.

Verity Scan complies with this requirement by displaying a visual message and auditory tone to notify the voter that the ballot has been cast. Auditory and visual notifications occur approximately five seconds after the voter feeds the ballot into Verity Scan.

1.1.A.16 All system visible messages and instructions displayed on the tabulator shall be in simple and plain language and shall be customizable.

> **Complies with modifications**. Verity Scan displays messages and instructions in plain language. The modern user interface is based on EAC-commissioned Design for Democracy templates. Messages and instructions are not customizable due to the system's certified configuration status. We are open to working with the State regarding this issue in the future.

1.1.A.17 The tabulator hardware shall be capable of transmitting unofficial election results by cellular or analog modem at the close of polls on Election Night. Refer to **Section and Attachment 1.2 EMS SOFTWARE REQUIREMENTS** for additional detail.

> Contractor's Verity Scan with Relay option provides electronic transmission of results from precinct scanning tabulators to the central elections office via cellular modem. The solution provides for an automated process to be launched with close of polls and requires no technical engagement by poll workers.

> Detailed information is included in Contractor's response to requirement **1.1.A.1 above**.

1.1.A.18 The Contractor shall document the speed at which ballots are processed (ballots per minute), based on ballot size and number of ballot faces.

> Verity Scan reads both sides of the ballot at once, and its "tested to" ballot processing speed is a minimum of ten 8-1/2 x 11-inch sheets per minute; however, real-world processing is faster. Processing varies according to elements such as the number of write-in votes and images that must be saved.

1.1.A.19 The Contractor shall document customizable options for results tape printing - content, format, layout, number, etc. Tabulators must be capable of printing multiple copies of each result tape.

The printed results tape produced by Verity Scan can be customized in Verity Build. Scan can print as many copies of the results as needed.
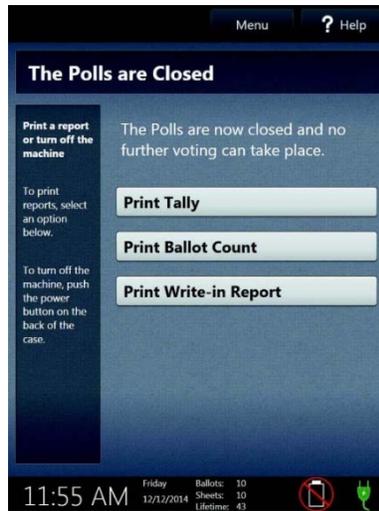
Customizable options include:

- Ballot Count Report, or Tally Report

- Summary format or By-Precinct Results

- Sort within a contest by original ballot order or sort by winners

- Settings can also be applied differently for Zero Report, Ballot Count Report, and Tally Report.

All Verity Scan reports contain the following information in the report header:

- Device Type

- Device Serial Number

- Jurisdiction Name

- Election Date

- Polling Place Name

- The text "Polling Place Type," followed by the Voting Type associated with the polling place (for example, Election Day, etc.)

- Date the report was printed

- Time the report was printed

- Value of the public counter

- Value of the private counter

The Power-On Self-Test Report that is automatically printed when the device is powered on also includes the firmware version of the device.

1.1.A.20 The Contractor shall document all consumables and parts - e.g., printer paper, ink cartridges, memory media, battery, etc. All consumables/parts must be listed in Schedule C, Pricing, along with replacement part costs for each consumable and the estimated shelf life for each consumable/part.

Please see **Schedule C, Pricing, Cost Table 4**.

1.1.A.21 The Contractor shall document the type of printer utilized by the proposed tabulator (external or internal, thermal, inkjet, etc.).

The Verity Scan tabulator uses an integrated thermal printer.

1.1.A. 22 The Contractor shall provide details on the system's process for determining valid marks on the ballot by the voter (in the target area), and the process for differentiating valid marks from marginal marks; including whether these functions are set by the system/software/program, or are manually adjustable.

Verity is Contractor's second-generation digital scanning solution. Contractor has consciously chosen to design its scanning logic without a customizable marginal mark threshold. Contractor has developed a high degree of confidence in their system's documented threshold, and Contractor's customers appreciate that this threshold is **not** customizable, because it allows for consistent performance. In Contractor's experience, customers do not want the risk of an election being called into question because of inconsistencies that create the possibility of contention about voter intent. All settings must be consistent across the election to ensure fairness and transparency.

Verity Scan is capable of recognizing any mark of at least 2 square millimeters within a configured mark-recognition area on the ballot.

As part of the election definition process in Verity Build, election managers set parameters that trigger notification that adjudication is required (write-ins, mismarks, overvotes, undervotes, blanks).

1.1.A.23 Write-in Votes: The Contractor shall describe in detail all aspects of the write-in vote and adjudication process. The tabulator shall allow for the voter to cast a write-in vote by marking the target area and writing the candidate name of their choice in a provided area. The tabulator shall store an image of the write-in vote, which can be separated out (as a group) for later determination and adjudication of valid write-in votes.

In addition to printing write-in images on the device reporting tape, write-in images can also be consolidated and managed in Verity Count tabulation and reporting software. When the vDrives containing write-in images are loaded into Verity Count tabulation and reporting software, users are informed of the number of write-in votes that require review and adjudication. The images are listed as Unresolved and are associated with specific contest titles. Users then have the ability to select from the available unresolved items and review each image. Based on the handwritten entry (or blank line), each write-in can be accepted and included in the tabulated totals by assigning it to a specific candidate name, or it can be rejected.

When Verity Scan detects a marked target area for a write-in selection on a paper ballot, the system automatically stores an image of the small cross-section of the ballot that includes the target area and the line on which voters can write their response. Images can be printed in the polling place, from the same reporting printing tape that is used for election results. On the printed tape, write-in images are sorted by contest within precincts, and the Write-In report includes an area where election officials can indicate whether the submitted write-in is accepted and included in totals, or not. Furthermore, these images are stored on the portable flash memory drives (vDrives) that also store cast vote records and audit logs.

1.1.A.24 The tabulator shall be capable of retaining a record of each voted ballot in a way that protects each voter's privacy. Proposals shall describe in detail, the storage process and storage capabilities and limitations (e.g., the maximum number of ballot records that may be retained on one device.)

Verity Scan complies with this requirement.

CVRs are stored in random order. They are assigned a random file name, and the modified/created timestamps are all set to be identical. It is impossible to reconstruct voting order.

CVRs are digitally signed.

If saved on the vDrive, ballot images are stored in PNG format.

When a voter casts a ballot, the information is recorded in three physically separate locations: internal memory (a compact flash card that is housed inside the device, and which is not customer accessible), paper ballot, and on the vDrive removable memory device. The different handling and usage profiles of these data storage components yield different risk profiles. These diverse risk profiles significantly increase the difficulty of compromising vote records in all three locations.

Verity Scan has the memory capacity to store 9,999 ballots.

1.1.A.25 The tabulator shall be capable of withstanding transport conditions that may include extremely bumpy roads, exposure to extreme heat, cold, humidity and dust without incurring damage during transportation or becoming inoperable as a result of such transport.

Verity Scan includes a compact, rugged, and durable integrated storage case, for secure transportation and storage. And as part of its EAC federal certification testing campaign, the Verity Voting system underwent rigorous power and temperature variation testing, in accordance with Volume 2 of the VVSG 2005 standard. Operational Ballot Logic and Accuracy testing is performed for 95 hours straight across power range of 105VAC to 129VAC, nominal 117VAC, and a temperature 50F to 95F. Verity Scan and all other Verity devices have been tested and comply with a series of environmental stress standards defined by the US Military.

The full list is included in the table below:

Test	Description
Bench handling (devices)	4" drop above the bench top or 45 degree angle whichever is less 24 drops total
Vibration (devices, ballot box, and booths)	3 axis, 30 min/axis Vertical at 10~500Hz, 1.04Grms Transverse at 10~500Hz, 0.20Grms Longitudinal at 10~500Hz, 0.74Grms Device in transit case Device removed from container and tested
Random Vibration (air profile - devices, ballot box, and booths)	3 axis, 3 hours/axis Vertical at 2~300Hz, 1.05Grms Transverse at2~300Hz, 1.05Grms Longitudinal at2~300Hz, 1.05Grms Device in transit case Device removed from container and tested
Low temperature (storage)	Temperature -4F runs for 4 hours after temp is stabilization Device in a shipping container Device removed from container and tested
High temperature (storage)	Temperature 140F Test runs for 4 hours after temp is stabilization Device in a shipping container Device removed from container and tested
Humidity	Temperature 88F Humidity 88 RH Tests runs for 1 cycle 24 hours, total 10 cycles Device in a shipping container Device removed from container and tested

Test	Description
Temperature and power variation	Units place inside of thermal chamber and tested for 48 hours
	Units running during all tests
	Temperatures during testing 50F to 95F
	Voltages tested at 105Vac, 117Vac and 129Vac
	2 cycles at 24 hours per cycle, total 48 hours testing.

1.1.A.26 The tabulator shall be capable of withstanding frequent loading and unloading, stacking and unstacking, assembling, disassembling, reassembling, and other routing handling in the course of normal storage and operation.

Verity Scan and all other Verity devices have been tested and comply with a series of environmental stress standards defined by the U.S. Military. The full list is included in the table in Contractor's response to requirement **1.1.A.25**.

1.1.A.27 The Contractor shall document and explain any available special features of the proposed tabulator that demonstrates water resistance features.

Verity Scan is designed to withstand real-world conditions. As with many electronic devices, however, Verity Scan is not water resistant and should be protected from water and humidity.

CATEGORY B. BALLOT REQUIREMENTS

1.1.B.1 The Contractor's system shall utilize a paper ballot with a voter verifiable paper trail. Ballot-related requirements in this section relate to overall ballot features and functionality; additional technical requirements related to ballots can also be found in **Section and Attachment 1.2, EMS TECHNICAL REQUIREMENTS**.

The Verity Voting system meets this requirement.

1.1.B.2 The Contractor shall document ballot layout options, including support for number, types and placement of columns, portrait or landscape layout, number and placement of vote targets, header shading options, font types and sizes, independence of front/back designs, etc.

Verity ballot templates, which are based on EAC/AIGA Design for Democracy templates and recommendations from the Brennan Center for Justice, are designed for superior usability and accurate recording of voter intent.

- The Verity Central high-speed scanning solution reads paper ballots of the following sizes:
    - 8 ½" x 11" (letter)
    - 8 ½" x 14" (legal)
    - 8 ½" x 17" (super legal)
    - 11" x 17" (ledger)
- Ballots can include 1, 2, 3 or 4 columns.
- Verity Scan can accept ballots in portrait orientation (not landscape orientation).
- Ballot templates support use of grayscale and color images, which can also be used to customize headers and shading.
- Vote targets appear to the left of candidate names or proposition choices.
- Verity provides flexible design capabilities and a high degree of user control of specific ballot elements (including order on the ballot, forced column or page breaks, and applicability to paper vs. electronic ballot designs). Verity also enables creation of front and back designs that can be independent of each other.
- Within limitations in keeping with best practices as outlined by the EAC/AIGA Design for Democracy initiative. Verity supports a single font style on the ballot. Font sizes, however, can be adjusted without limitation other than the natural limits imposed by the physical size of the ballot. And if a separate font style is absolutely needed, this can be achieved through an image on the ballot.

1.1.B.3 The Contractor's system shall support a scalable ballot that ranges, at a minimum, from 8.5" x 11" to 8.5" x 17". The Contractor shall specify the range of ballot sizes the proposed system supports, as well as the minimum/maximum number of columns, races/proposals and candidate positions that can be placed on a ballot.

Yes. The Verity Central high-speed scanning solution includes the following capabilities:

- Reads paper ballots of the following sizes:
    - 8 ½" x 11" (letter)
    - 8 ½" x 14" (legal)
    - 8 ½" x 17" (super legal)
    - 11" x 17" (ledger)
- Ballots can include 1, 2, 3 or 4 columns.
- Supports a maximum of 200 contests and propositions, combined.

- Supports a maximum of 600 total voting positions

- NOTE: Contractor's engineering team has begun design explorations to determine the feasibility of supporting ballots up to 22" in length as part of Contractor's Verity 3.0 product.

1.1.B.4 The Contractor's system shall support ballot layouts that allow for the ballot to be one(1), two (2), three (3) or four (4) columns.

Verity complies with this requirement.

1.1.B.5 The Contractor's system must support ballot layouts in either portrait or landscape orientation.

Note: Verity Scan and Verity Central scanners accept only portrait-format ballots. However, Verity Data offers a wide variety of templates – including templates for creating ballots with one, two, three, or four columns. Contractor has designed Verity Data for adaptability that will provide Michigan the flexibility to create ballots for every election configuration and to adapt to changing requirements over time.

1.1.B.6 The Contractor shall include all pertinent ballot production specifications (e.g., ink, paper weight/thickness to prevent bleed through, etc.) and all other requirements related to ballot printing to allow counties and local jurisdictions to utilize commercial ballot print vendors of their choice. Any ballot printer certification requirements shall be outlined in detail in this Contract, and are subject to State approval. Contractor must list any pre-approved ballot printing vendors who are certified to print ballots for use with the proposed system.

Yes. Contractor has a certified printer program that allows us to manage ballot print quality with partners. Contractor supplies recommended Hart Official Ballot Paper, and shares specifications for that paper with customers and print partners so that customers can use certified Hart printers either with this official stock or with paper that meets Contractor paper's specifications. Contractor does not require that customers use Hart-certified printers; however, Contractor recommends that they do so for the assurance of ballot quality. Contractor will work with vendors their customers choose to complete certification requirements, if desired. Additionally, Contractor is a certified printer.

Contractor recommends the use of 28#/70# bond paper composed of virgin wood fiber with no recycled content. The following additional specifications apply to the type and composition of the recommended paper:

- Finish: Smooth Xerography

- Sheffield: 100-120

- Brightness: 91-96

- Florescent level: 4 percent

- Moisture content: 4.5 percent

- Packaging: Moisture resistant ream wrap

- Tolerance for trim and squareness: +/- 0.025 inches

- Ink: Any industry-standard black toner.

Hart certified ballot printers are usually professional print shops with production-level equipment. To receive Hart certification, these printers must complete and pass an annual Hart ballot printing test using Hart's exclusive official ballot paper for ballot production.

The testing Contractor performs as part of the ballot printer certification program includes ballot quality assurance testing, paper analysis, and ballot scanning and tabulation on the appropriate voting equipment. Contractor provides the print shop with quality assurance guidelines and tools.

1.1.B.7 OPTIONAL REQUIREMENT: The Contractor system offers an optional Ballot on Demand (BOD) system; functionality that allows for designated precinct ballots to be printed at the time of issuance to the voter, and a system that allows for the issuance and processing of numerous ballot styles in a single jurisdiction via a single BOD system.

The Contractor's system does offer an optional on-demand ballot printing system. Verity Print is an on-demand ballot printer designed on the same compact platform shared by other Verity devices. Verity Print will use an attached commercial printer to print full ballots from blank stock. Verity Print is suited for central office use or for convenience voting locations, where there is a need to manage many ballot styles electronically, with the correct style, on an as-needed basis.

Ballots printed from Verity Print can be processed by Verity Scan or Verity Central. The Contractor's system currently includes Verity Touch Writer for accessible ballot marking. This device may also print blank ballots one at a time and can be configured to host numerous ballot styles in a single jurisdiction or multiple jurisdictions.

CATEGORY C. MEMORY

1.1.C.1 The Contractor shall describe and detail the proposed memory device utilized by the proposed system. The memory device doesnot include batteries or removable parts. The Contractor must indicate make, model, storage capacity and security features of the memory device, and any special requirements related to the use and purchase of the memory device. The memory device must be included and separately listed in **Schedule C, Pricing** (including component costs for a single additional or replacement memory device).

The Verity Voting system utilizes two types of memory devices that can be accessed by the user:

• Disk drive in each workstation

• vDrives, which are USB flash drives that store election configuration information and the results of an election

The Contractor's portable flash USB media, vDrives, provide a method of transferring election definition data to Verity Scan and other Verity Voting devices and applications. vDrives do not include any batteries or removable parts. At the polling place, Cast Vote Records and audit data are stored on the vDrives, which can then be taken to the central elections office for use by the Verity Count tabulation and reporting software.

The following specifications apply to vDrives:

- Manufacturer: Apacer

- Description: USB2.0 Flash Drive

- Manufacturer's part number: 8T.ABD2B.1D30C

- Capacity: 4GB

Each vDrive has the capacity to store 9,999 single-sheet ballot images captured by Verity Scan, from an unlimited number of ballot styles.

Verity employs numerous security procedures to protect data written to vDrives. Cast Vote Records are digitally signed to allow for validation of the data.

In addition, to ensure no data loss can occur during a voting session, if power to the voting device is lost, the "write-behind" feature found within the controller of the USB device has been disabled by the manufacturer per Hart requirements.

The vDrive memory devices, like all components of the Verity Voting system, are configured by Hart as part of the integrated, holistically tuned voting system and must be obtained from Hart and not from any other source. The component cost for a single vDrive memory device is included in **Schedule C, Pricing**.

1.1.C.2 The Contractor's system shall provide for multiple ballot styles (multiple precincts and split precincts) to be stored on and processed by a single memory device. The Contractor must indicate any limitations or maximum capacity requirements related to a single memory device (e.g., maximum number of ballot styles on one memory device).

All election configuration information created in Verity Build, including multiple ballot styles for multiple precincts and split precincts, is written to a flash media vDrive. This method allows the shared election definition to be transferred to Verity Scan and other Verity Voting devices and applications. Each vDrive has a capacity of 4GB and can contain an unlimited number of ballot styles.

1.1.C.3 The Contractor shall describe any capabilities for processing additional ballots after the polls have been closed.

If there is a need to process additional ballots after the polls have closed, the process on the Verity Scan tabulator device is as follows:

1. Rebooting the device prompts the user to enter the "Open Polls" passcode.

2. When the user enters the Open Polls passcode, the device reverts to the "Ready to Scan" state; all previous data is retained, including Cast Vote Records, audit logs, and public counter data. Scan displays "Insert Ballot."

3. After scanning additional ballots, users follow normal procedures to close the polls again and re-print (updated) Tally report; the device will generate a consolidated totals tape that includes one combined total for each candidate/proposal on the ballot for all ballots processed in that precinct.

1.1.C.4 The Contractor shall describe any memory device security features (e.g., encryption, security seals or other features) which are available to secure data stored on the device.

Verity Voting devices have a variety of physical access controls and safeguards to ensure that sensitive equipment is accessed only by authorized personnel – not by voters. These access controls include keyed locks, features to support the use of tamper-evident seals, port protection, and non-standard electrical wiring in strategic areas. Cast vote records are written to Verity's removable vDrive memory devices at the precinct and central count locations and digitally signed using FIPS 140-2 SHA-2 NIST-approved methods to ensure non-repudiation.

Memory device security features

Verity Voting devices have a variety of physical access controls and safeguards to ensure that sensitive equipment is accessed only by authorized personnel – not by voters. These access controls include keyed locks, features to support the use of tamper-evident seals, port protection, and non-standard electrical wiring in strategic areas.

The following are details of security features for Verity's memory devices:

- Verity Scan and Verity Touch Writer include a compact and durable integrated storage case for secure, easy transportation and storage.

- Two keyed locks restrict a user's ability to open the integrated case that surrounds each voting device ("the suitcase").

- The exterior handle to each case was purposely designed with two mated parts that are easily surrounding by zip-tie, tamper-evident seals to prevent unauthorized users from opening the case.

- All ports on Verity voting devices can be covered with a metal security plate during storage and transport to prevent unauthorized access to ports. Although the metal plate can be easily secured without tools, it can also be sealed with zip-tie, tamper-evident seals so that the port cannot be removed without detection.

- Inside each voting device case, the compartment that contains the sensitive flash memory device (vDrive) that contains the election definition, cast vote records, and audit logs is secured by a keyed lock.

- The compartment that contains the vDrive also includes features that support the use of tamper-evident seals.

- The removable, dockable tablet display inside each voting device includes a keyed locking mechanism to manage the storage, removal, and configuration of the tablet. In addition, the dockable display is further protected with an electromechanical control that notifies the system software of any unauthorized disconnection.

- All ports on Verity voting devices (USB ports for peripheral printers, etc.) are physically shaped in non-standard ways (that is, they are also "keyed") and accommodate only Hart-proprietary cables and devices in order to prevent unauthorized users from inserting unauthorized, standard, commercial off-the-shelf cables or devices into Verity voting machines.

- On/off power switches are located on a rear panel with a recessed indent that allows only authorized users to quickly and easily identify power controls. In our legacy systems and with Verity, Hart has always made a conscious design choice to use physical access controls and design features other than keyed locks to prevent unwanted shutoff of devices. We have done this primarily to reduce the risk that needed voting devices could be rendered unavailable for use if a required key for power controls is misplaced. This design strategy has been successful, as proven in over a decade of elections and millions of votes cast in 15 States that use Hart voting technology.

- In addition to physical access controls that prevent foreign devices from being inserted into Verity device ports, the internal components of the devices are also electronically wired in non-standard ways, so any foreign devices are recognized and the port is disabled in response to unauthorized insertions.

- All ports on Verity voting devices can be covered with a metal security plate during storage and transport to prevent unauthorized access to ports. Although the metal plate can be easily secured without tools, it can be sealed with zip-tie, tamper-evident seals so that the port cannot be removed without detection.

- The Verity Voting system includes features to ensure that data is protected at all times.

  - **Protection from power failure.** In the event of a power disruption, all images and cast vote records remain saved on the vDrive and on the internal memory of the Scan device. Verity Scan includes an onboard internal battery capable of providing backup power for a minimum of two hours. If power has not been restored by the time the backup battery has been fully discharged,

    Scan commences a graceful shutdown process. Once power is restored, the device can be rebooted and resume normal operations. Scan does not retain tabulated results, but images can be recovered.

  - **Protection against hardware failures and attempts to corrupt the device application**. The voting device components run continuous background monitoring to ensure the integrity of the executable firmware. Firmware is stored internal to the device in non-volatile memory along with a verification table that provides a cyclic redundancy check (CRC) code for each of several code sections. When code execution begins, an operating system task performs a CRC calculation of each code section. The system is halted with a failure message if the calculated CRC does not match the expected value from the verification table. This verification operation is performed continuously while the system is active and provides protection against hardware failures and attempts to corrupt the device application.

In addition, a secure BIOS on polling place devices ensures that the system will boot up only with the authentic, authorized Verity software.

1.1.C.5 The Contractor shall describe any physical security features that secure the memory device to the tabulator to ensure tamper resistance and full security for memory devices with the tabulator from the time of initial testing through Election Day.

Please see the response to item **1.1.C.4 above**.

CATEGORY D. BALLOT BOX

1.1.D.1 Each voting system must include a ballot box for storage of voted ballots. The Contractor shall document the size, weight and volume (ballot capacity of compartment based on ballot size, number of compartments) of the proposed ballot box.

The dimensions of the ballot box and bag (when stored) are 28"H x 25"W x 6"D. Together, the ballot box and bag weigh 31.8 pounds, and the volume is 2.4 cubic feet. The ballot box accommodates up to 4,000 sheets of 8 ½ x 17 inch paper.

The ballot box has a separate, secure "emergency" storage compartment to accept voted ballots that cannot be scanned at that time (i.e., due to loss of power, etc.). Access to the ballot box's emergency storage compartment is protected by a lock on the ballot box's rear maintenance panel, and the box has two places for tamper-evident seals. The ballot box's secure emergency ballot compartment accommodates up to 1,000 8-½ x 17 inch ballots.

1.1.D.2 The ballot box shall secure the voted paper ballots in locked and sealable compartments. The Contractor shall detail the use of all lockable compartments utilized by the proposed ballot box.

The Verity ballot box secures ballots in locked and sealable compartments.

The Verity ballot box's physical access controls include:

- Keyed lock to protect the main access door

- Keyed lock to protect the maintenance panel on the rear of the ballot box

- Support for tamper evident seals in the following areas:

  - Main access door

  - Rear access panel

  - Movable cover for emergency ballot slot.

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1.1.D.3 The ballot box shall allow poll workers the ability to open, re-lock and reseal secure storage compartments.

Both the Ballot Box main door and the emergency ballot door can be locked and sealed.

1.1.D.4 The ballot box shall include a separate compartment for storage of voted ballots while ballot counter is inoperable.

The ballot box has a separate, secure "emergency" storage compartment to accept voted ballots that cannot be scanned at that time (due to power failure, etc.). Access to the ballot box's emergency storage compartment is protected by a lock on the ballot box's rear maintenance panel, and the box has two places for tamper-evident seals. The ballot box's secure emergency ballot compartment accommodates up to 1,000 8-½" x 17" ballots.

1.1.D.5 The Contractor shall describe any portability features of the ballot box that allow for easy transport.

To assist users in transporting the ballot box and maneuvering it into position, the Contractor designed the ballot box to be thin and lightweight. Because the ballot box can be folded to just 6 inches thin during transport, and because it includes a carrying handle, the box can be placed into position relatively easily before the simple assembly process. Like all Verity Voting devices and accessories, the ballot box can also be easily transported in typical private vehicles driven by polling place officials.

1.1.D.6 The ballot box shall be capable of withstanding transport conditions that may include extremely bumpy roads, exposure to extreme heat, cold, humidity and dust without incurring damage during transportation or becoming inoperable as a result of such transport.

Because the ballot box is designed to be stored in a thin, flat position, it facilitates compact stacking, with a compressed, durable design that easily accommodates the rigors of typical storage and transport conditions

1.1.D.7 The ballot box shall be capable of withstanding frequent loading and unloading, stacking and unstacking, assembling, disassembling, reassembling, and other routing handling in the course of normal storage and operation.

The design of Verity ballot boxes is based on the Contractor's understanding of the needs of elections staff and poll workers. The ballot boxes are durable, and compact in size. Their compact size creates greater efficiencies and cost savings in storage and transportation, by reducing the need for warehouse and trucking space. It also allows more flexible deployment by poll workers, as Verity Voting devices were specifically designed to comfortably fit within the confines of typical private vehicles.

1.1.D.8 The Contractor shall document and explain any available special features of the proposed ballot box that demonstrates water resistance features.

The Verity Ballot Box is designed to withstand real-world election conditions and is primarily constructed of durable, water-resistant plastic. However, to preserve the mechanisms that allow it to be collapsible, the ballot box should be protected from direct contact with water.

1.1.D.9 OPTIONAL REQUIREMENT: The Contractor shall document and explain any available ballot box storage-friendly options (such as the capability of collapsing or stacking boxes for more efficient storage).

Designed to work seamlessly with the Verity Scan device, the Verity Ballot Box is secure, light-weight, and easy to deploy. Using a folding design, the durable ballot box includes separate secure compartments for scanned and un-scanned ballots, and it folds to just 6 inches thin for easy transportation and storage. Because the digital Verity Scan captures and segregates marked write-in images electronically, a mechanical diverter is not needed in the secure ballot box.

CATEGORY E. COTS (COMMERCIAL OFF THE SHELF) OPTIONS

1.1.E.1 The Contractor shall identify any and all COTS **components** that are part of their overall voting systems solution (e.g., printers, tablets, etc.). Replacement purchase sources for all identified COTS components

areidentified in Schedule C, Pricing; COTS parts identified shall be made available to counties and local jurisdictions.

The full list of COTS components is listed in **Schedule C, Pricing**.

1.1.E.2 The Contractor shall identify any and all COTS **supplies and replacement parts** that may be utilized by their system (e.g., memory devices, ink cartridges, batteries, etc.). .

All supplies and replacement parts are included in **Schedule C, Pricing**. Contractor will maintain an in-state repair depot. This location will have a ready supply of all replacement parts and will be linked to a central inventory management system in our Austin headquarters. It will allow the Contractor to expedite the service and support desired by Michigan counties and local jurisdictions.

1.1.E.3 The Contractor shall identify and describe in detail any plans under development for upgrades / enhancements to systems that further utilize COTS components, supplies and replacement parts.

1.1.E.4 The Contractor shall identify new COTS options over the course of this contract, as the market changes and/or as existing COTS components become obsolete. COTS options provided to other states must be identified to the State, with an option and plan for implementing other available COTS options through the life of this contract.

Contractor will comply with this requirement. Contractor continuously leverages the availability of commercial component upgrades to take advantage of improvements offered by new versions.

CATEGORY F. RELIABILITY REQUIREMENTS

1.1.F.1 All voting system components shall be able to perform in a wide range of climates and humidity levels without ballot jams or other malfunctions.

All Verity Voting system components comply with this requirement. As part of its EAC federal certification testing campaign, the Verity Voting system underwent rigorous power and temperature variation testing, in accordance with Volume 2 of the VVSG 2005 standard. Operational Ballot Logic and Accuracy testing is performed for 95 hours straight across power range of 105VAC to 129VAC, nominal 117VAC, and a temperature 50F to 95F. For more information, please see Contractor's response to requirement **1.1.A.25**.

1.1.F.2 The Contractor shall provide details of features of the system that are designed to avoid ballot jams.

- Paper jams are rare with Verity Scan. Verity Scan incorporates a number of features to help prevent ballot jams, including:

- Patented indicator landing lights inform the user when the system is ready for a ballot to be inserted. Lights blink red for "Do Not Present Ballot" and green for "Present Ballot." These indicator lights keep the paper path clear, preventing ballot jams.

- The system entryway guides the ballot into the scan head, greatly reducing the possibility for ballots to be presented in a misaligned way. If a user tries to present a crooked ballot, the scan head automatically sends the ballot back to the user.

- The path for the exit of the scanned ballot into the ballot box is designed to prevent static buildup on ballots. Static buildup can cause ballot stock to stick to a surface during transit from the scanner into the ballot box, causing a jam. The minimal exit path for the ballot (0.25in "throat") eliminates static buildup.

- No physical diverter that can cause jams.

- Collapsible ballot box design means nothing is stored inside for transport – and nothing to block ballots as they enter the box.

- Verity uses common paper stock for ballots – not card stock that is susceptible to moisture/humidity.

1.1.F.3 In the event of a ballot jam, the tabulator shall accurately state whether the ballot was tabulated; this statement must also be available in the system audit log.

In the rare event of a jam, Verity Scan's screens indicate to the voter and poll worker exactly what happened.
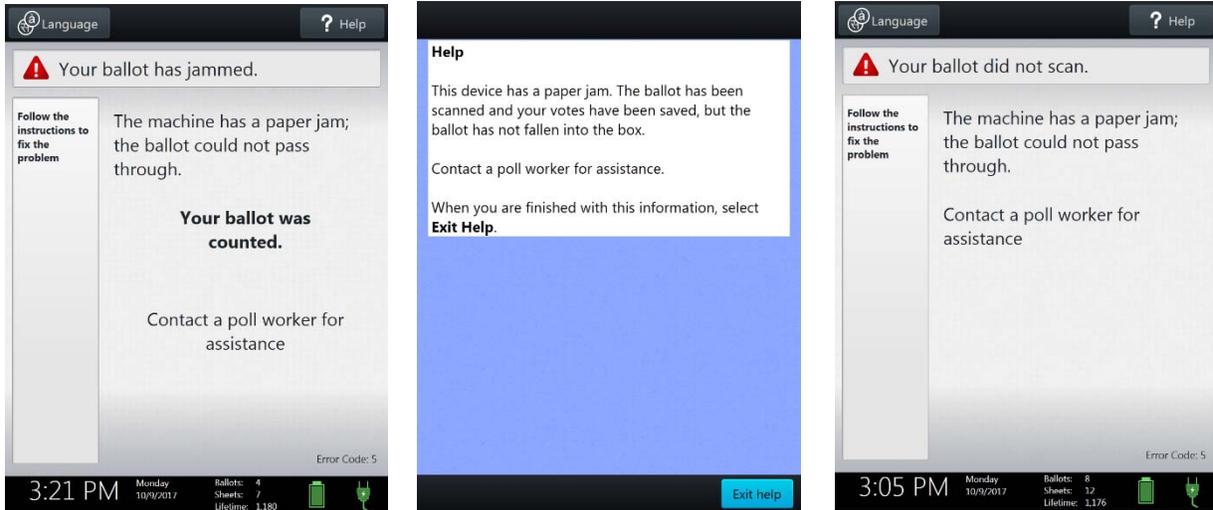
1.1.F.4 In the event of a ballot jam, the ballot track shall be easy to clear.

Verity Scan complies with this requirement. Paper Jams are easily resolved on Verity Scan.

- If the ballot is still visible:
  - Pull the jammed ballot out of the scanner feed path. The device resets automatically and is ready to accept ballots.

- If the ballot has jammed inside:

  1. Check the display to confirm if the ballot was counted or not.

  2. Open the back compartment door on the ballot box and physically clear the jam.

  or

  - Restart the machine. The rollers will reverse upon reboot to clear the scan path. Note: The rollers will be attempting to clear the scanner path for a few seconds after the jam has occurred and that may clear it without the need to restart.

1.1.F.5 Voting system components shall be transportable, without damage to internal circuitry.

All Verity Voting system components are easily transportable and include durable, protective containers.

Verity Scan and Verity Touch Writer include compact and durable integrated storage cases for secure, easy transportation and storage. In addition to the convenient carrying/storage case that is an integrated part of the Scan design, corrugated plastic cases are available for transportation and storage.

The rugged Verity Ballot Box folds to just 6 inches thin for easy transportation and storage. A sturdy canvas bag is also available for transporting and storing the Ballot Box.

The lightweight Voting Booth includes a heavy canvas bag for protection during transport and storage.

1.1.F.6 Voting system components shall provide a method for immediately detecting a malfunction.

Verity Voting devices display plain language warnings for system-level alerts and/or malfunctions. Verity Voting devices do not lose or corrupt any recorded data in the event of a sudden power failure. If applicable, Verity Voting devices display the action to take in response to an error condition. If the error caught by the device cannot be resolved by user interaction, a message displays to contact the Hart Customer Support Center or return the hardware for repair as applicable.

1.1.F.7 Voting system components shall prevent the loss of data during the generation of reports.

