Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET **May 24, 2004**
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

NOTICE
OF
CONTRACT NO. 071B4200234
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR **Election Systems & Software, Inc.** **11208 John Galt Blvd.** **Omaha, NE 68137**	TELEPHONE Eric Anderson **(402) 970-1156** VENDOR NUMBER/MAIL CODE **(2) 47-0617567 (001)** BUYER/CA (517) 373-1455 **Laura Gyorkos, CPPB**
Contract Compliance Inspector: **Voting Systems – Department of State**	
CONTRACT PERIOD: From: **April 26, 2004** To: **April 26, 2007**	
TERMS **See Section II-G**	SHIPMENT **N/A**
F.O.B. **Delivered**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

The terms and conditions of this Contract are those of ITB #071I4001011 this Contract Agreement and the vendor's quote dated March 23, 2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $32,000,000.00

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AUTHORITY: Act 431 of 1984
COMPLETION: Required
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NAME & ADDRESS OF VENDOR	TELEPHONE Eric Anderson **(402) 970-1156**
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	BUYER/CA (517) 373-1455 **Laura Gyorkos, CPPB**

Contract Compliance Inspector:
Voting Systems – Department of State

CONTRACT PERIOD: From: **April 26, 2004** To: **April 26, 2007**

TERMS	SHIPMENT
See Section II-G	**N/A**
F.O.B.	SHIPPED FROM
Delivered	**N/A**

MINIMUM DELIVERY REQUIREMENTS
N/A

MISCELLANEOUS INFORMATION:
The terms and conditions of this Contract are those of ITB #071I4001011 this Contract Agreement and the vendor's quote dated March 23, 2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: $32,000,000.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. #071I4001011. Orders for delivery of equipment will be issued directly by the Department of State through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	**FOR THE STATE:**
Election Systems & Software, Inc.	
Firm Name	Signature
	Sean Carlson, Director
Authorized Agent Signature	Name
	Acquisition Services
Authorized Agent (Print or Type)	Title
Date	Date

ACQUISITION SERVICES
STATE OF MICHIGAN

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ATTACHMENTS

Exhibit A - Standard Purchase Agreement
Exhibit B- Software License Agreement

DEFINITION OF TERMS

TERMS	DEFINITIONS
AVM	Mechanical Lever Voting Devices
Contract	A binding agreement entered into by the State of Michigan resulting from a bidder's proposal; see also "Blanket Purchase Order."
Contractor	The successful bidder who is awarded a Contract.
County	County and the cities and townships within the county.
DMB	Michigan Department of Management and Budget
DOS	Michigan Department of State
Expiration	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Election Cycle	Even numbered year primary and general elections in which the equipment is used.
ITB	Invitation to Bid - A generic form used by Acquisition Services to solicit quotations for services or commodities. The ITB serves as the document for transmitting the bid solicitation to interested potential Bidders.
Phase I	(Appendix C) - Consists of jurisdictions that currently use punch card ballots and lever machines, for which the State has received Title I buyout funds, and jurisdictions that currently use paper ballots. These jurisdictions will receive replacement equipment.
Phase II	(Appendix D) - Consists of jurisdictions that currently use optical scan and DRE voting systems and have not requested State reimbursement. These jurisdictions under Phase II will receive replacement equipment.
Successful Bidder	The bidder awarded a Contract as a result of a solicitation.
State	The State of Michigan For Purposes of Indemnification as set forth in Section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

SECTION I
CONTRACTUAL SERVICES TERMS AND CONDITIONS

I-A PURPOSE

The purpose of this Contract is to provide Precinct Count Optical Scan Voting Systems and Election Management Systems to the State of Michigan. These systems shall comply with Title III of the Help America Vote Act, provisions of Michigan election law and Public Act 91 of 2002.

This Contract is established between the State of Michigan and the qualified Contractor. Upon execution of this Contract with the qualified Contractor, DOS will notify each county of available hardware, software, and components covered under these contracts. The county clerk and the local clerks within the county will jointly select a single vendor to provide precinct count optical scan and EMS hardware, software and components for use throughout the county. Each county will develop a countywide implementation plan by determining quantities required per jurisdiction, which will be forwarded to the State for review. Once received, the plan will be reviewed for completeness and accuracy. If approved, the county will be authorized to move forward with the acquisition process. If not approved, instructions for amending the plan will be provided.

Once the final county implementation plan is approved and the grant between the DOS and the jurisdiction is completed and signed by both parties, DOS will execute purchase orders to the contractors on behalf of the county. Once all conditions are met, DOS will release payment to the contractor for all hardware, software, and components. Items purchased under this contract shall be the property of the county, city or township for which it was purchased. The terms and conditions of the Contract will govern the purchase orders to the contractors, which shall remain in effect for the below referenced term unless earlier terminated in accordance with the terms of the Contract. The selected qualified Contractor will be paid pursuant to the terms specified in Section II-G Ordering and Contract Payment.

Immediately following the award(s), a communications package will be forwarded to all eighty-three counties containing instructions designed to ensure local compliance with the above provisions.

The Contractor is only authorized to process orders placed by DOS on behalf of the qualified jurisdictions as indicated on the designated website. More details on the specific steps in the process will be sent to counties and Contractor(s) upon award at a later date.

The replacement process will occur in three phases. Phase I (Appendix C) consists of jurisdictions that currently use punch card ballots and lever machines, for which the State has received Title I buyout funds, and jurisdictions that currently use paper ballots. Central count optical scan precincts will also receive new equipment in Phase I. Phase II (Appendix D) consists of jurisdictions that currently use optical scan and DRE voting systems and have not requested State reimbursement. These jurisdictions under Phase II will receive replacement equipment. Optical scan equipment purchased prior to the November 7, 2000 general election will be replaced. Jurisdictions that purchased optical scan equipment after November 7, 2000 will receive a one-time reimbursement from the state. The State anticipates that all DRE equipment will be replaced regardless of when it was purchased. Equipment replacement plans are contingent upon the receipt of adequate federal funding. Phase III, not included in this contract, will provide HAVA compliant disability voting devices for each polling location in the State.

Based on the availability of funding, the State of Michigan anticipates the purchase of approximately one precinct count optical scan tabulator for each precinct in Michigan (approximately 5200). In addition, the State anticipates a purchase of approximately 500 precinct count optical scan tabulators for the processing of absent voter ballots. Based on the availability of federal funds, absent voter counting board tabulators will be purchased along with other tabulators purchased in both Phase 1 and Phase 2. Extra tabulators are defined as any amount over the 5200 estimate. These tabulators would typically be used for AV counting boards and would not require supplemental services such as training and project management.

DOS also anticipates the purchase of Election Management System (EMS) software by each of the eighty-three counties. Additional copies of the EMS may be provided to the larger cities and townships within the State. The quantities shown are estimates only. The State is not obligated to buy in these or any other quantities. ES&S will provide the State with 1 copy of EMS, 1 tabulator, and annual post warranty maintenance at no charge to the State. This equipment and software shall be used by the State for demonstration and training purposes only.

In addition, the State is extending the warranty on EMS by 2 additional years by pre-paying 2 years of EMS Optional Post Warranty Maintenance. This eliminates the need for jurisdictions to pay for any EMS optional post warranty maintenance costs until 2009, if the EMS was purchased in 2004. Refer to Section II-D DELIVERABLES for more information on Warranty.

Due to the many jurisdictions that may be acquiring hardware and software in 2005, the State has added Election Administrative Support for 2005. This support is available for jurisdictions holding elections in 2005 for a not to exceed amount based on the contractor's daily rates listed in Appendix K. Refer to Section II-D DELIVERABLES for more information on Election Administrative Support.

In summary, mandatory items in this contract to be purchased by and paid for by the State include the following:

a) Precinct Optical Scan Tabulators and all related services included in Appendix G. (e.g. training, project management)
b) One EMS for each county (83) and one for each local jurisdiction (Based on a list the State will provide)
c) 2 years pre-paid of EMS Optional Post Warranty Maintenance
d) 2005 Election Administrative Support for first 2 elections in 2005
e) Extra tabulators for Absentee Voter Counting Boards (estimate of 400-600 in addition to 5200)

Additional items are included in this contract for optional use by jurisdictions. If a jurisdiction chooses to purchase an optional item off this contract, the jurisdiction is responsible for all costs associated with the item.

In summary, optional costs to be paid for by counties and local jurisdictions include the following:
a) Items listed under "Optional Items"
b) Optional Post Warranty Maintenance
c) Ballot Printing Costs
d) Tabulator Programming

Failure to meet the provisions of HAVA will result in the DOS being in non-compliance of the law and will necessitate the return of Federal funds as outlined in Section 102(d) of P.L. 107-252. To offset any potential monetary penalties incurred by the DOS, the Contractor must submit a performance guarantee as outlined in Section I-RR.

Contract(s) awarded from this solicitation will be the following type:

- Fixed Unit Priced Contract

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of a Contract by all parties. This expected Contract will cover the period April 26, 2004 through April 26, 2007. The State fiscal year is October lst through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, Department of State. Where actions are a combination of those of Acquisition Services and the Department of State the authority will be known as the State.

Department of State is the sole point of contact in the State with regard to all procurement at the county or jurisdiction level. DMB, Acquisition Services is the sole point of contact for contractual matters relating to the services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Invitation to Bid and any Contract(s) awarded as a result of this Request. All communications concerning contractual issues shall be addressed to:

Laura Gyorkos, Buyer, CPPB
Strategic Business Development
DMB, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
Phone: (517) 373-1455
Email: GyorkosL@michigan.gov

I-D CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. The Contract Administrator at the Department of State is the sole point of contact in the State with regard to all procurement at the county or jurisdiction level. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

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

I-E COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of this Contract. Total liability of the State is limited to the terms and conditions of this Contract.

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this contract whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contractor shall notify the State and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

I-H DISCLOSURE

All information in this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq*.

I-I TAXES

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

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

3. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, Contractors shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

I-J ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

I-K INDEMNIFICATION

1. General Indemnification

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

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

   b. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;

   c. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;

d. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

e. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

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

3. Indemnification Obligation Not Limited

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

4. Continuation of Indemnification Obligation

   The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

I-L LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages exceeding the value of the purchase order agreement with the local jurisdiction, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not be applicable for claims arising out of gross negligence, willful misconduct, or Contractor's indemnification responsibilities to the State as set forth in Section I-K with respect to third party claims, action and proceeding brought against the State.

I-M NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-N WARRANTIES AND REPRESENTATIONS

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

1. The Contractor will perform all services in accordance with high professional standards in the industry;

2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;

3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;

4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;

5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;

6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;

7. The Contractor has duly authorized the execution, delivery and performance of the Contract;

8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;

9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations per warranty provision in Section II-D – Deliverables.

10. The Contractor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services;

11. The Contractor will not insert or activate any disabling code into the systems used to provide the services without the State's prior written approval;

12. All equipment and software sold under this contract shall be new and the latest model or version available;

13. The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract.

I-O TIME IS OF THE ESSENCE

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

I-P STAFFING OBLIGATIONS

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

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

The Contractor may also avoid a material breach if they Remove Key Personnel with the approval of the Contract Administrator and have the Contract Administrator's approval of replacement Key Personnel. Assignment of new Key Personnel with out prior approval of the Contract Administrator will still be deemed unsatisfactory and subject to contract cancellation. The State, in its sole discretion, may require the Contractor to provide documentation on such removal of key personnel, and such documentation may be posted on the program Web page to provide other counties with due warning of such events.

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

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

Name: Willie G. Wesley, Jr.
Title: Area Director

ES&S certifies that Willie G. Wesley, Jr., Michigan State Area Director, will oversee implementation progress of the State of Michigan voting system implementation during the first 180 days of the Contract. Mr. Wesley is a resident of the State of Michigan and maintains a home office within the state.

Mr. Wesley and Al Benek, Vice President of Professional Services, will manage an ES&S Project Manager and other personnel assigned to implement this project as well as the implementation progress.

The Project Manager, acting as your primary day-to-day interface partner, assumes responsibility for the execution of all ES&S duties under our agreement. The Project Manager also confirms our understanding of your expectations, identifies any necessary changes to the Project Plan, and communicates with you and internally with ES&S.

I-Q RIGHTS OF OWNERSHIP

Software: All copies of data, materials, documentation and other things not including software prepared or acquired by the Contractor and delivered to the State or counties shall be non-exclusively licensed to the State or county. In addition to being non-exclusive, the licenses are also site-wide, irrevocable, and royalty-free. The State and counties may use copies, including intellectual property rights therein, consistent with the rights of a non-exclusive licensee. All rights in software, if any, shall be governed by the applicable license agreement which cannot contradict the terms of this contract.

Software Prepared by the Contractor Licensed to the State or counties: Contractor grants to the State and counties a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use any custom developed software and related documentation according to the terms and conditions of this Contract. For the purposes of this license, “site-wide” includes the State or any county regardless of its physical location.

The State or county may modify the Software and may combine such with other programs or materials to form a derivative work. The State or county will own and hold all copyright, trademark, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Software other than those granted in this Contract.

The State and county may copy each item of Software to multiple hard drives or networks.

The State and county will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The State and counties may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment.

The EMS license fee to the State, counties, and local jurisdictions shall be $0 and the license shall be perpetual. EMS maintenance fees will apply to county only; not to those jurisdictions designated by the State to receive EMS. There will be no “double dip” on EMS post warranty maintenance costs. The counties are responsible for optional post warranty costs. The State cannot mandate the county to use EMS or pay for post warranty maintenance costs.

ES&S will allow jurisdictions to contract with outside individuals or firms to program using the EMS system. The outside individual contractors will exclude individuals currently employed by the other election system vendors.

Equipment: All equipment shall be titled in the name of the State, counties, cities and townships.

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

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

I-R CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

I-S REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in Section I-R of this Contract shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-T CONTRACTOR'S LIABILITY INSURANCE

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

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

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

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR SHALL FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE SHALL BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. SHALL BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE shall include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked (☑) below:

☑ 1. Commercial General Liability with the following minimum coverage's:

$2,000,000 General Aggregate Limit other than Products/Completed Operations
$2,000,000 Products/Completed Operations Aggregate Limit
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit
$500,000 Fire Damage Limit (any one fire)

The Contractor shall list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

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

The Contractor shall list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

☑ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification shall be furnished that coverage is in the State fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance shall include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance shall contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

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

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

I-U NOTICE AND RIGHT TO CURE

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

I-V CANCELLATION

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

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

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

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

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

2. Cancellation For Convenience By the State. (The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest). Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

I-W RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.

2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and

the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.

4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-X EXCUSABLE FAILURE

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

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably

adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

I-Y ASSIGNMENT

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

I-Z DELEGATION

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

I-AA NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-BB WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable State agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.state.mi.us/mdcs/Regindx.

I-CC MODIFICATION OF SERVICE

The Director of Acquisition Services reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

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

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.