The Verity Voting system includes features to ensure that data is protected **at all times**, including during generation of reports.

For reports generated by Verity Scan, there is protection against hardware failures and attempts to corrupt the device application. The voting device components run continuous background monitoring to ensure the integrity of the executable firmware. Firmware is stored internal to the device in non-volatile memory along with a verification table that provides a cyclic redundancy check (CRC) code for each of several code sections. When code execution begins, an operating system task performs a CRC calculation of each code section. The system is halted with a failure message if the calculated CRC does not match the expected value from the verification table. This verification operation is performed continuously while the system is active and provides protection against hardware failures and attempts to corrupt the device application.

For the entire Verity system, including the Verity Count tabulation and reporting application, Verity's best practices for data security also include:

- Only verified components can be executed.
- Intrusion detection – physical and application security.
- Flexible, strong role management.
- Data is signed to verify source.
- Two-factor authentication.
- NIST-compliant encryption.
- Redundancy, randomization of cast vote records.

Verity employs a "defense-in-depth" strategy, whereby security architecture and code is reused by all applications (including the Verity Count tabulation and reporting application) whether on the desktop or on voting devices. In this manner, Verity security covers physical, electronic, software and policies for Verity customers, across the system.

Throughout the system, the code implements controls for:

- Authorization
- Authentication
- Auditing
- Non-repudiation
- Validation
- Tamper resistance/evidence

Verity implements an AAA security model separate from the host operating system and the jurisdiction's infrastructure. This includes role-based access control (RBAC). Verity Build, Central, and Count are physically separated from the intranet and extranet in order to reduce network-based risks.

All Verity data, including logs, cast vote records, and election definitions, are digitally signed using FIPS 140-2 SHA-2 NIST approved methods to ensure non-repudiation. These methods include implementing a local network that is not connected to other office or public networks, role-based access control (RBAC) user accounts, and two-factor authorization for critical actions. Finally, all Verity Voting software applications are installed on PC workstations in a "kiosk mode" setup that does not allow users direct access to the operating system.

The following methods restrict access to data and programs on the voting system so that they are only accessible to authorized personnel.

- Authentication is internal to Verity.

  - User accounts and passwords are managed by Verity.

  - Account management is not part of an application.

- Authorization is role-based:

  Each user has a role.

  - Each independent operation is authorized by the system based on role.

  - RBAC.

  - NIST-approved security pattern.

  - All user and system actions are logged and auditable.

1.1.F.8 The tabulator backup battery shall be continually charged while the unit is plugged in.

While the Verity Scan operates on AC power (i.e., while the unit is plugged in), any installed charged batteries will not have any measurable depletion of power. Verity Scan includes an internal, rechargeable 10.8V, 6.7A-hr Lithium-Ion (Li-Ion) battery as a backup to 120VAC main power. The battery is capable of providing backup power for a minimum of two hours. While one battery is in use, an extra battery can be recharging at a nearby electrical outlet, ensuring a reliable source of continuous power for the unit. In case of battery failure, poll workers can simply replace the battery – not the entire device.

Batteries for the Verity devices are charged through the use of an external charger, not within the device. This was a conscious design decision, as "trickle charging" Lithium-Ion batteries while inside the device degrades the battery and reduces its capacity and lifetime.

Verity provides two types of external battery chargers for Verity devices: a one-bay charger and a six-bay charger.

The **one-bay charger** is commonly used in the polling place as a spare battery, if desired (e.g., one battery in the device, with a spare on the external charger). In this use case, having an external charger and an extra battery is a "small-footprint" method to ensure continuous device availability in the polling place.

The **six-bay charger** is most often used in the warehouse to charge batteries after elections and during pre-election setup.

The Contractor's recommended procedure is to remove the battery from each tablet after the election. This allows warehouse personnel to charge any depleted batteries to the recommended 40 percent charge and to easily check each battery every few months to see if it needs some additional charge, maximizing battery longevity and performance.

It takes four hours to charge a Verity Scan battery that has no charge. Batteries for the Verity devices (Scan and Touch Writer) are universal and are interchangeable. The batteries also include a battery condition indicator that is visible to election inspectors

When an election is approaching, the six-bay chargers allow warehouse personnel to easily charge all the batteries to 100 percent before they are installed in the tablets. Verity's design, through the use of the six-bay chargers, uses a small warehouse footprint to charge the batteries.

1.1.F.9 The Contractor shall indicate the amount of backup battery life (i.e., number of hours) in the event of a power outage. Proposals shall indicate if there is a difference in battery usage for a tabulator in use vs. a tabulator at rest.

Verity Scan includes an internal, rechargeable battery capable of providing backup power for a minimum of two hours. The device includes a battery indicator icon that provides election judges or officials the status of the current battery state. The battery supports 500+ charging cycles.

While the unit is plugged in, the battery does not discharge power.

1.**1.F.10** The backup system shall remain in operation during power surges or other abnormal electrical occurrences.

As part of the VVSG testing required for all polling place devices, Verity Touch Writer and Verity Scan devices underwent stringent testing to ensure protection from power surges or other abnormal activities, including:

- **During power surges**. IEC 61000-4-4 Electrical Fast Transients (Burst) and IEC 61000-4-5 AC Surge (Lightning Surge) and IEC 61000-4-11 Electrical Power Disturbance (which includes power interruptions, brown-outs and over voltages)

- **Abnormal Electrical Occurrences.** AC dropouts and interruptions à IEC 61000-4-11 Electrical Power Disturbances.

IEC 61000-4-4 (2004-07) Ed. 2.0	Electrical Fast Transients (Burst)	a. ±2kV on external power lines (both AC & DC) b. ±1kV on all INPUT/OUTPUT lines (signal, data and control lines) longer than 3 meters c. Repetition Rate for all transient pulses will be 100 kHz	shall be able to withstand, without disruption of normal operation or loss of data
IEC 61000-4-5 (1995-02)	(Lightning) AC Surge	a. ±2 kV AC line to line b. ±2 kV AC line to earth c. ±0.5 kV DC line to line >10m d. ±0.5 kV DC line to earth >10m e. ±1 kV I/O sig/control >30m	shall be able to withstand, without disruption of normal operation or loss of data
IEC 61000-4-11 (1994-06)	Electrical Power Disturbance	a. Voltage dip of 30% of nominal @10 ms b. Voltage dip of 60% of nominal @100 ms & 1 sec c. Voltage dip of >95% interrupt @5 sec d. Surges of +/-15% line variations of nominal line voltage e. Electric power increases of 7.5% and reductions of 12.5% of nominal specified power for a period of up to four hours at each level	shall be able to withstand, without disruption of normal operation or loss of data

1.1.F.11 The backup system shall engage immediately with no loss of data in the event of disruption of electrical connection or failure of battery backup. In the event of the failure of a unit, the system shall retain a record of all vote totals accumulated prior to failure.

Verity Scan complies with these requirements.

1.1.F.12 The Contractor's system shall have the capability of generating exportable backup files for offsite storage.

The Verity Voting system supports archiving of the selected election, creating a backup of data from the database without causing a change of election state. The archive takes a full snapshot of data associated to the election ID from the database into a zipped file. This zipped archive includes all data in specific formats with content "as is" at the time of archiving. The archived data is system-based, and only capable of being restored to that specific system. (A "system" is all Verity components installed on a workstation.)

1.1.F.13 The Contractor's system shall automatically adjust for changes due to Daylight Savings Time (DST).

No. Contractor's customers appreciate the ability to change date/time settings at any time; without the limitation of depending on automatic changes. With Verity, setting the date/time is part of the election checklist.

CATEGORY G. SECURITY

1.1.G.1 The Contractor's system shall permit the diagnostic testing of all of the major system components.   Proposals shall document all types of automatic diagnostic tests that are available to be run before the opening of the polls and while polls are open.

Verity Scan and Verity Touch Writer perform diagnostics at every boot and reports these diagnostics on the Power-On Self-Test Report that prints automatically at every boot.

The voting device components run continuous background monitoring to ensure the integrity of the executable firmware. Firmware is stored inside the device in non-volatile memory along with a verification table that provides a cyclic redundancy check (CRC) code for each of several code sections. When code execution begins, an operating system task performs a CRC calculation of each code section. The system is halted with a failure message if the calculated CRC does not match the expected value from the verification table. This verification operation is performed continuously while the system is active and provides protection against hardware failures and attempts to corrupt the device application.

Both the commercial scanners and the PCs run self-tests upon startup and report results in the event of an error. In addition to these startup tests, Central allows the user to run a test scan at any point in the process to validate that the scanner is functioning properly.

1.1.G.2 The Contractor's system shall ensure that each voter's ballot is secret and the voter cannot be identified by image, code or other methods.

Please see Contractor's response to requirement **1.1.A.24 above**.

Attachment 1.2 Voting System ELECTION MANAGEMENT SYSTEM (EMS) SOFTWARE Technical Requirements

CATEGORY A. ELECTION MANAGEMENT SYSTEM (EMS) GENERAL REQUIREMENTS

For each listed requirement, the Contractor shall provide a detailed description demonstrating how the EMS fulfills each requirement. The Contractor's EMS shall:

1.2.A.1 Be designed to operate in a Windows environment (at a minimum Window 7) and have the ability to adapt to upgrades in operating systems.

Verity operates in a Windows 7 environment and was designed for adaptability. For an election solution to remain viable over its years of use, it must be able to adapt to accommodate changes. When we designed Verity, adaptability was one of its core values, and from the outset we consciously sought to architect a platform that will be extended in the future.

1.2.A.2 Be designed with several levels of security to detect/resist hacking and unauthorized access and use. Security patches must be released as deemed necessary by the manufacturer, with prompt written notification to the State.

From the outset, security has been a core design goal for Verity. Throughout the design, development and testing process for this system, t Contractor has been able to leverage the newest, most up-to-date technologies and best practices for security.

Contractor will release security patches as deemed necessary, and will promptly provide written notification to the State.

Verity's best practices for security include:

- Secure BIOS ("verified boot software").

- Only verified components can be installed.

- Only verified components can be executed.

- Intrusion detection – physical and application security.

- Flexible, strong role management.

- Data is signed to verify source.

- Two-factor authentication.

- NIST-compliant encryption.

- Redundancy, randomization of cast vote records.

Security Patches

Contractor will release security patches as deemed necessary, and will promptly provide written notification to the State.

Intrusion detection – physical and application security

Verity employs a "defense-in-depth" strategy, whereby security architecture and code is reused by all applications, whether on the desktop or on voting devices. In this manner, Verity security covers physical, electronic, software and policies for Verity customers, across the system.

Throughout the system, the code implements controls called for in the requirements for:

- Authorization

- Authentication

- Audit

- Non-repudiation

- Validation

- Tamper resistance/evidence

Verity implements an AAA security model separate from the host operating system and the State's infrastructure. This includes role based access control (RBAC). Verity Build, Central, and Count are physically separated from the intranet and extranet in order to reduce network-based risks.

All Verity data, including logs, cast vote records, and election definitions, are digitally signed using FIPS 140-2 SHA-2 NIST approved methods to ensure non-repudiation. These methods include implementing a local network that is not connected to other office or public networks; RBAC user accounts, and a 2-factor authorization for critical actions. Finally, all Verity Voting software applications are installed on PC workstations in a "kiosk mode" setup that does not allow users direct access to the operating system.

The integrity of critical operating system files is protected by:

- Implementation of the Enhanced Write Filter features of Windows 7 embedded to prevent changes

- A system validation tool feature that allows users to verify the hashes on critical files of the operating system

- A secure BIOS on polling place devices that ensures the system will only boot into the authentic Verity environment.

Access to data and programs on the voting system components is restricted so that they are only accessible to authorized personnel, as follows:

- Authentication is internal to Verity.

  - User accounts and passwords are managed by Verity.

  - Account management is not part of an application.

- Authorization is role-based.

  - Each user has a role.

  - Each independent operation is authorized by the system based on role.

  - Role Based Access Control (RBAC)

  - NIST-approved security pattern

- Verity Key, a secure electronic "token," serves two functions

  - The physical token, which is similar in appearance to a USB device, provides secure transport of secret information such as keys for digital scanners.

  - Two-factor authentication at critical points in the election workflow – Verity Key represents "something you have" (the physical security device) and it requires "something you know" (a passcode).

  - Each Key is associated with a single election.

  - All user and system actions are logged and auditable.

Secure Device Configuration

To securely access the Verity Scan or Verity Touch Writer touchscreen interface to configure the device for an election, the user must have access to the passwords that have been designated for the election and to the appropriate Verity Key.

The Verity Key is a two-factor authentication device used to secure access to critical functions throughout the election. Two-factor authentication means that users must have the physical Key device (similar to a USB token) and must know the passcode associated with the physical security device. This electronic device is required for access to secure functions.

Once the device is configured for the election, the poll workers must know the password configured for the election in order to perform administrative functions such as opening and closing the polls.

Secure Vote Scanning, Recording, and Tabulation

Verity Scan scans two-sided ballots and multiple-page ballots while recording the event as one ballot cast. To preserve the security and multi-sheet feeding protection capabilities of the system, ballots that have content on only one side include security barcodes on the blank side of the sheet. In addition to the public counter that indicates the number of ballots cast for the election on the Scan device, Scan provides a sheet counter that indicates the number of sheets that have been scanned on the device for that election.

Verity Central ensures that only those ballots styles specific to the current election are recorded and tabulated.

Verity Central rejects ballots that are not printed for the election that is currently defined and open on the system. The election identifier is embedded into the security barcodes on the ballots. Verity Central checks this election identifier on each ballot that is scanned and rejects any ballots that do not contain the correct election identifier.

Secure Access

Multiple security mechanisms prevent the modification of software or internal configurations at all times, and all Verity Voting software applications are installed in a secure "kiosk" mode that disallows user access to the operating system of the workstation on which the application is installed.

Verity user roles adhere to the principle of least privilege.

Verity requires that all users have unique login credentials including but not limited to a unique username and unique password. Verity password complexity and login rules are configurable by the election official administering the system.

Secure Ballot Layout and Election Configuration Data

Ballot layout and election configuration data is secure from unauthorized modification or copying of such data. Verity implements an AAA security model separate from the host operating system and the local entity's infrastructure. This includes role-based access control (RBAC). Verity Build, Central, and Count are physically separated from the intranet and extranet in order to reduce network-based risks.

All the data, including logs, cast vote records, and election definitions, are digitally signed using FIPS 140-2 SHA-2 NIST approved methods to ensure non-repudiation. These methods include:

- Implementing a local network that is not connected to other office or public networks.

- RBAC user accounts and a 2-factor authorization for key actions.

- Kiosk setup that does not allow users direct access to the operating system.

The integrity of critical operating system files is protected by:

- Implementation of the Enhanced Write Filter features of Windows 7 embedded to prevent changes.

- A system validation tool features that allows users to verify the hashes on critical files of the operating system.

- A secure BIOS on polling place devices that ensures the system will only boot into the authentic Verity software environment.

Secure Data Transmission

Cast Vote Records are digitally signed to allow for validation of the data and are written to vDrives in Verity Scan devices, or in the Verity Central system for AVCBs. The vDrives are then transported to the election center for use in Verity Count. Once the CVRs are written to the vDrive, they cannot be written again.

If the vDrive to which the CVRs were written is lost, Verity Scan or Verity Central can create a Recovery vDrive that can be read into the Count application.

Our solution for Michigan also includes Verity Scan with the Relay option, which will utilize secure broadband technology to enable transmission of cast vote records directly from the Scan device at the polling place to the election office. From the Relay receiving host at the election office that receives the CVR data, the data is written to a vDrive, which is then used to physically transport the data to the Count tabulation and reporting software. This method creates a secure "air gap" for transmission of CVR data.

Verity Scan with Relay includes the security features employed by all Verity Voting system components described in this section, including use of FIPS-compliant encryption and digital signatures for authentication. Access to specific software components related to data transmission is controlled by user-configurable role-based authentication, and access to the compartment in the Verity Scan device that houses the modem is protected by a keyed lock.

More information about Verity Scan with Relay is included in Contractor's response to requirement **1.1.A.1**, in **Attachment 1.1 Hardware**.

Secure Destruction of Data

Contractor utilizes several data destruction firms when disposing of electronic-based media or paper-based media in which data security is a concern.

Training for Security

Hart's training courses for system operators and election officials includes security topics. Physical, device configuration and data transfer security topics are covered in the following courses:

- Service and Maintenance

- Polling Place Operations

- Management and Best Practices.

- Train-the-Trainer course for training trainers who will, in turn, train poll workers.

- Verity Central course for High Speed Scanner operators and resolution board members.

Security Patches

Contractor will release security patches as deemed necessary, and will promptly provide written notification to the State.

1.2.A.3 Include an operational support plan for the EMS software for security patches, bug fixes and regular Maintenance Releases. The Contractor shall provide information with respect to the Bidder's projected response times to:

- Synchronize and implement a regular Maintenance Release, after the Maintenance Release is posted.

Maintenance releases and software updates are provided per the Software License Agreement. After a software update is available, the customer and Hart will determine the best timeframe (to avoid unnecessary impacts on upcoming elections) and distribution plan for the software update. (See **Schedule A, Statement of Work, Section 1.6 Service and Maintenance**; and **Schedule B Software License Agreement.)**

- Provide bug fixes in a timely manner. Contractor should provide an expected response timeline for different bug severity levels (e.g. Critical bug fix within 1 week, non-critical – next patch period etc.).

Bug fixes will be provided in a timely manner per the Statement of Work and Software License Agreement. If true critical bug fixes are necessary, corrections will be available for the next election cycle, depending on certification timelines and impacts.

- Provide security patches within no more than 72 hours of release.

Contractor will meet this requirement. Security patches are rarely necessary since Verity employs white listing software that restricts the programs that can be executed.

Contractor's general release strategy is built on the foundation of baseline systems that go through EAC certification. Accordingly, the complexity of making additional modifications to certified systems means that follow-on releases generally aim to consolidate substantial numbers of value-added features and enhancements (in addition to bug fixes), rather than following a more incremental plan of frequent "patches" – particularly because the installation of "patches" and bug fixes can be disruptive to jurisdictions and users of voting systems. Upgrades do incorporate bug fixes based on Contractor's continued quality assurance and on customer feedback. Customer support is enhanced and cost and complexity is reduced when most users, nationwide, can be on the same software code base. Contactor offers a variety of options for upgrading Verity Voting software. During the upgrade process, it is not required that Contractor personnel be onsite to install software. The computers that the software runs on have easily removable, sled-nested hard drives. These hard drives can be removed from the computers and sent to Contractor for software upgrade, at which time Contractor would perform the upgrade and return the hard drives back to the customer. Alternatively, Contractor personnel or the customer can perform the upgrade on site.

Voting unit firmware is upgradeable by replacing a removable CFAST memory device, on which the firmware resides. Contractor personnel would perform this service on site.

1.2.A.4 Implementation of security upgrades/patches will be available for the life of the contract, with specific plans for each upgrade/patch determined by mutual agreement by the Contractor and State.

Contractor will comply with this requirement. Please see **Schedule A, Statement of Work, Section 1.6 Service and Maintenance**; and **Schedule B Software License Agreement**.

1.2.A.5 Allow system administrators to establish different levels of user permissions.

Verity employs Role Based Access Control (RBAC). Access to voting system data, programs, and components is restricted so that they are only accessible to authorized personnel. Authentication is internal to Verity. User accounts and passwords are managed by Verity and are set by Verity system administrators. Authorization to access voting system components and to perform specific operations is role-based; each user has a role based on the level of access they need.

1.2.A.6 Permit routine users access to the application without requiring administrative privileges on the PC operating system.

Authorization to access voting system components and to perform specific operations is role-based, and account management is governed separately from typical software application functions. Each user has a role based on the level of access they need, enabling users to access components they need – and **only** those components.

1.2.A.7. Require all users to have a unique login credentials (username and password).

Each user is required to have a unique username and password.

1.2.A.8 Secure the ballot layout and election configuration data to prevent unauthorized modification or the copying of such data.

Ballot layout and election configuration data is secure from unauthorized modification or copying of such data. Verity implements an AAA security model separate from the host operating system and the State's infrastructure. This includes role-based access control (RBAC). To reduce network-based risks, Verity Build, Central, and Count are physically separated from the intranet and extranet. The Verity Data workstations can be additionally configured to be part of the State's access control infrastructure.

All the data, including logs, cast vote records, and election definitions, are digitally signed using FIPS 140-2 SHA-2 NIST approved methods to ensure non-repudiation.

These methods include:

- Implementing a local network that is not connected to other office or public networks

- RBAC user accounts and a 2-factor authorization for key actions

- Kiosk setup that does not allow users direct access to the operating system

- The integrity of critical operating system files is protected by:

    - Implementation of the Enhanced Write Filter features of Windows 7 embedded to prevent changes

    - A system validation tool features that allows users to verify the hashes on critical files of the operating system

    - A secure BIOS on polling place devices that ensures the system will only boot into the authentic Verity software environment.

1.2.A.9 Allow manual data entry for election setup and ballot layout.

Jurisdiction- and election-specific data can be manually entered in Verity Data, and election settings can be manually entered in Verity Build.

1.2.A.10 Securely encrypt election configuration data to be exported to the tabulator and accessible voting system component(s) per the 2005 VVSG recommendations.

Ballot layout and election configuration data is secure from unauthorized modification. Verity employs digital signatures to protect election data, cast vote records, and audit logs from modification; digital signatures provide both tamper evidence and non-repudiation. The VVSG 2005 requires encryption only for transmission across telecommunication networks or wireless communication, and the Relay option for electronic transmission from Verity Scan complies with these standards.

1.2.A.11 Contractor shall identify all software components utilized by the EMS system, including customized vendor software, as well as others (e.g., Adobe) included and utilized by the overall EMS package.

Hart components of the VVSG 2005-compliant Verity Voting system are as follows:

- **Verity Data** – ballot design software

- **Verity Build** – election definition software

- **Verity Central** – high-speed scanning software, for Absent Voter Counting Boards

- **Verity Count** – tabulation and reporting software

Third-party software

Verity is provided as a turnkey computing system with all required third-party software preinstalled by Contractor. All third-party components used are integrated into the Verity software and cannot be accessed outside of Verity. Local entities are not required to add or maintain any software components.

HART SOFTWARE COMPONENTS – DETAILS

Verity Data – election data management software

Verity Data is software tool used to prepare election data and produce XML files in a format that is suitable for import into Verity Build election definition software, described below. Verity Data can also accept import files that have been converted, or "translated" from Michigan's QVF format, through the use of an automated data integration tool.

Verity Data accepts jurisdiction- and election-related data through a highly usable interface, enabling users to design ballot layouts and display previews of how ballot styles will look in the Verity Voting system. Ballot layout formats support best practices authored by EAC/AIGA Design for Democracy styles, as well as recommendations from the Brennan Center for Justice. To ensure system security, Verity Data is always installed on a workstation separate from certified voting workstations, thereby preserving an "air gap" at all times.
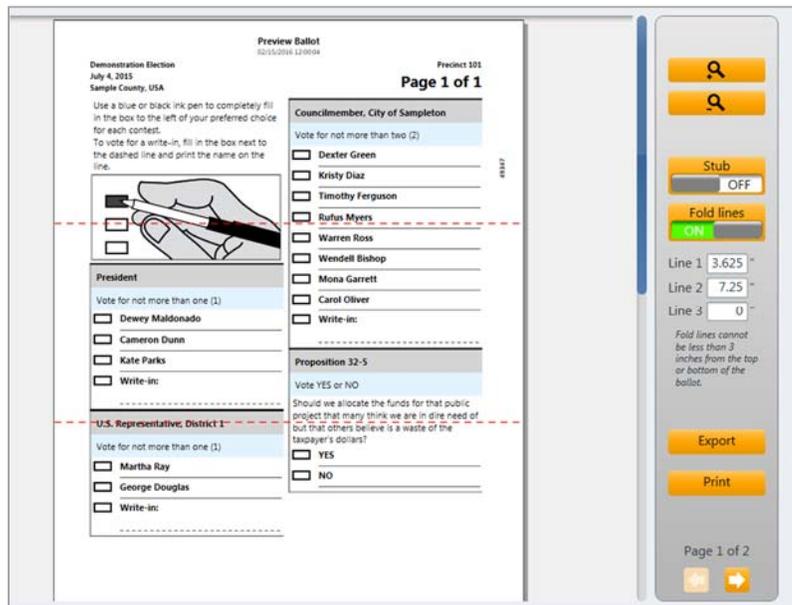
Verity Build – election definition software

Verity Build is the Verity Voting software application that enables users to define (or "lock down") ballot styles, and generate and deploy election definitions. Verity Build employs a unique design that was specifically built to accommodate the integration needs of large jurisdictions or statewide implementations. Instead of forcing users to manually input data through a user interface, Build provides choices: the software application can accept properly-formatted XML imports that include data from a variety of other software sources, including statewide management tools, or Hart-designed tools such as Verity Data, described above.

In addition to producing paper and electronic ballot styles, Build allows users to program voting device behavior in a variety of ways. After ballot generation, Build electronically writes the election data file (including all ballot styles) to portable flash media called vDrives, which can then be deployed for a variety of different voting types, including polling place voting with Verity Scan and Verity Touch Writer, or central scanning (for AVCBs) with Verity Central. After generating election definitions, Verity Build can also print ballots or output them electronically for third-party printers. Verity Build is scalable, to accommodate multiple networked ballot printing client workstations, if desired.
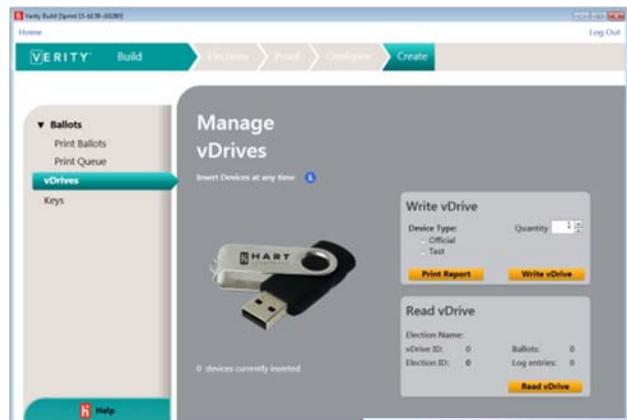
Verity Central – high-speed scanning

Verity Central is the software application that provides high-speed scanning of AVCB ballots with a commercial Canon scanner.

Every aspect of Verity Central is designed for efficiency, fast throughput, and a high degree of transparency in working with scanned ballot images. Verity Central is also scalable, to accommodate multiple networked scanning client workstations, if desired.

Verity Central's onscreen digital adjudication features are especially powerful and noteworthy. Instead of forcing users to outstack and hand-count ballots with questionable voter marks, with Verity Central, ballots with questionable marks can be adjudicated through an onscreen adjudication process. This process color-codes contests with marks that require attention (e.g., overvotes, undervotes, invalid marks, blank ballots, etc.) and allows authorized users to determine the disposition of unresolved marks without needing to handle the original marked

ballot or re-make and re-scan outstacked ballots. In this way, Verity Central greatly boosts efficiency and accelerates reporting of results.

Verity Central also supports robust auditability, with filterable ballot image searches and access to original and annotated ballot images. When all ballots have been scanned and resolved, Central writes Cast Vote Records to vDrive portable flash media. Votes can then be tabulated in Verity Count tabulation and reporting software.

It is important and helpful to note that Verity Central does not tabulate votes – it simply scans and records Cast
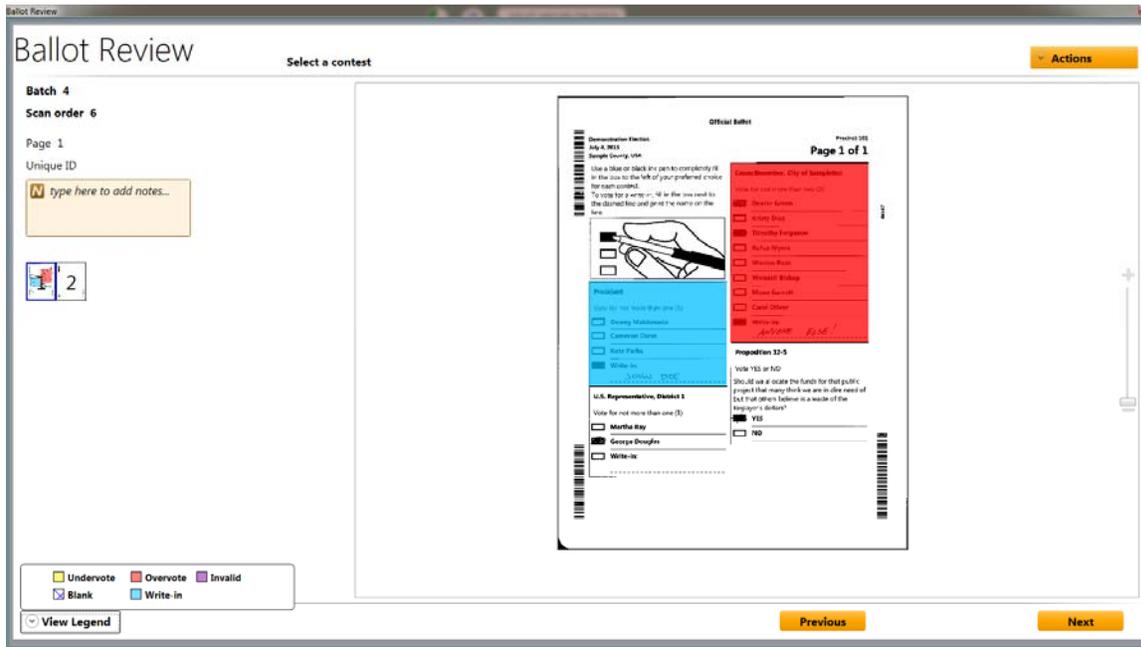
Vote Records. This allows jurisdictions to begin scanning before the close of polls on Election Day, thereby greatly accelerating results reporting.

Verity Count – accumulation (tabulation and reporting) software

Verity Count is the Verity software application that tabulates and reports Cast Vote Records stored on flash memory modules (vDrives). Verity Count also provides reporting capabilities for a wide variety of system information gathered from other voting system components. vDrives inserted into the Verity tabulation workstation can contain polling place votes from Scan devices, or AVCB votes from Verity Central. Although Verity Touch Writer ballot marking devices do not store votes, their vDrives can also be read into Count to access device audit log information.
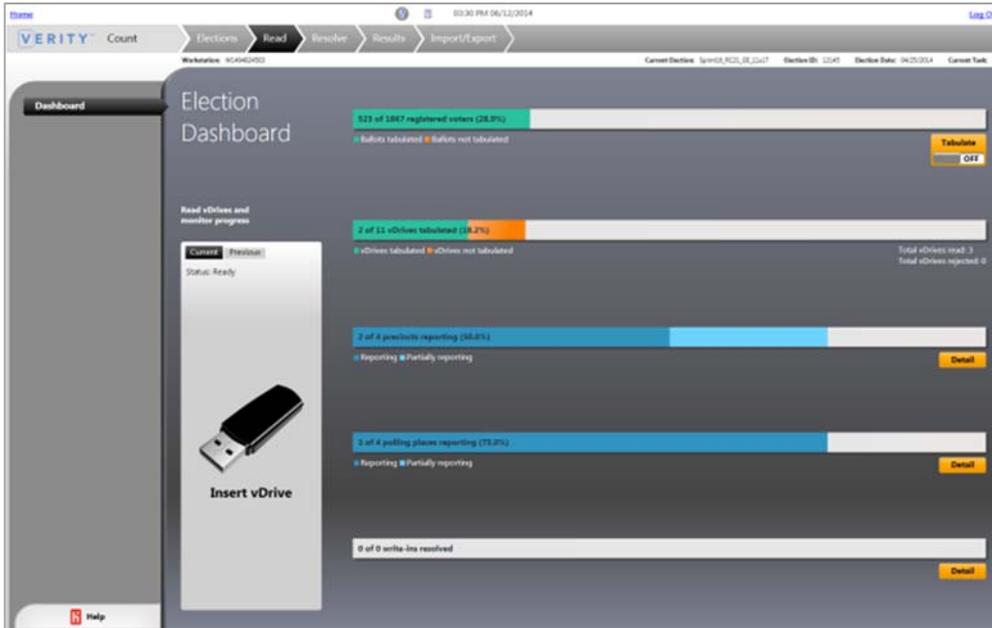
Once the vDrives have been read and tabulated, Count can produce a variety of standard and customized reports. Verity Count can be used in conjunction with, and as a supplement to, polling place reporting of precinct results, and as an additional consolidation and auditing tool (because Verity Count receives audit records from all voting devices).

Verity Count also includes intuitive, easy-to-use dashboards to monitor progress on Election Night, or to perform post-election audits, in a highly filterable way.

Third-party software components

Verity is provided as a turnkey computing system with all required third-party software preinstalled by Contractor. All third-party components used are integrated into the Verity software and cannot be accessed outside of Verity. Local entities are not required to add or maintain any software components.

1.2.A.12 Be capable of creating and defining ballot styles and contest rules in accordance with Michigan Election Law, Promulgated Rules and Ballot Production Standards.

Contractor has performed a close review of Michigan Election Law, Promulgated Rules, and the Ballot Production Standards. Based on Contractor's understanding of these requirements, Contractor is confident that Verity Voting system can meet the State's needs in ballot design, different election types (closed primaries, open primaries, general elections), pre-election testing, rotation, and recount capabilities, among others. Contractor will also work closely with the State to make any additional optimizations or modifications to current procedures based on the capabilities of the Verity system, particularly if greater efficiencies can be realized, compared to the rules devised for the State's current voting system.

Verity Data enables users to define ballot styles that meet the specified requirements. During the pre-voting ballot programming and formatting phase, Verity Data and Verity Build support ballot templates that permit a wide array of user-definable customizations, including variable numbers of columns, nuanced controls over the placement of ballot elements, different styles of rich text formatting, and support for images and background shading. This wide array of customizations allows more user control and greater ballot design efficiencies that can obviate the need for longer ballots or multiple ballot pages (both of which can also contribute to higher costs).
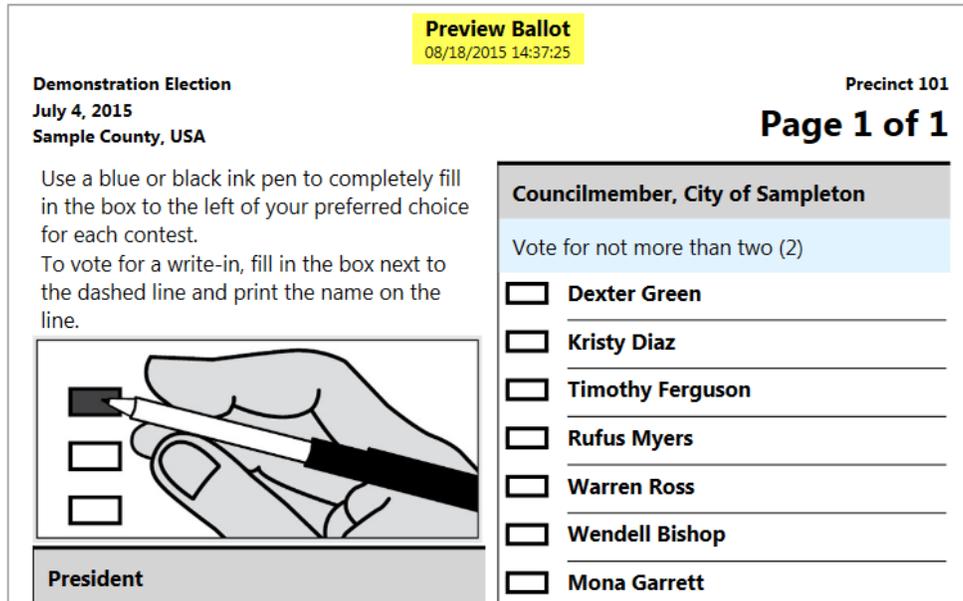
1.2.A.13 Be capable of translating the ballot layout and election configuration to multiple languages (in Michigan, Spanish and Bengali are required). Proposals shall indicate current non-English languages that are supported by the proposed system and describe the process for adding other languages not currently supported.

Verity Voting currently supports English and Spanish. Although Verity does not currently support Bengali, Verity was designed with the capability to support multiple languages, including English, non-English languages using a Western European font, and ideographic languages. The system's capability to support new languages in the future, including Bengali, is based upon architectural features associated with template design, character sets, audio, and features that accommodate updates to data. These features are described below more fully.

Templates

Using EAC/AIGA Design for Democracy templates as a starting point, Verity's paper ballot formats and electronic formats offer similar templates designed to be consistent in all languages, whether the language is currently supported, or whether it is a language to be added in the future.

Characters

Because Verity uses Unicode for ballot information, the system architecture allows a wide range of characters to be represented, including ideographic languages such as Bengali.

Audio

Ballot audio is recorded by the user and therefore is not restricted to any specific language or set of languages.

Data update capabilities

Adding new languages to Verity requires no hardware changes. Minor software changes would be required to add new languages, and is possible due to the following capabilities:

- The operating system accommodates the addition of new fonts.

- The database accommodates the addition of new languages to the database table.

- The character set validation accommodates the addition of new character ranges.

- The database accommodates the addition of new predefined voting system text and audio content (accommodating text files and audio content would be added).

Alternative languages are available on Verity Touch, the Accessible Voting device. Regardless of whether a voter has a disability, the first screen every voter views (or hears, if using the audio interface) is the language selection screen (if more than one language is required). The language selection screen remains available throughout the voting process. All displayed content is also available through the audio interface.

In addition, printed ballots are available in all supported alternate languages and can be printed separately or in a bilingual format.

All alternative language translations and audio recordings are done in the Verity Data software application. Jurisdictions that opt to purchase the full EMS solution will be able to translate texts and record audio directly in the user interface of the Verity Data software application. Jurisdictions that rely on Hart's Ballot Production Services will have those translations and audio recordings done by Contractor. In the latter instance, Hart will always provide translation and audio proofs for signoff.

The process for managing alternative languages and audio files is integrated into the overall workflow of the Verity EMS; it is not a separate process that requires parallel paths or rework. Verity Data and Verity Build manage all data for the entire election and for all components in one holistic, efficient workflow.

1.2.A.14 Export election data elements and election configuration data to removable memory devices and either a LAN or wireless network; data elements must include but not be limited to:

a. the sequence of candidates for each contest;
b. the ballot issue;
c. the contest title;
d. the contest number;
e. the office name and district, if applicable;
f. the number of votes for a candidate or ballot issue;
g. the number of votes against a ballot issue or other contest where applicable;
h. the number of votes for candidates and/or issues by legislative, congressional or election district where applicable;
i. the number of ballots tabulated by party for open and closed primary elections;
j. the type of canvass (e.g. precinct, absentee or provisional); and
k. the type of election (e.g. Presidential Primary, Presidential General, Gubernatorial Primary, Gubernatorial General).

The Verity Voting system securely exports all the specified required data to removable memory devices (vDrives). Using vDrives for transferring election configuration data to Verity Scan and, after polls close, CVR data to Verity Central and Verity Count, creates an "air-gap," a non-networked transfer method that provides more secure exchange of election data.

1.2.A.15 Shall be capable of utilizing the State Uniform Data Format (refer to **Exhibit 3 to Schedule A, Michigan QVF Export File Format**)

Verity will be capable of complying with this requirement in a seamless manner, through the use of a file format converter that translates QVF data into formats compatible for import into Verity Data. Data is imported into Verity Data for **both** ballot production **and** for reporting, in one seamless action. This "single channel" approach can increase efficiency and reduce the need for double-work data entry (i.e., through separate and/or parallel paths for ballot definition and reporting). If further customization is required beyond the data structure of the ballot, (that is, if the structure of data for reporting purposes needs to differ from the structure of the ballot) those edits can be accomplished in Verity Count by means of aliases and other customization features that are native to Verity Count.

1.2.A.16 Be capable of storing, maintaining and reloading configurations and data from previous elections.

Data from a previous election can be copied and used as a template which can be modified for the new election.

1.2.A.17 Accumulate election data for each election by precinct, precinct combinations, district, jurisdiction, and statewide.

The proposed solution envisions that local entities (unless specific to contract) will accumulate data for purposes of ENR reporting requirements. The accumulation and tabulation of data at the local entity level will be performed by Verity Count. Verity Count, in turn, can export all results data, and through the use of a data conversion utility, appropriate data desired for statewide reporting can be formatted and uploaded according to the State's needs.

1.2.A.18 Tabulate results for individual groups and integrate the results from selected or all groups into cumulative results.

Verity Count reports allow the user to specify reports by individual reporting groups (i.e., AVCBs, Election Day) or to report all groups together for cumulative results. In addition, Verity Count includes a wide array of user-definable features that allow data to be grouped according to customized needs.

Samples of Verity Count reports are included in Contractor's response to requirement **1.2.E.1**, below.

1.2.A.19 Store tabulated results from each absentee and precinct group as separate totals within a precinct.

Verity can store tabulated results from each absentee and precinct group as separate totals within a precinct.

1.2.A.20 Save election data configurations with election results data on removable storage media for archiving purposes.

Verity complies with this requirement.

1.2.A.21 Export data elements from the election configuration and ballot layout records in the following formats: Extensible Markup Language (.xml) (e.g. Oasis EML and IEEE 1622), Comma Separated Value (.csv), and Microsoft Excel Format (.xls).

The Verity Data election data management application can export pre-voting data in .XML or CSV format. Microsoft Excel can directly import CSV files from Verity Data.

The Verity Build election definition application can export election definition data in XML format.

With respect to Oasis EML and IEEE 1622, based on Contractor's research, the IEEE 1622 committee has not published a format for election configuration and ballot layout records. Oasis EML is general format and needs to be extended for the specific needs of U.S. elections; that is part of the work that IEEE 1622 is doing, but that process has not been completed.

1.2.A.22 Permit the re-upload (updating of previous uploads) of election data results from a tabulator device to the EMS.

The Verity Voting solution for Michigan will include Verity Scan with the Relay option, to allow electronic transmission of cast vote records from Scan devices located in precincts or in AVCBs, via secure broadband technology. If the Verity Relay host station receives transmissions of results from a device (precinct) for which results have already been received, the prior results will be overwritten by the later transmission.

1.2.A.23 Be capable of replicating all election configuration and results data to a redundant system in the event of a hardware or software failure

Verity PCs include RAID disks, which are an automated fail-over for the hard drives. In the event of other hardware failures, the removable hard drives can be manually moved to backup PCs.

In addition, as long as Cast Vote Records are written to vDrives regularly, the vDrives can also serve as redundant storage for the votes.

1.2.A.24 Be capable of exporting election results data in multiple widely used data formats including .mdb, .xls, .pdf, .xml, .html, .csv, .doc, ascii and .txt.

Verity Count produces reports in PDF, CSV and XLSX formats. Additionally, Verity Count produces results reports (cumulative, canvassing, precinct and selected others) in HTML. Given the State of Michigan's ENR reporting needs, which are managed through separate software infrastructure, Contractor will work closely with the State to deliver a tailored solution.

1.2.A.25 Accept transmitted uploads of election results data from the tabulator when deployed for elections at precincts, absent voter counting boards (AVCBs) and elections offices using a Local Area Network (LAN), phone or cellular transmission protocols

The Verity Voting solution for Michigan will include Verity Scan with the Relay option, to allow electronic transmission of cast vote records from Scan devices located in precincts or in AVCBs, via secure broadband technology. Detailed information, including photographs and a diagram of the electronic transmission workflow, is included in Contractor's response to requirement **1.1.A.1**, **Schedule A, Attachment 1.1 Voting System Hardware Technical Requirements**.

1.2.A.26 Accept direct uploads of election results data from the removable memory devices of the tabulator (which may be required when deployed for elections at precincts, AVCBs, and election offices).

Verity complies with this requirement.

1.2.A.27 Only accept uploaded results from removable memory devices specific to the current election.

When a vDrive is read, the application verifies that the Election identifier on the media device matches the Election identifier of the currently open election. If this verification fails, the application notifies the user of the failure and asks the user to remove the device. No Cast Vote Records will be uploaded from the device.

1.2.A.28 OPTIONAL REQUIREMENT: Provide for an automated test deck creation including use of precinct ballots and development of the chart of predetermined results.

Verity Build, Verity's software application for election definition and ballot printing, offers a method to automate ballot printing, including the production of pre-marked test decks for logic and accuracy testing. As an alternative to manually selecting desired precinct styles and quantities from the graphic user interface, Verity Build allows users to automate the printing process by importing a print queue file, which specifies ballots to be printed in batches. The print queue file can accommodate user-specified marking patterns for each contest on the ballots included in the print job.

The print queue file is created in CSV format, using an external spreadsheet program such as Microsoft Excel. Verity documentation includes the specification of the print queue file format, which includes information such as Precinct Name, Split Name, Party (for closed primaries), Ballot Language, Quantity, Ballot Type (Test or Official), and Choice Name.

To produce a pre-marked test deck, users can indicate for each Choice Name in the print queue import file whether the target area for that Choice Name should be marked (**1**) or not marked (**0**).

In summary, by simply producing a CSV file that meets the published format described above, Verity users can upload this information directly into Verity Build, and Verity Build can output the print job (either in hard copy, or to a print-ready PDF file), with the desired choices marked in the pattern specified. In this way, Verity saves users hours – or even days – of tedious labor that might typically be spent hand-marking printed ballots for purposes of logic and accuracy testing.

CATEGORY B. EMS PROGRAMMING

1.2.B.1 Elections shall be county-programmable from initial election definition to printer-ready ballots and ready-to-use tabulator media/memory devices without vendor intervention.

The Verity Voting system is designed to enable elections staff to conduct every aspect of the elections process independently.

For those counties that choose to program their own elections, the Contractor system includes Verity Data election data management software and Verity Build election definition software. These counties will also receive training in how to use these tools to program their elections.

The Contractor allows customers to choose the level of independence that best serves their needs. Contractor's training, implementation, and customer support services are all designed to provide elections staff with the confidence and knowledge they need to conduct elections from start to finish on their own, if they choose.

1.2.B.2 Counties shall be permitted to use third-party programmers (contract employees) at the county's discretion and under county's direction; or utilize other third-party programmers from a list of qualified programmers supplied by the vendor.

The Contractor agrees to this requirement.

1.2.B.3 Recognizing the decentralized nature of Michigan elections, the EMS shall allow State, county and local officials to generate and maintain a database containing the definitions and descriptions of political subdivisions, offices, candidates, and ballot proposals within the jurisdiction for the production of ballots and ballot tabulation programming and election result accumulation and reporting. .

The Contractor agrees to this requirement.

1.2.B.4 EMS shall provide for the accumulation and reporting of votes cast in all elections including multiple precincts, jurisdictions, counties and districts (allow for results to accumulate and report registered voters and results by split).

Among the many reports available from Verity Count is the Cumulative Report, which can include all the information specified in this requirement.

1.2.B.5 EMS shall provide a mechanism to verify the correctness of tabulator programming. The mechanism shall also ensure that the ballot corresponds to the appropriate tabulator program and meets all requirements as prescribed by Electronic Voting Systems - Promulgated Rules and Michigan Election Law.

Verity provides multiple levels of verification for correctness of ballot and tabulator programming through reports, logic and accuracy test functionality, and device settings. All jurisdiction and contest options can be proofed and verified using standard reports from the software and the devices. Verity supports "test mode" functionality, which allows for testing of the election logic and vote capture while ensuring that test results and official results can never be mixed. Additionally, the voting devices are programmed to accept only the associated ballot styles for a particular precinct or polling place.

In addition to Verity's general support of these capabilities, the Contractor has also performed a close review of Michigan Election Law, Promulgated Rules, and the Ballot Production Standards. Based on Contractor's understanding of these requirements, Contractor is confident that the Verity Voting system can meet the State's needs in ballot design, different election types (closed primaries, open primaries, general elections), pre-election testing, rotation, and recount capabilities, among others. The Contractor will also work closely with the State to make any additional optimizations or modifications to current procedures based on the capabilities of the Verity system, particularly if greater efficiencies can be realized, compared to the rules devised for the State's current voting system.

1.2.B.6 Contractor shall describe the method for programming in the case of split precincts. It is preferable to provide data on the number of registered voters and ballots cast by split.

In Verity's data management and election definition software applications, precinct splits are entered as separate precincts on individual line items. (For example, if Precinct 101 is split into A and B splits, 101-A and 101-B are entered as separate precincts.) Then the appropriate contests are assigned to each split, respectively. Paper and electronic formats of the ballot include the precinct label and the split identifier, so voters are always given access

only to the contests that are appropriate for their ballot style. Device settings which are configured before the election allow election administrators to specify whether totals are consolidated, "rolled up" into the parent precinct, or reported down to the separate precinct split level.

1.2.B.7 EMS shall accommodate multiple languages (see requirement 1.2.A.11); system shall allow local election officials the ability to download information from software used to translate information to the appropriate language, or the system should perform translations automatically. Michigan presently uses English, Spanish and Bengali.

Translation information can be imported or copied/pasted into Verity from external applications. Verity does not currently support Bengali. See Contractor's response to requirement **1.2.A.13**.

1.2.B.8 OPTIONAL REQUIREMENT: The State prefers a system that is capable of reading a military/overseas voter (MOVE) ballot into a designated precinct without requiring the duplication of the returned ballot for each precinct in the election. Bidders shall provide detailed information related to the system's capability for meeting this requirement for ballots returned via US mail (current process) or electronically (not currently authorized by law); including any ballot format and other requirements related to an outgoing ballots that is transmitted to a MOVE voter electronically.

While the current version of Verity does not have this capability, Contractor has demonstrated experience with MOVE ballots and are open to incorporating this feature in a future version of Verity.

1.2.B.9 EMS shall be capable of supporting an open primary, closed primary, general election, special/nonpartisan election, statewide special election and any combinations thereof. System shall provide templates (including graphics) for ballot layout to support the above combinations.

Verity supports the election types specified above. Verity Data and Build include pre-defined ballot templates that support all the combinations listed in this requirement, and which permit a wide array of user-definable customizations, including variable numbers of columns, nuanced controls over the placement of ballot elements, different styles of rich text formatting, and support for images and background shading.

Verity currently supports a user's ability to copy new elections from previous "templates," and the system also supports customized templates for various ballot formats. Hart will commit to providing State of Michigan users with standardized templates at no additional charge, based on mutually-agreed upon requirements.

1.2.B.10 Contractors shall provide onsite/offsite/online training at the discretion of state or county on use of software/programming. Vendor shall provide user-friendly software documentation including step-by-step programming/usage guides including graphical depiction of all major steps in programming process.

In the Verity Data Operator training course, elections staff who will work with the Hart Ballot Production Specialist learn how to import data and lay out ballots according to State and local entity guidelines and for the best voter experience.

In the Verity Build Operator training course, elections staff learn how to generate ballot databases and print files for offsite printer(s). Elections staff also learn how to create polling place device media.

On the following pages is a sample section from the *Verity Administrator's Guide*, used during the Verity Build Operator training course.

3

proof ballots

the proof ballots tab

Build > Select Election > **Proof Ballots** > Configure Settings > Create

In the **Proof Ballots** tab, you will check election data for errors, proof ballot content and layout, print reports of ballot data for review, and proof audio recordings. The following menus are available in the Proof tab:

- **Data Validation**: view and print any problems with ballot data.
- **Ballot Preview**: preview each ballot style for content and layout.
- **Reports**: create reports used to proof the ballot data for errors.
- **Proof Audio**: listen to and proof audio recordings.

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data validation

The **Data Validation** menu alerts you of any problems found with the ballot data. If errors are found, the election must be corrected and then re-imported into Build. Select an item from the list to view any validation issues.

A) Click the **+** symbol next to the item to view individual issues; the number of issues is indicated in the rightmost column. Note the following indicators:

⚠ = Warnings. These items should be dealt with before proceeding, but are not required.

❌ = Errors. These items must be resolved before you can continue.

B) Click Print to save or print a report of all issues.
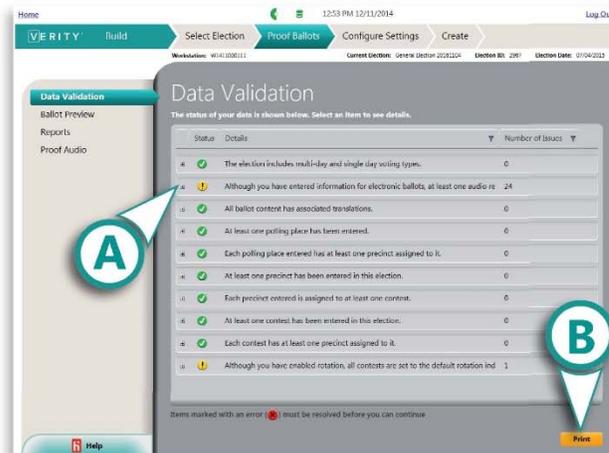
90   proof ballots

ballot preview

In the **Ballot Preview** menu, you will proof each ballot style for content and layout. The ballot preview window contains three sections:

- (**A**) The **Select a ballot** panel
- (**B**) The ballot preview image
- (**C**) The ballot preview toolbar
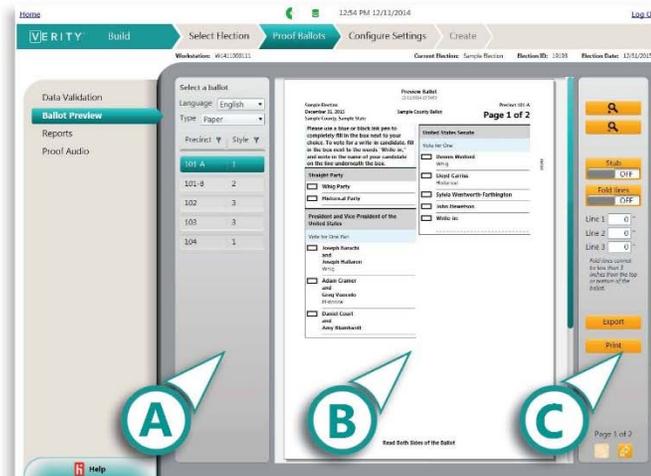
! IMPORTANT: You should proof all ballot styles for content and layout. A ballot style consists of a ballot format containing a specific subset of contests. You should also proof ballots by language & ballot type (paper/electronic).

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ballot preview, *continued*

Selecting a ballot

1 In the **Select a ballot** panel, select the language that you want to proof (if applicable).

2 Select the ballot type to proof (paper or electronic).

Note: *You should proof each ballot style by language and by ballot type.*

3 Select the precinct or ballot style to proof. You should proof at least one ballot of each ballot style, in all languages and ballot types.

4 Click the filter icon in a column header to filter by category.

Select a ballot

Language English

Type Paper

Precinct	Style
101-A	1
101-B	2
102	3
103	3
104	1

92 proof ballots

ballot preview, *continued*

The ballot preview window

The ballot preview window displays the current page of the ballot whose language, ballot type, and ballot style you have selected.

▶ The green sliders on the right and bottom allow you to adjust the view when zoomed in.

93
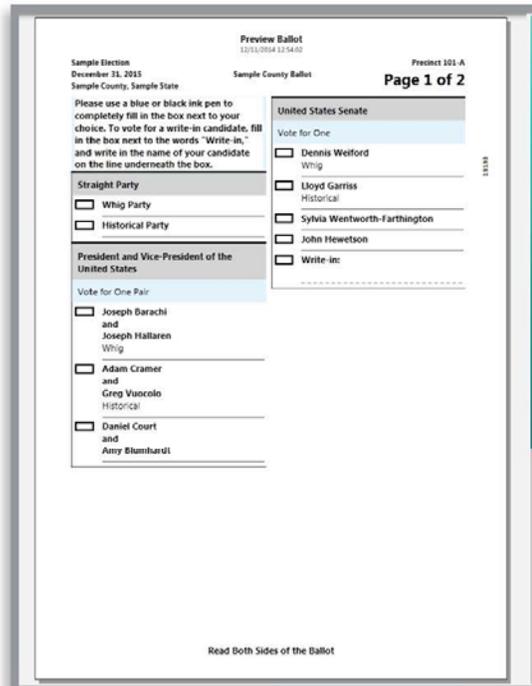
ballot preview, *continued*

The ballot preview toolbar

A) Use the **Magnifying Glass** buttons to examine the ballot in greater detail.

B) Stub slider allows you to see the ballot stub.

C) Fold Lines slider allows you to see where fold lines appear on the ballot. Best practices for fold line placement can be found on page 94. Change fold line positioning by entering values in the boxes below.

D) Click **Export** to export the page preview image to file (PDF).

E) Click **Print** to print the page image.

F) Use the **Page** buttons to view each page of the ballot; be sure to proof all pages.

Stub
OFF

Fold lines
ON

Line 1 5.5 "
Line 2 7.5 "
Line 3 0 "

Fold lines cannot be less than 3 inches from the top or bottom of the ballot.

Export

Print

Page 1 of 2

94 proof ballots
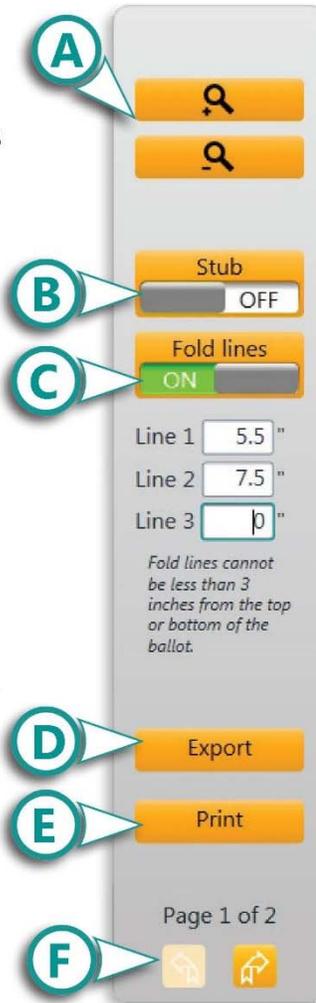
best practices: fold lines

Consider the placement of fold lines when laying out your ballot.

- Don't fold ballots through option boxes and barcodes as dirt may accumulate in the fold.

- Use the minimum number of folds required to fit the ballot into its envelope.

- Be familiar with all of your ballot styles. Some may require a different type of fold than others.

- Avoid excessive folding and creasing.

- Avoid folding against the grain of the paper.

- Avoid any folds occurring just above or below a ballot stub perforation.

1.2.B.11 The Contractor shall demonstrate how data can flow from the State Qualified Voter File (QVF) into EMS and the formats in which data can be imported/exported. Refer to **Schedule A. Statement of Work,** Section 1.5 for additional information.

Yes. The Contractor has demonstrated a proof of concept to illustrate how Verity is capable of complying with this requirement in a seamless manner, through the use of a file format converter that translates QVF data into formats compatible for import into Verity Data. Data is imported into Verity Data for **both** ballot production *and* for reporting, in one seamless action. This "single channel" approach can increase efficiency and reduce the need for double-work data entry (i.e., through separate and/or parallel paths for ballot definition and reporting). If further customization is required beyond the data structure of the ballot, (that is, if the structure of data for reporting purposes needs to differ from the structure of the ballot) those edits can be accomplished in Verity Count by means of aliases and other customization features that are native to Verity Count.

For additional details concerning the Contractor's experience with data integration, please see the response to requirement **1.2.A.15**.

CATEGORY C. BALLOT PROGRAMMING AND LAYOUT REQUIREMENTS

1.2.C.1 Produce ballots that meet the requirements of Michigan Election Law, Chapter 168 and Michigan Ballot Production Standards.

Verity complies with this requirement. The Contractor has also performed a close review of Michigan Election Law, Promulgated Rules, and the *Ballot Production Standards.* Based on Contractor's understanding of these requirements, the Contractor is confident that Verity Voting system can meet the State's needs in ballot design. The Contractor will also work closely with the State to make any additional optimizations or modifications to current ballot production procedures based on the capabilities of the Verity system, particularly if greater efficiencies can be realized, compared to the rules devised for the State's current voting system.

1.2.C.2 Allow changes to font size and style. The Contractor shall indicate font packages utilized by the system.

The Verity Data application allows users to make changes to font sizes and other ballot attributes prior to final proof and acceptance of the election in Verity Build. In addition, the published XML specification for the Verity Build application can accommodate changes to font sizes and style.

Verity Voting uses the Segoe UI font package.

1.2.C.3 Allow for creation of two-sided and multi-page ballots.

Verity complies with this requirement.

1.2.C.4 Generate sample (proof) ballots for each precinct (or ballot style) that will not be accepted or counted by the tabulator.

Sample ballots are printed with a watermark and with a special designation in the barcode that disallow them from being accepted on Verity Scan or Verity Central.

Preview Ballot
08/18/2015 14:37:25

Demonstration Election
July 4, 2015
Sample County, USA

Precinct 101

Page 1 of 1

Use a blue or black ink pen to completely fill in the box to the left of your preferred choice for each contest.
To vote for a write-in, fill in the box next to the dashed line and print the name on the line.

Councilmember, City of Sampleton

Vote for not more than two (2)

☐ **Dexter Green**

☐ **Kristy Diaz**

☐ **Timothy Ferguson**

☐ **Rufus Myers**

☐ **Warren Ross**

☐ **Wendell Bishop**

☐ **Mona Garrett**

President

1.2.C.5 Be capable of generating all ballot artwork and all specimen ballot artwork (ex. Political party vignettes, drawing columns, target areas, borders, fonts). The system must be capable of accepting political party image vignettes in standard formats (jpeg, pdf, gif).

Verity Build supports ballot templates that permit a wide array of user-definable customizations, including political party vignettes and other types of artwork.

1.2.C.6 Allow race header shading in multiple shades of gray.

Verity complies with this requirement.

1.2.C.7 Provide electronic versions of the ballots that are identical to the official ballots in all respects.

Electronic versions of paper ballot styles and electronic ballot styles can be exported from the system.

1.2.C.8 Ballot size shall be flexible to allow multiple ballot sizes by precinct/jurisdiction within a single election if desired.

This capability is on the Verity product roadmap, estimated for completion in 2018.

1.2.C.9 Provide for the export of any ballot to a .pdf file.

Verity complies with this requirement.

1.2.C.10 Provide a test mode which supports testing to validate the correctness of elections programming for each voting device and ballot.

Verity complies with this requirement.

1.2.C.11 OPTIONAL REQUIREMENT: Allow for different ballot headers on ballots within the same election (Special Election, General Election, Election).

Verity complies with this requirement.

1.2.C.12 Generate a consolidated sample ballot containing all races, issues and questions.

Due to the large number of races that could be included in an election definition, a true "bed sheet" style ballot layout for all races is unwieldy; however, Verity Voting can produce an "All Contests" report that includes all the information requested, and more.

Alternatively, users could assign all contests in the election definition to a fictional "consolidated sample ballot" precinct for purposes of generating the desired output.

1.2.C.13 Include a ballot style indicator.

Verity's ballot styles are identified according to specific precinct labels. The precinct number is printed in the header of the ballot and is encoded in the barcode of the ballot.

1.2.C.14 Be capable of designating the number of write-in lines for each contest.

Verity complies with this requirement.

1.2.C.15 Be capable of adding text to the ballot to instruct the voter to view both sides when it spans more than one face, or other instructions as required.

Verity complies with this requirement. Furthermore, Verity has the capability to allow users to specify whether particular instructions or ballot text are to be included on paper ballots only, or on accessible electronic ballots for the ballot marking device, or both.

1.2.C.16 Provide the ability to create a single county database that contains precincts, office, polling places, etc. that can be imported into each new election.

Verity complies with this requirement.

1.2.C.17 Provide the ability to copy, edit and delete previously-defined elections or provide customized templates for each election type.

Verity complies with this requirement.

1.2.C.18 Permit text to be added below a candidate's name for various designations and party affiliation.

Yes. Verity complies with this requirement.

1.2.C.19 Provide for ballot rotation of candidate names as required under the provisions of Michigan Election Law and the Electronic Voting Systems - Promulgated Rules. Contractor shall disclose any limitations on the number of candidate or office rotations.

Verity complies with this requirement.

1.2.C.20 Provide for rotation only when the number of candidates for an office is greater than the number to be elected.

Verity complies with this requirement. To support the requirement stated above, Verity Data offers users the ability to specify which contests provide for rotation, and which do not.

1.2.C.21 Permit the creation of an "uncommitted" candidate that does not rotate like the other candidates in the office for use in a closed Presidential Primary. Contractor shall provide details of the process used to create the "uncommitted" candidate that does not rotate.

Verity Voting will support the disabling of rotation for the "Uncommitted" candidate in Presidential Primary Elections with a system modification. Contractor has committed to providing this functionality to support the 2020 Presidential Primary Elections.

In the current Verity system, the Verity Data application (which manages jurisdiction-andelection-specific data) already includes checkboxes and fields in the user interface to allow users to enable or disable rotation of candidate names for each election, and to allow users to specify rotation indices.

The planned functionality to meet Michigan's future needs will simply add additional "flags" or checkboxes in the user interface, alongside specific choice names (either candidate names or "uncommitted") to allow users to specify "Do not rotate" for selected choices.

A jurisdiction that would need this functionality earlier than the release of this modification would be able to accomplish this task using an alternative process for creating the election:
- A contest would be entered for each applicable rotation, with candidate order set manually.
- The correctly rotating contest would be assigned to each applicable precinct.
- Printed ballots would then reflect the correct rotation, with the "Uncommitted" option always in the last position.

The Contractor does not anticipate that a jurisdiction will be required to utilize this alternative process.

For additional information, refer to **Schedule A, Statement of Work, Section 1.**6, Service and Maintenance.

1.2.C.22 Provide for identification of candidate names, party affiliation and vignettes and ballot questions and their associated language and instructions. Preference will be given to systems that provide the greatest flexibility in inputting ballot question language into EMS; including importing, copying and pasting, spell check and the use of symbols including bullets.

Verity Data provides for the identification of candidate names, party affiliation and vignettes and ballot questions and their associated language and instructions. Verity Data also offers a variety of other features to maximize flexibility in how ballot data is entered and presented. This wide array of customizations allows more user control and greater ballot design efficiencies that can obviate the need for longer ballots or multiple ballot pages (both of which can also contribute to higher costs).
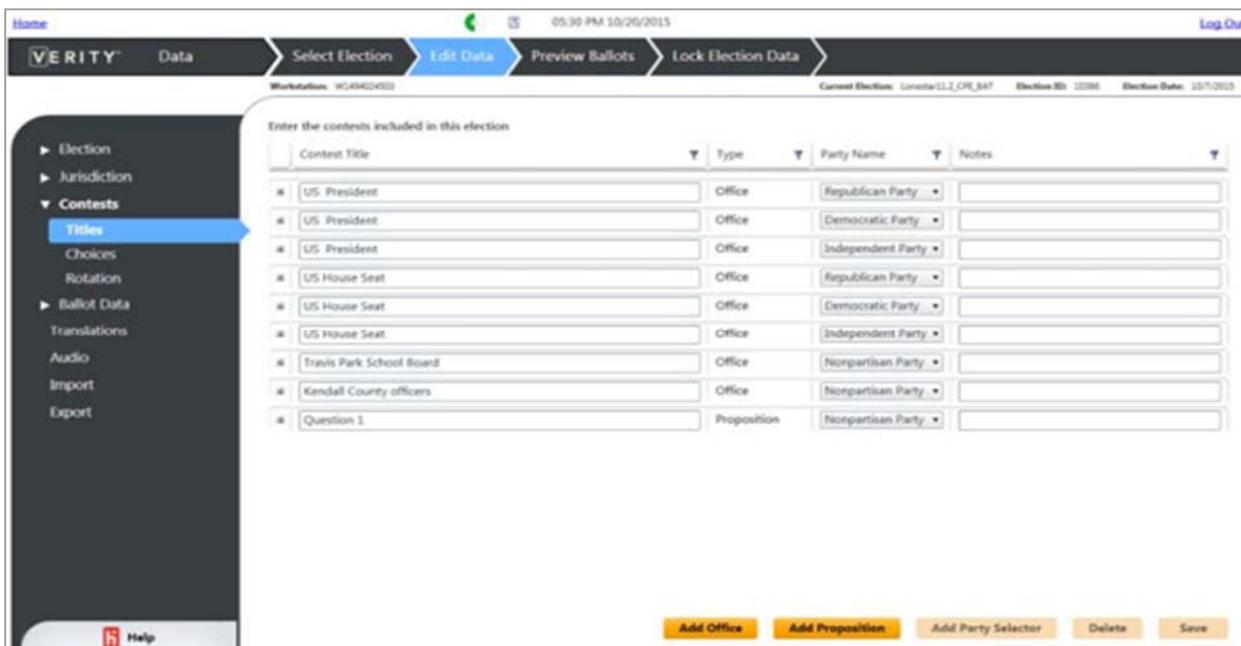
1.2.C.23 Corrections to programming/ballot layout (such as adding or removing a candidate or precinct) shall be made in such a way as to permit new ballot proofs to be generated quickly and accurately. PDF's shall be generated by precinct or ballot style (at the request of the user) and shall be in database order front followed by back.