2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.

3. If the State does not accept the Contractor's proposal, the State may:

   a. withdraw its change request; or

   b. modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor shall notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-DD NOTICES

Any notice given to a party under this Contract shall be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

For the Contractor: Eric Anderson
General Counsel
Election Systems & Software, Inc. (ES&S)
11208 John Galt Blvd.
Omaha, Nebraska 68137
402.970.1156 (Voice)
402-970-1291 (Fax)
eaanderson@essvote.com

For the State: **Laura Gyorkos, Buyer, CPPB**
Strategic Business Development
DMB, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
Phone: (517) 373-1455
Email: GyorkosL@michigan.gov

Either party may change its address where notices are to be sent giving written notice in accordance with this section**.**

I-EE ENTIRE AGREEMENT

The contents of this document and the Contractor's proposal will become contractual obligations, if a Contract ensues. Failure of the successful Contractor to accept these obligations may result in cancellation of the award.

This Contract shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

The terms contained in this master contract shall supercede terms in any other agreements.

I-FF NO WAIVER OF DEFAULT

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

I-GG SEVERABILITY

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

I-HH HEADINGS

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

I-II RELATIONSHIP OF THE PARTIES

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

I-JJ UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-KK SURVIVOR

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

I-LL GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-MM YEAR 2000 SOFTWARE COMPLIANCE

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

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

I-NN CONTRACT DISTRIBUTION

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

I-OO STATEWIDE CONTRACTS

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

I-PP STOP WORK

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

   a. Cancel the stop work order; or

   b. Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.

2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

   a. The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and

   b. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.

4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

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

I-QQ DISCLOSURE OF LITIGATION

1. The Contractor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel under this Contract, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.

2. The Contractor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments that may have arisen against it or its subcontractors during the five years proceeding its bid proposal, or which may occur during the term of this Contract or three years thereafter, which involve (1) products or services similar to those provided to the State under this Contract and which either involve a claim in excess of $250,000 or which otherwise may affect the viability or financial stability of the Contractor, or (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any Federal, State or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or subcontractor, in any an amount less than $250,000 shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.

3. All notices under subsection 1 and 2 herein shall be provided in writing to the State within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Semi-annually, during the term of the Contract, and thereafter for three years, Contractor shall certify that it is in compliance with this Section. Contractor may rely on similar good faith certifications of its subcontractors, which certifications shall be available for inspection at the option of the State.

4. Assurances - In the event that such investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:

    a. the ability of the Contractor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or

b. whether the Contractor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of Michigan or Federal law, regulation or public policy, then

The Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (a) the Contractor or its subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, (b) the Contractor or its subcontractors will not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

5. The Contractor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this Contract.

I-RR PERFORMANCE GUARANTEE

The State is concerned with the timely delivery of the agreed upon amounts of mandatory equipment (optical scan tabulators and EMS software), the performance of all equipment, and warranty coverage on all equipment. The State has an interest in assuring performance from vendors on these items and minimizing the impact of this assurance on the final delivered cost of the equipment offered under this contract. To this end, the State is expecting bidders to provide a performance guarantee. Bid responses are therefore, expected to include associated costs for utilization of performance bonds, insurance, or other solutions of the Bidder(s) choice.

Performance Guarantee Coverage for Phase I:

Cities and townships will be seeking to replace Phase I punch card and lever machine voting systems (this excludes paper ballot voting systems). Failure to receive timely deliverables, nonperformance of any equipment, and lack of warranty coverage on any equipment, could result in loss of federal funds. For that reason, the State is seeking the Bidder to provide protection to reimburse the State for this loss of funds.

The State will seek to be reimbursed at the rate of $3,192.22 per precinct for late delivery or nonperformance of equipment, hardware, software, or components. For that reason a performance guarantee is expected equal to the value of the warranty coverage, value of the mandatory equipment on the purchase order agreement with each county, and the reimbursement amount of $3,192.22 per precinct.

While paper ballot precincts will be included in the Phase I replacement of voting equipment, the additional $3,192.22 performance guarantee is not required for precincts in which paper ballots are used. Paper ballot precincts fall under the same minimum performance guarantees required for Phase II precincts.

The guarantee on the $3,192.22 per precinct shall be in effect through verification of complete delivery, successful installation and successful acceptance testing. The guarantee made on timely deliverables, nonperformance of any equipment, and lack of warranty coverage on any equipment shall be in effect through the first even numbered year November General election in which the equipment is used.

A bond that is equal to $3,192.22 times the number of units is required in addition to the minimum guarantee requirements. The individual unit amount is based on the total number of punch card and lever machine precincts for which the state has received Title I funds.

The Contractor agrees to deliver the bond to the State within five business days of the date purchase orders are placed by DOS for the jurisdictions.

Performance Guarantee Coverage for Phase II:

Cities and townships will be seeking to replace Phase II optical scan and DRE voting systems. The State is concerned with timely delivery, performance of equipment, hardware, software, or components, and warranty coverage. For that reason a performance guarantee is expected equal to the value of the warranty coverage and the value of the mandatory equipment on the purchase order agreement with each county.

The guarantee shall be made with each county and shall be in effect through the first even numbered year November General election in which the equipment is used.

The Contractor agrees to deliver the bond to the State within five business days of the date purchase orders are placed by DOS for the jurisdictions.

I-SS SOURCE CODE ESCROW

(a) Definition. "Source Code Escrow Package" shall mean:

(i) A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
(ii) A complete copy of any existing design documentation and user documentation, including any updates or revisions; and/or
(iii) Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code as provided below. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate executable code.

(b) Delivery of Source Code into Escrow. Vendor shall deliver a Source Code Escrow Package to the Escrow Agent, pursuant to the Escrow Contract, which shall be entered into on commercially reasonable terms subject to the provisions of this Contract within thirty (30) days of the execution of this Contract.

(c) Delivery of New Source Code into Escrow. If at anytime during the term of this Contract, the Vendor provides a maintenance release or upgrade version of the Licensed Software, Vendor shall within ten (10) days deposit with the Escrow Agent, in accordance with the Escrow Contract, a Source Code Escrow Package for the maintenance release or upgrade version, and provide the State with notice of the delivery.

(d) Verification. The State reserves the right at any time, but not more than once a year, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the Source Code Escrow Package.

(e) Escrow Fees. All fees and expenses charged by the Escrow Agent will be paid by the Vendor.

(f) Release Events. The Source Code Escrow Package may be released from escrow to the State, temporarily or permanently, upon the occurrence of one or more of the following:

(i) The Vendor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;
(ii) The Vendor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Vendor to fail to meet its warranties and maintenance obligations in the foreseeable future;
(iii) The Vendor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.
(iv) The Department of State or an authorized agent of the Department of State shall be able to obtain the software for purposes of analyzing and testing the software.

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

(i) The State shall comply with all procedures in the Escrow Contract;
(ii) The State shall maintain all materials and information comprising the Source Code Escrow Package in confidence in accordance with this Contract and MCL 168.797c;

(iii) If the release is a temporary one, then the State shall promptly return all released materials to Vendor when the circumstances leading to the release are no longer in effect.

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

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

SECTION II
WORK STATEMENT

II-A BACKGROUND and PROBLEM STATEMENT

Historically, decisions on the procurement of voting equipment in the State of Michigan have been made at the local level. As a result, there exists in Michigan a wide variety of voting systems. Having many different types of voting systems in the State causes several problems in election administration and voter education, among these are:

- Greater administrative burdens and cost
- Potential loss of skills and experience when seasoned election inspectors move
- Voter comfort when they move and are confronted with a different system
- Diminished ability of the State's election community to offer peer support

The National Help America Vote Act (HAVA) was signed into law in October 2002 in response to concerns regarding the way elections were conducted across the country. HAVA mandates that voting systems used in elections for national offices have certain characteristics. In addition, Michigan Public Act (PA) 91 of 2002 mandates a uniform method of voting in the State. On August 4, 2003 Secretary of State Terri Lynn Land announced the selection of a uniform voting system in Michigan. After an extensive review of current trends in voting equipment usage in Michigan, the advantages and disadvantages of optical scan and direct recording electronic voting equipment, and information on the performance of the voting systems currently used in Michigan, it has been determined that an optical scan voting system that uses "precinct-based" tabulation technology best serves the needs of the State.

It is important to acknowledge the efforts of the Department of State's Bureau of Elections, the Secretary of State's HAVA Committee that also served as the Advisory Committee on the selection of the uniform voting system, and members of the public that provided testimony during the public hearings. Their input was central to this selection process.

It merits note that as a result of HAVA and PA 91, a number of county voting systems will be replaced to meet the requirements of HAVA. The replacement process is seen as occurring in three phases. In Phase I, jurisdictions that currently use punch card ballots and lever machines, for which the State has received Title I buyout funds, and jurisdictions that currently use paper ballots, will receive replacement equipment. In Phase II, jurisdictions that currently use optical scan and DRE voting systems, that have not requested State reimbursement, will receive replacement equipment. Phase III, not included in this contract, will provide HAVA compliant disability voting devices for each polling location in the State.

II-B OBJECTIVES

General Requirements:

The objective of this contract is to qualify Bidders to supply both Precinct Count Optical Scan Voting Systems and compatible Election Management Systems in the State of Michigan, which comply with Title III of the Federal HAVA and PA 91 of 2002. To satisfy the requirements of Title III the voting systems shall:

(A) Except as provided in subparagraph (B), the voting system (including any lever voting system, optical scanning voting system, or direct recording electronic system) shall:

- Permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted;
- Provide the voter with the opportunity (in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted (including the opportunity to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error); and
- If the voter selects votes for more than one candidate for a single office (1) notify the voter that the voter has selected more than one candidate for a single office on the ballot; (2) notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and (3) provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.

(B) DOES NOT APPLY IN MICHIGAN

(C) The voting system shall ensure that any notification required under this paragraph preserves the privacy of the voter and the confidentiality of the ballot.

ALTERNATIVE LANGUAGE ACCESSIBILITY

The voting system shall provide alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a) The ballots for the Model 100 Precinct Ballot Counter and the Model 650 Central Ballot Counter can be designed to include multiple languages.

All vote accumulation software shall utilize open architecture so as to interact seamlessly with any approved disabled voter equipment that the State may select. Please refer to **Section III-E Technical Summary** for detailed information.

From the list of qualified Vendors, each county will be required to select a single Vendor to provide precinct count optical scan voting equipment, Election Management System (EMS) and optional Absentee Balloting System (ABS) to each qualifying jurisdiction within the county.

Specific Requirements:

1. PRECINCT COUNT OPTICAL SCAN VOTING SYSTEM

Tabulator Programming

All tabulator programming shall be written so as to accurately tabulate the votes cast for each candidate, office, and question for which the voter is lawfully entitled to vote, in conformity with the provisions of Michigan election law section 168.794, 168.795, 168.795a, 168.795b, 168.795c and 168.797c (See Appendix B) and Electronic Voting Systems – Promulgated Rules R 168.773, Rule 3. (Available on request from the DOS.)

Performance Capabilities

The system shall:

a. Accurately report all votes cast.

Our optical scan systems have been certified to comply with the FEC requirement to"…*achieve an error rate not to exceed one error in one million*…"

b. Provide for the electronic storage and tabulation of write-in votes.

Optical Scan Precinct Count
To enter a write-in candidate, the voter fills the oval next to the write-in line for the office of his/her choice and writes the candidate's name. The Model 100 system can be programmed, by using the diverter mechanism inside the Model 100 ballot box, to separate those ballots containing write-in votes from the ballots not containing write-in votes.

Absentee Ballot System (ABS)
To enter a write-in candidate, the voter fills the oval next to the write-in line for the office and then writes the candidate's name. The Model 650 system can be programmed to stop on a write-in ballot. When processing is halted due to a write-in ballot, the election official determines whether the write-in names are valid and/or certified.

c. Accommodate multi-member districts whereby multiple votes are cast for more than one position in the same office (i.e. vote for two).

All ES&S systems accommodate elections that contain multi-member districts running in the same election. Typically, each member or seat position is set up in the master election database as a separate office.

d. Produce zero printouts before each election and precinct totals printouts at the close of the polls.

All ES&S precinct-based voting systems provide an accumulated alphanumeric zero report at the opening of polls and an accumulated alphanumeric results report at the closing of polls on Election Day.

The Model 100 voting system provides a zero report at the opening of polls on election day. Audit trails are written and maintained on the PCMCIA Card and in the Model 100 system. The Model 100 system automatically produces a "Zero Report" before any vote is cast. By producing this report before the polls are opened Election Day, election officials, candidates, and voters are assured that vote totals have not been altered.

e. Permit recounts to be conducted pursuant to the requirements of MCL 168.803, 168.795(1)(j) and 168.794a.

Audit materials, along with the permanent secret record of the cast ballots, provide the basis for any recount or contest of election with a precinct based optical scan system or an absentee optical scan system. Recounts can be conducted in the following manner:

1. Electronic re-tabulation of ballots on the same scanner, or if required, using a different scanner. The same memory chip must be used to verify that the election parameters during the recount were the same as those occurring on Election Day. The ballots fed through the scanner and the results are compared on a precinct-by-precinct basis.
2. Manual recount may be conducted by hand counting all ballots and comparing the results on a precinct-by-precinct basis.

f. In the event of the failure of a unit, retain a record of all vote totals accumulated prior to the failure.

Optical Scan Precinct Count
The Model 100 precinct ballot counter uses a standard PCMCIA card to store all totals. Each vote is stored on the PCMCIA card as it is read into the scanner. In the event of a failure, the PCMCIA card retains all votes cast up until the time of the failure. To recover the votes, the PCMCIA Memory Card is simply moved to a replacement Model 100 unit.

ABS
The Model 650 Central Ballot Counter is zip-drive equipped and has a 128-MB solid-state hard drive. Backup is a manual operation initiated by the "Save to Diskette" push-button on the operator panel. Data may be stored on the zip disk or hard drive as often as is required by the jurisdiction. After data is stored to zip disk, it can only be accessed by the Model 650 system or by ES&S election tabulation software. Data stored to zip disk is inaccessible using standard computers and software because the files written to the disk are encrypted using an ES&S defined format.

g. Alert the voter to the presence of over votes, cross over votes (if applicable), or blank ballots before accepting the ballot for tabulation.

Optical Scan Precinct Count

All ES&S Optical Scan equipment can be programmed to handle overvoted, crossover votes and blank ballots. The Model 100 system can be set to accept, reject, or query the voter on what to do with an overvoted ballot or crossover ballot. Typically the procedure is to query the voter; when an overvoted ballot or a ballot with crossover votes is fed into the counter. The counter will stop, hold the ballot internally, emit an audible signal, display how many offices on the ballot are overvoted, or indicate where crossover votes have occurred.

The system display will ask the voter if they want to accept the ballot as is, or have the ballot returned to them. When the ballot is returned, the voter must turn in the original ballot and get a new one issued to them.