Verity Data supports this requirement. Verity Data's user-friendly interface enables elections staff to easily make changes as necessary, view a proof, and create PDFs immediately. Ballots are in the database front first, followed by back.

CATEGORY D. ELECTION NIGHT REPORTING (ENR) CAPABILITIES

1.2.D.1 The Contractor's EMS shall have ENR functionality that allows for electronic transmission of unofficial results on Election Night, which can be summarized and displayed electronically online at the State, county and jurisdiction level. The Contractor shall describe, in detail, the transmission, reporting, security and electronic display capabilities of their available ENR system.

Menus available in Verity Count's user-friendly interface provide numerous options for generating reports, viewing precinct and polling place status and results, exporting cast vote records, and more:

- **Options**: Set reporting options for Count. Settings made in the Reporting Options menu affect all tasks for the current election.
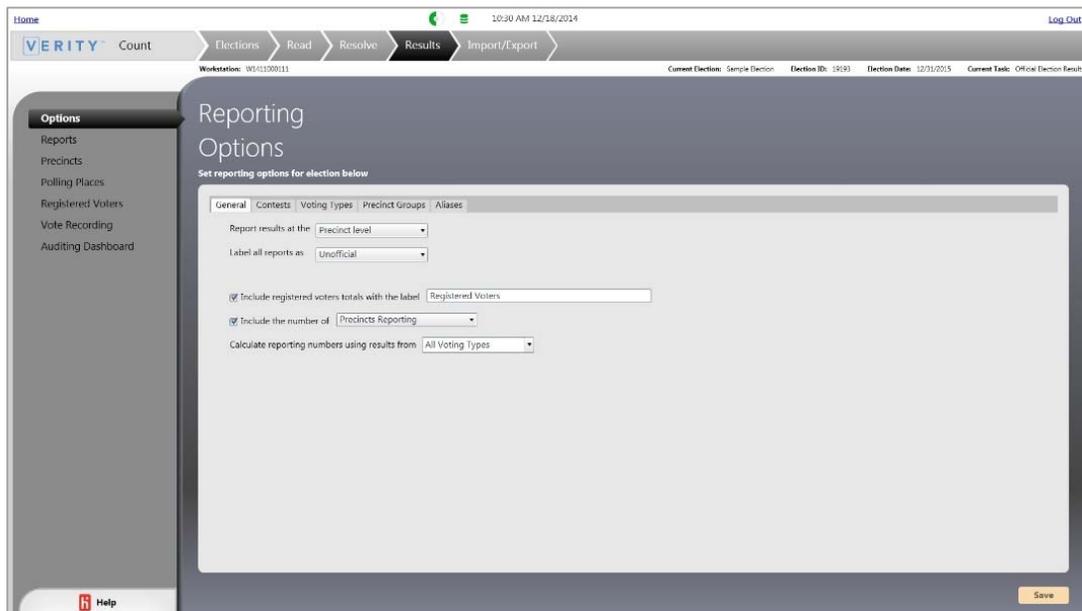
- **Reports**: Generate reports from the list of available options or create a custom report, and create reporting runs.

- **Precincts: View reporting precincts and manually change precinct reporting status.**

- **Polling Places: View reporting polling places, set the number of vDrives expected per polling place, and manually change polling place reporting status.**

- **Registered Voters: Set the number of registered voters for reporting voter turnout.**

- **Vote Recording: Perform manual vote recording.**

- **Auditing Dashboard: Filter ballot data to review and export cast vote records.**

Reporting options

Count includes numerous reporting options, such as (but not limited to):

- Report results at the precinct or precinct split level

- Label reports as Unofficial (canvassing not yet complete) or Official (canvassing complete)

- Select report header options

- Select how to calculate reporting numbers

- Select how to sort contest results

- Select how to report and label unassigned write-in votes

- Select whether to report Election Day, Early Voting, or Absentee results separately or combined

- Select precinct group options

Viewing and saving reports

Elections staff can view reports in Verity Count or export reports in PDF format.

Customized reports

Verity Count allows users to easily create customized reports based on user-selected filtered data (e.g., only certain precincts, contests, etc.), from the user interface.
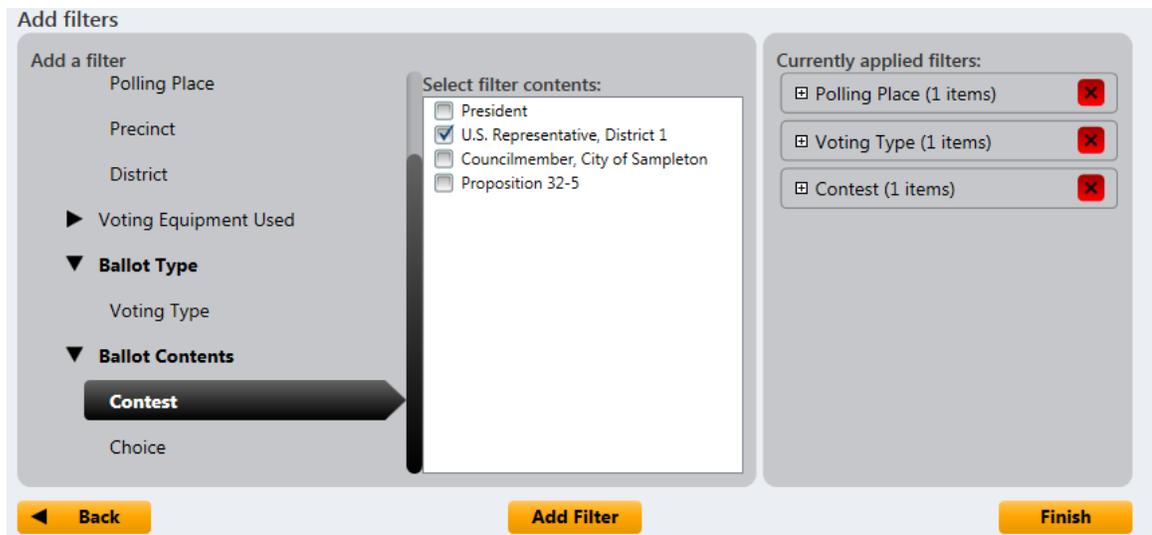
Available filters include:

- District filter

- Precinct/split filter

- Party filter

- Contest filter

- Ballot options filter

- vDrive ID filter

- Batch ID filter

- Voting Device Type filter

- Voting Device ID filter

- Polling Place filter

- Voting Type filter

Reporting runs

An easy-to-use Wizard enables staff to create reporting runs. A *reporting run* is a collection of reports that can be run as a batch, to quickly generate reports.

Results

Numerous options are available for viewing election results, including:

- View and print a list of **precincts** and their reporting status

- View and print a list of **polling places** and their reporting status

- Update the number of registered voters (for reporting voter turnout)

- Manually record votes

Electronic Transmission of Results

The Verity Voting solution for Michigan will include Verity Scan with optional Relay capability, which will enable electronic transmission of cast vote records directly from the Scan device at the polling place to the election office via secure broadband technology.

From the receiving host PC at the central election office, the data is written to a vDrive, which is then used to physically transport the data to the Count tabulation and reporting software. This method creates a secure "air gap" for transmission of CVR data. (Detailed information, including photographs and a diagram of the electronic transmission workflow, is included in Contractor's response to requirement **1.1.A.1**in **Attachment 1.1, Hardware**)
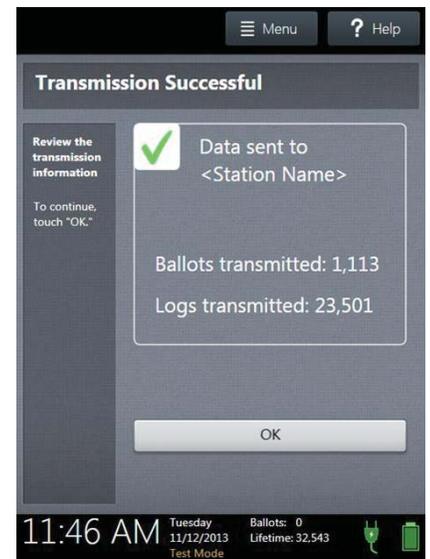
Verity Count tabulation and reporting software includes an easy-to-use Auditing Dashboard that is a native feature of the software application.
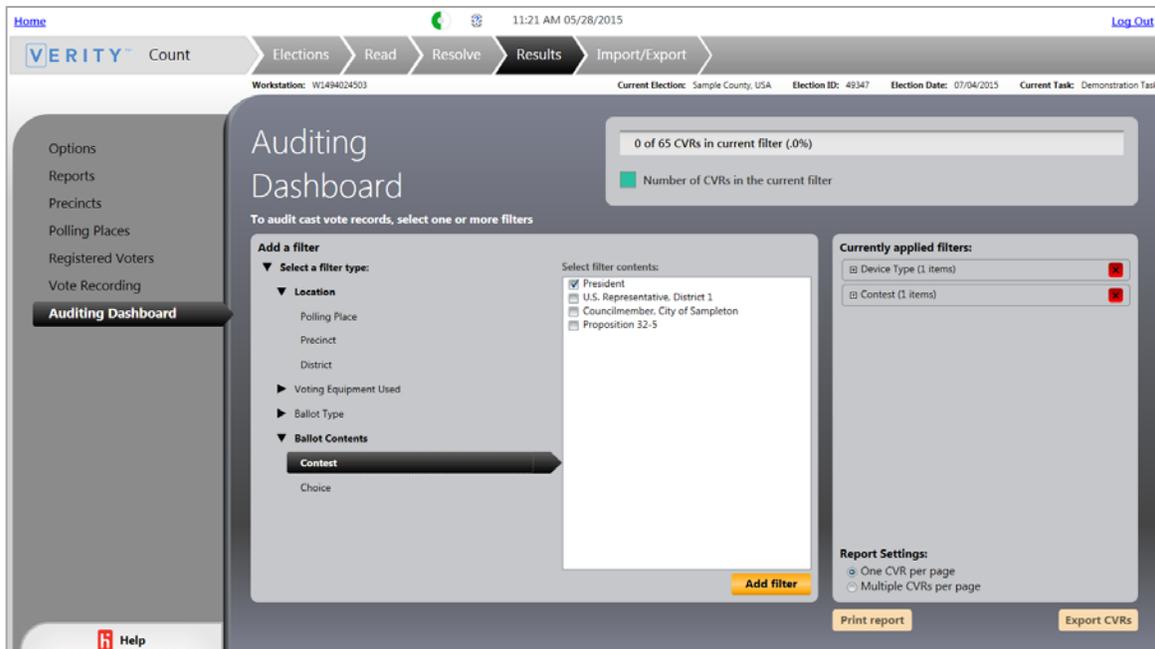
The auditing dashboard enables users to select the subset of cast vote record data to be included in the audit, by simply selecting from a robust set of user-defined filters. Available filters include:

- District filter

- Precinct/split filter

- Party filter

- Contest filter

- Ballot options filter

- Flash Memory Device (vDrive) ID filter

- Batch ID filter

- Voting Device Type filter

- Voting Device ID filter

- Polling Place filter

- Voting Type filter

- Workstation ID filter

Once the desired set of cast vote record data has been selected with filters, the CVR data can be exported as raw data in XML format, which can be reviewed and tabulated using common third-party tools, or the data can be printed as human-readable cast vote record reports (one per page, in PDF format), so they can be hand-counted.

Because the list of auditable filters for cast vote record data is robust, Verity's auditing capabilities can support a wide variety of state and local procedural rules that govern any type of audit, regardless of what specific subset of ballots is to be audited, how many rounds of auditing may be required, whether a fixed percentage, "risk limiting," or other method is used, and other factors.

1.2.D.2 The ENR system shall support the following transmission mediums for reporting unofficial returns on Election Night directly from precinct tabulators to the EMS system: cellular modem, analog/dial-up modem, database import and manual reading of tabulator memory devices. Proposals shall specify and describe any other transmission methods available and/or under development.

For Michigan, Verity Scan will include Relay, which will utilize secure broadband technology to enable electronic transmission of cast vote records directly from the Scan device at the polling place to the election office. From the PC at the election office that receives the CVR data, the data is written to a vDrive, which is then used to physically transport the data to the Count tabulation and reporting software. This method creates a secure "air gap" for transmission of CVR data. (Detailed information, including photographs and a diagram of the electronic transmission workflow, is included in Contractor's response to requirement **1.1.A.1** in **Attachment 1.1, Hardware**)

In addition to electronic transmission of results, Verity Voting supports manual reading of Verity Scan tabulator vDrives, by inserting the vDrives into a Verity Count tabulation and reporting workstation.

Verity Voting does not support transfer of results via dial-up modem or via database import.

1.2.D.3 The ENR system shall support accumulation and transmission of unofficial results by modem (cellular or dial up) from different election groups simultaneously into the same precinct and accumulated automatically (i.e., cellular or dial-up transmitted absentee results as well as cellular or dial-up transmitted election day results). Memory devices shall be programmable to reach proper destination (i.e., Election Day precinct, AV precinct results).

Verity complies with this requirement.

1.2.D.4 Regarding modem transmission of unofficial results, the ENR system shall provide an ability for the user to customize the level of security (custom passwords, custom private networks, etc.). Proposals shall describe in detail all security features of their transmission system and processes that are available, including use of encryption.

The user can set a username and password for modem transmission connections. If HSPDA wireless networks are used (more commonly known as 3G or 4G, such as ATT or T-Mobile), APN (Access Point Name) is fully supported through private network establishment with the carrier.

The following table shows more details about Relay's intrinsic security features:

FIPS 140-2	WSG	Verity Implementation

Crypto-Module Implementation	7.7.3 Protecting Transmitted Data	Configure Windows 7 for FIPS policies
		Only FIPS algorithms used by system
		Key Management
		  ▪ AES-256 encryption
		  ▪ SHA-256 key

Data Encryption Digital Signatures	7.6.1 Data Transmission >=112-bit key size	TLS/SSL transport layer AES-256 encryption SHA-256 key
Secure Hash	Data Integrity	SHA-256 will be used for digital signatures
	2-Factor Authorization	1. Verity Key required for each station 2. Sending Station Authorization 3. Receiving Station Authorization 4. Receiving Station Authorization of Sending Station data
		Self-signed Certificate Authority RSA-2048 bit certificates Generate Receiving Station Certificates Generate Sending Station Certificates Signed with SHA-256 digital signature

1.2D.5 The ENR system shall provide for centralized programming that allows the county to customize and incorporate specific instructions for transmitting results (IP Address, Phone #, etc.).

Verity Relay provides the ability to configure up to three destination hosts for transmission data per transmission device (Verity Scan with Relay). This allows the transmission devices to have "round robin" failover capabilities if a receiving station is not available. In addition to configuring the destination host IP address (or URL), Relay allows the configuration of an optional APN, username, and password for stricter transmission security, if used. This information is compiled into an XML-based "host file" which is digitally protected to ensure data integrity and nonrepudiation when read by the transmission devices.

1.2.D.6 ENR Data transmission includes Race Summary report data (total votes for each candidate) and Race Detail report data (results by precinct) report data.

Verity complies with this requirement.

1.2.D.7 OPTIONAL REQUIREMENT: The ENR system should have the ability to present a precinct as completely or partially reported based on when election groups (Precinct, Absentee, etc.) are received in EMS.

Verity complies with this requirement.

1.2.D.8 OPTIONAL REQUIREMENT: The ENR system should allow users to view data by pre-defined groups (precinct, absentee, combined precinct/absentee, etc.).

Verity Count includes options for reporting by pre-defined groups such as Precinct, Election Day, or Absentee results, separately or combined.

1.2.D.9 OPTIONAL REQUIREMENT: The ENR system should allow the public to determine the total number of precincts, the number of precincts completely reported and the number of precincts partially reported.

Verity Count enables staff to choose for reports to include the total number of precincts, the number of precincts completely reported, and the number of precincts partially reported.

1.2.D.10 OPTIONAL REQUIREMENT: The ENR system should generate presentable, county and state configurable web
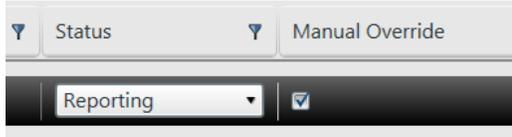
results displays listing proportion of precincts (not election groups) reported for each contest and display precinct-level results.

Verity Count produces cumulative and precinct-level results in PDF, CSV, XLSX, and HTML formats.

1.2.D.11 The ENR system shall supply an export utility that extracts current/up-to-date election results from the native data repository in a format that is easily provided to the State, county and/or local jurisdiction (e.g., ASCII), allowing the State, county and/or local jurisdiction to display election results via a third party software vendor.

erity complies with this requirement. After vDrives have been read and tabulated in Verity Count, Verity Count is capable of exporting a comprehensive "all results" data file in .CSV format, which can be managed using commonly available third party tools.

1.2.D.12 The ENR system shall provide for a report of precincts reporting and not reporting on election night. The ENR system shall provide for the report to be printed or exported in a CSV or other format prescribed by the State.

Verity includes a Precincts Reporting Report that includes this information and can be printed or exported in PDF, CSV and XLSX formats. Additionally, Verity Count's dashboard dynamically displays precincts reporting and not reporting.

Receiving Dashboard

General Election 11/4/2014
Sample County, MICHIGAN

60 reporting   **468** remaining   **0** ☑ written   ✎ insert vDrive

1.2.D.13 The ENR reporting system shall provide for the replacement of an already-submitted precinct by the re-submission of that same precinct in the event of errors in transmission or new data. The system should prompt the local administrator to either overwrite data already submitted, or provide an option to ignore new data.

The Verity Voting solution for Michigan will include Verity Scan with the Relay option, to allow electronic transmission of cast vote records from Scan devices located in precincts or in AVCBs, via secure broadband technology. If the Verity Relay host station receives transmissions of results from a device (precinct) for which results have already been received, the prior results will be overwritten by the later transmission.

1.2.D.14 The ENR system shall provide for the ability to import the State-provided file of candidate information and statewide ballot proposal information in its entirety. The import must be seamless with a minimal need for manual manipulation after the fact.

Verity complies with this requirement in a seamless manner. Data is imported into Verity Data for both ballot production *and* for reporting. One dataset instead of two mitigates reconciliation issues. If further customization is required beyond the original data structure of the ballot (that is, if the structure of data for reporting needs must differ from the structure of the ballot), those edits can be accomplished in Verity Count by means of aliases.

The alias feature in Verity Count's Reporting Options tab enables the user to change the name that displays on reports for various elements (precincts, districts, parties, voting types, contests, or choices).
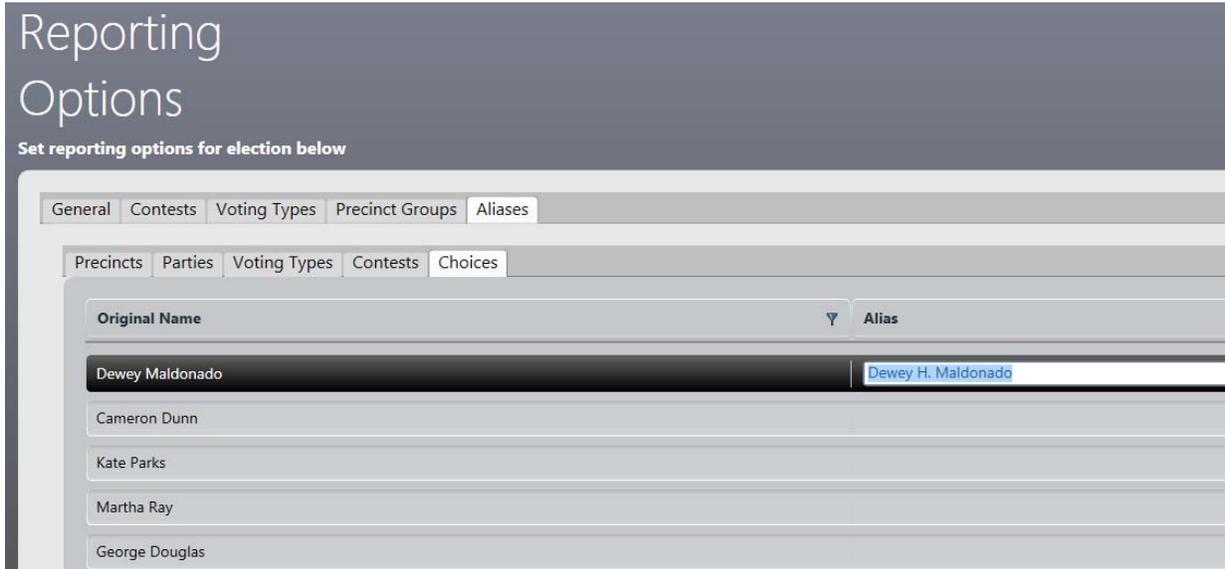
1.2.D.15 The ENR system shall be capable of passing Michigan ENR Codes into the Vendor EMS and returning the codes in the results file. Codes include precinct, office and candidate codes.

Verity can comply with this requirement in a seamless manner. With one step at the front end, data is imported into Verity Data for both ballot production *and* for Election Night reporting – data is imported once to address both datasets. This "single channel" approach can increase efficiency and reduce the need for double-work data entry (i.e., through separate and/or parallel paths for ballot definition and reporting), and it mitigates having to reconcile two data sets.
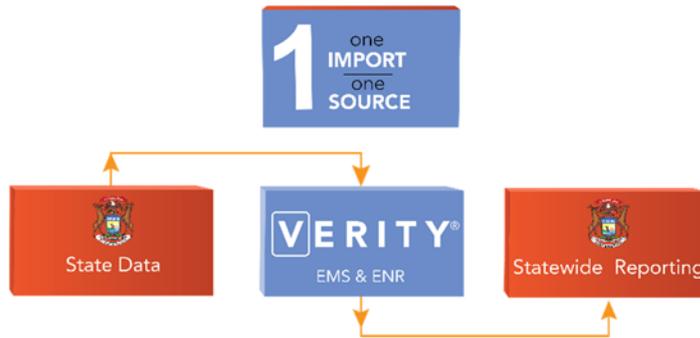
1.2.D.16 The ENR system shall provide for the ability to import Ballot Definition Data using the Michigan QVF Export File Structure or IEEE Standard for Ballot Definition when implemented by the State. See Attachment 1.5 for additional details.

Please see Contractor's response to requirement **1.2.A.15**.

1.2.D.17 The ENR system shall provide for the import of a replacement file which incorporates any and all changes in the State-provided file. The import of the file cannot affect any of the local candidate information or local ballot proposal information already entered into the system.

Verity can integrate data from Verity Count into the State's format. If additional customization is required to Verity's integration functions to accommodate changes to the State's data, Contractor will work with the State to address that issue.

1.2.D.18 The ENR system shall provide for the manual update of the State-provided file information after it has been imported. The manual update process shall be easy to use with minimal steps.

Verity Count enables manual updates for precincts, parties, voting types, contests, and choices (candidates and propositions) by means of aliases.
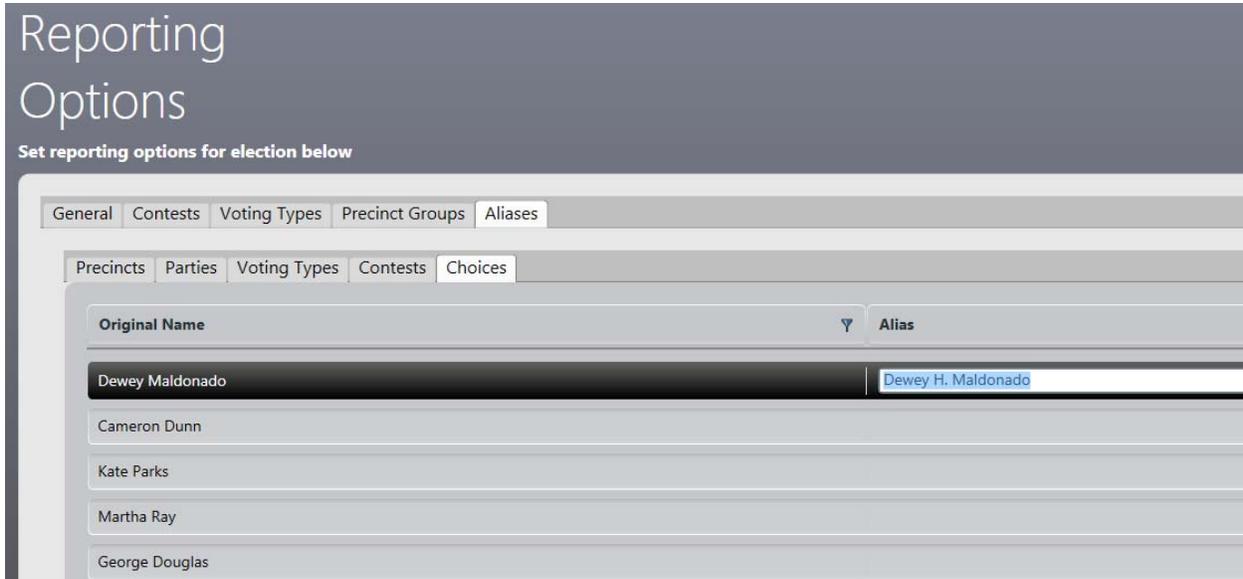
1.2.D.19 The ENR system shall provide for the ability to produce Election Result Data in the Michigan Standard Results File Format or IEEE (1622.2) Election Results Reporting Data Interchange Format. See **Exhibit 3 to Schedule A Michigan QVF Export File Format,** for additional details.

The Contractor has demonstrated a proof of concept to illustrate how Verity is capable of complying with this requirement in a seamless manner, through the use of a file format converter that translates results data from Verity Count's "all results" CSV export into a format compatible for import into the statewide ENR system.

1.2.D.20 The ENR system shall provide for the export of the precinct-by-precinct vote totals of the candidate and proposals as required by the State-provided file format. The export must be seamless with a minimal need for manual manipulation after the fact.

Totals can be exported from Verity Count; then Verity's integration tools can integrate that data into the State's format. If additional customization is required to Verity's integration functions to accommodate changes to the State's data, The Contractor will work with the State to address that issue.

Please also see Contractor's response to requirement **1.2.D.19**, above.

1.2.D.21 The ENR system shall provide for the export of the county-wide totals of the candidates and proposals as required by the State-provided file format. The export must be seamless with a minimal need for manual manipulation after the fact.

Please see Contractor's our response to requirement **1.2.D.19**.

1.2.D.22 The ENR system shall provide for the export of precinct by precinct totals, jurisdiction totals and county-wide totals on election night or as the county is able. The EMS shall not limit the number of times a file can be exported.

Verity complies with this requirement.

1.2.D.23 The ENR system shall support reporting results in a variety of different election report-style formats, including Summary contest and Precinct Level.

Please see Contractor's responses in **Category E – Reports**, below.

CATEGORY E. REPORTS

1.2.E.1 The Contractor's EMS shall include a reporting feature that allows for the creation and customization of election night totals (unofficial results); county and State canvass reports (certified official totals); as well as ad hoc reporting. Specific requirements are outlined below.   The Contractor shall include a detailed description of all available EMS reporting features, including samples of all available election night (unofficial totals) and canvass (official totals) reports. Contractor shall also respond to each individual requirement in this section to provide details and samples of EMS reports available that meet each individual requirement.

Verity meets all the specified requirements.

Verity Count is the Verity software application that tabulates and reports cast vote records stored on flash memory devices from Verity Scan and Verity Central. Once the vDrives have been read and tabulated, Count can produce a variety of standard and customized reports and exports for dissemination to the public and to statewide outlets.

Verity Count's abundance of user-defined options and easy-to use interface allow jurisdictions to create customized reports without requiring professional data processing assistance or the use of an external tool or report writer.

Verity Count produces reports in PDF, CSV and XLSX formats. Additionally, Verity Count produces results reports (cumulative, canvassing, precinct and selected others) in HTML. Reports can be organized according to individual reporting groups (such as Absentee Voting, Election Day) or to report all groups together for cumulative results.

Verity Count also includes intuitive, easy to use dashboards to monitor progress on Election Night, or to perform post-election audits, in a highly filterable way.

Standard reports

The Verity system includes the following standard reports:

- Verity Count reports
- Canvass Report

Canvass Results Report		Sample County, MICHIGAN		Unofficial results
Election Night Reporting		General Election		Registered Voters 278 of 469 = 59.28 %
Run Time 3:26 PM Run Date 8/24/2015		11/4/2014 Page 3 of 59		Precincts Reporting 15 of 20 = 75.00 %

GOVERNOR AND LIEUTENANT GOVERNOR - Vote for not more than 1

Precinct	Rick Snyder Brian Nelson Calley , REP	Mark Schauer Lisa Brown , DEM	Mary Buzuma Scotty Boman , LIB	Mark McFarlin Richard Mendoza , UST	Paul Homeniuk Candace R. Caveny , GRN	Cast Votes	Overvotes	Undervotes	Precinct Ballots Cast	Absentee Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
Township of Hart, Precinct 1 - 1	0	0	16	0	16	32	0	0	24	8	32	44	72.73 %
Township of Hart, Precinct 1 - 2	16	0	0	0	0	16	0	0	12	4	16	22	72.73 %
Township of Hart, Precinct 1 - 3	0	0	0	0	13	13	0	0	10	3	13	23	56.52 %
Township of Hart, Precinct 2 - 1	0	0	13	0	0	13	0	0	10	3	13	24	54.17 %
Township of Hart, Precinct 2 - 2	13	0	0	0	0	13	0	0	10	3	13	25	52.00 %
Township of Hart, Precinct 3 - 1	13	0	0	0	0	13	0	0	10	3	13	21	61.90 %
Township of Hart, Precinct 3 - 2	0	0	0	0	0	0	0	0	0	0	0	20	0.00 %
Sample Township, Precinct 1	0	13	0	0	0	13	0	0	10	3	13	20	65.00 %
Sample Township, Precinct 2	0	0	13	0	0	13	0	0	10	3	13	24	54.17 %
Sample Township, Precinct 3	0	13	0	0	0	13	0	0	10	3	13	25	52.00 %
Sample Township, Precinct 4	0	0	0	13	0	13	0	0	10	3	13	20	65.00 %
Sample Township, Precinct 5	13	0	0	0	0	13	0	0	10	3	13	21	61.90 %
Sample Township, Precinct 6	0	13	0	0	0	13	0	0	10	3	13	22	59.09 %
Sample Township, Precinct 7 - 1	0	0	13	0	0	13	0	0	10	3	13	23	56.52 %
Sample Township, Precinct 7 - 2	13	0	0	0	0	13	0	0	10	3	13	24	54.17 %
Sample Township, Precinct 8	0	13	0	0	0	13	0	0	10	3	13	25	52.00 %
SampleTownship, Precinct 9	0	13	0	0	0	13	0	0	10	3	13	20	65.00 %

- Cumulative Report

Cumulative Results Report

Election Night Reporting

Run Time   3:05 PM
Run Date   8/24/2015

Sample County, MICHIGAN

General Election

11/4/2014
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Unofficial results

Registered Voters
278 of 446 = 62.33 %

Precincts Reporting
15 of 20 = 75.00 %

STRAIGHT PARTY TICKET - Vote for not more than 1

Choice	Party	Precinct		Absentee		Total	
Republican Party	REP	20	9.43 %	6	9.09 %	26	9.35 %
Democratic Party	DEM	20	9.43 %	6	9.09 %	26	9.35 %
Libertarian Party	LIB	12	5.66 %	4	6.06 %	16	5.76 %
U.S. Taxpayers Party	UST	10	4.72 %	3	4.55 %	13	4.68 %
Green Party	GRN	12	5.66 %	4	6.06 %	16	5.76 %
Natural Law Party	NLP	0	0.00 %	0	0.00 %	0	0.00 %
	Cast Votes:	74	34.91 %	23	34.85 %	97	34.89 %
	Undervotes:	138	65.09 %	43	65.15 %	181	65.11 %
	Overvotes:	0	0.00 %	0	0.00 %	0	0.00 %

GOVERNOR AND LIEUTENANT GOVERNOR - Vote for not more than 1

Choice	Party	Precinct		Absentee		Total	
Rick Snyder Brian Nelson Calley	REP	64	30.19 %	20	30.30 %	84	30.22 %
Mark Schauer Lisa Brown	DEM	62	29.25 %	19	28.79 %	81	29.14 %
Mary Buzuma Scotty Boman	LIB	42	19.81 %	13	19.70 %	55	19.78 %
Mark McFarlin Richard Mendoza	UST	22	10.38 %	7	10.61 %	29	10.43 %
Paul Homeniuk Candace R. Caveny	GRN	22	10.38 %	7	10.61 %	29	10.43 %
	Cast Votes:	212	100.00 %	66	100.00 %	278	100.00 %
	Undervotes:	0	0.00 %	0	0.00 %	0	0.00 %
	Overvotes:	0	0.00 %	0	0.00 %	0	0.00 %

SECRETARY OF STATE - Vote for not more than 1

Choice	Party	Precinct		Absentee		Total	
Ruth Johnson	REP	52	24.53 %	16	24.24 %	68	24.46 %
Godfrey Dillard	DEM	64	30.19 %	20	30.30 %	84	30.22 %
James Lewis	LIB	42	19.81 %	13	19.70 %	55	19.78 %
Robert Gale	UST	32	15.09 %	10	15.15 %	42	15.11 %
Jason Robert Gatties	NLP	10	4.72 %	3	4.55 %	13	4.68 %
	Cast Votes:	200	94.34 %	62	93.94 %	262	94.24 %
	Undervotes:	12	5.66 %	4	6.06 %	16	5.76 %
	Overvotes:	0	0.00 %	0	0.00 %	0	0.00 %

- Precinct Report

Precinct Results Report
Election Night Reporting
Run Time 3:09 PM
Run Date 8/24/2015

Sample County, MICHIGAN
General Election
11/4/2014
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Unofficial results
Registered Voters
278 of 446 = 62.33 %
Precincts Reporting
15 of 20 = 75.00 %

Township of Hart, Precinct 1 - 1

STRAIGHT PARTY TICKET - Vote for not more than 1

Choice	Party	Precinct		Absentee		Total	
Republican Party	REP	0	0.00 %	0	0.00 %	0	0.00 %
Democratic Party	DEM	0	0.00 %	0	0.00 %	0	0.00 %
Libertarian Party	LIB	12	50.00 %	4	50.00 %	16	50.00 %
U.S. Taxpayers Party	UST	0	0.00 %	0	0.00 %	0	0.00 %
Green Party	GRN	12	50.00 %	4	50.00 %	16	50.00 %
Natural Law Party	NLP	0	0.00 %	0	0.00 %	0	0.00 %
	Cast Votes:	24	100.00 %	8	100.00 %	32	100.00 %
	Undervotes:	0	0.00 %	0	0.00 %	0	0.00 %
	Overvotes:	0	0.00 %	0	0.00 %	0	0.00 %

GOVERNOR AND LIEUTENANT GOVERNOR - Vote for not more than 1

Choice	Party	Precinct		Absentee		Total	
Rick Snyder Brian Nelson Calley	REP	0	0.00 %	0	0.00 %	0	0.00 %
Mark Schauer Lisa Brown	DEM	0	0.00 %	0	0.00 %	0	0.00 %
Mary Buzuma Scotty Boman	LIB	12	50.00 %	4	50.00 %	16	50.00 %
Mark McFarlin Richard Mendoza	UST	0	0.00 %	0	0.00 %	0	0.00 %
Paul Homeniuk Candace R. Caveny	GRN	12	50.00 %	4	50.00 %	16	50.00 %
	Cast Votes:	24	100.00 %	8	100.00 %	32	100.00 %
	Undervotes:	0	0.00 %	0	0.00 %	0	0.00 %
	Overvotes:	0	0.00 %	0	0.00 %	0	0.00 %

SECRETARY OF STATE - Vote for not more than 1

Choice	Party	Precinct		Absentee		Total	
Ruth Johnson	REP	0	0.00 %	0	0.00 %	0	0.00 %
Godfrey Dillard	DEM	0	0.00 %	0	0.00 %	0	0.00 %
James Lewis	LIB	12	50.00 %	4	50.00 %	16	50.00 %
Robert Gale	UST	0	0.00 %	0	0.00 %	0	0.00 %
Jason Robert Gatties	NLP	0	0.00 %	0	0.00 %	0	0.00 %
	Cast Votes:	12	50.00 %	4	50.00 %	16	50.00 %
	Undervotes:	12	50.00 %	4	50.00 %	16	50.00 %
	Overvotes:	0	0.00 %	0	0.00 %	0	0.00 %

- Write-In Status Report

Write-in Status

Election Night Reporting

Run Time 3:10 PM
Run Date 8/24/2015

Sample County, MICHIGAN

General Election

11/4/2014

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Unofficial results

Registered Voters
278 of 446 = 62.33 %

Precincts Reporting
15 of 20 = 75.00 %

GOVERNOR AND LIEUTENANT GOVERNOR - Vote for not more than 1

Write-in name	Votes assigned
Rick Snyder Brian Nelson Calley	0
Mark Schauer Lisa Brown	0
Mary Buzuma Scotty Boman	0
Mark McFarlin Richard Mendoza	0
Paul Homeniuk Candace R. Caveny	0
No write-in candidates have been created	
Number of unresolved Write-ins:	0
Number of rejected Write-ins:	0

SECRETARY OF STATE - Vote for not more than 1

Write-in name	Votes assigned
Ruth Johnson	0
Godfrey Dillard	0
James Lewis	0
Robert Gale	0
Jason Robert Gatties	0
No write-in candidates have been created	
Number of unresolved Write-ins:	0
Number of rejected Write-ins:	0

ATTORNEY GENERAL - Vote for not more than 1

Write-in name	Votes assigned
Bill Schuette	0
Mark Totten	0
Justin M. Altman	0
Gerald T. Van Sickle	0
John Anthony La Pietra	0

- Precincts Reporting Report

Precincts Reporting	Sample County, MICHIGAN	Unofficial results
Election Night Reporting		**Registered Voters** 278 of 469 = 59.28 %
Run Time 1:42 PM	General Election	
	11/4/2014	**Precincts Reporting**
Run Date 8/31/2015	Page 1 of 1	15 of 20 = 75.00 %

Precinct Split Name	Reporting Status	Registered Voters	Total Ballots	Turnout %
Township of Hart, Precinct 1 - 1	Reporting	44	32	72.73 %
Township of Hart, Precinct 1 - 2	Reporting	22	16	72.73 %
Township of Hart, Precinct 1 - 3	Reporting	23	13	56.52 %
Township of Hart, Precinct 2 - 1	Reporting	24	13	54.17 %
Township of Hart, Precinct 2 - 2	Partially Reporting	25	13	52.00 %
Township of Hart, Precinct 3 - 1	Reporting	21	13	61.90 %
Township of Hart, Precinct 3 - 2	Reporting	20	0	0.00 %
Sample Township, Precinct 1	Partially Reporting	20	13	65.00 %
Sample Township, Precinct 2	Reporting	24	13	54.17 %
Sample Township, Precinct 3	Partially Reporting	25	13	52.00 %
Sample Township, Precinct 4	Reporting	20	13	65.00 %
Sample Township, Precinct 5	Reporting	21	13	61.90 %
Sample Township, Precinct 6	Reporting	22	13	59.09 %
Sample Township, Precinct 7 - 1	Reporting	23	13	56.52 %
Sample Township, Precinct 7 - 2	Reporting	24	13	54.17 %
Sample Township, Precinct 8	Reporting	25	13	52.00 %
SampleTownship, Precinct 9	Reporting	20	13	65.00 %
Sample Township, Precinct 10	Reporting	21	16	76.19 %
Sample Township, Precinct 11 – 1	Partially Reporting	22	16	72.73 %
Sample Township, Precinct 11 - 2	Partially Reporting	23	16	69.57 %

Precinct Splits Reporting:	15
Precinct Splits Not Reporting:	0
Total number of ballots:	278

- Audit Log Report

Audit Log Report	Sample County, MICHIGAN	Unofficial results
Election Night Reporting		Registered Voters 278 of 446 = 62.33 %
Run Time 3:12 PM Run Date 8/24/2015	General Election 11/4/2014 Page 1 of 14	Precincts Reporting 15 of 20 = 75.00 %

Component: VerityCount 0.18.19.18962   **ElectionId: 11879**

Row	Log Date & Time	Device ID	User	Tags	Event	Event Data
1	2015-08-24 14:54:26	W1494024503	user	ElectionManagement, Info	Election Open	The election 'Sample County, MICHIGAN' (11879) was opened.
2	2015-08-24 14:54:29	W1494024503	user	UI, Info	Menu Item Selected	Menu Item Name: New
3	2015-08-24 14:54:59	W1494024503	user	ElectionManagement, Info	Task created	Name- 'OFFICIAL RESULTS', Type- Official, Report Label- 'Election Night Reporting - UNOFFICIAL', Tabulation- 8/24/2015 2:54:29 PM, Reporting Types:
4	2015-08-24 14:55:01	W1494024503	user	ElectionManagement, Info	Task opened	Task: 'OFFICIAL RESULTS'
5	2015-08-24 14:55:01	W1494024503	user	UI, Info	View loaded	View name: Read chevron
6	2015-08-24 14:55:01	W1494024503	user	UI, Info	View loaded	View name: Dashboard task
7	2015-08-24 14:55:02	W1494024503	user	UI, Info	View loaded	View name: Election Dashboard
8	2015-08-24 14:55:02	W1494024503	user	ElectionOperations, VoteManagement, Info	Started reading vDrives	
9	2015-08-24 14:55:12	W1494024503	user	Authorization, Hardware, Info	Verity Key requested	
10	2015-08-24 14:55:12	W1494024503	user	ElectionSecurity, Info	Verity Key read	Key for this election
11	2015-08-24 14:55:13	W1494024503	user	DataExchange, Info	vDrive read	vDrive read with values: Polling Place- '', Ballot count = 278, Log entries = 0, Time read- 8/24/2015 2:55:13 PM, State- Read, Election ID- 11879, vDrive ID- 2, State reason- '', Media type- Official
12	2015-08-24 14:55:14	W1494024503	user	DataExchange, Info	vDrive saved	vDrive saved with values: Polling Place- '', Ballot count = 278, Log entries count = 0, Time read- 8/24/2015 2:55:13 PM, State- Read, Election Id- 11879, vDrive ID- 2, State reason- '', Media type- Official, Path- ''
13	2015-08-24 14:55:28	W1494024503	user	UI, Info	View loaded	View name: 'You have not printed a zero report. To tabulate without printing a zero report, click "OK."' message box
14	2015-08-24 14:55:30	W1494024503	user	UI, Info	Button pressed	Button name: OK
15	2015-08-24 14:55:30	W1494024503	user	ElectionOperations, VoteManagement, Info	Tabulation on	
16	2015-08-24 14:55:40	W1494024503	user	ElectionOperations, VoteManagement, Info	Tabulation off	
17	2015-08-24 14:55:42	W1494024503	user	UI, Info	View loaded	View name: Results chevron
18	2015-08-24 14:55:42	W1494024503	user	ElectionOperations, VoteManagement, Info	Stopped reading vDrives	
19	2015-08-24 14:55:42	W1494024503	user	UI, Info	View loaded	View name: Options task

- Flash Memory Device (vDrive) Status Report

- Device Log Report Voting Device Reports

- Polling Places Report

- Alias Report

- Manual Vote Recording Report

- Residual Votes Report

Verity Count also allows users to easily create customized reports based on user-selected filtered data (such as only certain precincts or contests).

Filters include:

- District filter
- Precinct/split filter
- Contest filter
- Ballot options filter
- Flash Memory Device (vDrive) ID filter
- Batch ID filter
- Voting Device Type filter
- Voting Device ID filter
- Polling Place filter
- Voting Type filter

Verity Build (election definition and deployment) reports

- Jurisdiction Configuration Report
- Polling Place List, Summary
- Polling Place List, with Details
- All Contests
- Contest Associations
- Ballot Style Associations
- Rotation Report
- Ballots Printed
- Flash Memory Devices (vDrives) Created

Verity Central (high-speed scanning and on-screen ballot adjudication) reports

- Configuration Report
- Batch Detail Report
- Precinct Detail Report
- Deleted Ballots Report
- Audit Log Report
- System Log Report

1.2.E.2 The EMS shall be capable of generating all reports on standard letter size paper (8.5 x 11 inches).

Verity Count produces reports in PDF, CSV and XLSX formats. Additionally, Verity Count produces results reports (cumulative, canvassing, precinct and selected others) in HTML. These reports can be formatted to fit standard letter size paper.

1.2.E.3 The EMS shall provide for unofficial and official reports and canvass documents in a standard format that can also be customized at the option of the county or State user; including the display of both absentee and election day vote totals, as well as grand totals in any given precinct. The system shall be capable of producing official and/or unofficial election result reports consisting of any combination of vote data, and presented in any available format; to be produced at any time during the tabulation of votes, or thereafter.

Verity complies with this requirement. Please see Contractor's response to requirement **1.2.D.1**.

1.2.E.4 The EMS shall provide the ability to custom design an election report to include, at a minimum, the following information in total or in part: name of election; political subdivisions; parties involved; date of election; type of report; total number of registered voters in each political subdivision; total number of registered voters in each voting precinct, including a sub-listing when the precinct is split; and votes by multi-member districts (i.e., vote for two), legislative district or congressional district.

Verity complies with this requirement. Please see Contractor's response to requirement **1.2.D.1**.

1.2.E.5 The EMS shall be capable of sorting by fields or permitting the user to customize layout.

Verity Count's customized reporting feature allows users to customize report header information, inclusion of exclusion of specific data contained in standard reports, and other methods to customize layout compared to the standard reports.

1.2.E.6 The EMS shall provide flexibility in printable reports showing results containing candidates and/or questions in alphanumeric format/ ballot order, etc. next to the vote totals. Proposals shall include details on the available options for customizable reporting and customizable printing (e.g., font availability and sizes, page layout, etc.).

Verity Count includes numerous reporting options for printable reports, as detailed in Contractor's response to requirement **1.2.D.1**.

Users can select whether to report results "by winners," or in the choice order that originally appeared on the ballot. In addition, the customized reporting engine allows users to create customized report headers with non-standard titles and to include user-defined data sets selected from a wide range of filters.

1.2.E.7 The EMS shall provide for the official report of countywide vote totals for State offices and proposals in a form prescribed by the State. The report shall provide for the vote totals to be reported in numeric and written form (linked to the official canvass report).

Verity Count can provide for the official report of countywide vote totals for State offices and proposals in a form prescribed by the State and linked to the official canvass. The report can provide vote totals in numeric characters, but not in alphabetic characters. Totals can be exported from Verity Count and then Verity's integration tools can integrate that data into the State's format. If additional customization is required to Verity's integration functions to accommodate changes to the State's data, Contractor will work with the State to address that issue.

For complete details on Verity Voting System data exchange, please see Contractor's response to requirement **1.2.A.15**

1.2.E.8 The EMS shall generate pre- and post-election reporting with the following data: 1) contests and candidates in election, 2) precinct attributes such as Voter Registration totals, modem numbers, etc., 3) candidate rotations by contest and precinct with Voter Registration totals, 4) Voter Registration totals, 5) precincts reported, 6) linked precincts and districts, 7) contest by precinct, 8) ballot styles by precinct and by district, 9) headers by precinct, 10) export codes, 11) statement of votes cast detailing all contests and precincts, 12) election "milestones" by precinct such as programming, memory device, reporting results, 13) proofing report for proofing candidates and contests.

Verity can generate reports that comply with all the specified requirements.

1.2.E.9 The EMS shall be capable of generating election results reports in standard electronic formats for distribution (.docx, .pdf, .html, .csv, .txt, ascii, xml).

The Verity system can generate reports and/or data exports in standard electronic formats including PDF, XML and CSV for distribution.

1.2.E.10 The EMS shall be capable of producing reports on election night, without disrupting the results accumulation process.

Verity complies with this requirement.

1.2.E.11 The EMS shall be capable of producing reports that include user customizable report headers and/or footers (election type, date of election, county name, jurisdiction name, date/time of report, results status).

Verity Count enables elections staff to customize headers and footers of reports as specified in this requirement.

1.2.E.12 The EMS shall be capable of producing a report that includes the jurisdiction, precinct number and the type of election results (Total, Precinct, Absentee, Provisional, etc.).

Verity Count reports can include the information specified in this requirement.

1.2.E.13 The EMS shall be capable of producing reports that include the following data elements in the body of the report:
   a. the name of each contest on the ballot (e.g., Governor, Delegate, President);
   b. the names of each candidate in each contest or race;
   c. the party affiliation of each candidate in each contest or race;
   d. the number of choices for each contest or question (e.g., vote for 1);
   e. the vote totals for each candidate in each contest or race, by precinct, AVCB and combined total;
   f. the total votes for each contest;
   g. the winning selection for each contest, indicated by bolding or some other mark;
   h. the title and number of each question on the ballot (e.g., "County Question A, State Question 1");
   i. the possible selections for each question or contest, (e.g., "For", "Against", "Yes", "No" or a blank);
   j. the total number of precincts for the election;
   k. the percent of reporting precincts versus the total number of precincts;
   l. the total number of registered voters;
   m. the total number of registered voters that voted in the election;
   n. the total percent of voter turnout;
   o. the number of overvotes in each contest or race;
   p. the number of undervotes in each contest or race;
   q. the total number of votes for all write-in candidates;
   r. overall "Election Results Reports" - reports of election results filtered by congressional district, legislative district, custom districts (e.g. council district, commission, school board, county/jurisdiction, wards), precinct including precinct splits, candidate political party affiliation, and by the number of partisan and non-partisan ballots cast;
   s. a list, capable of being produced at any point in the process, showing which precinct or absentee/memory devices have been uploaded to the EMS, and which have not been uploaded to the EMS;
   t. the capability for the reporting of ballots cast in split precincts;
   u. OPTIONAL REQUIREMENT: the EMS shall be capable of adding the names of certified write-in candidates to the EMS and reports.

Verity complies with all these requirements. Please see Contractor's response to requirement **1.2.D.1**.

1.2.E.14 The EMS shall prevent the printing of summary reports before the sequence of events required for closing of the polls are completed.

Verity complies with this requirement. Verity Count can be configured to disallow the ability to tabulate and report results prior to the date and time specified for the closing of polls.

1.2.E.15 OPTIONAL REQUIREMENT: (For use if an 'Early Voting' option is implemented in the future) - The EMS shall be capable of producing reports including the number of ballots cast or read into each precinct without closing the polls or revealing any preliminary results data.

Verity Scan can generate a Ballot Count report that indicates the number of ballots cast and scanned by the Scan unit, without closing the polls or revealing any preliminary results data.

CATEGORY F. AUDIT CAPABILITIES

1.2.F.1 The EMS shall provide an audit log stored on the memory device that records all pre-Election, Election Day and post-election actions performed; the audit log must be kept / stored and available for printing.

Throughout all phases of operation, all Verity System components maintain complete audit logs. Every Verity application logs all user authorization/authentication, data entry, user interaction, and system events, and error messages. Application logs can be printed or exported from each application.

On the Verity Scan and Verity Touch Writer voting devices, audit logs and cast vote records are redundantly stored to the vDrive and to a partition on the compact flash card.

The audit log for each device includes a record of each event occurring on the device, including:

- Date and time of the event

- Option selected by the voter where applicable

- Action performed on the unit

- Tabulation input events

- Device serial number.

When the vDrive is read into the Verity Count tabulation and reporting application, the audit logs are transferred to the datastore for that election.

Verity Central's audit log includes the user ID and a record of all resolution decisions, providing a complete record of the adjudication process.

Verity Count includes intuitive, easy-to-use dashboards to perform post-election audits, in a highly filterable way.

1.2.F.2 The EMS shall include an available report that documents information regarding the tabulator, firmware and software versions in use.

A report containing the required information is available from Verity Scan.

1.2.F.3 The EMS shall provide an error message log that documents error messages; the error message log must be kept/stored and available for printing.

Verity audit logs comply with this requirement. Please see Contractor's response to requirement **1.2.F.1**.

CATEGORY G. SYSTEM/SOFTWARE OWNERSHIP

1.2.G.1 This Contract includes a standard Software License Agreement, Schedule B.

Refer to **Schedule B – Software License Agreement.**

Attachment 1.3 Voting System ABSENT VOTER (AV) PROCESSING Technical Requirements

CATEGORY A. AV PROCESSING (GENERAL)

1.3.A.1 All requirements listed in Attachment 1.1 (HARDWARE requirements) also apply to hardware used with absent voter (AV) ballots and AV voting, including jurisdictions in which separate Absent Voter Counting Boards (AVCBs) are used to process AV ballots on Election Day. The following requirements in this section are requirements related to AV processing, in addition to all requirements listed in **Attachment 1.1, HARDWARE Technical Requirements**.

Verity complies with this requirement.

1.3.A.2 AV ballots shall be the same ballot type and size as that used in the Election Day precinct.

With the Verity Voting system, the same ballot type and size is used for both AV and Election Day.

1.3.A.3 The Contractor shall provide information indicating the ballot processing speed for each of the following types of ballots:

> a. Flat ballots
> b. Half-folded ballots
> c. Tri-folded ballots
> d. Z-folded ballots
> e. Letter folded ballots of various supported lengths

Verity Central uses enterprise-grade, commercial Canon scanners with throughput speeds of 100 pages per minute and 130 pages per minute, respectively, for a letter-size ballot. These scanners can also handle ballots that have been half-folded, tri-folded, z-folded, creased and/or wrinkled. Ballot folds do not affect processing speed.

CATEGORY B. HIGH-SPEED AVCB TABULATOR

1.3.B.1 OPTIONAL REQUIREMENT: The Contractor shall describe available options for a high-speed tabulator used to process AV ballots in an AVCB. If a high-speed AVCB option is available, the Contractor shall describe in detail, the specifications, components, features and functionality of the high-speed AVCB tabulator system. The Contractor shall also provide details on the process for electronically transmitting unofficial election night totals from the high-speed AVCB tabulator.

Verity Central provides high-speed scanning of absentee ballots and can be located at central ballot processing locations anywhere in the State. The Verity AVCB solution is completely integrated with the rest of the Verity Voting system, and it includes a commercial high-speed scanner, one or more PC workstations, and Verity Central software. Verity Central provides the processed cast vote records to the Verity Count component of the system for tabulation and reporting.

Verity Central does not count votes – it scans and records cast vote records, preparing them for rapid tabulation in Verity Count tabulation software. This approach allows jurisdictions to begin scanning before the close of polls on Election Day, thereby greatly accelerating the reporting of results. Verity Central also provides onscreen adjudication of ballots. Processed ballot information from Central is written to vDrives and transported to Verity Count. vDrives from multiple Verity Central clusters can all be read into Verity Count to consolidate results.

Verity Central's commercial scanner design provides not only easy maintenance and a robust supply chain, but Verity Central is also scalable, to accommodate multiple networked scanning client workstations. Verity Central workstations can be networked in clusters of up to four, and through the use of multiple clusters, Verity can be scaled upward to meet State and local entity needs now and in the future.

Based on barcodes printed on scanned ballots, Verity Central identifies and electronically manages multiple precinct styles, regardless of the order in which ballots are batched. Furthermore, Verity Central can scan ballots inserted in any orientation: face up, face down, header first, or footer first. Because AV ballots do not need to be pre-sorted before inserting them into the scanner, labor time is greatly reduced, and efficiency is markedly enhanced.

Verity Central's onscreen digital adjudication features are noteworthy. Instead of forcing users to outstack and hand-count ballots with questionable voter marks, with Verity Central, ballots with questionable marks can be adjudicated through an onscreen adjudication process. This process color-codes contests with marks that require attention (e.g., overvotes, undervotes, invalid marks, blank ballots, etc.) and allows authorized users to determine the disposition of unresolved marks without needing to handle the original marked ballot or re-make and re-scan outstacked ballots. In this way, Verity Central greatly boosts efficiency and accelerates reporting of results.

Verity Central also supports robust auditability, with highly filterable ballot image searches and access to original and annotated ballot images. When all ballots have been scanned and resolved, Central writes Cast Vote Records to vDrive portable flash media and can then be tabulated in Verity Count tabulation and reporting software.

To accommodate the varying ballot volumes different-sized jurisdictions manage, the Contractor has included three options for AVCB processing. For small jurisdictions, Contractor offers the option of using the precinct tabulator for AVCB use. The Verity Scan precinct tabulator with the Relay option provides electronic transmission of unofficial election night totals.

Recognizing that Michigan's local jurisdictions operate AVCBs in locations often away from the Clerk's central office, Contractor has outlined options for producing results in an AVCB, in lieu of constructing a full network. Verity supports a jurisdiction's ability to swap out removable hard disk drives on a single PC computer, thereby facilitating the use of two different software components on a single PC workstation. One hard drive can be installed with Verity Central (for AVCB high-speed scanning), and a second hard drive for Verity Count (for tabulation and reporting). In this way, one PC can support scanning, tabulating, and reporting functions.

1.3.B.2 The State prefers an AVCB high-speed tabulator option that utilizes Commercial Off The Shelf (COTS) equipment. If a high-speed AVCB tabulator is provided under this Contract, the Contractor shall indicate whether COTS options are available and shall provide detail related to the COTS components in the response to this section, and in **Schedule C, Pricing**, including make/model of COTS equipment.

Verity complies with this requirement. Three models of commercial high-speed scanners are available with Verity. We have noted further details, including make and model, in **Schedule C, Pricing**.

1.3.B.3 The Contractor shall indicate whether the high-speed AVCB tabulator system requires or utilizes special software or components that differ, or are in addition to, the requirements for the Contractor's Election Day tabulator system (as outlined in the response to the **HARDWARE requirements, Attachment 1.1**). Any additional components and/or costs must also be identified in **Schedule C, Pricing**.

The optional Verity Central high-speed AVCB consists of Verity Central software, a workstation and an enterprise-grade commercial scanner. The components and associated costs are provided in **Schedule C, Pricing**.

1.3.B.4 The Contractor must provide detailed information on the maximum number of ballot styles that can be processed by a single high-speed AVCB tabulator. Contractor provides multiple high-speed equipment options that allow for different-sized jurisdictions with differing volumes of AV ballots, and therefore differing ballot processing speeds.

With Verity Central, any ballot style included in a given election definition can be processed by a single AVCB tabulator. As a digital system, Verity Central provides maximum flexibility to accommodate multiple styles and precincts, without the need to "predefine" the high speed tabulator, and it removes the burden of pre-sorting ballots into specific batches before scanning. If a ballot style is included in the election definition created in Verity Build, Verity Central can process it, without limitation.

To accommodate the needs of different-sized jurisdictions, Contractor has included a variety of options with varying throughputs in **Schedule C, Pricing**.

As a security measure, Verity Central also exclusively recognizes ballots associated with a specific election ID, and it ensures that only those ballots styles specific to the current election are recorded and tabulated. Central rejects ballots that are not printed for the election that is currently defined and open on the system. The election identifier is embedded into the security barcodes on the ballots. Verity Central checks this election identifier on each ballot that is scanned and rejects any ballots that do not contain the correct election identifier.

1.3.B.5 The Contractor must document the speed at which ballots are processed (ballots per minute) and must provide comparative detail of the processing speed of the proposed high-speed AVCB tabulator vs. the processing speed of the Contractor's Election Day tabulator system; including a suggested replacement rate between precinct tabulators and high-speed tabulators (e.g., one high speed tabulator in lieu of X precinct tabulators).

Contractor has provided options for two different commercial scanners to use with Verity Central. The Canon DRG 1130 scanner processes ballots at a rate of 130 pages per minute, and the Canon DRG 1100 scanner processes ballots at a rate of 100 pages per minute. The Verity Scan scanner typically used for precinct voting scans ballots at the rate of approximately 10 pages per minute.

1.3.B.6 The Contractor shall provide details related to any available special ballot sorting options available with the high-speed AVCB tabulator system (e.g., ballot processing by precinct, outstacking/separation of write-ins, ambiguous marks and blank ballots that may require specialized handling by election inspectors).

Verity Central has powerful capabilities that greatly accelerate the processing of ballots, even in situations where traditional systems have no other option but to "reject" ballots that contain overvotes, write-ins, or other conditions that prevent the ballot from being read.

With Verity, it is only under circumstances where a ballot literally cannot be imaged for exceptional reasons (due to a defaced bar code, for example) that Verity Central is unable to read the ballot. In such exceptional circumstances, Verity Central continues scanning a batch without interruption, and the Scan Batch report identifies specific ballots in the batch that could not be read, with a plain language message to the operator. In addition, the reasons for the rejection, as well as the scan sequence number, are identified in an easy-to-read "Batch Scan" report.

Verity operates with an efficiency that sets it apart from older, non-digital approaches. Instead of forcing users to outstack and hand-count ballots with questionable voter marks, as is the case with older systems, with Verity Central, ballots with questionable marks can be adjudicated through the innovative Verity Central onscreen adjudication process. This process color-codes contests with marks that require attention (e.g., overvotes, undervotes, invalid marks, blank ballots, etc.) and allows authorized users to determine the disposition of unresolved marks without needing to handle the original marked ballot or re-make and re-scan outstacked ballots. In this way, Verity Central greatly boosts efficiency and accelerates reporting.

Verity Central also supports robust auditability, with highly filterable ballot image searches and access to original and annotated ballot images. When all ballots have been scanned and resolved, Central writes cast vote records to vDrive portable flash media and can then be tabulated in Verity Count tabulation and reporting software.

Attachment 1.4 Voting System ACCESSIBLE VOTING SYSTEM COMPONENT Technical Requirements

CATEGORY A. ACCESSIBLE VOTING SYSTEM REQUIREMENTS (GENERAL)

1.4.A.1 All requirements listed in **Attachment 1.1** (**HARDWARE requirements**) also apply to hardware used with proposed accessible voting system components for use by individuals with disabilities. The following requirements in this section are additional system requirements related to the Contractor's ACCESSIBLE VOTING COMPONENT.

The Verity Voting system complies with this requirement. Verity Touch Writer, the accessible ballot marking device solution, is a fully integrated part of the overall Verity Voting system.

1.4.A.2 The Contractor shall provide a complete description of the Contractor's accessible voting system, including all components, make/model, detailed functionality and specific abilities of the system to allow disabled voters to vote independently, privately, and in the same manner as other voters in a way meets all other requirements listed in this Contract.

The Verity Voting system uses no "segregated" or "special" components for accessible voting – all components are designed to be accessible to all voters. Accessibility is built in to the design of the Verity Touch Writer ballot marking device, the Voting Booth, and the Verity Scan ballot scanner.

The height, position, and orientation of all labels, displays, controls, keys, audio jacks, and any other part of the accessible voting station do not interfere with wheelchair controls and arm rests, whether the wheelchair approaches frontally or laterally.

> *Equality of access is at the core of the Verity design.*

Verity Touch Writer is an accessible paper ballot marking device that provides superior usability and accessibility. Most importantly, Verity Touch Writer provides **true equality of access**, with the same paper ballot for all voters; there are no segregated ballots.

Touch Writer is equipped with the Verity Access controller, which includes tactile buttons and audio ballot capability, as well as compatibility with other adaptive devices, such as jelly switches or sip-and-puff devices.

The Touch Writer interface supports a rich and user-friendly audio ballot experience for voters who are blind or visually impaired.

Verity Touch Writer's interface allows users to configure settings for audio volume, audio speech rate, visible magnification, contrast settings, language preference and audio or video ballot modes.

Touch Writer creates a ballot that looks and feels just like hand-marked ballots cast by voters who do not utilize the Touch Writer accessible BMD device. Accordingly, all ballots are the same across the entire Verity system; there are no segregated ballots that look or feel different for certain types of voters.

The Touch Writer ballots and the marks on the ballot are laser-printed and will not fade, smear, or degrade over a 22-month period. Recommended specifications for Verity ballot stock are 28/70 lb. paper, which is widely available in the commercial-off-the-shelf marketplace and which feels like durable, document-quality paper in standard sizes.

Because Touch Writer prints a fully marked ballot from blank stock after the voter marks and reviews selections on the electronic interface, it should be emphasized that Touch Writer's innovative hybrid of on-demand printing with an electronic interface means that no preprinted ballots are necessary, there are no ballots to load into the machine, and Touch Writer prints only the ballots needed. Finally, a single Touch Writer device can electronically manage and print multiple ballot styles, which makes the device especially suitable for Early Voting locations, if the State of Michigan adopts that method of voting in the future.

Accessible Voting Booth for Touch Writer. The voting booth designed for Verity Touch Writer is lightweight and easy to set up. The booth includes minimal parts for quick setup and it can be locked into place in one motion. The Verity Voting booth includes durable fabric privacy screens and complies with VVSG/ADA requirements for accessibility and controls within reach. Because Verity Touch Writer is a standalone device with its own purpose-built booth, jurisdictions may locate the accessible voting station in the most optimal part of each individual polling place to allow for best physical access and a peaceful, quiet voting experience.

Verity Scan uses a combination of large-font, plain-language instructions, large graphic images, and unique audible sounds to indicate ballots that require voter attention.

Patented indicator landing lights inform the user when the system ready for a ballot to be inserted. Lights blink green for "Ready to Accept Ballot" and red for "Do Not Insert Ballot."

Hart has made a conscious design choice to provide separate scanning and ballot marking devices on a shared, universal platform, rather than on a combined, all-in-one device. Hart believes that most all-in-one devices make compromises for physical access and general accessibility. In addition, all-in-one scanning devices that also include accessibility features can create bottlenecks in the polling place, as standard scanning and fully accessible voting sessions cannot both take place simultaneously. The resulting bottlenecks can delay voting, resulting in longer lines at the polling place.

1.4.A.3 The Contractor must provide a full listing of supplies utilized by the proposed accessible voting component, including paper, ink cartridges, batteries, etc. The Contractor shall indicate whether such supplies are available via commercial off-the-shelf (COTS) sources; prices for supplies must be included and listed in the Schedule **C, Pricing**.

Supplies are listed, with prices, in **Schedule C, Pricing**.

1.4.A.4 The accessible voting system shall be capable of utilizing the maximum size ballot in use with the base voting system.

Verity Touch Writer is capable of printing the largest ballot that can be processed by the base voting system for in-person voting; more specifically, the Verity Scan device, with which the Touch Writer is typically paired, can accommodate an 8.5" x 17" ballot as its maximum, and Verity Touch Writer is capable of printing that size.

Note: The Verity Voting system can produce an 11" x 17" ballot, but it is typically used only for by-mail voting and is processed by Verity Central; the in-person voting solution, made up of Verity Scan and Verity Touch Writer, and does not accommodate that exceptional size of ballot.

1.4.A.5 The accessible voting system component shall be easily portable and be transportable without damage to internal circuitry. The Contractor shall provide height and weight specifications of all accessible components, as well as any features related to portability and ease of transport.