ABS

The Model 650 absentee scanner can be set to stop processing ballots when a blank, crossover or overvoted ballot is detected. The ballot can then be removed from the hopper and taken to verification board that will decide if voter intent can be determined. The scanner does not count any ballot that is sorted out. After the ballots have been reviewed, the overvote, crossover, blank, and special sort function can be turned off by pressing the button for each function on the control panel. The ballots that were originally sorted are now run through the system and counted into the election totals.

h. Provide for multiple ballot formats on a single voting unit.

The Model 100 OMR ballot provides a flexible ballot format: The OMR ballot may be single- or double-sided and in the form of one or more ballots as required.

The Optical Scan flexible ballot format includes:

Standard ballot sizes	Voting positions per column/side
8 1/2 X 14"	36 X 3 Columns = 108/side
8 1/2 X 17"	41 X 3 Columns = 123/side
8 1/2 x 19” (3 ovals per inch)	51 X 3 columns = 153 / side
8 1/2 x 19” (4 ovals per inch)	68 X 3 columns = 204 / side

The 19" 408-response ballot was designed for customers who require large ballots. If the State requires more than the 408 ballot positions, ES&S could look into the possibility of producing a longer ballot. Also, ES&S systems do accommodate more than one ballot per voter for those cases where the number of ballot positions is just too large for one ballot. We have provided this solution for many of our customers where development of creating a longer ballot is not feasible. One of the largest factors in producing larger ballots rests with the paper suppliers and ballot production costs. Many printers do not have the type of equipment to handle the size.

i. Provide for an accurate and immediate transfer of data.

Optical Scan Precinct Count
The Model 100 precinct count optical scan system has an on-board printer that prints results, and can be configured with an on-board modem that can transmit the results to the central tabulation database. The Model 100 system provides a precinct level report and an audit report directly from the scanner. If modem transfer is not needed, the PCMCIA card can be read into the central tabulation database locally.

ABS
Model 650 reporting provides standard reports that include multi-level jurisdiction and multipurpose reports. The system also provides an "Event Log" a "Status Log," a "Long Summary" report, which includes overvotes and undervotes, and a "Media" Report. The Unity Election Reporting Manager automatically accumulates all data from ballots cast by mail, absentee in-person, and Election Day.

j. Provide for the tabulation of votes cast in split precincts, where all voters residing in one precinct are not voting the same ballot format.

The Model 100 precinct ballot counter accommodates tabulation of votes cast in split precincts.

k. Provide for identification of political parties and their associated vignettes, candidate names and party affiliation, offices, ballot questions, and all associated language and instructions.

The Unity Election Management System assigns unique security codes to identify the following:

Political parties	Unique ballot identification
Candidate names	Offices
Unique candidate party affiliation numbers	Ballot questions

The Unity modules: Ballot Image Manager (BIM,) and Election Data Manager (EDM), allow you to import graphics and text.

l. Be transportable without damage to internal circuitry.

Optical Scan precinct count
The Model 100 Precinct Ballot Counter comes complete with an airtight and durable carrying case that can be locked and transported without additional packing. Its sturdy construction renders it capable of withstanding impact, shock, and vibration loads accompanying surface and air transportation. If the Model 100 system is stored in an uncontrolled environment, it should be kept in its portable airtight carrying case.

ABS
The Model 650 Central Ballot Counter is a tabletop unit. The unit may be placed on a rolling table for ease of transport.

m. Provide a method for immediately detecting a malfunction.

All ES&S optical scanners display messages that indicate a voting unit is not functioning properly. If any of these messages are observed, poll workers are instructed to use the emergency ballot bin, and call the election office.

DOS prefers the use of ovals to define the "target area" or vote position of the ballot.

ES&S designs ballots with ovals that define the “target area” or vote position of the ballot. The voter marks the ballot by filling in the oval next to the candidate or proposal of choice. A vertical line separates columns on multi-column ballots so there is no confusion about which oval matches each candidate or proposal.

Audit

The system shall produce a paper audit log that shall contain sufficient information to allow the auditing of all operations related to ballot tabulation, election results, election result accumulation, and system reports. The audit log shall be created and maintained by the system in the sequence in which each operation is performed. The audit log shall include:

a. Identification of the program and version being run;
b. Identification of the election file being used;
c. Record of all options entered by the operator;
d. Record of all actions; and
e. Record of all tabulation and accumulation activities.

Each ES&S subsystem maintains an audit log that complies with the above requirements. The Unity system also contains a separate system, called the Audit Manager that monitors the overall module, version, user, and actions of the individual modules within the system.

In addition to the software audit trails, the Model 100 system logs critical events with a time/date stamp to the audit record. Those messages are:

1. Last Clock Change
2. Last Power On
3. Last Polls Open
4. Number of System Halts
5. Ballot Accounting Log
6. Election Card Installed Time
7. Ballot Test Time
8. Supervisor Switch Actions
9. Diagnostics Check Times
10. Counters Cleared Time
11. Polls Opened Time
12. Polls Closed Time

The Model 100 system also records the following data to an internal file during voting with a time/date stamp of occurrence.

- Blank Ballots Accepted
- Blank Ballots Rejected (if programmed)
- Over Voted Ballots Accepted
- Over Voted Ballots Rejected (if programmed)
- Crossover Ballots Accepted
- Crossover Ballots Rejected (if programmed)
- Write In Ballots Accepted
- With all races, the number of over votes and under votes is kept as part of the individual race record also.

In addition to providing an audit report in hard copy, for added security, the audit information is also stored electronically on the PCMCIA card, which also contains the election definition. Our election management software automatically programs each memory device with the proper election information. Once the information is entered into the Election Data manager, there is no need to change this information or add additional information. There is no manual intervention from the time the information is entered through the time the information is accumulated and reported. This verifies that the election accumulation process matches the election information.

The Model 100 results tape identifies override occurrence by office. This information is listed for all offices where an override occurred.

Security

The system security shall:

a. Permit diagnostic testing of all the major components;

Optical Scan Precinct and ABS

The Model 100 and Model 650 systems perform self-diagnostics upon startup. There are many self-checks that are intrinsic in unit operation that reduce the amount of testing required for normal use. Many of these self-checks are performed as part of the power-up sequence.

These include validation of memory checksums for each program section, election parameter section, and results section which includes verifying that the checksums are unchanged from their previous value when the unit was powered off. Failure of any of the tests will prevent the start of normal operation.

Other checks are performed as part of the unit operation. As each ballot is read, the unit uses the start and stop bars printed on the ballot to perform a full test of all read-head sensors in each active column just prior to and immediately after reading all voting positions. If any head fails the test (e.g., does not see both dark and light), an error message occurs and the ballot is not tabulated. Certain checksum validation is performed after each ballot is read. All checksums are also validated prior to printing a poll results report after the polls are closed.

b. Ensure that each voter's ballot is secret and the voter cannot be identified by image, code or other methods;

Optical Scan Precinct and ABS
The paper-based optical scan systems employ ballots that are not coded, numbered, or otherwise linked to the voter in any way.

To ensure that unauthorized access is not permitted ES&S has designed a multi level security platform into the Model 100 system. The design of the Model 100 system precludes unauthorized access to any of the data associated with the vote recording, counting, auditing, or reporting processes. The Model 100 system is constructed with keyed security locks to prevent unauthorized access to the unit, its ballot box or its interface electronics. Only authorized elections staff or poll workers can access the Model 100 system's key secured reporting features.

c. Provide for summary reports of votes cast by extracting information from a memory device or a data storage device;

Optical Scan Precinct and ABS

A summary report of votes cast can be printed directly from any ES&S precinct based or absentee optical scan system.

d. Provide printed records regarding the opening and closing of the polls to include the following:
1) Identification of the election, including opening and closing date and times;
2) Identification of the unit;
3) Identification of ballot format;
4) Identification of candidate and/or issue, verifying zero start.

Optical Scan Precinct and ABS
ES&S optical scan precinct tabulators and ABS systems provide printed records for the specifications listed above.

e. Prevent printing of summary reports before the sequence of events required for closing of the polls are completed;

Optical Scan Precinct and ABS
ES&S optical scan precinct tabulators and ABS systems require specific procedures to enable the systems to print summary reports. The reports cannot be printed until the poll closing sequence of events has been performed.

f. Prevent the loss of data during generation of reports;

Optical Scan Precinct
The Model 100 precinct ballot counter uses a standard PCMCIA card to store all totals. Each vote is stored on the PCMCIA card as it is read into the scanner. When all ballots are collected, election data is securely stored on the PCMCIA card, thus preventing the loss of data during the generation of reports.

ABS
The Model 650 absentee scanner uses an internal hard disk and an external Zip disk to store election data. These storage features ensure that there is no loss of data when reports are generated.

g. Ensure integrity and security of data maintained according to time frames for Federal, State and local elections;

Optical Scan Precinct and ABS
Although an unlimited number of paper reports can be printed that meet Federal, State, and Local election requirements for maintaining election information, this security requirement is not a function of the reports themselves. Data is stored on a PC hard drive and/or the flash EPROM chips in ABS systems. There is no limit to the length of time that data stored in either of these formats can be maintained.

h. Prevent functions to be initiated out of sequence;

Optical Scan Precinct and ABS
ES&S's precinct count OMR and central count systems prevent the user from operating the unit in an improper sequence. Log Audit Reports can be printed online in real-time to track system operations.

i. Ensure that all security provisions are compatible with administrative set up and operational use;

Optical Scan Precinct and ABS
ES&S's precinct count OMR and central count systems ensure that all security provisions are compatible with administrative setup and operational use.

The Model 100 system uses a proprietary method of electronically embedding election qualification codes into the programming of each election as well as the overall system operation codes. Anyone attempting to tamper with a file in transit (during electronic transmission from Election Day polls to election central), will find that the file will effectively be destroyed. The Unity Election System detects the corrupted file and ignores it completely. The user can then resend files. The Unity Election System only updates the network with files, which land uninterrupted.

In addition, we employ a variety of physical, and related hardware and software security measures to protect the integrity of the vote and audit data, which is critical to the integrity of any voting system. The Model 100 system's PCMCIA memory card is secured within a sealed compartment behind the units locked front panel. All error and major events are recorded with the date and time from the system's real-time clock. Audit trails are written onto the Card as well as the Model 100 system. The "zero report" produced before the polls open on Election Day also assures that the vote totals have not been tampered with. Access to the Model 100 system's Supervisory Switch and printer is also restricted by the use of keyed lock.

j. Provide an environment in which all databases are maintained and all necessary provisions are made for security and access control according to current industry standards;

ES&S's Unity Election Management System allows the State of Michigan, or any sub-jurisdiction to set up an election database including all definitions and descriptions of political subdivisions and offices. The Unity system provides password protection for entry into the Election Data Manager where this information may be accessed.

k. Allow for extraction of data from memory devices to a central host; Whether paper reports are produced or not, all data is still available to be loaded into the central tabulating system.

l. Allow for the sealing of the programmable memory device into the tabulator using a seal approved for use by the Department of State.

All ES&S systems' memory units are contained within the system and can be further secured with coded seals. System tampering through the unit interface is recorded to the audit log of the unit. Physical tampering cannot be recorded to the audit log.

System Back-up

The back-up system shall:

a. Remain in operation during power surges or other abnormal electrical occurrences;

Optical Scan Precinct Count
The Model 100 optical scan Precinct Ballot Counter contains a sealed lead-acid battery and charge/surge protection circuit that powers and protects all aspects of the tabulator during an electrical outage or other abnormality. The data resides on a PCMCIA card that also contains a backup battery.

ABS
The Model 650 Central Ballot Counter uses an internal hard disk and an external Zip disk for saving election data. Although the Model 650 system does contain built in surge protection, commercially available Uninterruptible Power Supply units may be used to provide additional backup power.

b. Engage immediately with no loss of data in the event of disruption of electrical connection; and

Optical Scan Precinct
The Model 100 system transitions to full battery power seamlessly, with no loss of data in the event of disruption of electrical connection.

c. Power all components of the voting system for a minimum of two hours.

Optical Scan Precinct
The Model 100 backup and recovery subsystem provides backup in the event of a power or machine failure. The Model 100 system includes a 12-volt sealed lead-acid battery that requires no special maintenance. The battery obtains its charge automatically from the system power supply. It allows complete protection from power failure and provides up to six hours of normal operation in the event of a power failure.

Vote tally and audit logs are stored on a SRAM PCMCIA Card (Memory Card). If the Model 100 battery becomes completely depleted, all results, audit data, etc. remain resident on the PCMCIA card.

ABS
If the Model 650 system has electrical interruption, all data that has been saved to the internal hard disk is saved. Saving to the internal disk consists of pressing the save button on the control panel; each save only takes a few seconds and provides for back-up during an electrical outage. The data on the internal drive can also be backed up to the Zip Drive storage device that is mounted in the front of the Model 650 system.

2. ELECTION MANAGEMENT SYSTEM (EMS)

The EMS shall allow State, county, and local officials to generate and maintain an administrative 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. EMS as used in this section is a generic descriptive acronym for election management system and is not intended to represent any products produced by a vendor or other organization.

The county EMS shall have the ability to electronically receive and accumulate precinct totals and jurisdiction totals for each jurisdiction within the county, which shall become part of a countywide report.

EMS software offered in the State of Michigan shall be tested and approved by the DOS under the procedures as prescribed by the Secretary of State. Such tests shall be performed during Oral Presentations as described in Sections III-C and III-E, Step III below.

Programming

The EMS shall provide a mechanism for defining the ballot, including the number of allowable choices for each office and question and shall provide for all voting options and specifications; and shall accurately report all votes cast as provided for under Michigan election law and Electronic Voting Systems – Promulgated Rules.

ES&S is proposing its fully integrated Windows-based Unity Election Management System. The Unity system is a suite of integrated products using a common database that provides our customers with accuracy, control, and integrity of all election data elements. The Unity system addresses all specifications provided for under Michigan election law and Electronic Voting Systems-Promulgated Rules. On the front end, the Election Data Manager (EDM) is used to enter the election definition used by the Vote Tabulation System. Typically, a master election database is created one time and it contains all precincts, districts, and precinct and district relationships. This master file is used to build each election-specific file to which election-specific contests can be manually added or merged from a previous election file. Candidates are then manually added to the contests. Once this is completed and proofed, ballot styles are automatically created and assigned to the respective precincts. The election files are then created and used by the various vote tabulation devices and the Unity system's Results Accumulation and Reporting subsystem.

The Election Data Manager can also print all required reports of precinct, district, district combinations, contest, and ballot style listing, etc. The Ballot Image Manager (BIM) is used to define the exact appearance of ballots, proof ballots, generate camera-ready artwork, and print ballots on demand. The Ballot Image Manager is actually an electronic typesetting system that is used to design all ES&S ballot faces.