Verity Voting devices are designed for secure, easy transportation and storage. More specifically, the voting devices were purposely designed to be as compact in size as possible (with a small footprint). Their compact size not only creates greater efficiencies and cost savings in storage and transportation by reducing the need for warehouse and trucking space, but also allows more flexible deployment by poll workers, because Verity Voting devices were specifically designed to comfortably fit within the confines of typical private vehicles.

In addition to the convenient carrying/storage case that is an integrated part of the Scan design, corrugated plastic cases are available for transportation and storage.

The lightweight Voting Booth includes a heavy canvas bag for protection during transport and storage.

Height and weight specifications are as follows:

Verity Touch Writer (with battery)

Height: 7.7 inches

Weight: 28.5 pounds

Verity Scan (with battery)

Height: 7.7 inches

Weight: 29.1 pounds

Accessible Voting Booth (with bag)

Height: 36 inches

Weight 17.1 pounds

1.4.A.6 The accessible voting system shall allow the option of programming multiple precincts or single precincts on each device. The Contractor shall indicate the maximum number of precincts/split precincts on a single unit.

All election configuration information is created in Verity Build, including multiple ballot styles for single or multiple precincts and split precincts, and is written to a flash media vDrive. That election information is then transferred from the vDrive to Verity Touch Writer and Verity Scan. The accessible voting system can accommodate a maximum of 2000 ballot styles on a single device; the limiting factor is Verity Build, not the software or hardware on the Touch Writer itself.

1.4.A.7 The Contractor shall document the size, weight, volume and any other pertinent size and dimension information related to the proposed accessible voting system and any/all related components.

Please see Contractor's response to requirement **1.4.A.5**.

1.4.A.8 The Contractor's accessible voting system shall accommodate visually impaired voters by presenting the ballot to a voter in an audio format. The Contractor shall describe the procedures for constructing an audio version of the ballot, whether it is through text to speech synthesis, voice recording, or any other technology utilized by the proposed voting system.

Touch Writer provides audio ballot capability to enable voters who cannot see to vote independently and privately, in a manner compliant with the requirements of the Americans with Disabilities act. All displayed content is also available through the audio interface.

In keeping with an overall design and implementation philosophy that seeks to maximize user and jurisdiction independence, the accessible voting system uses audio files that can be easily recorded in Verity Data, by election staff or third-party voice talent. Verity Data offers an easy-to-use software interface so that during the ballot programming process, each discrete text string that appears on the ballot can have a dedicated audio string associated with it. The Contractor believes that allowing users to create their own audio files with human recorded voice, instead of text-to-speech synthesis, results in a richer, more authentic audio ballot experience for voters, since jurisdictions can record text with the correct pronunciation and any other localized stylistic variables.

If users desire to use third-party text-to-speech tools to create their own audio recordings in automated fashion, Verity Data can accept the import of those files, or any other files that meet our published specifications.

The election data set created in Verity Build and written to Touch Writer from vDrives includes audio and image files. Verity Build includes a ballot layout viewer capable of producing printed outputs for purposes of proofreading all ballot styles, as well as the capability to proof recorded audio strings.
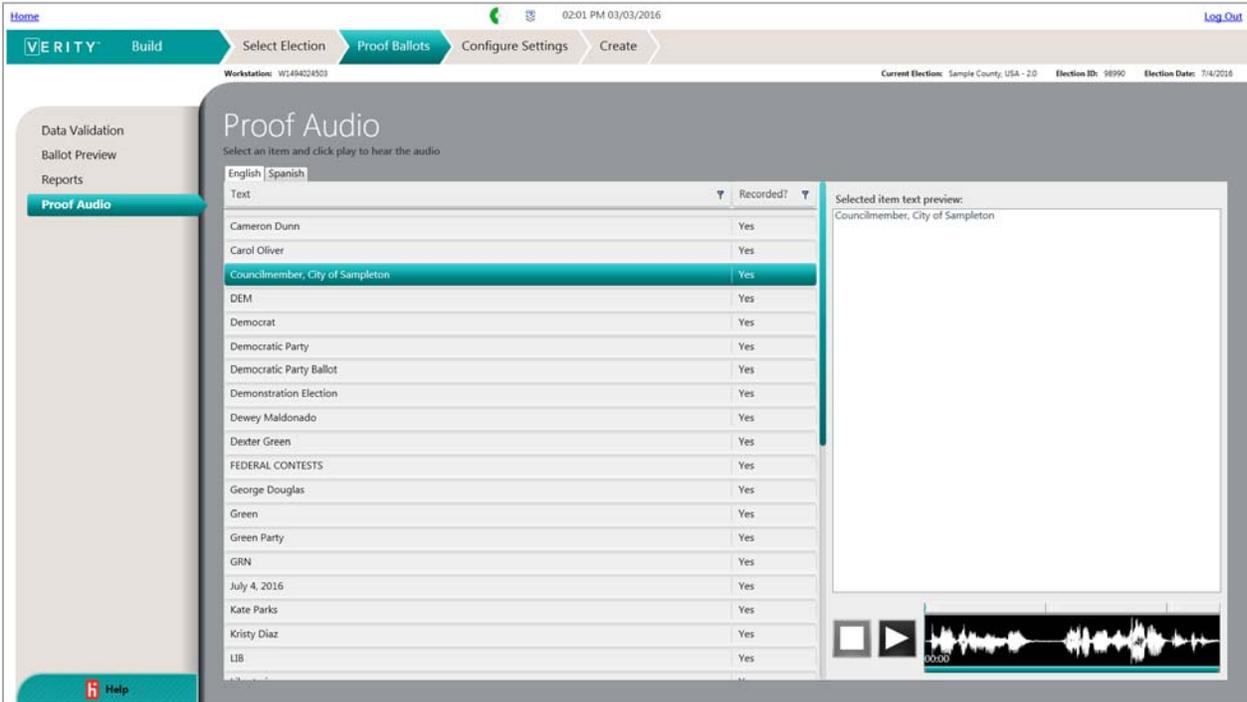
Touch Writer provides multiple methods for the voter to review his/her selections for contests and choices, including audio and multiple languages.

1.4.A.9 The Contractor's accessible voting system shall accommodate visually impaired voters by magnifying the ballot. Proposals shall detail the available functions for magnification of the ballot, including the various options and process for increasing/decreasing the size of the ballot display.

Yes. Verity Touch Writer complies with this requirement. Touch Writer allows voters to select a suitable font size, according to the federal VVSG 1.0 requirements for accessibility. Available font size settings are:

- Standard size setting – Font sizes vary from 21-32 points.

- Large size setting – All text is 40-point font.

- Small size setting: Font sizes vary from 18-22 points.

1.4.A.10 The Contractor's accessible voting system shall allow for high-contrast visual display.

> **Yes.** Verity Touch Writer allows voters to adjust display contrast settings and to mask the display entirely for non-sighted voter use. Two high-contrast modes are available: black text on white background and white text on black background.

1.4.A.11 The Contractor's accessible component must support the same alternative (non-English) languages as the proposed base voting system (at a minimum, Spanish and Bengali).

Please see Contractor's response to requirement **1.2.A.13** in **Attachment 1.2, EMS Software Technical Requirements**.

1.4.A.12 The Contractor's accessible voting system shall accommodate voters unable to physically indicate a voting choice by using a pointer, sip/puff device, A/B switch, braille, audio, etc.

Touch Writer is equipped with the Verity Access controller, which includes tactile buttons and audio ballot capability, as well as compatibility with other adaptive devices, such as jelly switches or sip-and-puff devices. In addition, the Verity Access controller includes dishing on every button, to support voters who use mouthpieces (if they have a dexterity impairment or paralysis, for example). Verity Access buttons are also raised, with beveled edges to facilitate tactile use, and all buttons also include raised Braille markings.

1.4.A.13 The accessible voting system shall provide audio and visual instruction on the use of the system.

Verity Touch Writer complies with this requirement.

1.4.A.14 The accessible voting system shall present the ballot to the voter in a clear and unambiguous manner.

Verity Touch Writer and Verity Scan use a modern, intuitive, plain-language interface based on EAC/AIGA Design for Democracy styles.

Sample Verity Touch Writer screens

Sample Verity Scan screens
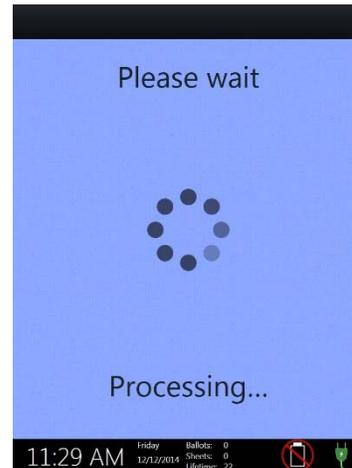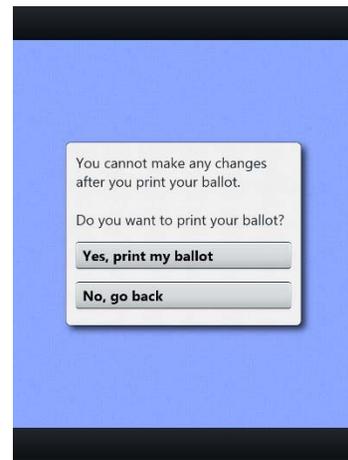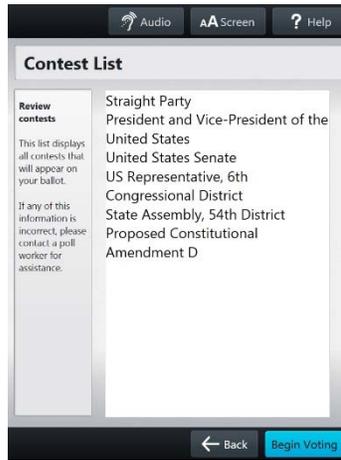
1.4.A.15 The accessible voting system shall provide a method for recording write-in votes.

The voter selects the write-in option, uses the touchscreen keypad or the Select button and Move wheel on the Access device to type the name of their desired write-in candidate, and then selects Accept. The write-in option appears selected with a green box and check mark to the left of the choice, showing the write-in candidate name. This functionality is also fully integrated with the system's audio ballot prompts, to allow voters who are blind or visually impaired to follow the same process.

1.4.A.16 The accessible voting system shall prohibit crossover votes on a partisan primary ballot.

Verity Touch Writer provides a filterable ballot interface when configured with an Open Primary election, to prohibit crossover votes in a partisan primary.

1.4.A.17 The accessible voting system shall prohibit over votes before a final vote is cast.

Verity Touch Writer does not permit voters to enter more selections than the valid number of choices available in any given contest – it is impossible to over vote on a Verity Touch Writer**.**

1.4.A.18 The accessible voting system shall allow option to skip races and/or sections (partisan/nonpartisan) of the ballot.

The Touch Writer interface includes a **Next** option that enables the voter to skip ahead in the ballot. In addition, every screen includes a **Review Your Choices** button, which the voter can tap to go directly to the review screen where they can review their choices and then print the ballot.
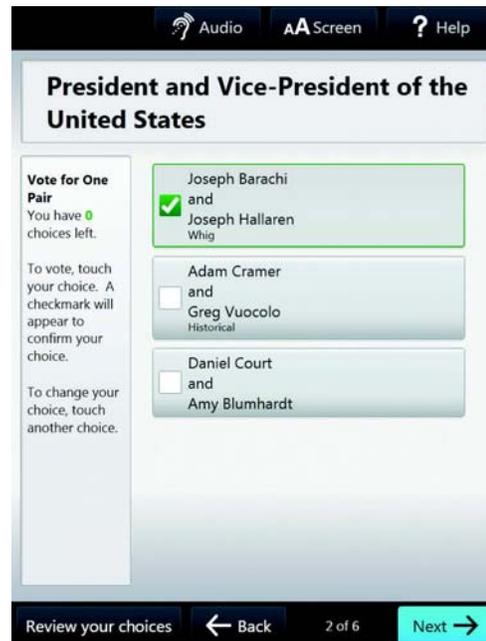
1.4.A.19 The accessible voting system shall allow option to "skip to the end" to cast a vote at any point.

The Touch Writer interface includes a "Review your choices" option that enables the voter to skip to the end of the voting session and print the ballot after reviewing all choices.

1.4.A.20 The accessible voting system shall issue a warning of undernotes during the **final review of votes screen only** (not on a contest-by-contest basis); and shall allow a voter to choose to cast the ballot if undernoted races are included.

Verity Touch Writer complies with this requirement.

1.4.A.21 Once the ballot is cast, the accessible voting system shall confirm to the voter that the action has occurred and that the voter's process of voting is complete.

Verity Touch Writer complies with this requirement.by presenting clear and unambiguous visual and/or audio messages to the voter, indicating that the voting session is complete.

1.4.A.22 Votes cast using the accessible voting system shall be accumulated with all other votes and reported as a single total within each precinct.

Verity complies with this requirement. All voters use the same Touch Writer ballot marking device and all ballots are scanned and recorded by Verity Scan, accumulated with all other votes, and reported as a single total within the precinct.

1.4.A.23 The accessible voting system shall ensure that each voter's ballot is secret and the voter cannot be identified by image, code or other methods.

Verity Touch Writer complies with this requirement. Each ballot produced is anonymous and cannot be identified by image, code or other methods. As noted earlier, it was a core tenet of the voting system design that paper ballots produced by the accessible ballot marking device should be equal to, and indistinguishable from, ballots printed for hand-marking.

1.4.A.24 The accessible voting system shall 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.

Verity Touch Writer complies with this requirement.

CATEGORY B. ACCESSIBLE SYSTEM – USE OF TOUCH-SCREEN INTERFACE

1.4.B.1 The Contractor's accessible voting system shall utilize a touch-screen interface for voters to use in voting a ballot.

Verity Touch Writer complies with this requirement.

Maximum number of candidates that can fit on one screen in the Verity Touch Writer application

Depending on how candidate names are formatted, Verity Touch Writer can display about eight candidate names at one time on a single screen, without requiring the use of additional "scroll bars" (see the orange bars in the images above). As noted elsewhere in this response, Verity has been tested with more than 165 candidates in a single contest, and those candidates would be displayed approximately eight at a time, with additional scrolling to see the entire list of names.

1.4.B.2 The Contractor shall indicate how the accessible voting system integrates with the precinct tabulator, including whether it is physically tethered to the precinct tabulator; if tethered, it should have a minimum of a 15' connection to the OS tabulator.

After a voter uses the Verity Touch Writer ballot marking device, he/she retrieves the printed ballot from the COTS laser printer next to the Touch Writer and takes it to the nearby Verity Scan device to cast the ballot. The Verity Scan device is not tethered to the Touch Writer device

CATEGORY C. ACCESSIBLE SYSTEM – USE OF PAPER BALLOT (POSSIBLE SCENARIOS)

1.4.C.1 The Contractor shall indicate whether the accessible voting system utilizes a paper ballot and shall indicate whether the accessible voting system follows any or all of the four scenarios listed in this section (scenarios a-d listed below). For each applicable scenario, the Contractor shall provide details on how the ballot is marked and tabulated by the accessible voting system, including a detailed description of the system functionality, steps in the ballot marking and voting process, and all other pertinent points related to the voting and processing of ballots under each applicable scenario.

Specific Contractor responses for each scenario appear below.

1.4.C.1.a Scenario a: accessible voting system utilizes the same paper ballot as the precinct ballot.

All voters use the same paper ballot.

a.i. (scenario a.) - The Contractor shall indicate whether the voter must physically insert the marked ballot into the tabulator, or if there is an automated function that does not require the voter to physically handle the ballot.

After a voter uses the Verity Touch Writer ballot marking device, he/she retrieves the printed ballot from the laser printer next to the Touch Writer and takes it to the nearby Verity Scan device to cast the ballot. Verity Scan includes tactile features to facilitate ballot insertion, even for non-sighted voters, an accessible ballot box orientation that complies with ADA requirements for parallel wheelchair approach, and unique audible sounds to notify voters of second-chance voting messages.

a.ii. (scenario a.): the accessible system shall allow for omni-directional feed of the ballot.

Verity Scan allows ballots to be fed in in any portrait orientation, face down or face up; and header-first or footer-first.

a.iii. (scenario a): The Contractor shall indicate whether manual adjustment is required to accommodate multiple ballot lengths.

Verity Scan requires no manual adjustment to accommodate multiple ballot lengths.

1.4.C.1.b Scenario b: accessible voting system prints an entire (marked) optical scan ballot to be tabulated.

Verity Touch Writer and attached commercial off-the-shelf printer comply with this requirement.

b.i. (scenario b.) OPTIONAL: The Contractor shall indicate whether the accessible voting system includes a self-contained printer (requiring no additional system equipment).

No. For reduced cost and easy maintenance, Touch Writer is paired with a COTS printer. After the voter uses the electronic interface to mark and review selections, the device prints a marked, full ballot from blank stock.

The printer prints duplex ballots automatically, in two passes. There is no need for elections staff to manually turn the paper over or otherwise handle the paper in any way during the printing process. To print on 8-1/2 x 17-inch paper, election staff simply places that size paper in the printer's extended/expandable paper tray.

b.ii. (scenario b.): For accessible voting systems that print a full marked paper ballot – the Contractor shall provide data, system checks and other features that clearly validate and demonstrate that printed votes are an exact (100%) match to original voter input.

The Verity Touch Writer offers voters an easy to use review screen that allows voters to review all selections and voter input prior to printing the marked ballot. Once the marked ballot is printed, because the ballot is identical to all other ballots produced for the Verity Voting system, voters who printed their ballots on the accessible device can take advantage of all of the second-chance voting features that exist on the Verity Scan. This allows voters to ensure that the printed ballot accurately reflects their intent, prior to casting the ballot.

1.4.C.1.c Scenario c: accessible voting system creates a modified summary ballot (e.g., listing only votes cast and a differently sized and laid-out ballot than the precinct ballot).

No. N/A. The proposed Verity Touch Writer accessible voting solution creates a full printed ballot that is equal and identical to ballots that are preprinted for hand-marking at the precinct.

c.i. (scenario c.) the tabulator shall have the ability to scan and tabulate votes from the modified ballot and combine vote totals into the overall vote totals in the precinct.

No. N/A. The proposed Verity Touch Writer accessible voting solution creates a full printed ballot that is equal and identical to ballots that are pre-printed for hand-marking at the precinct. All ballots are scanned and recorded by Verity Scan, accumulated with all other votes, and reported as a single total within the precinct.

CATEGORY D. RELIABILITY REQUIREMENTS

1.4.D.1 The accessible voting system shall permit diagnostic testing of all major components, including self-diagnostics (automatically generated) and error reports. The Contractor shall provide details of diagnostic testing available and related reports.

Verity Touch Writer performs diagnostics at every boot and reports these diagnostics in the **Power-On Self-Test Report** that prints automatically at every boot.

Audit logs for each Verity Voting system component include results of data integrity checks and diagnostic tests, as well as:

All security, authentication, and authorization attempts, such as access by users, Verity Key usage, and network connectivity and data transfer

All user account creation, information and password updates, and deletion events.

All data changes to user accounts, election definition, CVR records, media usage, and reporting

All components start-up, shutdown, and interruptions in running

All election actions taken on Verity components, including loading elections, value of counters, the assigned polling place, and user interactions with devices and ballots

1.4.D.2 Audit log requirements for the accessible voting system are the same as those listed for base system EMS; for additional components specific to accessible voting component, audit capabilities shall include identification of program and version being run; identification of the election file being used; record of all options entered by the operator (election official); number of voters by precinct and ballot style who have used the system.

Verity Touch Writer and Verity Scan comply with this requirement.

1.4.D.3 For accessible voting systems utilizing a touch screen interface, the Contractor shall provide details specifying methods used to calibrate and maintain calibration at acceptable levels.

See **Schedule A, Section 1.6B Preventative Maintenance** for Checklist.

1.4.D.4 The accessible voting system and all related components shall be capable of withstanding transport conditions that may include extremely bumpy roads, exposure to extreme heat, cold, humidity and dust without incurring damage during transportation or becoming inoperable as a result of such transport.

In addition to the durable, convenient carrying/storage case that is an integrated part of the Verity Touch Writer and Verity Scan design, corrugated plastic cases are also available for transportation and storage, as well as durable canvas bags for the voting booth and ballot box.

Furthermore, the Contractor will provide the State with documentation and best practices to assist with the transportation, storage, and deployment of Touch Writer and Verity Scan voting devices.

1.4.D.5 The accessible voting system and all related components shall be capable of withstanding frequent loading and unloading, stacking and unstacking, assembling, disassembling, reassembling, and other routing handling in the course of normal storage and operation.

All Verity Voting devices are designed for secure, easy transportation and storage. More specifically, the voting devices were purposely designed to be as compact in size as possible (with a small footprint) and significantly smaller than other solutions currently available in the marketplace. Their compact size creates greater efficiencies and cost savings in storage and transportation by reducing the need for warehouse and trucking space. It also allows more flexible deployment by poll workers, because Verity Voting devices were specifically designed to comfortably fit within the confines of typical private vehicles.

In addition, all Verity devices have been tested and comply with a series of environmental stress standards defined by the US Military. The full list is included in Contractor's response to requirement **1.1.A.26** in **Attachment 1.1 Hardware Technical Requirements**.

1.4.D.6 OPTIONAL REQUIREMENT: The Contractor shall document and explain any available special features of the accessible voting system that demonstrates water resistance features.

Verity Scan is designed to withstand real-world conditions. As with many electronic devices, however, Verity Scan is not water resistant and should be protected from water and humidity.

1.4.D.7 OPTIONAL REQUIREMENT: The Contractor shall document and explain any available storage-friendly options for the accessible voting system components.

All Verity Voting system components are easily transportable and include durable, protective containers for transport and storage.

Verity Scan and Verity Touch Writer include a compact and durable integrated storage case for secure, easy transportation and storage. In addition to the convenient carrying/storage case that is an integrated part of the Scan design, corrugated plastic cases are available for transportation and storage.

The rugged Verity Ballot Box folds to just 6 inches thin for easy transportation and storage. A sturdy canvas bag is also available for transporting and storing the Ballot Box.

The lightweight Voting Booth includes a heavy canvas bag for protection during transport and storage.

1.4.D.8 If applicable – the Contractor shall indicate whether the accessible voting system components utilize a backup battery; if so, the backup battery must meet the same requirements as those listed for the tabulator backup batter included in **Attachment 1.1 HARDWARE Requirements.**

Please see Contractor's response to requirement **1.1.F.8** in **Attachment 1.1 Hardware Requirements.**

1.4.D.9 If a table or other type of base is utilized, the Contractor must describe the design, shape and use of the table/base, as well as durability features of the table/base.

The accessible Voting Booth for Touch Writer is lightweight and easy to set up. The booth includes minimal parts for quick setup and it can be locked into place in one easy motion. The Verity Voting booth includes durable fabric privacy screens and complies with VVSG requirements for accessibility and controls within reach. Because Verity Touch Writer is a standalone device with its own purpose-built booth, jurisdictions have the freedom to locate the accessible voting station in the most optimal part of each individual polling place to allow for best physical access and a peaceful, quiet voting experience.

Alternatively, Verity Touch Writer can be deployed separately from the accessible booth, and can be placed on a surface that is the most convenient height and in the most convenient location for voters and poll workers.

1.4.D.10 If a privacy screen is utilized, the Contractor must describe the design, shape and use of the privacy screen, as well as durability features of the privacy screen.

The privacy screens included in the Verity Touch Writer accessible booth are U-shaped and made of lightweight, durable ripstop nylon. They include durable wire frames to support the screens in an upright position while they are installed, and they are easily inserted or removed from purpose-built connection points in the booth platform. When not installed, the privacy screens can be laid flat and easily stored inside the canvas carrying bag for the accessible booth.

Exhibit 3 to Schedule A

Michigan QVF Export File Format

See separate document (83 pgs.)

SCHEDULE B LICENSE AGREEMENT
Hart InterCivic, Inc.

VERITY

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**Agreement**"), entered into effective as of _____, 201__ ("the **Effective Date**") by and between Hart InterCivic, Inc., a Texas corporation ("**Hart**") and the Customer set forth below ("**Customer**"), sets forth the terms and conditions pursuant to which Customer may procure or license from Hart certain software ("**Software**") for use in connection with certain hardware ("**Hardware**"). Hart will provide Software support services ("**Software Support Services**"), and/or design, engineering, software development, project management, operational training, election event support, and/or other services ("**Professional Services**"), from time to time pursuant to that certain Standard Contract Terms dated as of the Effective date between Hart and Customer ("**Contract**"). Hardware and Software may be referred to as "**Products**" and Software Support Services and/or related services and/or Professional Services may be referred to as "**Services**." Products may be "**Hart Hardware**," and "**Hart Proprietary Software**," (i.e. "**Hart Products**") or "**Third Party Hardware**" and "**Sublicensed Software**" (i.e. **"Third Party Products**"). The foregoing may be referred to together as the "**Verity system**." Capitalized terms not otherwise defined herein have the meanings assigned to them in the Contract.

Hart agrees to sell or provide to Customer Software and Services according to this Agreement and the Contract, which includes all Schedules, Attachments and Exhibits hereto and thereto. Customer agrees to all terms and conditions of this Agreement and the Contract, which includes all Schedules, Attachments and Exhibits hereto and thereto.

Agreed and Accepted:

<u>Customer</u>   **<u>Hart</u>**

Jurisdiction: _____

Executed By:_____   _____

Name: _____   Phillip W. Braithwaite

Title: _____   CEO

This Agreement is not effective until executed by both parties.
Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

1.   **RESERVED.**

2.   **PRICING AND PAYMENT**

2.1. **Software Subscription and License Fee**. The "**License Fee**" is the fee for licensing (in the case of Hart Proprietary Software), sublicensing (in the case of Sublicensed Software, if any) and support (a "**License and Support Subscription**") for the Term (defined below). Pricing for the License Fee is included within the Schedule C Cost Tables. Pricing for subsequently ordered License and Support Subscriptions beyond the Term shall be mutually agreed between the parties.

2.2. **Other Services**. Pricing and payment for Professional Services for custom software development shall be set forth in the Contract or if not specified, as agreed between Hart and Customer.

2.3. **Payment**. The License Fee is due upon receipt of Deliverables and the EMS Software.

3.   **RESERVED**.

4.   **SOFTWARE SPECIFIC TERMS**

4.1. **License**. Subject to the terms and conditions of this Agreement, during the Term, Hart grants to Customer (i) a personal, nonexclusive, nontransferable and limited license to use the Hart Proprietary Software (which includes firmware, meaning the Hart Proprietary Software embedded in any Verity system device that allows execution of the software functions) and (ii) a personal, nonexclusive, nontransferable and limited sublicense to use the Sublicensed Software, if applicable. With this right to use, Hart will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer's internal data processing requirements as part of the Verity system. The Software may be used only at the Licensed Location specified as the jurisdiction on the signature page of this Agreement and only on the hardware or other computer systems authorized by Hart in writing. Customer's use of the Software will be limited to the number of licenses specified in the applicable quotation or as set forth in a Statement of Work executed as part of the Contract. Only Customer and its authorized employees, agents or contractors may use or access the Software. For applicable components, Voters are also authorized to interact with the Software, in a manner consistent with user instructions, for the sole purpose of producing a Cast Vote Record during the course of an election. To the extent Hart Proprietary Software contains embedded third party software, third party licenses may apply. Such embedded third party software is distinguished from "Sublicensed Software" which is stand-alone software not part of Hart Proprietary Software. See Exhibit B for a listing of Sublicensed Software, if any

4.2. **Records and Audit**. Customer shall keep clear, complete and accurate books of account and records with respect to the usage of Software and access to the Software licensed hereunder, including without limitation with respect to access thereto.   Customer agrees that during the Term, Hart, the licensors of any Sublicensed Software, and their representatives may periodically inspect, conduct, and/or direct an independent accounting firm to conduct an audit, at mutually agreed-upon times during normal business hours, of the computer site, computer systems, and appropriate records of Customer to verify Customer's compliance with the terms of the licenses and sublicenses granted to Customer. If any such examination discloses unauthorized usage, then Customer, shall make such payment then due, including appropriate historical payments without limiting Hart's remedies.

4.3. **Restrictions**.

4.3.1. The Hart Hardware and Hart Proprietary Software are designed to be used only with each other and/or the agreed-upon Sublicensed Software (if any) and Third Party Hardware. To protect the integrity and security of the Verity system, Customer shall comply with the following practices and shall not deviate from them without the express written consent of Hart: (i) Customer shall use the Software and Hardware only in connection with the Verity system, and Customer may only use Hart branded or approved peripherals and consumables with the Verity system.; (ii) Customer shall not install or use other software on or with the Hardware or Software or network the Hardware or Software with any other hardware, software, equipment, or computer systems; (iii) Customer shall not modify the Hardware or Software and (iv) Customer shall not attempt to access or derive any source code. If Customer does not comply with any provisions of this Section 5.3, then (i) the Limited Warranties under Section [31] of the Contract and the licenses and sublicenses granted under Section 3.1 will automatically terminate; (ii) Hart may terminate its obligation to provide Software Support Services under the Contract; (iii) Hart will have no further installation obligations. Furthermore, if

Customer uses the Software and Hardware in combination with other software and equipment (other software or equipment being those not provided by Hart or its designees), and the combination infringes Hart proprietary patent claims outside the scope of the software license granted to Customer under Section 4.1, Hart reserves its rights to enforce its patents with respect to those claims.

4.3.2. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software. Customer shall not use any Software for application development, modification, or customization purposes, except through Hart.

4.3.3. Customer shall not assign, transfer, sublicense, time-share, or rent the Software or use it for facility management or as a service bureau serving others outside of the jurisdiction. This restriction does not preclude or restrict Customer from contracting for election services for other local governments located within Customer's jurisdictional boundaries. Customer shall not modify, copy, or duplicate the Software. All use of software and hardware on which the software resides shall take place and be for activities within Customer's jurisdictional boundaries, except for in cases of joint elections conducted cooperatively with neighboring jurisdictions. All copies of the Software, in whole or in part, must contain all of Hart's or the third-party licensor's titles, B, copyright notices, and other restrictive and proprietary notices and legends (including government-restricted rights) as they appear on the copies of the Software provided to Customer. Customer shall notify Hart of the following: (i) the location of all Software and all copies thereof and (ii) any circumstances known to Customer regarding any unauthorized possession or use of the Software.

4.3.4. Customer shall not publish any results of benchmark tests run on any Software.

4.3.5. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Customer shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party licensor will not be liable for any claims or damages arising from such use.

5. DOCUMENTATION

Hart will provide Customer with one (1) electronic copy of the standard user-level documentation and operator's manuals and where applicable, environmental specifications for the Product installed at the Customer's location before the first election for which the Product will be used, following installation. Customer may make unlimited hard copies for internal business purposes.

6. PROPRIETARY RIGHTS

6.1. **Reservation of Rights.** Customer acknowledges and agrees that the design of the Products, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, bug fixes, updates, trade secrets and material are the property of Hart and its licensors. Customer agrees that the sale of the Hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property. All patents, trademarks, copyrights, trade secrets, and other intellectual property rights, whether now owned or acquired by Hart with respect to the Products, are the sole and absolute property of Hart and its licensors. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Product(s), or copy, reproduce, modify, sell, license, or otherwise transfer any rights in any proprietary property of Hart. Further Customer shall not remove any trademark, copyright, or other proprietary or restrictive notices contained on any Hart user documentation, operator's manuals, and environmental specifications, and all copies will contain such notices as are on the original electronic media. All ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, firmware, equipment architecture, software, improvements, bug fixes, updates, and trade secrets developed by Hart personnel (alone or jointly with others, including Customer) in connection with Hart Confidential Information, Verity system, and Hart Proprietary Software will be the exclusive property of Hart. For the purposes of this Agreement and the Contract, Hart Confidential Information includes, without limitation, all Software, the Documentation and support materials, and the terms and conditions of this Agreement and the Contract.

6.2. **Customer Suggestions and Recommendations.** Customer may propose, suggest, or recommend changes to the Products at any time. For purposes of clarity, Hart agrees to make modifications required pursuant to Section 1.5 (D) in the Statement of Work in accordance with the Contract.   Such proposals, modifications, suggestions, or recommendations will become Hart's property and are hereby assigned to Hart. Hart may include any such proposals, modifications, suggestions, or recommendations, solely at Hart's option, in subsequent periodic Product updates, without

restriction or obligation. Subject to Section 1.5(D) in the Statement of Work, Hart is under no obligation to change, alter, or otherwise revise the Products according to Customer's proposals, suggestions, or recommendations.

6.3. **License Back** If Customer possesses or comes to possess a licensable or sub-licensable interest in any issued patent with claims that read upon the Verity system, its method of operation, or any component thereof, Customer hereby grants and promises to grant a perpetual, irrevocable, royalty-free, paid-up license, with right to sublicense, of such interest to Hart permitting Hart to make, have made, use, and sell materials or services within the scope of the patent claims, unless prohibited under Michigan law.

7. SOFTWARE SUPPORT SERVICES

7.1. **Description of Software Support Services**. Subject to the terms and conditions of this Agreement, Hart will provide Customer the Software Support Services described in Section 1.6 in the Statement of Work. Software Support Services under this Section do not cover any of the exclusions from warranty and support coverage as described under Section 8. If Hart, in its discretion, provides Software Support Services in addition to the services described under this Section, Customer will pay Hart for such services on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices, unless otherwise agreed in writing by Hart and Customer.

8. WARRANTY

8.1. **Limited Warranties**. The Hart Products carry the limited warranties set forth in Section [31] of the Contract, subject to any disclaimers or exclusions set forth therein.