The Hardware Programming Manager (HPM) the election specific database created by the Election Data Manager and Ballot Image Manager to create the appropriate media for each ES&S tabulation system.

a. The EMS shall generate all required master and distributed copies of the tabulator program, including those used to count absentee ballots and ballots cast by voters with disabilities if applicable.

   The Hardware Programming Manager module of the Unity system generates all master and distributed copies of the voting program for each individual voting unit (DRE and OMR) and reporting system throughout the State.

b. The EMS shall provide a mechanism to verify the correctness of tabulator programming. The mechanism shall also ensure that the ballot corresponds to the tabulator program and meets all requirements as prescribed by Electronic Voting Systems – Promulgated Rules and Michigan election law.

The Unity Election Management System allows the user to perform pre-election testing. After the creation of the election database, and the programming of the memory devices for each system, the ballot definitions can be tested for logic and accuracy. The election data is tested on the voting devices themselves. Ballots must be voted on each type of system to test logic and accuracy. The units tested may then be reset to pre-election conditions. This testing may be performed on an unlimited number of ballots.

c. The EMS shall employ control logic and data processing methods to detect errors and provide a means of correction.

Unity modules will detect most errors and provide a means of recovery.

d. The EMS shall accommodate multi-member districts (i.e. vote for two) whereby multiple votes are cast for more than one position in the same race.

All ES&S systems accommodate elections that contain multi-member districts running in the same election. Typically, each member or seat position is set up in the master election database as a separate office.

f. ES&S will allow jurisdictions to contract with outside individuals or firms to program using the EMS system. The outside individual contractors will exclude individuals currently employed by the other election system vendors.

g. ES&S will program the first two elections free of charge.

As requested by the State, ES&S has developed a comprehensive service plan that provides the State, county and local users with the training and technical support necessary to administer the first two even numbered year election cycles in which our equipment is used. This support shall include training and assistance on, among other things, pre-election programming and ballot set-up.

ES&S wants Michigan customers to have successful elections. Therefore, it is ES&S' intent to provide customers with the training they need to define and program their election. ES&S is also prepared to provide assistance when needed, either through the project manager or Customer Service Help Desk.

h. Jurisdictions will receive the Adobe software with each copy of Unity at no additional charge.

Ballot Definition and Data

a. The EMS shall be able to receive data electronically from the DOS, county clerks and designated local jurisdictions and return data electronically to the DOS, county clerks and designated local jurisdictions through a medium selected by the State, whether it be storage media or modem in the format listed in APPENDIX E, that contains, at a minimum, the following data:

1) Voting instructions
2) Candidate names as they appear on the ballot
3) Candidate rotations
4) Text of ballot questions
5) Office names and codes
6) Number to be elected/nominated for each office
7) Party affiliations of candidates (if any)
8) Ballot format indicator
9) Number of registered voters in the precinct
10) Number of votes cast for each office and question
11) Number of votes cast for each candidate
12) Number of yes and the number of no votes cast for each question
13) Number of override selections made in response to over voted, cross over voted and blank ballots

The Unity Election Data Manager can import all of the above-listed data from fixed length text files.

The Unity Election Reporting Manager allows the requested data to be exported to the DOS, county clerks, and designated local jurisdictions. The files are exported in a format agreed upon by ES&S and the State of Michigan. The Election Reporting Manager currently exports data in fixed record ASCII files. Provision of file formats is at no charge, but if custom design and programming are required, then costs are billed on a time and materials basis against a “not to exceed” amount.

b. The EMS shall accommodate multiple languages to include, at a minimum, English and Spanish. The 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.

Both English and Spanish text can be entered into the Election Data Manager (EDM) database as the ballot records are created. The county is responsible for all language translations. The software does not automatically translate English into foreign languages. EDM currently supports 13 languages.

Languages currently supported by EDM			
Chinese	Creole	Dutch	English
French	German	Italian	Japanese
Korean	Portuguese	Spanish	Tagalog
Vietnamese			

c. The EMS shall provide for programming in the case of split precincts.

Based on the district information entered into the system, the Unity Election Management System will automatically create precinct splits based on the district relation created within the program. The Unity system creates split precincts and assigns them appropriately within the jurisdiction. Splits are automatically inactivated by the system based on the district relations. There is no need to manage the splits within the system, because the Unity system automatically handles them.

d. The EMS shall allow the user to generate and maintain a candidate and proposal database and provide for the production, formatting or definition of ballots and software.

ES&S's Unity Election Data Manager allows for the creation of a single election database for use in the generation of ballots and the formatting of the memory devices of all proposed systems.

e. The EMS shall provide for the retention of previously defined elections and for the copying and modification of the retained election.

The Unity Election Data Manager is single entry system that stores all precinct, office and candidate information in a single database. After entering initial election data, election information can be recalled and edited.

f. The system shall provide for ballot rotation of candidate names as required under the provisions of Michigan election law and the Electronic Voting Systems - Promulgated Rules.

The Unity Election Management System is capable of automatically generating all rotations needed in any given election, and all ES&S tabulators are capable of displaying or reading ballots of any rotation combination.

g. The EMS shall provide for identification of party affiliation in primary elections; offices and their associated vignettes and instructions; candidate names and their associated vignettes and instructions; and ballot questions and their associated language and instructions.

The Unity Election Management System assigns unique security codes to identify the following:

Political parties	Unique ballot identification
Candidate names	Offices
Unique candidate party affiliation numbers	Ballot questions

The Unity modules: Ballot Image Manager and Election Data Manager allow the user to import graphics and text.

h. Distributed copies of the tabulator program, resident or installed in each tabulator, shall include all software modules required to monitor system status and generate audit reports on all functions.

The distributed copies of the voting program provide all of the above-listed requirements.

i. The EMS shall allow the import/export of ballot information and voter registration totals to and from any centralized statewide database and be flexible enough to accommodate changes in that database.

The Unity Election Management System allows import/export of ballot information and voter registration information to and from a centralized database.

To make a system-wide ballot change that involves the reprinting of ballots, the user modifies the applicable office/name/issue in the Unity Election Data Manager. Any change such as adding or deleting a name or office can be performed in less than five minutes. After the changes are made in the Election Data Manager, the files must be “re-merged” to create the Ballot Definition File for the Ballot Image Manager. This merge is an automated process but can take five to ten minutes in a large complex election. The Ballot Image Manager can now be used to produce a new optical scan ballot to be reprinted and a new interface file for the Hardware Programming Manager.

The Unity Election System allows the import and export of certain election specific information from and to external sources, such as the DOS Voter Registration System. Specifically, the Unity Election Data Manager can import precinct, district and district relationship data from the DOS Voter Registration System after the data has been exported from this system into an ES&S specified format. This data is then used to begin the election coding process and enables the correct ballot styles to be determined based upon the data imported from the DOS Voter Registration System.

j. The EMS shall provide individualized sample ballot information for storage on a Web site and for reproduction and distribution.

The Ballot Image Manager module of the Unity Election Management System is used for the design and layout of ballots. From this application, exact Election Day ballot images can be produced as PDF files using Adobe Acrobat software. These PDF files can then be posted to the local jurisdiction's website.

Election Result Accumulation and Reporting – Local Level

Note: The following apply to all candidates, offices and proposals.

a. The EMS shall provide for the accumulation and reporting of votes cast in all elections including multiple precincts, jurisdictions, counties and districts.

The Unity Election Reporting Manager allows for the accumulation and reporting of votes cast in multiple precincts, jurisdictions, counties, and districts.

b. The EMS shall provide printout results containing candidates and/or questions in an alphanumeric format next to the vote totals.

All ES&S precinct-based voting systems provide an accumulated alphanumeric zero report at the opening of polls and an accumulated alphanumeric results report at the closing of polls on Election Day. The Model 650 optical scan ABS system also prints a zero report before processing begins and a results-report after processing ends.

c. The EMS shall provide the capability of generating a cumulative report of AV precinct totals and public precinct totals as one total.

The Unity Election Reporting Manager allows the user to define reporting groups in the final results database. Results from the different types of ballots can be put into separate groups and then combined during reporting. Combining totals from separate groups is as simple as choosing "Election Totals" as the reporting group. This default setting automatically combines the totals from any, or all, of the user defined groups.

d. The EMS shall provide for the reporting of votes cast in split precincts.

The Unity Election System is fully capable of maintaining results for contests that span several district boundaries. This contest information can be derived by district, precinct, or precinct split. The Unity system also supports definable district reports that can be saved and re-used without the need to set them again. The Unity system also supports many state specific reports for State reporting.

e. The EMS shall provide for unofficial and official reports and canvasses in standard or custom format, including absentee and election day vote totals.

Official or unofficial reports consisting of any combination of vote data, and presented in any available format, can be produced at any time during the tabulation of votes, or thereafter.

The Election Reporting Manager can export voting results in an ASCII format that can be imported into any database or spreadsheet application. The third party application can then be used to manipulate the data into any desired format.

f. 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:
1) Name of election;
2) Political subdivisions;
3) Parties involved;
4) Date of election;
5) Type of report;
6) Total number of registered voters in each political subdivision;
7) Total number of registered voters in each voting precinct, including a sub-listing when the precinct is split; and
8) Votes by multi-member district (i.e. vote for two), legislative district or congressional district.

The Election Reporting Manager can produce reports that meet all of the above requirements. These requirements are met by special options in elections' coding.

g. The EMS shall provide for election night reporting, a listing of precincts reporting and a listing of precincts not reporting.

During Election Night, the Election Reporting Manager provides for user initiated printed reports or an independent scrolling display of precincts counted/not counted. The report and the scrolling display options allow the user to specify which data set is used and precincts counted or precincts not counted.

h. The EMS shall provide for the removal of an already submitted precinct and a re-submission of that same precinct in the event of errors in transmission.

The Election Reporting Manager allows the system operator to zero one or any combination of precincts, and then re-count those precincts.

i. The EMS shall provide for the storage of election results in the following formats at a minimum; Access, Excel, Adobe, ASCII and HTML.

The Election Reporting Manager can export voting results in an ASCII format that can be imported into any database or spreadsheet application.

j. The EMS shall provide for election results to be produced in such a manner as to allow for easy copying.

All report formats from the Election Data Manager are set up on standard 8.5x11 inch paper and can be easily reproduced using a standard photocopy machine.

k. The EMS shall allow for authorized access to election results after the close of the polls and prior to the completion of the official canvass.

Election results and reporting features may be accessed through the Unity Election Reporting Manager after the closing of the polls and prior to the publication of the canvass of the vote.

l. The EMS shall be designed to allow for the transfer of election results to an alternate database or device. Access to the alternate file shall in no way affect the control, processing, and integrity of the original file or allow the original file to be affected in any way.

The Election Reporting Manager can export voting results in an ASCII format that can be imported into any database or spreadsheet application.

m. The EMS shall provide for all paper reports to print on standard 8.5” by 11” paper unless otherwise specified.

All report formats from the Election Data Manager are set up on standard 8.5x11 inch paper.

Election Result Accumulation and Reporting – State Level

The State has provided the file format that is referenced throughout this section as APPENDIX E. This represents the State’s current requirements. However, minor changes to these requirements are anticipated in the near future. The State’s requirements will be finalized within sixty days of contract award. The Contractor(s) shall provide technical advice to the State during this time frame to assist in ensuring compatibility of the State’s file format with the EMS software. The State is looking for a cooperative relationship with the Contractor(s). Within ninety days following the finalization of the State’s file format the Contractor(s) shall deliver the EMS software to the State for compatibility testing. The State will review the software within fourteen days of delivery and report any conflicts to the Contractor(s) at which time the Contractor(s) will be given the opportunity to make

any necessary adjustments to the software, which will then be re-submitted to the State for final testing within seven days. An extension to this time frame may be requested by written request directed to the project manager. This process will continue until all issues are resolved to the satisfaction of the State. At that time the Contractor will receive written notification of State approval.

The following apply to all candidates, offices and proposals that are reported by the counties to the State.

a. The EMS shall provide for the import of the State provided file of candidate information and statewide ballot proposal information in its entirety. The import must be easy enough that a non-technical customer can perform the operation with minimal effort. (See APPENDIX E).

   The Unity Election Management System allows import of candidate and ballot information in its entirety. The system is user friendly and is easy enough for a non-technical individual to perform the operation with minimal effort.

b. The EMS 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.

   The Unity system's automated ballot layout module permits the addition of a race or candidate without affecting the original layouts, edits, and testing. All ballot types affected by the change are automatically updated and only the addition(s) need to be proofed.

c. The EMS shall provide for the manual update of the State provided file information after it has been imported. The manual update shall be easy enough that a non-technical customer can perform the operation with minimal effort.

   The proposed Unity ballot layout and election definition modules can accommodate manual data entry of contest and candidate information.

d. The Contractor(s) shall provide the DOS with training and written documentation on the procedures for importing and exporting the State provided file format into the local EMS within 45 calendar days of the issuance of State approval.

e. The EMS 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. (See APPENDIX E). The export must be easy enough that a non-technical customer can perform the operation with minimal effort.

f. The EMS shall provide for the export of the county-wide totals of the candidates and proposals as required by the State provided file format (See APPENDIX E). The export must be easy enough that a non-technical customer can perform the operation with minimal effort.

g. The EMS shall provide for the export of precinct by precinct totals and county-wide totals on election night or as the county is able. The EMS shall not limit the number of time a file can be exported.

h. The EMS shall provide for the official report of countywide vote totals for State offices and proposals in the form prescribed by the State. The report shall provide for the vote totals to be reported in numeric and in written form. For example, the vote total of 500 would also be written out as “Five Hundred”.

Because this is first request ES&S has had for this type of report, ES&S will need to work with the State to design and implement this request. ES&S agrees to implement this change, but cannot guarantee a date for implementation until a design is signed off by the State.

i. The EMS shall provide for a report which can be used to verify that the totals, whether precinct by precinct or county-wide, are assigned to the correct candidate or proposals as it related to the State provided file. The EMS shall provide for the verification report to be printed or exported in a CSV or other format prescribed by the State.

Logic & Accuracy testing is performed to prove that the election specific software and hardware being used to tally ballots for a particular election is correct and accurate. The test exercises two critical components. The first being the election specific program logic. This is the component that defines by precinct and oval response positions all valid races, candidates, and issues appearing on the ballots. In addition, program logic determines other election parameters such as; the objective is to test the ability of the hardware to accurately see all ballot encoding and to detect the absence or presence of a voter’s mark on the ballot. This test is accomplished by processing a group of pre-marked and audited ballots through each scanner before and after ballot tabulation. The test totals are compared to the audited test results to ensure that the program is logical and the hardware is accurate.

The test deck is assembled by marking ballot sets of each type and style from all precincts participating in the election. These samples are pulled from the actual ballot production runs, checked for correctness, and voted in a pattern that will exercise all parameters to be tested. The Model 100 is generally programmed for all precincts running in the election and should be tested with a full range of ballots. These tests should be performed as soon as the ballots and programs are ready to detect any problems as early as possible.

j. The EMS shall provide for a report of precincts reporting and not reporting on election night. The EMS shall provide for the report to be printed or exported in a CSV or other format prescribed by the State.

During Election Night, the Election Reporting Manager provides for user initiated printed reports or an independent scrolling display of precincts counted/not counted. The report and the scrolling display options allow the user to specify which data set is used and precincts counted or precincts not counted.

Audit and Security

The environment in which all databases are maintained shall include all necessary provisions for security and access control according to current industry standards.

Optical Scan Precinct Count

ES&S employs a variety of physical and related hardware and software security measures to protect the integrity of the vote and audit data, which is critical to the integrity of any voting system. Election officials can secure the Model 100 system's Memory Card in a locked compartment. However, the locking device can only be used in combination with a ballot box. All error and major events are recorded with the date and time from the system's real-time clock. Audit trails are also written to the Memory Card on the Model 100 system. The Zero Report produced before the precincts open on Election Day also guarantees that the vote totals have not been modified.

ABS

The Model 650 cabinet incorporates a key lock as a physical security provision to prevent manipulation of ballot counting, recording and election reporting. The locked cabinet precludes unauthorized access to the internal components of the machine including the firmware and election definition.

Operating System / Application Programs / Data Security

Access to the Election Central Network PC is secured through the user name and passwords. Network and operating system (Windows NT 4.0 or Novell 6.5) access requires the logon user name and password. An assigned network administrator is responsible for establishing and maintaining system access rights and passwords. Only required access rights are allowed for each user and a restricted user group may be established for election related file and data access. An integrated virus detection package continuously protects against unwanted computer viruses. If Internet access is required, a "firewall" security package may also be implemented on the system.

II-C TASKS

The following is a preliminary analysis of the major tasks involved for developing the end product of this project. The Contractor is not, however, constrained from supplementing this listing with additional steps, sub tasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

The Contractor shall supply the State of Michigan with precinct count optical scan and EMS systems needed to respond to the State's commitment to meet the voting system standards of HAVA. The Contractor shall also provide training and overall knowledge transfer to State, county and local election officials. The Contractor shall provide State, county and local election officials with training materials for use in voter education programs.

The scope of work includes:
1. Equipment installation and acceptance testing
2. Training and training materials
3. Administrative and technical support

Timeline Dates:

- Hardware, software and components that will be used in the November 2004 general election shall be installed and acceptance testing performed no later than **June 15, 2004.**
- Hardware, software and components that will not be used in the November 2004 general election shall be installed and tested no later than 3 months prior to the first election in which it will be used which shall precede the date of the first November election in which it is used.
- Hardware, software and components that will be used in the November 2006 general election shall be installed and tested no later than January 1, 2006.
- Hardware, software and components that will not be used in the November 2006 general election shall be purchased no later than the expiration date of this contract.
- All equipment sold to Phase I jurisdictions (see Appendix C) shall be installed and tested no later than January 1, 2006
- By December 31, 2005, all hardware, software, and components shall by certified to meet 2002 standards as established by the Federal Election Commission.

The above deadlines may be extended upon written agreement with the DOS.

In response to the Scope of Work requirements, ES&S has configured a solution inclusive of required hardware, software and services**.** Please refer to the **Technical Work Plans, Technical Overview and Proposed System Diagrams** provided in **Section III** for the technical plan for accomplishing the system implementations.

II- D DELIVERABLES

The following deliverables are included in the scope of work:

1. Installation and acceptance testing of precinct count optical scan and EMS systems

To confirm successful installation and acceptance testing of all precinct count optical scan and EMS systems, the Contractor will:

a. Comply with all delivery and set-up dates detailed above.

b. Submit a completed receipt of delivery form signed by a duly authorized local representative attesting to the successful installation and acceptance testing of the equipment delivered to each local jurisdiction. Acceptance testing will consist of accuracy tests as prescribed under the Electronic Voting System – Promulgated Rules, for both primary and general elections. To complete the tests, the Contractor shall provide the necessary programming and test ballots. (Sample ballots will be provided by the DOS). Please refer to Section II-G Item 4 for additional information.

c. Forward a copy of the completed receipt of delivery form to the DOS within seventy-two hours of delivery.

ES&S encourages the State to utilize mutually agreed upon acceptance criteria for the purposes of acceptance testing and payment for, deliverables agreed to in the contract. ES&S' Standard Agreement contains objective acceptance testing criteria to be used by the parties in connection with the State's acceptance of the hardware and software to be provided under the contract. ES&S respectfully requests that the State review and consider the previously developed acceptance criteria for the purposes of objectively determining whether or not the system components meet minimum acceptance criteria.

2. Training and User Information

a. Within 30 days of contract award, the Contractor shall provide to the DOS copies of user manuals and step-by-step procedures for the precinct count optical scan voting system and the EMS software.

ES&S has developed a comprehensive set of materials for election systems clients. Documentation consists of hardware manuals, software/firmware user guides, data flow, and tutorials that ES&S prepares and publishes in accordance with industry standard practices for electronic and mechanical equipment.

The materials are sufficient to identify and illustrate the system features and provide instruction for proper operation and maintenance of the system components. Documentation is provided in hard copy format as part of system training. **Table 1** illustrates the documentation ES&S provides for the Model 100 Precinct Ballot Counter, Model 650 Central Ballot Counter and Unity Election System.

Table 1. ES&S Supplied Training Materials

Model 100 Documentation	
Operator's Manual	Maintenance Manual
Quick Start Guide	

Model 650 Documentation	
Operator's Manual	Maintenance Manual

Unity Election System Documentation	
Election Data Manager	Ballot Image Manager
Election Reporting Manager	Hardware Programming Manager
Data Acquisition Manager	Ballot on Demand

Additional manuals are available on ballot printing and/or production and election procedures.

The software license proposed by ES&S will allow the State and its local jurisdictions to use and copy the documentation solely for the purposes of defining and conducting elections and tabulating and reporting election results in its jurisdiction. As a standard policy, ES&S requests that our customers maintain all copyright, trademark, patent, or other intellectual or proprietary rights notices that are set forth on the documentation.

b. Within 30 days of contract award, the Contractor shall provide a training program outline and an implementation schedule for the training of State, county and local election officials.

When implementing a new election system, training must be a primary consideration. There are many different approaches to this challenge. ES&S measures the success of new installations by the ability of clients to more efficiently manage their election process using ES&S systems.

ES&S' Comprehensive Training Program has been developed to promote a strong level of competency for all intended users. ES&S have developed a series of training modules that are designed to provide the skills to perform the necessary operations by each targeted segment of the election team.

While ES&S has developed a standard curriculum approach, a key element in a successful implementation is the appropriate customization and integration of training to the procedural guidance for the State, Counties, jurisdictions and pollworkers. Specific training programs provided under this contract are listed in Appendix H – Training Matrix. All costs associated with training provided in Appendix H shall be included in the cost of the tabulator in Appendix G.

c. Within 30 days following delivery, the Contractor shall provide extensive training programs on all phases of the voting system(s). The training shall provide State, county, and local election personnel with the ability to operate the precinct count optical scan voting system and EMS without continuous support by the Contractor. The Contractor may provide training on a regional basis with the written approval of the DOS in consultation with each county clerk involved.

The training shall include, but shall not be limited to, the following topics:

1) Training on the use of the EMS to design and layout ballots.
2) Programming of tabulators.
3) Preparation of tabulators including set up and pre-election testing.
4) Election day operations from the opening to the closing of the polls.
5) Processing of voters, and absentee ballots.
6) Troubleshooting to solve temporary problems.
7) Hot points for system errors.
8) Safeguards to prevent and detect tampering.
9) Tabulation of results.
10) Electronic transmission of election results.
11) Printing, designing and reformatting election reports.
12) Methods of ensuring the accuracy of precinct results.
13) Full understanding of the audit procedures.
14) Conduct of a recount.
15) Records preservation.
16) How and when to place service calls.

The training plan for the State of Michigan has been developed based on each County's equipment needs and ES&S' experience in designing training programs for other voting system installations, large and small. ES&S training covers the following key areas:

- Equipment Operation
- Operation of our Unity Software
- Election Day Troubleshooting
- Pollworker "Train the Trainer" Training

Each training session will cover all of the key elements that are essential to a successful election. The training will also be delivered by instructors knowledgeable on each subject, and experienced in training adult students. Given the potential size of this opportunity, ES&S expects to utilize a training partner fulfill our training obligations to the State of Michigan.

ES&S training professionals work closely with election officials to review existing procedures and develop reference materials specific to county and state election laws and requirements. This training material coupled with the ES&S approach to training provides a very effective means of introducing election staff to the new system, and instructs them on the required system operations.

In preparation for the November 2004 General Election and as part of the system implementation, ES&S provides training following the finalization of the service contract and the delivery and installation of the equipment.

ES&S recommends training sessions be conducted as closely as possible to the election to improve retention of instruction and to provide time for appropriate development and testing of procedural guidance.

Individuals attending the training sessions should have a general basic understanding of the election process, and their roles and responsibilities. Election staff responsible for the election central network should have a basic knowledge of computer operations and Microsoft Windows applications. All individuals should posses the ability to read and understand training manuals and follow the required procedures and checklists provided in the manuals. Please refer to **Section III-H** for an overview of ES&S training programs.

d. The Contractor will assist county and local election officials (if requested) in conducting comprehensive training for election inspectors for their various precincts prior to the primary and general elections in the first year of use.

   ES&S will provide assistance with poll worker training prior to the Primary and General Elections in the first year of use.

e. On or before **May 15, 2004** the Contractor will provide a training video (DVD or VHS, at the option of each county) to the DOS and to the clerk of each county in which the equipment has been sold under Phase I. A copy of the above referenced video shall be delivered to the clerk of each county in conjunction with the delivery of equipment sold under Phase II. The video will provide basic instruction on the preparation, set up and use of the voting equipment. The State anticipates that the video shall be 15-20 minutes in duration and will be suitable for use as part of a training program for election officials.

   ES&S has produced a training video designed as a supplemental training tool. This training video, coupled with a hands-on training session provide a very effective means of introducing election officials to the new system, and instructing them on the required system operations.

3. Warranty and Maintenance

The Contractor shall provide:

a. A warranty on all parts, labor, and equipment shall, at a minimum, be in effect for the first two even numbered year election cycles in which the equipment is used.

ES&S will provide hardware maintenance and software maintenance and support during the warranty period and thereafter at the State's request. During the warranty period, ES&S will repair or replace any of ES&S's equipment or software that is defective in material or workmanship, or otherwise fails to perform substantially in accordance with our documentation. For an additional fee, ES&S will provide preventive maintenance for our hardware during the warranty period.

All upgrades, new releases and maintenance patches for ES&S's software will be provided without additional charge during the warranty period. (except for upgrades or new releases that are required due to changes in law that are not technically feasible, commercially reasonable, or require a hardware change. ES&S and the State will need to jointly review and agree upon the scope of, and cost for, any modifications required by such subsequent changes in federal and/or state law).

At the State's option, ES&S will provide hardware maintenance and software maintenance and support after the expiration of the warranty. The terms and conditions under which such services are provided are set forth in ES&S's Standard Purchase Agreement. The optional maintenance includes both remedial and preventive maintenance services, including all labor and parts (except consumables such as printer ribbons, paper rolls, batteries, removable memory packs, cancellation stamps, ink pads or red stripe pens).

b. The $900,000 is the amount the State is willing to pre-pay for two years of post warranty EMS optional maintenance; therefore, extending the current warranty by two years. This total amount is based on a statewide total. The actual amount paid to the vendor will be a per precinct cost based on the number of precincts that choose ES&S as their vendor of choice. For example, $900,000 for 5200 precincts calculates to $173.00 per precinct. ES&S would be paid for the extra two years of warranty according to how many precincts choose ES&S as their vendor. The contractor will be paid annually on a county by county basis based on the number of precincts that select the contractor as their vendor. See the table below for further explanation.

EMS Warranty Coverage (If jurisdiction acquired EMS in 2004)

Warranty Coverage					Optional Post Warranty	
Standard Warranty Coverage (through first 2 even numbered year elections)			State Pre-Paid 2 Additional Years of Warranty		EMS Maintenance Fees Apply	
2004	2005	2006	2007	2008	2009	2010

EMS Warranty Coverage (If jurisdiction acquired EMS in 2005)

Warranty Coverage						Optional Post Warranty	
Standard Warranty Coverage (through first 2 even numbered year elections)				State Pre-Paid 2 Additional Years of Warranty		EMS Maintenance Fees Apply	
2005	2006	2007	2008	2009	2010	2011	2012

EMS Warranty Coverage (If jurisdiction acquired EMS in 2006)

Warranty Coverage					Optional Post Warranty	
Standard Warranty Coverage (through first 2 even numbered year elections)			State Pre-Paid 2 Additional Years of Warranty		EMS Maintenance Fees Apply	
2006	2007	2008	2009	2010	2011	2012

c. All hardware and software patches to repair defects in the system, at no charge to the using entity throughout the term of this contract.

During the warranty period and while the State continues to receive software maintenance and support, ES&S will provide new releases, upgrades or maintenance patches to ES&S's software, along with appropriate documentation, as frequently as needed to keep the software in compliance with its specifications.

General upgrades and enhancements to the Unity Election System will be going through certification at this time and will be offered as upgrades to the existing system when certified by the FEC and State of Michigan. These upgrades are covered under the software license agreements for the system and will be at no cost to the user.

ES&S will distribute Unity 2.5 at no additional cost to our Michigan clients when FEC and State of Michigan certification is completed.

d. One complete set of user and technical documentation for all hardware and components required to operate each system for the

DOS and each local election official, in both a printed format and an electronic format.

ES&S has developed a comprehensive set of training materials for all proposed systems. Materials are available for election department staff, poll workers and voters. This documentation consists of training manuals, hardware manuals, software user guides and tutorials that are prepared and published by ES&S in accordance with standard industry practices for electronic and mechanical equipment. The materials are sufficient to identify and illustrate the system features and provide instruction for proper operation and maintenance of the system components. ES&S will provide sufficient copies of all user manuals as part of the proposed system implementation.

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

ES&S will assign a project manager who will be the single contact and coordinate all phases of the project. All ES&S Professional Services Staff are experienced Project Managers for full service installations.

All service technicians shall:

a. Be well trained and experienced in the maintenance and repair of optical scan tabulators, and capable of replacing malfunctioning equipment in the polling place.

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

c. Unless an earlier response time is provided for under the terms of the warranty or post warranty maintenance agreement, response to calls placed on election day is required within two hours of receipt of the call.

d. Be prepared, on election day, to replace voting equipment that cannot be repaired within one hour following arrival at the polling location at which the equipment is used.

e. Maintain, on election day, a reasonable supply of spare parts and components necessary to repair malfunctioning equipment and return it to service.

f. Have cellular telephones or other means of real time communication, on election day, so that they may be dispatched to polling locations that are experiencing system problems.