8.2. **Exclusions from Warranty and Software Support Services.** The warranties under this Section and Software Support under Section 7 do not cover defects, errors, or malfunctions that are caused by any external causes, including, but not limited to, any of the following: (a) Customer's failure to follow operational, support, or storage instructions as set forth in applicable documentation; (b) the use of incompatible media, supplies, parts, or components; (c) modification or alteration of the Verity system, or its components, by Customer or third parties not authorized by Hart; (d) use of equipment or software not supplied or authorized by Hart; (e) external factors (including, without limitation, power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (f) failure to maintain proper site specifications and environmental conditions; (g) negligence, accidents, abuse, neglect, misuse, or tampering; (h) improper or abnormal use or use under abnormal conditions; (i) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications and instructions; (j) use of software on Equipment that is not in good operating condition;; (l) servicing or support not authorized by Hart; or (m) Force Majeure. In any case where Hart Proprietary Software interfaces with third party software, including but not limited to, the Customer's voter registration system, non-Hart election management system, early voting validation system, non-Hart election systems, absentee envelope management systems, or other like systems, Hart will not be responsible for proper operation of any Software that interfaces with the third party software should such third party software be updated, replaced, modified, or altered in any way. Hart will also not be responsible for the proper operation of any Software running on Customer's computer equipment, should Customer install a new computer operating system on said equipment without advising Hart of such changes and receiving Hart's written approval. Hart will not be responsible for the proper operation of any Software should it be configured or operated in any manner contrary than that described herein. Professional Services and associated costs may be required in those situations where the Customer requests Hart's review and approval of any system changes outside the original system specifications within this Contract. Hart reserves the right to charge for repairs on a time-and-materials basis at Hart's then-prevailing rates, plus expenses, and for replacements at Hart's list prices caused by these exclusions from warranty and support coverage.

9. RESERVED.

10. CUSTOMER RESPONSIBILITIES

10.1. **Cooperation**. Customer agrees to cooperate with Hart and promptly perform Customer's responsibilities hereunder for the purposes of facilitating customer service. Customer will (a) provide adequate working and storage space for use by Hart personnel near the applicable Hardware; (b) provide Hart full access to the Hardware and Software and sufficient computer time, subject to Customer's security rules; (c) follow Hart's procedures for placing hardware warranty or software support service requests and determining if warranty remedial service is required; (d) follow Hart's instructions for obtaining hardware and software support and warranty services; (e) provide a memory dump and additional data in machine-readable form if requested; (f) reproduce suspected errors or malfunctions in Software; (g) provide timely

access to key Customer personnel and timely respond to Hart's questions; and (h) otherwise cooperate with Hart in its performance under this Agreement.

10.2. **Site Preparation**. Customer shall prepare and maintain the installation site in accordance with instructions provided by Hart. Customer is responsible for environmental requirements, electrical interconnections, and modifications to facilities for proper installation, in accordance with Hart's specifications. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

10.3. **Site Maintenance; Proper Storage**. Customer shall maintain the appropriate operating environment, in accordance with Hart's specifications, for the Products and all communications equipment, telephone lines, electric lines, cabling, modems, air conditioning, and all other equipment and utilities necessary for the Products to operate properly. Customer shall properly store the Products when not in use.

10.4. **Use**. Customer is exclusively responsible for supervising, managing, and controlling its use of the Products, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making timely data backups, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Customer will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Hardware and Software are used in accordance with applicable manuals, instructions, and specifications. Customer shall comply with all applicable laws, rules, and regulations with respect to its use of the Products.

10.5. **Backups**. Customer is solely responsible for timely data backups, and Customer will maintain backup data necessary to replace critical Customer data in the event of loss or damage to data from any cause. Hart is not liable for data loss.

11. TERM AND TERMINATION

11.1. **Term**.

The term of this Agreement is 10 years from the date of purchase, and any extension thereof by the State or Authorized User. .

11.2. **Renewals**. Authorized Users' may renew License and Support Subscriptions for successive periods of one (1) year following the end of the Term upon mutual agreement of the parties. In such event, the parties will mutually agree to an addendum to this Agreement with respect to the terms and conditions applicable to such renewal term(s). Customer must pay the Annual Fee invoiced by Hart for such renewals. Each renewal License and Support Subscription term will be one (1) year, commencing on the expiration of the prior term and expiring on the immediately following anniversary date.

11.3. **Effect of Expiration and Termination**. Sections 4.2-4.3, 6, 8.2, 11.3, and 12-13 shall survive any termination or expiration of this Agreement. All other rights and obligations (including licenses) shall be of no further force or effect.

12. DISCLAIMERS AND LIMITATIONS OF LIABILITY

12.1. **Disclaimer of Warranty**. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES APPLICABLE TO THE PRODUCT(S) AND/OR SERVICES REFERENCED IN SECTION 8 OF THIS AGREEMENT (WHICH REFERENCES SECTION 31 OF THE CONTRACT), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE UNDER THIS AGREEMENT. FOR PURPOSES OF CLARITY, THE DISCLAIMERS SET FORTH IN SECTION 31(E) OF THE CONTRACT ALSO APPLY TO THIS AGREEMENT.

12.2. **Limitations of Liability.** THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 25 OF THE CONTRACT APPLY TO THIS AGREEMENT AND ARE HEREBY INCORPORATED BY REFERENCE HEREIN. FOR PURPOSES OF CLARITY, CLAIMS OF ANY KIND (WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, STRICT LIABILITY OR OTHWERWISE MADE OR ALLEGED UNDER THIS AGREEMENT WILL BE DEEMED TO BE CLAIMS UNDER THE CONTRACT (AND CLAIMS OF ANY KIND UNDER THE CONTRACT WILL BE DEEMED TO BE CLAIMS UNDER THIS AGREEMENT) AND PAYMENTS WITH RESPECT THERETO WILL COUNT TOWARD A PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS SECTION 12.2 AND SECTION 25 OF THE CONTRACT. THE PARTIES AGREE THAT THE LIABILITY AND WARRANTY LIMITATIONS SET FORTH IN THIS AGREEMENT AND THE CONTRACT ARE A REASONABLE ALLOCATION OF RISK AND LIABILITY CONSIDERING THE RESPECTIVE

BENEFITS OBTAINED HEREUNDER. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

13.   GENERAL PROVISIONS

13.1.   **Entire Agreement**. This Agreement is considered Schedule B of the Contract, and it, along with all other Schedules, Exhibits and Attachments to the Contract are the entire agreement between the parties with respect to the subject matter contemplated herein, and supersede all prior negotiations and oral agreements with respect thereto. Hart makes no representations or warranties with respect to this Agreement or its Products or Services that are not included herein. The use of preprinted Customer forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Agreement, the Contract and any terms and conditions on a Customer purchase order, acknowledgment, or other Customer preprinted form, the terms and conditions of the Contract will govern; provided that Sections 4 and 6 of this Agreement will govern in the event of any such conflict. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

13.2.   **Interpretation**. This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

13.3.   **GOVERNING LAW**. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS.

13.4.   **Severability**. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

13.5.   **Compliance with Laws**. Customer and Hart shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Products. Products provided under this Agreement may be subject to U.S. and other government export control regulations. Customer shall not export or re-export any Products.

13.6.   **Trademarks**. Verity Election Office™, Verity Voting™, Verity Scan™, Verity Touch™, Verity Controller™, Verity Access™, Verity vDrive™, Verity Touch Writer™, Verity Ballot™, Verity Layout™, Verity Build™, Verity Count™, Verity Relay™, Verity Key™, and Verity Central™, and such other Product names indicated as trademarked names of Hart are trademarks of Hart.

Exhibit A

Definitions

"*Hart*" means Hart InterCivic, Inc., a Texas corporation.

"*Verity Access™*" means the audio tactile interface (ATI) CONTROLLER created by Hart as an add-on component to a Verity Touch*™* that facilitates the performance of voting activities by disabled voters, for example, by providing an audio ballot presentation and/or accepting inputs from adaptive switch mechanisms that facilitate interaction with disabled voters, as needed.

"*Verity Print™*" means the device created by Hart for purposes of on-demand ballot printing; this device creates a blank paper ballot from the poll worker's selection of the voter's ballot style or precinct on the Verity Print interface.

"*Verity Controller*™" is a polling place management console capable of interacting with one or more Verity Touch™ devices by transmitting and receiving signals that manage an election, e.g., by opening and closing the polls, providing or recording an audit trail of system events during an election, storing cast ballot data, and applying data security and integrity algorithms.

"*Verity Scan™*" means the Verity Scan™ device created by Hart, consisting of an in-person digital ballot imaging device. The single-feed scanner transports and scans both sides of a ballot simultaneously, and it is securely attached to a ballot box that provides for secure ballot storage and transport.

"*Verity Election Office*" means Hart InterCivic's software platform that can accommodate a variety of election administration applications and is designed for interoperability with Verity Voting Hardware and Software.

"*Verity Touch™*" means the Verity Touch*™* electronic voting device created by Hart. Verity Touch devices consist of hardware including an electronically configurable voting station that permits a voter to cast votes by direct interaction, which voting station in its present configuration created by Hart comprises an electronically configurable touchscreen liquid crystal display (LCD) panel for use in displaying ballot images, and options for tactile input buttons that facilitate voter options for selecting ballot choices and casting a ballot.

"*Verity Touch Writer™*" means the device created by Hart for ballot-marking functions. Touch Writer creates a paper marked ballot from the voter's selections on the electronic interface or the Verity Access ATI controller.

"*Verity Voting*" means Hart InterCivic's family of voting system components designed to conform to federal voting system standards.

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Exhibit B

HART PROPRIETARY AND SUBLICENSED SOFTWARE

Hart Proprietary Software Licensed to Customer via annual subscription:

ITEM NUMBER	DESCRIPTION	NUMBER OF LICENSES

Licensed Location is the jurisdiction named on the signature page of this Agreement.

Software Sublicensed to Customer via annual subscription:

None

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STATE OF MICHIGAN

Contract No. 071B7700128
Voting System Hardware, Firmware, Software and Service

**SCHEDULE C
PRICING**

1. The pricing schedule for the Contract Activities is in the cost tables on the following pages.

2. Pricing encompasses 5 separate tables (attached):
   * Cost Table 1. Precinct Tabulators and Accessible Voting Systems
   * Cost Table 2. Election Management System (EMS) Software –License Fee and Extended Service / Maintenance (NOTE: this cost table has 2 parts: Tables 2a and 2b)
   * Cost Table 3. OPTIONAL ITEM – High Speed AVCB Tabulator
   * Cost Table 4. Component Replacement / Additional Parts
   * Cost Table 5: Additional Options/Costs – EMS Network Configuration options - The Contractor has standard third party network configurations and related pricing for use by counties and select local jurisdictions in implementing Election Management Systems (EMS) for the following environments: Accumulation Only; Full EMS; Accumulation Only with modeming; and Full EMS with modeming. Orders for these configuration components will be handled and negotiated separately between the Contractor and their individual customers.

3. **Prices include all costs,** including but not limited to any one-time or set-up charges, fees, and potential costs that Contractor may charge the State/Authorized User (e.g., shipping and handling, per-piece pricing, and palletizing). **Any element of the Contractor's system with an associated cost (including optional system features) must be listed and included in one of the Cost Tables available.**

4. Prices listed are fixed for the contract term, and represent the maximum prices per item. Notwithstanding the foregoing, the Contractor is authorized to negotiate pricing with individual counties that are lower than the prices listed here. Any and all lower negotiated prices must be communicated to the Program Manager immediately as they are finalized. Additionally, price changes may be proposed at the end of the initial service and maintenance period, (acquisition year + 4 years) **for component replacement/additional parts only (Cost Table 4).**

Cost Table 1. Precinct Tabulators and Accessible Voting Systems

	PURCHASE AND INITIAL SERVICE / MAINTENANCE PERIOD (ACQUISITION YEAR + 4 YEARS)			EXTENDED SERVICE / MAINTENANCE PERIOD (ANNUAL PAYMENT – UP TO 5 ADDITIONAL YEARS)
	Per-Unit Purchase Price	**Incentive Program (existing equipment per-unit trade-in discount) See Schedule A Section 1.9**	**Per-Unit Purchase Price with Discount**	**Per-Unit Annual Extended Service/Maintenance Price**
Precinct Tabulators – • 1 at State level (no charge) • 1 per county • 1 per precinct • AVCB Tabulators	$5,501.00	$1.00	$5,500.00	$564.00
Accessible Voting System (1 per polling place)*	$4,501.00	$1.00	$4,500.00	$515.00
vDrive (Memory Device) - 1 per voting device	$45.00	$0.00	$45.00	N/A
Verity Key (Security Device) 1 per jurisdiction	$80.00	$0.00	$80.00	N/A
6 Bay Battery Charger - 1 per County / State	$540.00	$0.00	$540.00	N/A

*Polling places with more than 2 precincts may receive an additional accessible voting system.

Notes

*__Hart will offer a $1.00 trade in-discount__ for current voting equipment. This is reflected in Schedule C, Pricing. Hart will also remove old voting systems for counties that wish to salvage their old equipment. Hart will not resell the equipment, but will have it salvaged in an environmentally responsible manner at no cost to the counties.

**__Pricing for Precinct Tabulator__ includes the following: Verity Scan voting unit with Relay (electronic transmission), Ballot Box with transport bag and privacy screens. Price includes acquisition year plus 4 years of service / maintenance (includes warranty coverage).

**__Pricing for Accessible Voting System__ includes the following: Verity Touch Writer with Access ballot marking device, accessible voting booth, Okidata B431 ballot printer and printer table. Price includes acquisition year plus 4 years of service / maintenance (includes warranty coverage)

***__Per-Unit Annual Extended Service/Maintenance Price__ (includes warranty coverage) covers years 6 through 10. Years 1 through 5 are covered with initial purchase

Cost Table 2. Election Management System (EMS) Software –SOFTWARE LICENSE FEE; INITIAL AND EXTENDED SERVICE / MAINTENANCE

Two cost tables are included in this section (2a and 2b).Several clarifying notes are provided with respect to EMS Pricing.

EMS costs will be applicable to counties, as well as select local jurisdictions. Each county will select either:

    1) **Full EMS ("Program Your Own")**, for counties that fully program their elections internally (without reliance on the voting system Contractor/subcontractor); or
    2) **Accumulation-Only EMS**, for counties that rely on the voting system Contractor/subcontractor for programming; the accumulation-only functionality for these counties shall include the capability to burn media, read media, transmit results and produce accumulation reports.

- The Accumulation-Only version of EMS will also be available to local jurisdictions statewide. While each county will acquire either Full EMS or Accumulation-Only EMS), local cities and townships (local jurisdictions) will have the option to acquire a copy of Accumulation Only EMS. A statewide EMS purchase for local jurisdictions is **not** planned. Costs for Accumulation-Only EMS for local jurisdictions will be included in the total EMS license fee for the respective county.

- The EMS License fee is included in the initial payment in year 1, and covers the entire contract term. The initial payment also covers the initial service and maintenance period (acquisition year, plus 4 additional years). The extended service/maintenance period covers an additional 5 years, after the expiration of the initial service and maintenance period. During the extended service/maintenance period (years 6-10), counties have the option of selecting either an annual fee or an hourly technical support rate. See **Table 2b** for additional information on extended service/maintenance costs and options**.**

- NOTE: Additional EMS component costs are listed in **Cost Table 4**. Also, **Cost Table 5** includes costs for required/recommended EMS Network components, for several possible network configurations. These additional EMS component and network costs are the sole responsibility of the county/local jurisdiction.

Cost Table 2a – Base EMS Price (Software License Fee + Initial Service/Maintenance)

Category	EMS SOFTWARE LICENSE FEE (INCLUDES INITIAL SERVICE / MAINTENANCE FOR ACQUISITION YEAR + 4 ADDITIONAL YEARS) EMS Initial License Fee* (price per copy)
County Option 1: Full EMS	$218,920.00
County Option 2: Accumulation Only	$49,750.00
Local Jurisdiction EMS: Accumulation-Only	$0.00

Notes
* **Full EMS** includes the following: 1 license of Verity Build (used for election definition), 1 license Verity Data (used for data management) and 1 license of Verity Count (used for accumulation - tabulation and reporting). Price includes 10 years of software licensing fees and 5 years of service / maintenance (includes warranty coverage)

* **Accumulation Only** includes the following: 1 license of Verity Count (used for accumulation - tabulation and reporting). Price includes 10 years of software licensing fees and 5 years of service / maintenance (includes warranty coverage)

** See Cost Table 5 for required software accessories

Cost Table 2b – EMS Extended Service / Maintenance Fees

NOTE: For EMS extended service / maintenance, counties have the option to choose either a flat annual rate or an hourly technical support rate. These rates shall be the same for all counties for each option (one set price for Full EMS, one set price for Accumulation-Only EMS).

	EMS EXTENDED SERVICE / MAINTENANCE PERIOD (UP TO 5 ADDITIONAL YEARS)	
	OPTION 1: ANNUAL COUNTY EMS SUPPORT PAYMENT	OPTION 2: HOURLY TECHNICAL SUPPORT RATE
	EMS Extended Service / Maintenance Annual Payment Option (annual price per county)	EMS Extended Service / Maintenance Hourly Technical Support Rate Option for Counties
County Option 1: Full EMS*	$2,000.00	$375.00
County Option 2: Accumulation-Only*	$1,000.00	$375.00

* Per-County Annual Extended Service/Maintenance Price (includes warranty coverage) covers years 6 through 10. Years 1 through 5 are covered with initial purchase.

Cost Table 3. OPTIONAL ITEM – High Speed AVCB Tabulator

	Hardware COTS? (Y/N)	Additional Hardware / Software Required? (Y/N)**	Processing Speed (Ballots per Minute)	Per-Unit Purchase Price (includes Service / Maintenance for acquisition year + 4 years)	Annual Per-Unit Extended Service / Maintenance Price (5 additional years)
High Speed AVCB Tabulator*	Y	N	130	$121,295.00	$15,490.00

***NOTES:**
- The AVCB tabulators are utilized at the local jurisdiction (city/township) level, not at the county level.

* The bundled solution includes 1 Canon DRG 1130 scanner, 1 HPZ230 workstation PC w/ monitor and 1 license of Verity Central software. Price includes acquisition year plus 4 years of service / maintenance and warranty coverage

* The above configuration is recommended for jurisdictions with more than 100K registered voters. Jurisdictions with between 50K and 99K voters can select a lower-priced scanner and software package. If the jurisdiction has fewer than 49K registered voters, we recommend the use of the precinct scanner to process by-mail ballots.

Recommended AVCB Configuration Options				
		Per-Unit Purchase Price (includes Service / Maintenance for acquisition year + 4 years)		
Description	**Ballots Scan Per Min**	**Large Jurisdiction (100K + RV)****	**Medium Jurisdiction (99K - 50K RV)****	**Small Jurisdiction (49K and Less RV)**
Central Scan Unit (Canon DRG 1130)	130	$13,000.00		
Central Scan Unit (Canon DRG 1100)	100		$11,190.00	
Verity Workstation with Monitor		$4,000.00	$4,000.00	Use existing precinct scanner
Verity Central Software License		$104,170.00	$72,920.00	
vDrive		$45.00	$45.00	
Verity Key		$80.00	$80.00	
AVCB Grand Total		$121,295.00	$88,235.00	$0.00
** Price includes acquisition year plus 4 years of service/maintenance and warranty coverage				

Cost Table 4. Component Replacement / Additional Parts
All applicable and available component parts for the Contractor's system is listed below. For each component part, the Contractor has identified the source for obtaining the part and whether the part is available commercially off the shelf (COTS).

NOTE: If alternative purchase sources are available, the State, counties and local jurisdictions reserve the right to purchase from those sources.

Contractor must also list all other system features available in their proposed system, if the cost for such features have not been included elsewhere in this Cost Proposal.

Product	Estimated Life (Years)	Purchase Source (Indicate if COTS)	Per-Unit Price
Consumable Items			
Thermal Printer Rolls (Archival Grade)	2	Hart	$0.66
Toner Cartridge, Okidata B431D, Black	2	COTS	$165.00
Toner Cartridge, Okidata C831, Black	2	COTS	$130.00
Toner Cartridge, Okidata C831, CYAN	2	COTS	$300.00
Toner Cartridge, Okidata C831, Magenta	2	COTS	$300.00
Toner Cartridge, Okidata C831, Yellow	2	COTS	$300.00
Toner Cartridge, Okidata C911, Black	2	COTS	$130.00
Toner Cartridge, Okidata C911, CYAN	2	COTS	$515.00
Toner Cartridge, Okidata C911, Magenta	2	COTS	$515.00
Toner Cartridge, Okidata C911, Yellow	2	COTS	$515.00
Printer Drum Kit, Okidata C911, Black	2	COTS	$370.00
Printer Drum Kit, Okidata C831, Black	2	COTS	$175.00
Printer Drum Kit, Okidata B431D. Black	2	COTS	$175.00
Headphone Covers (Box of 100)	0	COTS	$31.50
Okidata B431D Printer w/ Cartridge	2	Hart	$325.00
Okidata C831 Ballot Printer with Starter Cartridges	5	Hart	$4,000.00
Okidata C911 Ballot Printer with Starter Cartridges	5	Hart	$6,000.00
Optional and Replacement Items			
Ballot Overlay Templates	10	Hart	$110.00
vDrive (Memory Device)	5	Hart	$45.00
Verity Key	5	Hart	$80.00
Verity Workstation	7	Hart	$3,650.00
Accessible Booth Transport Bag	10	Hart	$85.00
Accessible Voting Unit Printer Stand	10	Hart	$50.00
Ballot Box Transport Bag	10	Hart	$60.00
1 Bay Battery Charger	10	Hart	$185.00
6 Bay Battery Charger	10	Hart	$540.00
23" Flat Panel Monitor	7	Hart	$350.00
Okidata B431D Printer w/ Cartridge	2	Hart	$325.00
Canon DR-G1130 Central Scanner	5	Hart	$10,000.00
Canon DR-G1100 Central Scanner	5	Hart	$7,500.00
Corrugated Plastic Transport Case for Printer	10	Hart	$70.00
Corrugated Plastic Transport Case for Verity Voting Device	10	Hart	$70.00
Relay Modem Kit	10	Hart	$500.00
Ethernet Cable	10	Hart or COTS	$20.00
Hard Drive, 1 TB	10	Hart	$450.00
Jelly Switches	10	COTS	$183.70
Network Switch	10	Hart	$80.00
Verity Voting Device Battery	5	Hart	$102.00

Privacy Screen (Black)	10	Hart	$15.00
Verity AC Power Cord	10	Hart	$4.60
Verity AC/DC Power Supply	10	Hart	$100.00
Verity Access Custom USB Printer Cable	10	Hart	$10.00
Verity Accessible Booth w/ Transport Bag and Privacy Screens	10	Hart	$430.00
Verity Ballot Box w/ Transport Bag and Privacy Screens	10	Hart	$535.00
Verity Caddy Cover	10	Hart	$250.00
Verity Caddy with Casters	10	Hart	$740.00
Verity Headphones for Access Device	5	Hart	$20.00
USB Extension Cable	5	COTS	$21.50
Verity Headset (Headphones with Microphone)	5	Hart	$40.00

Cost Table 5

Additional Software Requirements

Description	Unit Price
Verity Key (Security Device, 1 per 25 workstations)	$80.00
Verity Workstation (Without Monitor, Includes 10 Years of Warranty and Maintenance, 1 per software license)	$4,000.00
Verity Relay Software (For Electronic Transmission, Includes 10 Years of Licensing Fees), County Level*	$17,180.00

*Hart will work with each county to determine final quantity of Relay Software based on county specifications.

Contractor pre-configures Verity PCs and delivers all hardware as a preinstalled system. The following minimum system requirements apply to the PCs that run both the full EMS and accumulation-only EMS options:

Processor - X86 compatible, 3.0 GHz, Quad Core
Memory - 8GB
Operating System - Windows Embedded Standard 7
CD/DVD Drive - 8x DVD +/- RW slim line
Application Disk Storage - RAID 1 hard drives, removable (key locked)
Monitor Resolution - 1600 x 900 at 60 Hz
Network Connection - Ethernet 100Mb/1Gb
Other - 4 USB ports, USB mouse and keyboard, wireless prohibited

Voting System Implementation Service (Estimated)

Description	Small County (49K and Less RV)	Medium County (50K - 99K RV)	Large County (100K+ RV)
Total Days (Estimated)*	12	18	30
Daily Rate	$2,000.00	$2,000.00	$2,000.00
Total Cost	**$24,000.00**	**$36,000.00**	**$60,000.00**

* Total days are subject to change based on specific county requirements.
Typical activities included in Implementation Services: Comprehensive training on all hardware and software, Election Day Support (1st Election), Logic and Accuracy Testing and other services needed to implement a full scope election system.

Michigan QVF Export File Structure, Code Structure and Standard Precinct Results File Import Structure

Version 2.0
Updated: 3/25/2015

Section 1 - Export File Structure (GEMS Standard Import Format 1.5) - *For import from QVF into Vendor EMS products*

RecordType 0

RecordType (int), MagicString (String), MajorNumber (int), MinorNumber (int), SortBy (int)

Where:
RecordType is used to identify the record and is 0 for the Election Header
MagicString "GEMS Import Data"
MajorNumber 1
MinorNumber 3
SortBy 0

Sample data
0,"GEMS Import Data",1,3,0

RecordType 1

RecordType (int), ElectionTitle (String), ElectionData (String)

Where:
RecordType is used to identify the record and is 1 for the Election record
ElectionTitle is the title of the election that is to be printed on reports, maximum 254 characters.
ElectionDate is the date of the election in the format "yyyy/mm/dd"

Sample data
1,"11/04/2008 - STATE GENERAL","2008/11/04"

RecordType 2

RecordType (Int), ParentId (String/Int), DistrictId (String/Int), DistrictLabel (String), ReportDistrict (int), Foreign_id (string)

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Where:
RecordType is used to identify the record and is 2 for the District records.
ParentId identifies the parent of the district if one exists. If no parent exists (i.e. is a district category) then this value is -1. It corresponds to the **DistrictId** of the other District record.
DistrictId is the unique (key) identifier for the district, maximum 254 characters.
DistrictLabel is the label for the district that is used on reports. The label should contain enough text to distinguish it from other districts with similar names, maximum 254 characters.

Sample data
2,-1,5,"Federal"
2,-1,10,"Congress"
2,-1,15,"State"
2,-1,20,"State House"
2,-1,25,"County"
2,-1,30,"County Commissioner"
2,30,35,"County Comm01"
2,30,40,"County Comm02"
2,30,45,"County Comm03"
2,30,50,"County Comm04"
2,30,55,"County Comm05"
2,30,60,"County Comm06"
2,30,65,"County Comm07"
2,-1,70,"Township"
2,70,75,"Aetna Township"
2,70,80,"Bloomfield Township"
2,70,85,"Butterfield Township"
2,70,90,"Caldwell Township"
2,70,95,"Clam Union Township"
2,70,100,"Enterprise Township"
2,70,105,"Forest Township"
2,70,110,"Holland Township"
2,70,115,"Lake Township"
2,70,120,"Norwich Township"
2,70,125,"Pioneer Township"
2,70,130,"Reeder Township"
2,70,135,"Richland Township"
2,70,140,"Riverside Township"
2,70,145,"West Branch Township"
2,-1,150,"Supreme Court"
2,-1,155,"Court Of Appeals"
2,-1,160,"Circuit Court"
2,-1,165,"District Court"

RecordType 3

RecordType (int), DepotId (int), VCenterId (String/Int), VoteCenterLabel (string)

Where:
RecordType is used to identify the record and is 3 for Vote Center records.
DepotId is an identifier for the depot or region the voter center resides in. This may be 0 for the default region, maximum 254 characters.
VCenterId is the unique (key) identifier for the vote center, maximum 254 characters.
VoteCenterLabel is the label for the vote center that is used on reports, maximum 254 characters.

Sample data
3,0,5,"Aetna Township PCT 00001"
3,0,10,"Bloomfield Township PCT 00001"
3,0,15,"Butterfield Township PCT 00001"
3,0,20,"Caldwell Township PCT 00001"
3,0,25,"City of Lake City PCT 00001"
3,0,30,"City of Mcbain PCT 00001"
3,0,35,"Clam Union Township PCT 00001"
3,0,40,"Enterprise Township PCT 00001"
3,0,45,"Forest Township PCT 00001"
3,0,50,"Holland Township PCT 00001"
3,0,55,"Lake Township PCT 00001"
3,0,60,"Norwich Township PCT 00001"
3,0,65,"Pioneer Township PCT 00001"
3,0,70,"Reeder Township PCT 00001"
3,0,75,"Richland Township PCT 00001"
3,0,80,"Riverside Township PCT 00001"
3,0,85,"West Branch Township PCT 00001"

RecordType 4

RecordType (int), VCenterId (String/Int), ReportunitId (String/Int), BaseunitId (String/Int), ReportunitLabel (string), Reg.Voters (int), BaseunitLabel (string), PrecinctType (int), SerialNumber(int), BallotGroupNumber(int), BallotPrintGroupNumber(int)

Where:
RecordType is used to identify the record and is 4 for the Vote Center/Reportunit/Baseunit records.
VCenterId identifies vote center identifier as defined in the Vote Center record. This field acts as a reference Id.
ReportunitId is the unique (key) identifier for the reportunit (precinct), maximum 254 characters.
BaseunitId is the unique (key) identifier for the baseunit (precinct portion), maximum 254 characters.
ReportunitLabel is the label for the reportunit, maximum 254 characters.
RegVoters is the total number of registered voters for the baseunit.
BaseunitLabel is the label for the baseunit, maximum 254 characters.

Sample data
4,5,"WP-57-00520-00001",1,"Aetna Township, Precinct 1",337,"Aetna Township, Precinct 1"
4,10,"WP-57-09080-00001",2,"Bloomfield Township, Precinct 1",392,"Bloomfield Township, Precinct 1"
4,15,"WP-57-12200-00001",3,"Butterfield Township, Precinct 1",379,"Butterfield Township, Precinct 1"
4,20,"WP-57-12440-00001",4,"Caldwell Township, Precinct 1",948,"Caldwell Township, Precinct 1"
4,25,"WP-57-44480-00001",5,"City of Lake City, Precinct 1",621,"City of Lake City, Precinct 1"
4,30,"WP-57-49980-00001",6,"City of McBain, Precinct 1",423,"City of McBain, Precinct 1"
4,35,"WP-57-15900-00001",7,"Clam Union Township, Precinct 1",662,"Clam Union Township, Precinct 1"
4,40,"WP-57-26200-00001",8,"Enterprise Township, Precinct 1",145,"Enterprise Township, Precinct 1"
4,45,"WP-57-29440-00001",9,"Forest Township, Precinct 1",859,"Forest Township, Precinct 1"
4,50,"WP-57-38620-00001",10,"Holland Township, Precinct 1",171,"Holland Township, Precinct 1"
4,55,"WP-57-44380-00001",11,"Lake Township, Precinct 1",466,"Lake Township, Precinct 1 A"
4,55,"WP-57-44380-00001",12,"Lake Township, Precinct 1",1715,"Lake Township, Precinct 1 B"
4,60,"WP-57-59280-00001",13,"Norwich Township, Precinct 1",481,"Norwich Township, Precinct 1"
4,65,"WP-57-64460-00001",14,"Pioneer Township, Precinct 1",369,"Pioneer Township, Precinct 1"
4,70,"WP-57-67840-00001",15,"Reeder Township, Precinct 1",794,"Reeder Township, Precinct 1"
4,75,"WP-57-68280-00001",16,"Richland Township, Precinct 1",1038,"Richland Township, Precinct 1"

4,80,"WP-57-68820-00001",17,"Riverside Township, Precinct 1",698,"Riverside Township, Precinct 1"
4,85,"WP-57-85560-00001",18,"West Branch Township, Precinct 1",342,"West Branch Township, Precinct 1"

RecordType 5

RecordType (String/Int), BaseunitId (String/Int), DistrictId (String/Int)

Where:
RecordType is used to identify the record and is 5 for Baseunit/District records.
BaseunitId identifies the baseunit as defined in the Vote Center**/**Reportunit/Baseunit record. This field acts as a reference Id.
DistrictId identifies the district as defined in the District record. The district must be one that has no sub-districts, i.e. there is no District record that has the district identifier given as a parent district identifier. This field acts as a reference Id.

Sample data
5,1,5
5,1,10
5,1,15
5,1,20
5,1,25
5,1,65
5,1,75
5,1,150
5,1,155
5,1,160
5,1,165
5,2,5
5,2,10
5,2,15
5,2,20
5,2,25
5,2,40
5,2,80
5,2,150
5,2,155
5,2,160
5,2,165
5,3,5
5,3,10
5,3,15
5,3,20
5,3,25
5,3,65
5,3,85
5,3,150
5,3,155
5,3,160
5,3,165
5,4,5
5,4,10
5,4,15
5,4,20
5,4,25
5,4,35

5,4,90
5,4,150
5,4,155
5,4,160
5,4,165
5,5,5
5,5,10
5,5,15
5,5,20
5,5,25
5,5,45
5,5,150
5,5,155
5,5,160
5,5,165
5,6,5
5,6,10
5,6,15
5,6,20
5,6,25
5,6,55
5,6,150
5,6,155
5,6,160
5,6,165
5,7,5
5,7,10
5,7,15
5,7,20
5,7,25
5,7,65
5,7,95
5,7,150
5,7,155
5,7,160
5,7,165
5,8,5
5,8,10
5,8,15
5,8,20
5,8,25
5,8,40
5,8,100
5,8,150
5,8,155
5,8,160
5,8,165
5,9,5
5,9,10
5,9,15
5,9,20
5,9,25
5,9,45
5,9,105
5,9,150
5,9,155

5,9,160
5,9,165
5,10,5
5,10,10
5,10,15
5,10,20
5,10,25
5,10,65
5,10,110
5,10,150
5,10,155
5,10,160
5,10,165
5,11,5
5,11,10
5,11,15
5,11,20
5,11,25
5,11,35
5,11,115
5,11,150
5,11,155
5,11,160
5,11,165
5,12,5
5,12,10
5,12,15
5,12,20
5,12,25
5,12,50
5,12,115
5,12,150
5,12,155
5,12,160
5,12,165
5,13,5
5,13,10
5,13,15
5,13,20
5,13,25
5,13,40
5,13,120
5,13,150
5,13,155
5,13,160
5,13,165
5,14,5
5,14,10
5,14,15
5,14,20
5,14,25
5,14,40
5,14,125
5,14,150
5,14,155
5,14,160

5,14,165
5,15,5
5,15,10
5,15,15
5,15,20
5,15,25
5,15,60
5,15,130
5,15,150
5,15,155
5,15,160
5,15,165
5,16,5
5,16,10
5,16,15
5,16,20
5,16,25
5,16,55
5,16,135
5,16,150
5,16,155
5,16,160
5,16,165
5,17,5
5,17,10
5,17,15
5,17,20
5,17,25
5,17,60
5,17,140
5,17,150
5,17,155
5,17,160
5,17,165
5,18,5
5,18,10
5,18,15
5,18,20
5,18,25
5,18,40
5,18,145
5,18,150
5,18,155
5,18,160
5,18,165

RecordType 6

RecordType (int), VGroupId (String/Int), Label (string), ShortLabel (string), SortSeq, BallotText (string or rtf)

Where:
RecordType is used to identify the record and is 6 for Voter Group records.
VGroupId is the unique (key) identifier for the voter group (party). VGroupId 0 is reserved for the Non-Partisan party, maximum 254 characters.