ES&S understands and will comply with these requirements. Refer to **Section III-G Project Management** for detailed information.

4. Election Administrative Support

The Contractor shall provide:

a. An overall Project Manager who will serve as the principal point of contact for the Contractor with the DOS.

ES&S will assign a project manager who will be the single contact and will coordinate all phases of the project. All ES&S Professional Services Staff are experienced Project Managers for full service installations.

b. A staff (minimum of one) and office in Michigan as long as the Contractor is fulfilling contract requirements unless otherwise approved in writing by DOS.

ES&S has several local staff members who maintain home offices within the State of Michigan.

c. A plan designed to provide State, county and local users with the training and technical support necessary to support the first 2 elections in 2005, in addition to first two even numbered year election cycles in which the equipment is used. Support shall include training and assistance on the following:
   1) Pre-election programming and ballot set-up;
   2) Pre-election logic and accuracy testing;
   3) Election day support during entire time the polls are open; and
   4) Post election reporting.
   5) Vendors are not responsible for the preparation of test decks.

d. The State will set aside $75,000 for vendor support of the first 2 elections held by cities moving to optical scan or changing optical scan systems in 2005. The $75,000 is the maximum cap on the amount to be paid by the State. Support will be based on Appendix K prices that were submitted by ES&S and the State's definition of the level of support required. The amount paid to vendors will be based on the vendor's daily rates applied to each jurisdiction with an election in 2005 for the first 2 elections. This amount paid by the State to the vendor for the first 2 elections will not exceed $75,000. The State will not provide payment for support on a date other than Election Day.

In providing payment for support for the 2005 elections, the State has taken into consideration the following:

- The State believes 2005 election support needs will be minimal.
- The State believes most EMS support will include vote accumulation only.

- It's the State's position that any support in 2005 will lessen support requirements in both 2006 and 2008 for which vendors are already contractually obligated to provide. This fact is reflected in support costs the State is willing to pay.
- Jurisdictions will be free to purchase additional 2005 support if they wish to do so.
- The State will require verification from vendors of all 2005 support provided.

The State will evaluate the impact of election consolidation. Based on the same Schedule K pricing, the State may pay for vendor support for other elections held in 2005 for jurisdictions moving to optical scan for the first time or changing optical scan systems. Vendors will be notified when applicable.

ES&S has technical work plans to demonstrate the phases and resources required to meet State, county and local implementation requirements. Please refer to **Section III-F Technical Work Plan** and **Section III-H Training Approach**.

5. Modification Requirements

a. During the contract period, if changes occur in Federal voting systems standards and they require modifications to hardware, software or components, such changes will be accepted through the change notice process and included in the Contract as described in Section I-CC Modification of Service. The Contractor shall perform the following:
   1) Make system modifications to comply with new requirements.
   2) Obtain re-certification from DOS in time to comply with Federal time lines.
   3) Apply modifications to all previously installed systems at no cost to the DOS or users (except for modifications that are not technically feasible, commercially reasonable, or require a hardware change. ES&S and the State will need to jointly review and agree upon the scope of, and cost for, any modifications required by such subsequent changes in federal and/or state law).
   4) Apply modifications to all systems sold during the term of this contract.

ES&S will represent to the State that ES&S' closed software architecture and ES&S manufactured hardware will comply with applicable requirements of federal law at the time of delivery.

b. During the contract period, if changes occur in Michigan's voting systems standards and they require modifications to hardware, software or components, such changes will be accepted through the change notice process and included in the Contract as described in Section I-CC Modification of Service. The Contractor shall perform the following:
   1) Make system modifications to comply with new requirements.
   2) Provide a cost proposal for implementing required changes on a statewide basis.
   3) Obtain re-certification from DOS in time to comply with the requirements of State law.
   4) Make the changes available for local jurisdictions to purchase based on statewide pricing as negotiated with the DOS.

   ES&S will represent to the State that ES&S' closed software architecture and ES&S manufactured hardware will comply with applicable requirements of federal law at the time of delivery.

c. Notify the DOS of any system modifications made on behalf of jurisdictions outside the State of Michigan.

d. The State requests that in the event that any modifications become necessary after delivery due to changes in applicable federal and/or state laws that occur during the three year contract period, as long as such modifications are both technically feasible and commercially reasonable to perform, ES&S will provide such modifications to the State at no additional cost. In the event, however, those modifications are not technically feasible, commercially reasonable, or require a hardware change, ES&S and the State will need to jointly review and agree upon the scope of, and cost for, any modifications required by such subsequent changes in federal and/or state law. However, the State will not agree to pay for any modifications as a result of meeting FEC 2002 standards during the three year contract period, nor will the State pay for modifications during the three year contract period to the hardware to allow such hardware to function with any other ES&S equipment or equipment marketed by ES&S designed to meet the disability requirements of HAVA. As part of this determination process, ES&S would thoroughly review the impact of such changes and develop a scope of work and cost analysis for review and agreement by the State before proceeding with any applicable modifications.

6. Delivery Requirements

The Contractor shall deliver system equipment, hardware, software, and necessary components and perform required services to implement the required new voting system during the stated implementation phases outlined in this contract according to the time line dates listed in Section II-C, TASKS.

The deliverables shall be shipped directly to each jurisdiction, unless otherwise requested, and the exact locations shall be specified in the purchase order. The Contractor will assume the responsibility of providing the resources required to unload and remove voting systems from their packaging. The Contractor will also be required to dispose of the packaging.

The DOS shall approve the State provided equipment quantities to be delivered to each county. Counties and local jurisdictions requesting additional quantities above the DOS specified quantity shall be responsible for the ordering of and payment for said equipment, however such equipment shall be provided at a cost that does not exceed the terms of this agreement.
The contractor shall establish a means to track delivery, testing and acceptance of voting system deployment and shall communicate this information to the DOS Contract Administrator in compliance with provisions of Section II-E, PROJECT CONTROL AND REPORTS, Project Control, Item c.

ES&S understands and will comply with the above requirements. Please refer to **Section III-F Technical Work Plan** that addresses the delivery requirements.

II-E PROJECT CONTROL AND REPORTS

1. Project Control

a. The Contractor will carry out this project under the supervision of the DOS through the Contract Administrator.

To execute the major effort of a new system implementation, ES&S assigns a Project Manager (PM) to the State of Michigan. ES&S works carefully to guarantee the right experience fit for the size and configuration in place. This ES&S Project Manager works with the DOS Contract Administrator in a one-to-one relationship.

Acting as the State's primary day-to-day interface partner, the Project Manager assumes responsibility for the execution of all ES&S duties under this agreement. The Project Manager also confirms ES&S' understanding of the State's expectations, identifies any necessary changes to the Project Plan, and communicates with the State and internally with ES&S.

Al Benek, Vice President of Professional Services and Wil Wesley, Michigan State Area Director will oversee ES&S personnel assigned to this project as well as the implementation progress.

b. Although there will be continuous liaison with the Contractor team, the Contract Administrator will meet as required with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.

The assigned ES&S Project Manager communicates with the DOS Contract Administrator on a weekly or daily basis, as required based on the task at hand. Generally, a Project Manager is on site two to three days a week during the initial phase of the implementation. On-site time increases as ES&S gets closer to the election.

The ES&S Project Team stays in constant communication internally as well as with the Client. Weekly meetings/conference calls are typically scheduled so progress can be shared and challenges proactively avoided.

The Project Manager is also responsible for verifying that the State receives all of the goods and services agreed to in the contract. The PM will manage goods and services status by reporting to the State on the consumption of those resources on a regular basis (most often monthly). The PM will also manage the communication and agreement on any changes to the scope of services or products the State requests. At any time, the ES&S project manager can provide the State with the status of any open issues or problems.

Please refer to Section III-F Technical Work Plan for details on Open issues /Issue Resolution Process.

c. The Contractor will submit brief written **monthly** summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Acquisition Services.

The agreed to Scope of Work (SOW) determines major tasks and milestones. The project management team uses the Scope of Work to create a working project timeline.

The Project Manager is responsible for verifying that tasks are successfully completed in a timely manner. The Project Manager is also responsible for adhering to established escalation procedures to ensure problem resolution.

d. Within one month following the completion of the selection process each qualified Contractor will submit a work plan to the DOS Contract Administrator for final approval. The final plan shall mirror Section IV-C subsection 2 as proposed by the Contractor and accepted by the State, and shall include the following:
   1) The Contractor's project organizational structure.
   2) The Contractor's staffing table with names and title of personnel assigned to the project as detailed in Section IV-C subsection 4.

As part of our Project Management Approach, a comprehensive Statement of Work is negotiated with the client. The Project Manager is responsible for all corporate activities identified under the SOW.

Among other things, the SOW describes each work task, who is responsible for the work task, and the workdays associated with each task. The number of Project Management days allocated to this contract is detailed in Appendix I – Project Management Matrix. All costs associated with Appendix I shall be included in the tabulator cost listed in Appendix G.

The SOW presented to the State/Counties includes the Project Organization Structure and Staffing Table with names and titles of personnel assigned to the State of Michigan Project.

A preliminary Project Team Organization Chart is included in Section III-G Project Management Plan.

2. Reports

Reporting and Complaint Resolution;

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

If a hardware or software system error occurs in any jurisdiction outside of Michigan, that would have a material detrimental impact on the State's ability to conduct an election or to tabulate and report election results satisfactorily or on a timely basis, ES&S will make such information available by notifying the DOS Contract Administrator, along with providing an analysis and that fully identifies the error, its cause, and the remedy.

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

To ensure continuous and immediate access to the assigned Project Manager, the PM is available via cell phone and email.

The ES&S Project Team stays in constant communication internally as well as with the Client. Weekly meetings/conference calls are typically scheduled so progress can be shared and challenges proactively avoided.

For the period covered by the warranty, the Contractor shall develop a complaint resolution tracking process that will be submitted for the DOS Contract Administrator’s approval within 20 working days after the DOS has signed and returned the contract to the Contractor.

ES&S' Project Management Approach includes a Complaint Resolution Tracking Process. The ES&S Project Manager uses this Resolution Program to track outstanding issues and problems.

ES&S' Resolution Program is structured to properly set priorities, establishes categories, assign responsibility, and automatically escalate issues if necessary. Each of ES&S' Project Managers is assigned an internal Customer Service Representative who accesses this system for them. All open issues are reviewed each morning by our Operational Support team led by the Vice President of Customer Support.

The Vice President of Customer Support ensures that the issue is understood, properly categorized, and is assigned to the appropriate person for resolution. If issues are not being resolved in a timely fashion or are especially sensitive, ES&S takes immediate corrective action.

At any time, ES&S' project manager can provide the State with the status of any open issues or problems.

The Contractor shall provide a monthly Summary Complaint Report to the Contract Administrator. However, during July, August, October, and November of 2004 and 2006, these reports will be required on a weekly basis. If there are no complaints, the Contractor shall provide a statement to that effect. The summary report shall include:

a. The name of the person issuing the complaint;
b. The using entity represented by the person;
c. Complaint type;
d. Complaint resolution;
e. Pending and unresolved complaints; and
f. Other information specified by the DOS.

ES&S' Resolution Program is designed to provide reports as needed. Reports provided to the DOS Contract Administrator include all items listed above.

3. Business Reports

To ensure that the State is getting the lowest possible price, approved Contractors shall forward, on a quarterly basis, to the Contract Administrator, a list of customers and sale prices of equipment (that match or are equivalent to equipment sold to the State) sold outside the State during the term of this contract. ES&S must report all prices of sales of 50 tabulator units or more to non-federal government customers on a quarterly basis during the three-year contract period.

II-F PRICE PROPOSAL

Prices/rates quoted in APPENDIX F Cost Proposal Form for all items are the maximum for the duration of the Contract and shall be no higher than the prices charged to any non-Federal government purchaser during the last eighteen months. The prices quoted shall be firm for the duration of the contract.

The Contractor shall guarantee that, for the term of the contract, the prices quoted in Appendix F Cost Proposal Form for all items shall be no higher than the prices that are charged to any customer other than the Federal Government. If at any time after the commencement of this contract, the Contractor charges any lower price(s) to any other non-Federal customer for the same or equivalent item(s), it shall adjust its Michigan price(s) for the same item(s) purchased thereafter to no more than the price(s) charged to any other non-Federal customer.

All prices/rates will be the maximum for the duration of the contract. The State will receive the benefit of any decrease in price that may occur.

The unit price (APPENDIX F, Cost Proposal Form, column A) listed shall include all delivery costs, management and oversight, hardware, software, licenses, back-up system, election management equipment, training and required bolt-on software, with a full warranty. Bolt-on software refers to any software, third party or propriety; necessary to make either the EMS or tabulators function as required in the technical requirements of the ITB. Separate cost provisions for travel and/or per diem will not be accepted.

The unit price including General and Administrative costs (G and A) (APPENDIX F, Cost Proposal Form, column B), shall include profits, travel, per diem, and all costs associated with this contract on a per unit basis.

In addition to the information provided in APPENDIX F Cost Proposal Form, Contractor shall also provide a breakdown of unit costs as specified in APPENDIX G Unit Price Breakdown.

Costs, on a per unit basis will be provided for the cost of a performance bond, performance insurance, or other solutions presented by the Contractor.

The Contractor shall guarantee that, for the term of the contract, the prices quoted in Appendix F Cost Proposal Form for all Optional Items, Post Warranty Maintenance, tabulator programming, and ballot printing, represent the maximum amounts that will be charged.

Ballot printing and programming costs shall be based on the primary and general election ballots used during oral presentations. This information will be used by counties in the selection of a countywide system. This information will also be used by counties and local jurisdictions in making later decisions regarding the utilization of authorized Contractors to provide these services. Ballot prices will be charged by total quantity ordered by the county or local jurisdiction and not be charged per ballot style. Ballot prices are not to exceed prices. Counties and local jurisdictions have the ability to negotiate lower prices.

The State is liable to refund to the Federal government $3192.22 for each precinct that has not replaced its punch card and lever voting systems. Contractor must make provision for reimbursing to the State this amount in addition to the contract price for failure to supply voting systems to punch card and lever machine precincts by January 1, 2006. This reimbursement provision shall be part of the performance guarantee cost provided in items a., b., and c. below.

The State chooses the performance guarantee proposal of a Performance Bond. Performance Bond (APPENDIX F, PERFORMANCE GUARANTEE, column C) includes all costs associated with obtaining a performance bond on a per unit basis, as specified in Section I-RR Performance Guarantee.

ES&S agrees that all costs are included on Appendices F, G, J, and, K and that no other costs will be charged as specified by the requirements of this contract.

The EMS license fee to the State, counties, and local jurisdictions shall be $0 and the license shall be perpetual.

EMS maintenance will apply to county level only not to those jurisdictions designated by the State to receive EMS. There will be no "double dip" on EMS post warranty maintenance costs. The counties are responsible for optional post warranty costs. The State cannot mandate the county to use EMS or pay for post warranty maintenance costs.