Label is the label that is printed on reports, maximum 254 characters
ShortLabel is a three character short label that is displayed on the screen.
SortSeq is the order the voter groups appear on reports, range 1 to 2147483647.
BallotText is the text that is printed on the ballots. This text may be a string enclosed in quotes
or RTF data, see comment at beginning of this document regarding ballot text.

Sample data

6,1,"REPUBLICAN","REP",1,"Republican"
6,2,"DEMOCRATIC","DEM",2,"Democratic"
6,3,"LIBERTARIAN","LIB",3,"Libertarian"
6,13,"U.S. TAXPAYERS","UST",4,"U.S. Taxpayers"
6,14,"GREEN","GRN",5,"Green"
6,12,"NATURAL LAW","NL",6,"Natural Law"

RecordType 7

RecordType (int), RaceId (String/Int), RaceLabel (string), RaceType (int), Rotation (bool),
DistrictId (String/Int), VoteFor (int), NumWriteIns (int), BallotText (string or rtf), VGroupId (int),
RotationDistrictId (String/Int), EndorseRaceId (String/Int), PreferenceRaceId (String/Int)

Where:
RecordType is used to identify the record and is 7 for Race records.
RaceId is the unique (key) identifier for the race, maximum 254 characters
RaceLabel is the label that is printed on reports, maximum 254 characters
RaceType is the type of race. One of the following values:
0 – Candidate
1 – Question
2 – Endorsement (Straight Party)
3 – Preference
4 – Recall
5 – Recalled
6 – Shadowed
Rotation indicates the type of race rotation. One of the following values:
0 - No rotation
1 - Precinct by sort sequence rotation
DistrictId is the district Id as defined in the District record for that the race runs in. This field acts
as a reference Id.
VoteFor is the number to vote for.
NumWriteIns is the number of write-in spaces for the race, is usually 0 for no write-ins or the
same value as VoteFor if want write-ins.
BallotText is the text that is printed on the ballots. This text may be a string enclosed in quotes
or RTF data; see comment at beginning of this document regarding ballot text, maximum 8195
characters

Sample data with RTF

7,"OFFICE-102028948","President/Vice
Pres",0,0,5,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 ELECTORS OF PRESIDENT AND VICE-PRESIDENT OF THE UNITED
STATES\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102025038","US Senator",0,0,5,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 UNITED STATES SENATOR\par

\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102025042","Rep in Congress
4",0,0,10,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 REPRESENTATIVE IN CONGRESS\par
4TH DISTRICT\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102025396","Representative
103",0,0,20,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 REPRESENTATIVE IN STATE LEGISLATURE\par
103RD DISTRICT\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102029019","Members State Brd of
Ed",0,0,15,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 MEMBERS OF THE STATE BOARD OF EDUCATION\par
\b0\fs20 Vote for not more than 2\par
},0
7,"OFFICE-102029020","Regents U of
Mich",0,0,15,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 REGENTS OF THE UNIVERSITY OF MICHIGAN\par
\b0\fs20 Vote for not more than 2\par
},0
7,"OFFICE-102029021","Trustees Mich
State",0,0,15,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 TRUSTEES OF MICHIGAN STATE UNIVERSITY\par
\b0\fs20 Vote for not more than 2\par
},0
7,"OFFICE-102029022","Governors Wayne
State",0,0,15,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 GOVERNORS OF WAYNE STATE UNIVERSITY\par
\b0\fs20 Vote for not more than 2\par
},0
7,"OFFICE-102023801","Missaukee Prosecuting
Attorney",0,0,25,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 PROSECUTING ATTORNEY\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023922","Missaukee
Sheriff",0,0,25,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SHERIFF\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102024097","Missaukee Clerk-Reg
Deeds",0,0,25,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK & REGISTER OF DEEDS\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102024304","Missaukee County
Treasurer",0,0,25,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 TREASURER\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102024903","Missaukee Co Road
Comm",0,0,25,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}

\viewkind4\uc1\pard\qc\b\f0\fs24 COUNTY ROAD COMMISSIONER\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102024850","Commissioner
1",0,0,35,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 COUNTY COMMISSIONER\par
1ST DISTRICT\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102024851","Commissioner
2",0,0,40,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 COUNTY COMMISSIONER\par
2ND DISTRICT\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102029627","Commissioner
3",0,0,45,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 COUNTY COMMISSIONER\par
3RD DISTRICT\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102024852","Commissioner
4",0,0,50,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 COUNTY COMMISSIONER\par
4TH DISTRICT\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102024853","Commissioner
5",0,0,55,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 COUNTY COMMISSIONER\par
5TH DISTRICT\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102024854","Commissioner
6",0,0,60,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 COUNTY COMMISSIONER\par
6TH DISTRICT\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102024855","Commissioner
7",0,0,65,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 COUNTY COMMISSIONER\par
7TH DISTRICT\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023875","Aetna Twp
Supervisor",0,0,75,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023876","Bloomfield Twp
Supervisor",0,0,80,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0

7,"OFFICE-102023877","Butterfield Twp
Supervisor",0,0,85,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023878","Caldwell Twp
Supervisor",0,0,90,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023879","Clam Union Twp
Supervisor",0,0,95,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023880","Enterprise Twp
Supervisor",0,0,100,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023881","Forest Twp
Supervisor",0,0,105,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023882","Holland Twp
Supervisor",0,0,110,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102029626","Lk Twp
Supervisor",0,0,115,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023883","Norwich Twp
Supervisor",0,0,120,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023884","Pioneer Twp
Supervisor",0,0,125,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023885","Reeder Twp
Supervisor",0,0,130,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023886","Richland Twp
Supervisor",0,0,135,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0

7,"OFFICE-102023887","Riverside Twp
Supervisor",0,0,140,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023888","W Branch Twp
Supervisor",0,0,145,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 SUPERVISOR\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027082","Aetna Twp
Clerk",0,0,75,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027083","Bloomfield Twp
Clerk",0,0,80,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027084","Butterfield Twp
Clerk",0,0,85,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027085","Caldwell Twp
Clerk",0,0,90,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027086","Clam Union Twp
Clerk",0,0,95,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027087","Enterprise Twp
Clerk",0,0,100,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027088","Forest Twp
Clerk",0,0,105,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027089","Holland Twp
Clerk",0,0,110,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027090","Lk Twp
Clerk",0,0,115,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0

7,"OFFICE-102027091","Norwich Twp
Clerk",0,0,120,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027092","Pioneer Twp
Clerk",0,0,125,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027093","Reeder Twp
Clerk",0,0,130,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027094","Richland Twp
Clerk",0,0,135,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027095","Riverside Twp
Clerk",0,0,140,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CLERK\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027096","W Branch Twp
Clerk",0,0,145,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102027176","Aetna Twp
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\b0\fs20 Vote for not more than 1\par
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7,"OFFICE-102027177","Bloomfield Twp
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\b0\fs20 Vote for not more than 1\par
},0
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\b0\fs20 Vote for not more than 1\par
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\b0\fs20 Vote for not more than 1\par
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\b0\fs20 Vote for not more than 1\par
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\b0\fs20 Vote for not more than 1\par
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\b0\fs20 Vote for not more than 1\par
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\b0\fs20 Vote for not more than 1\par
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\b0\fs20 Vote for not more than 1\par
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7,"OFFICE-102027204","Aetna Twp
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\viewkind4\uc1\pard\qc\b\f0\fs24 TRUSTEE\par
\b0\fs20 Vote for not more than 2\par
},0

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\b0\fs20 Vote for not more than 2\par
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\viewkind4\uc1\pard\qc\b\f0\fs24 TRUSTEE\par
\b0\fs20 Vote for not more than 2\par
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\b0\fs20 Vote for not more than 2\par
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\b0\fs20 Vote for not more than 2\par
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\viewkind4\uc1\pard\qc\b\f0\fs24 TRUSTEE\par
\b0\fs20 Vote for not more than 2\par
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Trustee",0,0,105,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 TRUSTEE\par
\b0\fs20 Vote for not more than 2\par
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\b0\fs20 Vote for not more than 2\par
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\b0\fs20 Vote for not more than 2\par
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\viewkind4\uc1\pard\qc\b\f0\fs24 TRUSTEE\par
\b0\fs20 Vote for not more than 2\par
},0
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\b0\fs20 Vote for not more than 2\par
},0
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\b0\fs20 Vote for not more than 2\par
},0

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\viewkind4\uc1\pard\qc\b\f0\fs24 TRUSTEE\par
\b0\fs20 Vote for not more than 2\par
},0
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\viewkind4\uc1\pard\qc\b\f0\fs24 TRUSTEE\par
\b0\fs20 Vote for not more than 2\par
},0
7,"OFFICE-102027218","W Branch Twp
Trustee",0,0,145,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 TRUSTEE\par
\b0\fs20 Vote for not more than 2\par
},0
7,"OFFICE-102023480","Forest Twp
Constable",0,0,105,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 CONSTABLE\par
\b0\fs20 Vote for not more than 2\par
},0
7,"OFFICE-102029018","Justice Supreme
Court",0,1,150,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 JUSTICE OF SUPREME COURT\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102029032","Judge APPEALS
4",0,1,155,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 JUDGE OF COURT OF APPEALS\par
4TH DISTRICT\par
NON-INCUMBENT POSITION\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102029033","Judge APPEALS
4",0,0,155,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 JUDGE OF COURT OF APPEALS\par
4TH DISTRICT\par
NON-INCUMBENT POSITION\par
\b0\fs20 Vote for not more than 2\par
},0
7,"OFFICE-102023335","Judge Circuit
Crt",0,0,160,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 JUDGE OF CIRCUIT COURT\par
28TH CIRCUIT\par
NON-INCUMBENT POSITION\par
\b0\fs20 Vote for not more than 1\par
},0
7,"OFFICE-102023469","Judge District
Ct",0,0,165,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs24 JUDGE OF DISTRICT COURT\par
84TH DISTRICT\par
NON-INCUMBENT POSITION\par
\b0\fs20 Vote for not more than 1\par
},0
7,"PROP-102001140","PROPOSAL 08-1",1,0,15,1,0,{\rtf1\ansi\ansicpg1252\deff0{\fonttbl{\f0\fnil\fcharset0 Arial
Narrow;}}

\viewkind4\uc1\pard\sa240\lang1033\b\f0\fs20 A LEGISLATIVE INITIATIVE TO PERMIT THE USE AND CULTIVATION OF MARIJUANA FOR SPECIFIED MEDICAL CONDITIONS\par
\b0 The proposed law would:\par
\pard\fi-360\li360\sa240\tx360\'b7\tab Permit physician approved use of marijuana by registered patients with debilitating medical conditions including cancer, glaucoma, HIV, AIDS, hepatitis C, MS and other conditions as may be approved by the Department of Community Health.\scaps\par
\pard\fi-360\li360\sa240\scaps0\'b7   Permit registered individuals to grow limited amounts of marijuana for qualifying patients in an enclosed, locked facility.\par
\'b7   Require Department of Community Health to establish an identification card system for patients qualified to use marijuana and individuals qualified to grow marijuana.\par
\'b7   Permit registered and unregistered patients and primary caregivers to assert medical reasons for using marijuana as a defense to any prosecution involving marijuana.\par
\pard\sa240\par
Should this proposal be adopted?},0
7,"PROP-102001141","PROPOSAL 08-2",1,0,15,1,0,{\rtf1\ansi\ansicpg1252\deff0{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\sa240\lang1033\b\f0\fs20 A PROPOSAL TO AMEND THE STATE CONSTITUTION TO ADDRESS HUMAN EMBRYO AND HUMAN EMBRYONIC STEM CELL RESEARCH IN MICHIGAN\par
\b0 The proposed constitutional amendment would:\par
\pard\fi-360\li360\sa240\tx360\'b7\tab Expand use of human embryos for any research permitted under federal law subject to the following limits: the embryos --\par
\pard\fi360\sa240 -- are created for fertility treatment purposes;\par
-- are not suitable for implantation or are in excess of clinical needs;\par
-- would be discarded unless used for research; \par
-- were donated by the person seeking fertility treatment.\par
\pard\fi-360\li360\sa240\tx360\'b7\tab Provide that stem cells cannot be taken from human embryos more than 14 days after cell division begins.\par
\pard\fi-360\li360\sa240\'b7   Prohibit any person from selling or purchasing human embryos for stem cell research.\par
\'b7   Prohibit state and local laws that prevent, restrict or discourage stem cell research, future therapies and cures.   \par
\pard\sa240 Should this proposal be adopted?},0

RecordType 8

RecordType (int), RaceId (int), CandId (int), Label (string), Type (int), SortSeq (int), VGroupId (int), BallotText (string or rtf)
Where:
RecordType is used to identify the record and is 8 for Candidate records.
RaceId is the identifier for the race, as defined in the Race record, which the candidate is associated with. This field acts as a reference Id.
CandId is the unique (key) identifier for the candidate. Can be negative integer.
Label is the label for the candidate that is printed on reports, maximum 20 characters
Type is the type of candidate, (0 - Candidate, 1 - WriteIn, 2- RegisteredWriteIn)
SortSeq is the base order the candidates appear on the ballot, range 0 to 2147483647.
VGroupId is the identifier for the voter group as defined in the Voter Group record that endorses the candidate or 0 if the candidate is not endorsed. This field acts as a reference Id.
BallotText is the text that is printed on the ballots. This text may be a string enclosed in quotes or RTF data, see comment at beginning of this document regarding ballot text, maximum 8195 characters

Sample data with RTF

8,"OFFICE-102028948","-621","John McCain/Sarah Palin",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}

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Sarah Palin\par
\b0\fs16 Republican}
8,"OFFICE-102028948","-623","Barack Obama/Joe
Biden",0,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Barack Obama\par
Joe Biden\par
\b0\fs16 Democratic}
8,"OFFICE-102028948","-613","Cynthia McKinney/Rosa
Clemente",0,3,14,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Cynthia McKinney\par
Rosa Clemente\par
\b0\fs16 Green}
8,"OFFICE-102028948","-572","Chuck Baldwin/Darrell L.
Castle",0,4,13,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Chuck Baldwin\par
Darrell L. Castle\par
\b0\fs16 U.S. Taxpayers}
8,"OFFICE-102028948","-599","Bob Barr/Wayne A.
Root",0,5,3,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Bob Barr\par
Wayne A. Root\par
\b0\fs16 Libertarian}
8,"OFFICE-102028948","-615","Ralph Nader/Matt
Gonzalez",0,6,12,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Ralph Nader\par
Matt Gonzalez\par
\b0\fs16 Natural Law}
8,"OFFICE-102025038","-554","Jack Hoogendyk,
Jr.",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Jack Hoogendyk, Jr.\par
\b0\fs16 Republican}
8,"OFFICE-102025038","-559","Carl Levin",0,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Carl Levin\par
\b0\fs16 Democratic}
8,"OFFICE-102025038","-603","Harley G.
Mikkelson",0,3,14,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Harley G. Mikkelson\par
\b0\fs16 Green}
8,"OFFICE-102025038","-580","Michael N.
Nikitin",0,4,13,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Michael N. Nikitin\par
\b0\fs16 U.S. Taxpayers}
8,"OFFICE-102025038","-584","Scotty
Boman",0,5,3,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Scotty Boman\par
\b0\fs16 Libertarian}
8,"OFFICE-102025038","-617","Doug
Dern",0,6,12,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Doug Dern\par
\b0\fs16 Natural Law}
8,"OFFICE-102025042","-548","David
Camp",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 David Camp\par
\b0\fs16 Republican}

8,"OFFICE-102025042","-537","Andrew D.
Concannon",0,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Andrew D. Concannon\par
\b0\fs16 Democratic}
8,"OFFICE-102025042","-581","John
Emerick",0,3,13,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 John Emerick\par
\b0\fs16 U.S. Taxpayers}
8,"OFFICE-102025042","-588","Allitta
Hren",0,4,3,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Allitta Hren\par
\b0\fs16 Libertarian}
8,"OFFICE-102025396","513853","Dave
Ryan",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Dave Ryan\par
\b0\fs16 Republican}
8,"OFFICE-102025396","511723","Joel A.
Sheltrown",0,2,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Joel A. Sheltrown\par
\b0\fs16 Democratic}
8,"OFFICE-102029019","514194","Scott
Jenkins",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Scott Jenkins\par
\b0\fs16 Republican}
8,"OFFICE-102029019","514241","Richard
Zeile",0,2,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Richard Zeile\par
\b0\fs16 Republican}
8,"OFFICE-102029019","510139","John
Austin",0,3,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 John Austin\par
\b0\fs16 Democratic}
8,"OFFICE-102029019","506568","Kathleen
Straus",0,4,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Kathleen Straus\par
\b0\fs16 Democratic}
8,"OFFICE-102029019","513688","Dwain Reynolds
III",0,5,14,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Dwain Reynolds III\par
\b0\fs16 Green}
8,"OFFICE-102029019","514007","Karen
Adams",0,6,13,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs20 Karen Adams\par
\b0\fs16 U.S. Taxpayers}
8,"OFFICE-102029019","514001","Gail M.
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8,"OFFICE-102029019","514162","Bill Hall",0,8,3,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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\b0\fs16 Libertarian}
8,"OFFICE-102029019","514163","Jeff A.
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\b0\fs16 Libertarian}

8,"OFFICE-102029020","512539","Susan
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8,"OFFICE-102029020","514195","John G.
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\b0\fs16 Republican}
8,"OFFICE-102029020","506533","Laurence B.
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\b0\fs16 Democratic}
8,"OFFICE-102029020","514235","Denise
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\b0\fs16 Democratic}
8,"OFFICE-102029020","514213","Ellis
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\b0\fs16 Green}
8,"OFFICE-102029020","513995","Richard
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\b0\fs16 U.S. Taxpayers}
8,"OFFICE-102029020","513654","Joe
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\b0\fs16 U.S. Taxpayers}
8,"OFFICE-102029020","513861","Eric L.
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\b0\fs16 Libertarian}
8,"OFFICE-102029020","514190","Kerry L.
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8,"OFFICE-102029021","514155","Lisa
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8,"OFFICE-102029021","510135","George Scott
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8,"OFFICE-102029021","514227","Dianne
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8,"OFFICE-102029021","514214","Therese Marie
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\b0\fs16 Green}

8,"OFFICE-102029021","514003","Robert
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\b0\fs16 U.S. Taxpayers}
8,"OFFICE-102029021","514165","David A.
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\b0\fs16 Libertarian}
8,"OFFICE-102029021","514164","Joseph
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8,"OFFICE-102029022","513912","Torion J.
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\b0\fs16 Republican}
8,"OFFICE-102029022","514201","Danialle
Karmanos",0,2,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102029022","510137","Paul
Massaron",0,3,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Democratic}
8,"OFFICE-102029022","514237","Gary S.
Pollard",0,4,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Democratic}
8,"OFFICE-102029022","514217","Margaret
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\b0\fs16 Green}
8,"OFFICE-102029022","514005","Rick
Butkowski",0,6,13,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 U.S. Taxpayers}
8,"OFFICE-102029022","513999","Terry
Haines",0,7,13,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 U.S. Taxpayers}
8,"OFFICE-102029022","514167","Dan
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\b0\fs16 Libertarian}
8,"OFFICE-102029022","514166","Nicole
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8,"OFFICE-102023801","","William J Donnelly
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\b0\fs16 Republican}

8,"OFFICE-102023922","","James D
Bosscher",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102024097","","Carolyn Flore",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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8,"OFFICE-102024304","","Barbara
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8,"OFFICE-102024903","","Lonny Lutke",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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8,"OFFICE-102024850","","Lan Bridson",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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8,"OFFICE-102029627","","Dave N
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8,"OFFICE-102023875","","Ronald
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8,"OFFICE-102023880","","Stephen A Howey
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\b0\fs16 Republican}
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\b0\fs16 Democratic}
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8,"OFFICE-102029626","","Thomas R
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\b0\fs16 Republican}
8,"OFFICE-102023883","","Penny Blair",0,1,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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\b0\fs16 Democratic}
8,"OFFICE-102023884","","Arleen
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\b0\fs16 Republican}
8,"OFFICE-102023885","","Daniel L
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\b0\fs16 Republican}
8,"OFFICE-102023886","","Karlene
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\b0\fs16 Republican}
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\b0\fs16 Republican}
8,"OFFICE-102023888","","Cindy S
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\b0\fs16 Republican}

8,"OFFICE-102027082","","Rita Tucker",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102027083","","Laura Muste",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102027084","","Marilyn R
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\b0\fs16 Republican}
8,"OFFICE-102027085","","Shelley Sloat",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102027086","","Steven Ebels",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
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\b0\fs16 Republican}
8,"OFFICE-102027088","","Catherine
Molitor",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102027089","","Donna Bode",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102027090","","Kay Ouwinga",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102027091","","Lois Whipple",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102027092","","Pauline Hose",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102027093","","Roger Jenema",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102027094","","Julie K Dick",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102027095","","Mildred
Rozeveld",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}

8,"OFFICE-102027096","","Penny E
Aldrich",0,1,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Democratic}
8,"OFFICE-102027176","","Mark Jenema",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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8,"OFFICE-102027177","","Pat Powell",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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8,"OFFICE-102027178","","Carrie L
Creger",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
8,"OFFICE-102027179","","Elna Brachel",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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8,"OFFICE-102027182","","Susie J Jones",0,1,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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\b0\fs16 Democratic}
8,"OFFICE-102027183","","Madeline
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\b0\fs16 Republican}
8,"OFFICE-102027185","","Terrie L
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\b0\fs16 Republican}
8,"OFFICE-102027188","","Darla Kars",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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\b0\fs16 Republican}

8,"OFFICE-102027189","","Morris
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\b0\fs16 Republican}
8,"OFFICE-102027190","","Karrie L Loney",0,1,2,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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\b0\fs16 Democratic}
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Narrow;}}
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Chrispell",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
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Brown",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
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\b0\fs16 Republican}
8,"OFFICE-102027208","","Judy A
Jenema",0,2,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
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\b0\fs16 Republican}
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\b0\fs16 Democratic}

8,"OFFICE-102027210","","Geraldine
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8,"OFFICE-102027211","","Peter C
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\b0\fs16 Republican}
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Pearson",0,2,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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8,"OFFICE-102027212","","Kevin Gill",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial
Narrow;}}
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\b0\fs16 Republican}
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\b0\fs16 Republican}
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Martin",0,1,1,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Republican}
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\b0\fs16 Republican}
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\b0\fs16 Republican}
8,"OFFICE-102027214","","Nancy
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\b0\fs16 Republican}
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8,"OFFICE-102027215","","George J
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\b0\fs16 Republican}
8,"OFFICE-102027216","","Daniel
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\b0\fs16 Republican}

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\b0\fs16 Democratic}
8,"OFFICE-102029018","514240","Diane Marie
Hathaway",0,1,0,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Justice of Supreme Court}
8,"OFFICE-102029018","514180","Robert W.
Roddis",0,2,0,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Justice of Supreme Court}
8,"OFFICE-102029018","508576","Cliff
Taylor",0,3,0,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Justice of Supreme Court}
8,"OFFICE-102029032","513862","Michael J.
Kelly",0,1,0,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Judge of Court Of Appeals}
8,"OFFICE-102029032","513962","Paula
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\b0\fs16 Judge of Court Of Appeals}
8,"OFFICE-102029033","512732","Alton T.
Davis",0,1,0,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Judge of Court Of Appeals}
8,"OFFICE-102029033","509704","Patrick Murphy
Meter",0,2,0,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Judge of Court Of Appeals}

8,"OFFICE-102023335","513781","William M.
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\b0\fs16 Judge of Circuit Court}
8,"OFFICE-102023469","505660","David A.
Hogg",0,1,0,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0 Arial Narrow;}}
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\b0\fs16 Judge of District Court}
8,"PROP-102001140","102001140Y","Yes",0,1,0,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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8,"PROP-102001141","102001141Y","Yes",0,1,0,{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil\fcharset0
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Arial Narrow;}}
\viewkind4\uc1\pard\qr\b\f0\fs22 NO\par
\b0}

RecordType 9

RecordType (int), HeaderId (string/int), ShortLabel (string), SortSeq (int), BallotText (string/rtf).
Where:
RecordType is used to identify the record and is 9 for Header records.
HeaderId is the unique (key) identifier for the ballot division (header), maximum 254 characters
The numeric lower limit is 1, while the upper limit is 2147483647.
ShortLabel is a three character short label that is displayed on the screen, maximum 254 characters
SortSeq is the base order the candidates appear on the ballot, range 1 to 2147483647.
BallotText is the text that is printed on the ballots. This text may be a string enclosed in quotes
or RTF data, see comment at beginning of this document regarding ballot text, maximum 8195
characters

Sample data
9,"1","PRESIDENTIAL",1,"PRESIDENTIAL",{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs20 PRESIDENTIAL}
9,"3","CONGRESSIONAL",3,"CONGRESSIONAL",{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil Arial
Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs20 CONGRESSIONAL}
9,"4","LEGISLATIVE",4,"LEGISLATIVE",{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs20 LEGISLATIVE}
9,"5","STATE BOARD",5,"STATE BOARD",{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs20 STATE BOARD}
9,"6","COUNTY",6,"COUNTY",{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs20 COUNTY}
9,"8","TOWNSHIP",8,"TOWNSHIP",{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs20 TOWNSHIP}
9,"9","JUDICIAL",10,"JUDICIAL",{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs20 JUDICIAL}

9,"15","STATE PROPOSALS",17,"STATE PROPOSALS",{\rtf1\ansi\ansicpg1252\deff0\deflang1033{\fonttbl{\f0\fnil Arial Narrow;}}
\viewkind4\uc1\pard\qc\b\f0\fs20 STATE PROPOSALS}

Section 2 – Michigan Code Structure – *Precinct, Office and Candidate Codes*
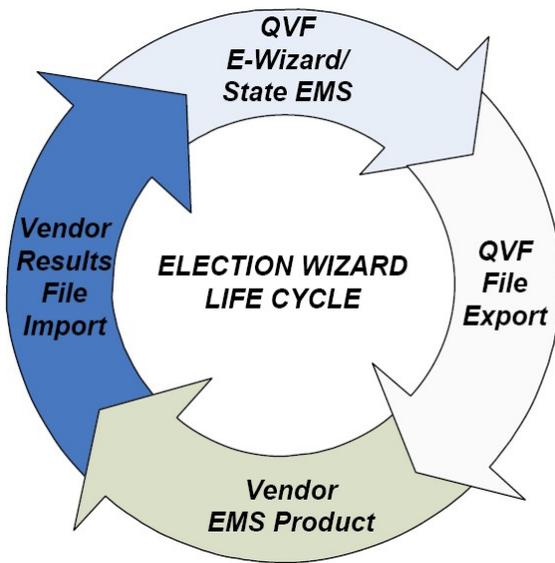
Michigan Import File Code Structure

QVF Unique precinct value as one of the following
 WP = Ward Precinct Value – Potentially any Election
 SP = School Precinct Value – Potentially any non-Federal Election
 CP = Consolidated Precinct Value – Potentially any non-Federal Election
 AV = Absentee Voter Counting Board – Potentially any Election; ONLY APPLIES TO CTIY OF DETROIT

WP-COUNTY-JURISDICTION-WARDPRECINCT (15-16 characters)
  CCJJJJJWWPPPA where:
    CC = QVF County Code
    JJJJJ = QVF Jurisdiction Code
    WW = QVF Ward, 00 if none
    PPP = QVF Precinct Number
    A = Additional Letter if necessary
    Example: WP-81-03000-03003 "City of Ann Arbor, Ward 3, Precinct 3"

SP-COUNTY-DISTRICT-PRECINCT
   SSSSSPPPPPA where:
     SSSSS = QVF School District Code

PPPPP = QVF School Precinct Number
A = Additional Letter if necessary
Example: SP-02160-00001 "Alcona Community Schools, Precinct 1"

CP-COUNTY-JURISDICTION-COMBINED PRECINCT NAME
   CCJJJJJZZZZZ where:
     CC = QVF County Code of assigned Polling Location
     JJJJJ = QVF Jurisdiction Code of assigned Polling Location
     ZZZZZ = Combined Precinct character value
   Example: CP-82-00300-3-1&2 "City of Ann Arbor, Ward 3, Precincts 1&2"

AV-City of Detroit Absentee Voter Counting Board (AVCB)

   Example: AV-82-22000-0019 "City of Detroit, AVCB 19"

QVF Office Codes
  OFFICE-XXXXXXXXX
  PROP - XXXXXXXXX
    where: XXXXXXXXX = Unique Oracle Generated Code
      OFFICE = Office Code
        Example: OFFICE-31004214

COUNCIL MEMBER BY WARD (City of Ann Arbor, Ward 5)
WARD 5
Vote for not more than 1

    PROP = Proposal or Question Code
       Example: PROP-31002402

QVF Candidate Codes
CommitteeID (6 characters) for Statewide Electbalcanid (6 characters) for local
   6 digit unique code from State Candidate Management Database for State and Federal offices. (Can be negative for Federal Offices)
    Example: 513186
   6 digit unique Oracle sequence identifier for County and local offices starting at 700000
    Example: 700502
    Automated process runs on the Oracle scheduler to assign local codes to candidates entered into E-Wizard Stage 2 starting with 700000 and continuing upward for each election.
   8 digit unique Oracle sequence identifier for State, County and Local proposals starting at 31000000 with Y or N value.

   31002402Y for YES value
   31002402N for NO value

   State Candidates -1000 to 699999
   Local Candidates 700000 to 999999
   State/Local Proposal Candidates (YES/NO) 31000000 and up

Section 3 – Michigan Standard Results File Format – *For import from Vendor EMS products into the State EMS*

Michigan Standard Results File Format (MSRFF) File Naming Structure

The following is the required file name format for each file using the Michigan Standard Results File Format (MSRFF).

<32 character MD5 of file>.<county name>.<Version>.csv

Version is optional, but only one file will be accepted from a county without it. The file will have a .csv file extension. The Version must increment with each subsequent upload. Version is a 3 digit number, with leading zeros.

Example:

6973561bc01d39c9563119a1c1dbdaed.Missaukee.001.csv

Each subsequent file will increment the Version Number

567890wer05d677y51u116m511tbvatrb.Missaukee.002.csv

The MD5 hash should be different with each file. This is an indicator that the contents of the file are a duplicate from a previous file submittal.

The MD5 signature also verifies the integrity of the data contained in the file was not compromised when the data file was transferred.

Michigan Standard Results File Format 1.0

Revised 12/10/2009

The Michigan Standard Results File contains precinct results and/or summary election results, delimited with blanks or commas, with strings enclosed in quotes or not.

FORMAT OVERVIEW

For each precinct as well as for the election summary, the Standard Results File may contain the following items:

1. Two statistical records for all races, including the:
     a. Number of precincts running in the election
     b. Number of precincts started reporting

2. For every race:
     a. Candidate counts for every candidate in the race
     b. Write-in values for each race by precinct
     c. Ballots cast for each race by precinct
     d. Total overvotes
     e. Total undervotes

FIELD DEFINITIONS – Columns

Name	Default Type	Max. Value/Width	Description
Office Id	String	16 characters	QVF Identifier for the office.
Precinct Id	String	16 characters	QVF Identifier for the precinct.
Candidate Id	Number	9999999999	QVF Identifier for the candidate or statistical identifier.
Count	Number	9999999999	Counter (e.g. votes, ballots cast) for the records

RACE DETAIL – Rows

The export file consists of a series of records (rows) that contain results for the precinct, races, and candidates.

For each file one file header record and two statistics records are listed

1.1 Header Record

Fields are set as follows in the header record.

"11/04/2008 Missaukee County - Exported at: Dec 9 2009 8:41AM"

- Election Date
- File Name
- Export Information including Date and Time

1.2 Statistics Records

- Number of Precincts – uses 9999994 as code
- Number of Started (Number of Precincts Reporting) – uses 9999995 as code

- Ballots Cast by Precinct (Each Precinct has an individual record per office) – uses 9999996 code
- Overvotes by Precinct (Each Precinct has an individual record per office) - uses 9999997 code
- Undervotes by Precinct (Each Precinct has an individual record per office) – uses 9999998 code

1.3 Race Statistics Records

"OFFICE-102028948","WP-57-44480-00001",-621,216

<<QVF Office Code>>, <<QVF Precinct Code>>, <<QVF Candidate Code>>, <<Vote Count>>

- Write-in Values are indicated with a QVF Candidate Code of 9999999. One count per race.

1.4 Absentee Counting Board Records

- If AV Counting Boards are being used (collector groups) where Precinct and Absentee Totals need to be separated, the Absentee group can be reported in a system generated AV precinct as show below retaining the county-jurisdiction-precinct code numbers from the Ward Precinct (WP) value.

WP-23-21520-00001 – Election Day (Precinct/Polling Place) Totals
AV-23-21520-00001 – Absentee (AVCB) Totals

SAMPLE OUTPUT

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