Extra tabulators are a base price of $4,492 which includes 3-year warranty and shipping. Only post warranty annual maintenance charges per tabulator will apply. There shall be no EMS maintenance charges applied on these tabulators.

II-G ORDERING AND CONTRACT PAYMENT

This contract is the "master contract" between the vendor and the State that secures pricing for the distribution of equipment to local jurisdictions.

The Contractor will be required to enter into a contractual "purchase agreement" with each local jurisdiction and county that selects that vendor for their choice. Typically, this document is the purchase agreement provided by the vendor. Each vendor's purchase agreement will be used for this purpose, and should be reviewed and accepted by the State before the execution of the master contract. The terms and conditions of this agreement shall not contradict the master contract. The terms of the master contract will supercede any conflicting terms in the purchase agreement.

Each vendor will enter into a software license agreement with the state, counties, and any local jurisdictions that receive EMS. Each vendor's standard license agreement will be used for this purpose, and shall be reviewed and accepted by the State before the execution of the master contract. The license agreement shall not contradict any terms contained in the master contract. The terms of the master contract supercede any conflicting terms in the license agreement.

The Department of State will enter into a "grant agreement" with every local jurisdiction that will authorize distribution of total mandatory equipment. This grant agreement will contain terms that designate ownership responsibilities by the local jurisdiction. The grant will also prescribe receipt and testing procedures for mandatory equipment which must be followed by the local jurisdiction. This grant agreement shall not contradict any terms in the master contract. The terms of the master contract supercede any conflicting terms in the grant agreement.

The Department of State will develop a master plan for each county (county plan) which will establish annual purchasing schedules for all jurisdictions within the county. The Department of State will initiate annual purchase orders for the jurisdictions in each county based on the schedule established in the county plan. The Department of State will issue the purchase order directly to the vendor on behalf of each county and the jurisdictions in each county. Purchase orders will include the shipping address, billing address, and items specified for each jurisdiction in the county. No partial shipments are to be made unless approved in writing by the Department of State.

The contractor will notify the county and local jurisdictions within the county to make delivery arrangements. Each jurisdiction will certify delivery of all tabulators ordered and, in some cases, EMS software and forward the certification to the county clerk within 5 days of delivery. The Contractor is responsible for invoicing the Department of State directly for each county after delivery is complete for all jurisdictions within the county based on the county plan. The invoice will contain a listing of total equipment and charges for each jurisdiction within the county that has taken delivery. The Contractor will reference the original Purchase Order Number on all invoices for payment. All invoices will be sent directly to the Department of State and shall reflect actual work completed.

Every tabulator and each vendor's EMS software must successfully complete acceptance testing before payment is made to the vendor. Acceptance testing should be completed by the counties and local jurisdictions within 10 days after delivery and will consist of tests prescribed by the Bureau of Elections. (To complete the tests, the Contractor shall provide the necessary programming and test ballots. Sample ballots will be provided by the Bureau of Elections.) Acceptance testing can be performed in a central location but the vendor must make final delivery to the local jurisdiction. Each jurisdiction shall forward successful acceptance certification to the county clerk within 2 days of completion of successful acceptance testing.

The county clerk will forward completed acceptance documents for each jurisdiction within the county to the Department of State within 14 days of the last delivery in the county. The Department of State will release payment directly to the vendor in the following manner:

- 50% of the total purchase order amount will be released upon verification of delivery from the county of all equipment ordered
- 30% will be released following verification of successful acceptance testing from the county of the precinct count optical scan tabulators.
- The remaining 20% will be released upon verification from the Department of State of demonstration of successful acceptance testing of the EMS software
    - Payment for the EMS shall be released after the first completed acceptance test of each vendor's EMS at the county level. This shall be verified by the Department of State.
    - Each vendor's EMS will only be tested one time. Once initial EMS approval is granted, 50% of future payments will be released upon successful acceptance testing of the tabulators (rather than the original 30%).
- The State may elect to combine the receipt and acceptance payments into one payment if receipt and acceptance testing documentation is received at one time from the counties and local jurisdictions.

The county clerks must send the receipt and acceptance documents to the state within 14 days of successful acceptance testing. The State will pay the contractor within 45 days of the invoice date upon meeting all prescribed requirements.

SECTION III
VENDOR RESPONSE

III-A MANDATORY REQUIREMENTS

(These statements and page numbers reference the contractor's original proposal.)

1. The Contractor shall state their unconditional acceptance of the indemnification and insurance requirements as listed.

ES&S have identified our unconditional acceptance of the indemnification and insurance requirements.

2. The Contractor shall have a minimum of three years experience in the sale, delivery and support of electronic voting systems for use in public elections.

ES&S has a minimum of 3 years experience in the sale, delivery and support of electronic voting systems, and have been part of the election industry for over three decades. ES&S has provided election services and solution in Michigan during each of those decades.

3. The Contractor shall certify in their proposal that their Project Manager shall not change during the first 180 days of the contract.

ES&S has a Michigan State Area Director who has previous experience with large installations and can well meet the 180 days requirement of the contract.

4. The Contractor shall maintain a staff and office in Michigan during the equipment warranty period sold under this contract.

In Michigan, ES&S has a Regional Vice President, two Regional Sales Managers, and a Field Technician. They are all permanent residents and maintain their offices in Michigan.

5. The Contractor shall clearly demonstrate and document within their technical proposal and the Executive Summary of their technical proposal that the Voting System they wish to propose to the State for the purpose of this ITB satisfies the requirements of this ITB. Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

Our proposed solution clearly meets the requirements of the State's ITB. ES&S addressed the ITB requirements in detail throughout our proposal and documented within our Executive Summary the sections within our proposal which provide evidence to demonstrate compliance with ITB requirements.

6. All voting systems not currently approved for use in Michigan elections may be considered if the voting system(s) is approved and can meet the delivery timelines described under Section II-C TASKS. All voting systems shall be approved in accordance with the provisions of Michigan Compiled Law, as outlined in Appendix B, prior to the Contractor receiving status as an approved voting system Contractor under the terms of this proposal.

The hardware and software ES&S've proposed in response to the State's ITB are Michigan certified, ITA tested, and meet the requirements of this ITB. ES&S is prepared to meet the delivery timelines described in the ITB.

7. All EMS shall be ITA approved. All EMS not currently approved by an ITA may be considered if the EMS is approved and can meet the delivery timelines described under Section II-C TASKS. In addition, all EMS shall be approved by the DOS in accordance with the provisions of Michigan Compiled Law as outlined in Appendix B, prior to the Contractor receiving status as an approved voting system Contractor under the terms of this proposal.

The hardware and software ES&S've proposed in response to the State's ITB are Michigan certified, ITA tested, and meet the requirements of this ITB. ES&S is prepared to meet the delivery timelines described in the ITB.

III-B BUSINESS ORGANIZATION

Corporate Office

Election Systems & Software, Inc.
(ES&S)
11208 John Galt Blvd.
Omaha, Nebraska 68137
Tel: 800.247.8683
Fax: 402.970-1291

Michigan Office

Election Systems & Software
Attn: Richard Fox
3840 Arbutus Trail
Kalamazoo, Michigan 49024
Tel: 269.324.3424
Fax: 269.324.2540

ES&S employs numerous employees who reside within the State of Michigan. These individuals may perform or assist in performing any tasks applicable to ensuring a successful implementation. Offices can be maintained from a residential office.

Legal Status

Election Systems and Software, Inc. (ES&S) is a Delaware corporation headquartered in Omaha, Nebraska. Originally incorporated in 1981 as American Information Systems, Inc., the Company changed its name to Election Systems & Software, Inc. in connection with its November 1997 acquisition of the Elections Division of Business Records Holdings Corporation, Inc. The Company’s Federal Tax Identification Number is 47-0617567.

Licensed to do Business in the State of Michigan

ES&S is licensed to do business in the State of Michigan. The ES&S identification number is 662598.

Subcontractor(s)

ES&S will be the sole contact with regard to system performance and support. ES&S employees will be 100% responsible for the implementation and support of the proposed system. ES&S does not anticipate the use of subcontractors as part of this project. It is possible that ES&S may subcontract certain of its obligations under the contract, and ES&S reserves the right to use subcontractors in the delivery of goods and services, if necessary. In the event that ES&S subsequently decides to do so, it acknowledges and agrees that any such subcontract shall be conditioned upon receiving prior written permission from the State. In addition, ES&S will, of course, provide the State with all relevant information regarding such subcontractor, including firm name and address, contact person, and a description of work to be subcontracted. Such use, however, will not relieve ES&S from any of its obligations under the agreement. In general, ES&S will subcontract work only when it believes such subcontractors are capable of performing at the same level as ES&S.

Bidder's Authorized Expeditor

The following ES&S Executives are authorized to represent ES&S during any negotiations and are authorized to expedite any proposed contract with the State.

Eric Anderson	Richard Jablonski
General Counsel	Vice President of Finance
402.970.1156 (Voice)	402.537.1103 (Voice)

III-C SECURITY

The resulting Contract may require frequent visits to State of Michigan facilities. Contractors shall discuss in their proposals all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, Contractors shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to the State. Upon request by the State, Contractors shall provide the results of all security background checks.

If a Contractor is awarded the contract, the State will decide whether to issue State ID badges to the Contractor's personnel or accept the ID badge issued to personnel by the Contractor.

The State may decide to also perform a security background check. If so, Contractors will be required to provide to the State a list of all people that will service the State of Michigan, including name and date of birth (social security number or driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

Prior to extending an offer of full, temporary, or contract employment to a potential candidate, ES&S conducts criminal background and motor vehicle activity checks through Protec Systems, 12165 West Center Rd. Omaha, NE, 402 691-0919.

ES&S's Human Resources department follows a policy of conducting, analyzing and communicating with the hiring manager only "yes" or "no" answers based upon the results of a security check. Actual results are considered private information and are not shared. In addition ES&S does not share a candidate's or employee's social security number or other information considered personal or sensitive.

Any individual who is assigned to the project is required to follow all security measures of the State, County, or local jurisdiction. Currently ES&S does not require the use of uniforms or ID badges. In cases where ID badges are required, the jurisdiction requiring these measures provides our employees and contractors with the appropriate identification. ES&S employees and contractors agree and are obligated to abide by all security requirements of the jurisdiction.

III-D ADDITIONAL INFORMATION AND COMMENTS

Include any other information that is believed to be pertinent but not specifically asked for elsewhere. Identify any Contractor's expectations with regard to performance of this contract.

The State strongly supports and encourages programs that provide opportunities to business owned and operated by women, minorities and persons with disabilities. Bidders should include in their proposal information regarding such programs offered by their company.

ES&S maintains a cadre of over 500 flexible staff to assist in peak Election Day customer on-site support. ES&S further enhances our support levels through "Strategic Alliance" teaming agreements with recognized systems integration partners, and by involving local service providers, including Minority Business Owners.

III-E TECHNICAL SUMMARY

ES&S is recommending a fully integrated precinct count optical scan voting system and election management system to The State of Michigan.

Phase I - Phase II proposed solution includes the implementation of:

- The **Model 100** Precinct Ballot Counter for Election Day voting.
- An Election Central Network operating ES&S **Unity® Election System** software.
- The **Model 650** Central Ballot Counter for Absentee Voting for counties with more than 60 voting precincts (this is an optional item, as per Appendix F, page 165).

Phase III proposed solution includes the implementation of:

- The **iVotronic™ DRE** Touch Screen System ADA compliant system for Election Day Voting.

Phase I and Phase II

- Central Site Coding and Accumulation System
- County Level Hardware Configurations

ES&S divided the 83 counties into three distinct tiers based upon the number of voting precincts. Using this criteria and our extensive history of installing precinct based tabulation systems with modem transmission capabilities, ES&S has established the following three tiers. The fourth tier is the proposed solution for the DOS system.

Tier	Criteria
1	**1-20 Precincts**
2	**21-60 Precincts**
3	**60 Plus Precincts**
4	**State Level System**

III-E TECHNICAL SUMMARY continued

Tier 1 Configuration
ES&S proposes:

- A single high-availability Dell Optiplex GX270 desktop PC used for election definition, ballot layout, results accumulation and reporting.
- A Laser printer for reports.
- An external modem to enable remote support from ES&S technical support centers.
- Other peripherals to support the various tabulator media.

As an option, ES&S offers the Data Acquisition Communications System consisting of the Dell PC, which is also used as a communication server. This system uses an analog modem and it receives the electronically transmitted precinct level results for the Model 100 PCMCIA cards from each county polling place.

Tier 2 Configuration
ES&S proposes:

- The LAN configuration for these counties consists of a Dell Peer-to-Peer Network using two high-availability Dell Optiplex GX270 desktop PCs used for election definition, ballot layout, results accumulation, and reporting and perform the operations listed in Table 2.
- A high-speed Laser printer for reports.
- An external modem to enable remote support from ES&S technical support centers.
- Other peripherals to support the various tabulator media.

As an option, ES&S offers the Data Acquisition Communications System consisting of the Dell PC, which is also used as a communication server. This system uses an analog modem and it receives the electronically transmitted precinct level results for the Model 100 PCMCIA cards from each county polling place.

Tier 3 Configuration
ES&S proposes:

- The LAN configuration for these counties consist of a Dell PowerEdge 1600 File Server running Windows NT (or Novell 6.5) with dual power supplies and four hard drives configured as RAID 5 drives. In the RAID 5 configuration, the four drives are mirrored copies and the failure of one drive does not interrupt system availability. The Dell PowerEdge 1600 also has a hot-swap backplane to enable the replacement of a failed hard drive without requiring the unit to be turned off. The desktop PCs are used for election definition, ballot layout, results accumulation and reporting and perform the operations listed in Table 2 and Table 3.
- Four high-availability Dell Optiplex GX270 desktop PCs.
- The ES&S Data Acquisition Communications System as an option, using four analog modems.
- A high-speed Laser printer for reports.
- An external modem to enable remote support from ES&S technical support centers.
- Other peripherals to support the various tabulator media.

III-E TECHNICAL SUMMARY continued

Table 2 – Unity Election Data Manager Functions

Election Database Creation	
This configuration provides an efficient computing environment for the Tier 1 counties to perform all pre-election preparation activities.	Creation of a master jurisdictional database of all precincts, districts, district relationships and contests for an entire six-year election cycle.
	Selection of election specific data from the jurisdictional master database for the initial election definition process for a specific election.
	Entry and validation of candidates into the election specific database.
	Entry of special contests, questions, and referendums that are not part of the jurisdictional master database.
	Automatic creation of ballot styles as required by the type of election to be conducted, using the jurisdictional district relationship.
	Proofing of all contest, candidate and ballot style information.
	Creation of artwork for the printing of paper ballots to support the absentee ballot process.
	Creation of the Model 100 PCMCIA card from the election database
	Creation of the election results database into which the precinct level results are updated on election night.

III-E TECHNICAL SUMMARY continued

Table 3 – Unity Election Reporting Manager Functions

Election Reporting	
Having concluded all pre-election programming and testing, this configuration then supports the following election night processes.	Tabulation of absentee ballots on the Model 100 Precinct Counter.
	Tabulation of all election day ballots on the Model 100 Precinct Counter .
	Supports the real-time electronic transmission of precinct level election results from all polling places using the Model 100 built-in modem at each polling place.
	Supports the Data Acquisition Manager at the Central Accumulation and Reporting System.
	Provides backup capability for precinct unable to transmit data from the PCMCIA.
	Accumulation of precinct level results into countywide totals.
	Printing of precinct, summary and canvass reports.
	Monitoring all election night processes – precincts reported / not reported.
	Scrolling displays of election results.
	Creation of data for the statewide results reporting system and electronic transfer of this data to the state via an ISP or dial-up connection.
	Processing of Coded, Challenged and Provisional ballots.

III-E TECHNICAL SUMMARY continued

Phase I - Phase III State Level Requirements

Election Definition

Candidate certification is hierarchical with the state providing certification of candidates in federal and statewide contests and counties handling certification of candidates from countywide and local contests. The system provides distributed election data entry by the certifying entities. The Statewide master database is initially constructed to contain all precincts, districts and precinct district relationships for all counties. The database also contains all contests that have scheduled elections.

When constructing the election-specific database for a given election, the State controls the activation of all applicable State and Federal Offices and the entry of all certified candidates. Each county controls the activation of all county and local offices and the entry of all certified candidates. The State also handles the entry of all statewide referenda as well as the entry/activation of any unscheduled contests and certified candidates. Similarly, each county handles local referenda as well as the entry/activation of any contest that is germane to said county.

Each entity is responsible for proofing the information they entered into the database. When all entities sign off on completion of their portion of the election definition, ballot style information is merged and ballot proof information is made available for printing and review at a workstation at each of the 83 county sites.

Results Accumulation and Reporting

Rather than having multiple phone lines and a Data Acquisition Manager Host at each county site supporting the transmission of precinct results to the Data Acquisition Manager Host, sufficient phone lines and the Data Acquisition Manager Host could be installed at the State system.

All precinct results would be directly sent to one bank of phone lines arranged in a single hunt group and using a single access number. The total number of phone lines is far less than distributing these lines among the counties due to the efficiencies achieved by availability of any line to any precinct in the state. (Note that a new call can be handled on a single phone line every 30 to 40 seconds.)

All county regional sending sites also connect to phone lines at the state site that are handled by the Data Acquisition Manager Host system.

Any precinct results read directly from memory devices at one of the county systems will directly “land” on the State file server. This is a result of the connection of the county workstation to file server via the WAN. It is also true for absentee results read from the Model 100 tabulators used for absentee ballot tabulation in the smaller counties.

III-E TECHNICAL SUMMARY continued

All precinct results received via phone line or directly stored via the WAN at the State system are updated into the statewide election database in real-time. If desired, this connection provides statewide results at any workstation that is attached to the state network either directly or via the WAN.

Using individual script files, scrolling screens can display accumulated results of selected contests at the state and county sites. These results can be displayed on large screen TVs or broadcast on cable TV using composite video cable connections to PC monitor connections, using commercially available hardware.

ES&S has traditionally restricted hard copy reports at each county level to include only those precincts that are associated with the county. This is done with a security file that identifies the county precinct, which is then used as a filter for precinct information. This function also provides the security to restrict a county to modifying and updating only the precinct results for which they are responsible. With this function, all updating and hard copy reporting is identical to the operation described in the primary Technical Overview Description.

Options

A number of variations on this system configuration are up for discussion if any of the options are of interest to the State. This includes the potential for the larger counties to keep the phone line support for precinct results from their polling places. The Data Acquisition Manager Host handling these lines can either directly store the precinct results on the State file server via the WAN or on a local file server. If on a local file server they can be "relayed' to the State file server by a Data Acquisition Manager Client via a dialup line or via the WAN.

❶Phase I – Phase II Model 100 Election Day System

ES&S is recommending the Model 100 Precinct Counter for processing optical scan Election Day ballots and absentee ballots at the polls.

The Model 100 system is a voter initiated optical scan system used at the polls on Election Day. When the voter places the ballot into the Model 100 unit, it reads and tabulates the ballot, then drops it into the secured ballot box.

The Model 100 system is both menu driven and software driven. Poll officials and technicians navigate options quickly and efficiently with a well-structured menu tree format.

The unit has a 160-character Liquid Crystal Display (LCD) screen that is used to communicate with the voter and election officials. The LCD displays the public counter, error messages, and message prompts for the voter and election officials.

This menu tree provides a favorable user interface by providing prompts for the four buttons located on the panel of the Model 100 unit. To carry out any task on Election Day, poll officials need only to follow the directions displayed on the LCD display.

III-E TECHNICAL SUMMARY continued

The Model 100 system operates on standard 110-Volt AC electrical services and is equipped with an on-board power supply, charging circuit, and sealed lead-acid battery for uninterruptible power.

The Model 100 system's Memory Card is a standard battery backed-up SRAM PCMCIA memory card. The Memory Card is secured within a sealed compartment behind the unit's locked front panel. The vote tally and audit logs are stored on the Memory Card. All error and major events are recorded with the date and time from the system's real-time clock.

Audit trails are written onto the Memory Card as well as to the Model 100 system. If a machine fails, the card and its stored data can be removed and inserted into a backup machine.

The Model 100 system supports multiple optional communication protocols and the Unity Election System provides several methods for obtaining the poll level results and communicating this information to the central site system.

As the Unity Data Acquisition Manager receives each precinct-level image results record, the record is appended to the queue file of received precinct records on the Central Site network file server. The Unity Election Reporting Manager then reads the data, and the data is then updated into the election results database.

Complete audit logs are kept in an audit file at the Central Site LAN, recording all events by precinct ID and time/date stamp.

❷Phase III Model 650 Absentee Mail Ballot System
ES&S is recommending the Model 650 Central Counter for Tier 3 Counties (60+ precincts) for high-speed tabulation of optical scan absentee ballots.

The Model 650 system is a standalone system capable of processing all absentee ballots, producing reports, and creating an accumulated totals file that is output on a standard zip drive disk and loaded into the Central Accumulation System.

The Model 650 system is designed to read any type or style of ballot, from any precinct, in any sequence without pre-sorting or special program instructions during tabulation. The Model 650 system processes folded or creased ballots without special handling requirements or pre-scoring during the printing process.

The Model 650 system also identifies overvotes, write-ins, blank, and mutilated ballots during ballot processing. Ballots are processed at a rated speed of 300 ballots per minute.

The proposed ES&S system provides results reporting capabilities directly from the Model 650 system for the processed absentee ballots and from the Unity Election System. The Model 650 Reporting System prints grand total, precinct-level, and audit record reports. The Model 650 is listed in Appendix F as an optional item.

III-E TECHNICAL SUMMARY continued

The Model 650 system's design and logic includes validation routines, self-diagnostics, and other security measures to protect vital parts and operating states. The Model 650 system is also equipped with a backup and recovery subsystem that provides the reliable retention of data in the event of a power failure or mechanical malfunction.

Security provisions for system functions are compatible with the procedural and administrative environment typical of equipment preparation and testing. The security guidelines established by ES&S together with training provide adequate and reasonable security awareness.

❸Phase III ADA iVotronic DRE System

ES&S is recommending the HAVA compliant iVotronic DRE Touch Screen System for implementation in each polling place within the State as part of Phase III.

The iVotronic DRE Touch-screen Voting System can be used for **ADA Election Day** and **ADA Early Voting**. The iVotronic voting system is a standalone voter terminal capable of being programmed to support multiple precincts and ballot styles for a single polling location. Either a polling place official or the voter activates the iVotronic voting system by inserting a voter specific ballot activator Personal Electronic Ballot (PEB). Voters cast their ballots by using the voter terminal touch-screen interface to make their candidate selections. Once the polls are closed, precinct-wide results are accumulated from all voter terminals and stored in the Supervisor PEB. Results reports are printed using the Communications Pack that is provided at each polling location.

The iVotronic voting system has design features that allows a secure, fast and easy voting process, for both the polling place official and voter. Each iVotronic voting terminal weighs less than ten pounds, making Election Day setup and delivery, and curbside voting effortless.

Voters make ballot selections by pressing the touch-screen in the target response area for the candidate of choice. The iVotronic system:

- Allows voters to change their selections an indefinite number of times.
- Allows voters to review their selections before casting the ballot.
- Allows blind or low-vision voters to cast their ballots on certified ADA-compliant iVotronic terminals.
- Does not allow overvoting.

Voters can also cast write-in votes by selecting the write-in position in a contest and entering the name of the desired candidate by pressing the letters on the keyboard displayed on the iVotronic touch-screen.

When using the iVotronic voting system in Early Voting and Walk-in Absentee voting, the iVotronic system may be programmed to support any ballot that is available in State of Michigan.

The ADA-compliant iVotronic terminal has a unique audio ballot that permits the voter to listen to the ballot through an audio headset. The audio ballot, individually *spoken* to the voter based on ballot style, is constructed from a stored dictionary of real voice files containing instructions and election elements such as candidate names, contest titles, and referenda text.

III-E TECHNICAL SUMMARY continued

Blind or low vision voters are able to navigate the ballot using specially shaped iVotronic scroll and selection buttons to assist them with the voting process.

Unity Election System Overview
The Unity® Election Management system is a suite of ES&S developed application software modules that contain all the functionality required to manage every facet of your elections.

Unity Election Data Manager (EDM)
The Unity Election Data Manager (EDM) is a database program that maintains all jurisdiction and election information. This 32-bit Windows application software is menu driven and uses Windows standard conventions for database input. No unique skill sets are required to operate this application software.

The Unity Election Data Manager is the ballot data entry section used to enter or import all initial ballot data, including precincts, districts, precinct/district relationships, contests, and candidates. Typically, a master election database is created one time for all precincts, districts, and precinct/district relationships. This master file builds each election-specific file to which election-specific contests and candidates can be manually added or imported using a text file. Once this data is imported, ballot-specific information is added (for example, referenda text, fonts, and instructional information) to complete the ballot definition process.

Unity Hardware Programming Manager (HPM)
The Unity Hardware Programming Manager (HPM) is used for "burning" the election information onto the various Memory Devices used by the tabulation subsystems. The Unity Hardware Programming Manager imports the ballot definition file that is created by the Unity Election Data Manager. The HPM then creates the parameter data for all precinct-based Election Day and absentee tabulators.

Unity Data Acquisition Manager (DAM)
The Data Acquisition Manager (DAM) is used to process either electronically transmitted or locally read PCMCIA cards from the Model 100 system that contains the poll level results from each polling place. The transmitted results may be from either landline modem based Modem Transmission Sites or wireless communications from each poll.

As the Unity Data Acquisition Manager receives each precinct-level image results record, the record is appended to the queue file of received precinct records on the Central Site network file server. The Unity Election Reporting Manager then reads the data, and the data is then updated into the election results database. Complete audit logs are kept in an audit file at the Central Site LAN, recording all events by precinct ID and time/date stamp.

The Data Acquisition Manager collects and passes election data from the election tabulation equipment to the Central Site LAN to accumulate the precinct-level results. As the Data Acquisition Manager receives each precinct-level image results record, the record is appended to the queue file of received precinct records on the Central Site network file server. This data is then read by the Election Reporting Manager and updated into the election results database.

III-E TECHNICAL SUMMARY continued

Complete audit logs are kept in an audit file at the Central Site LAN, recording all events by precinct ID and time/date stamp.

Unity Election Reporting Manager (ERM)
The Unity Election Reporting Manager (ERM) is a 32-bit Windows application that contains all the functionality required to accumulate and report jurisdiction-wide election results from all ES&S tabulators.

As precinct results from the Model 100 and iVotronic Systems are received and updated into the database, they are available in real-time in many formats, both in aggregate and detailed form.
The Unity Election Reporting Manager keeps log records of all system activity, including the number of ballots accumulated from each precinct and from each source. It also provides all Counties with displays and reports showing precincts counted/not counted.

Further safeguards against fraudulent activity are added with the functionality of the user-defined Suspend File that allows election officials to catch precinct results that meet a specified criteria (for example, a ballot count in a precinct that exceeds the number of registered voters in that precinct).

Multiple PC workstations, properly integrated and provided with the proper security clearance, may also be used for screen-based ad-hoc results inquiry by designated contest and candidate and view either summary results or select desired precincts.

One or more workstations can be used to continuously display current results on monitor screens that page through lists of all or specified contests. Script files can be prepared that independently control the contest displayed at each workstation as well as the time that each page is displayed before advancing to the next page.

These “display stations” can be connected to large screen TV monitors or projection systems for large group viewing via commercially available adapter hardware.
In addition to the results displays, the Unity Election Reporting Manager has a variety of standard reports that can be printed or stored in an electronic “print image” file. All reports are selected from a drop-down menu tab and can be customized by the user by designating desired report parameters from a report options screen.

Options include reporting overvotes and undervotes, several levels of title headings, the inclusion of page numbering and timestamps, and the inclusion of contest totals. The selected options can either apply to the current report to be printed or stored for use in future reports of that type. Each report type has stored a report options parameter profile.

Report selections also include the ability to restrict the contests and/or precincts that apply to the report. The use of script files is available for storing report titles and specified lists of precincts and contests for any custom district reports. If the user prefers to create a personalized report from a database, an ASCII export function is available to create a fixed format results file that can be imported into a database, such as Access.

III-E TECHNICAL SUMMARY continued

Summary

The State of Michigan can expect a fully integrated voting system that addresses each and every phase of your election process: voting, vote tabulation, and results reporting.

The Model 100 Optical Scan Precinct Tabulator and the Unity Election System as effective solutions to meet your Phase I and Phase II requirements.

When the State of Michigan determines the need for an ADA voting solution, the ES&S iVotronic DRE voting system fully qualifies for Election Day Voting and Curbside Voting. Whether a small jurisdiction needing only a Standalone PC, to a slightly larger one using a Peer-to-Peer (no File Server), to a Countywide jurisdiction needing a large Network, the Unity Election System works with equal ease in all cases.

ES&S products are tested by an independent testing authority, certified to meet or exceed the standards of the U.S. Federal Election Commission, and are proven and validated through use in thousands of actual elections worldwide.

III-E TECHNICAL SUMMARY continued

Phase I - Implementation
Tier 1

Tier	County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
1	Alcona	14	AVM	27	9274
1	Alger	13	AVM / Paper	40	5969
1	Allegan	1	AVM	4	1861
1	Alpena	12	AVM/Paper/AVM-PR/PC	80	14473
1	Arenac	4	AVM/Paper/AVM-PR	7	2007
1	Baraga	4	Printer AVM	5	2286
1	Benzie	20	AVM/Printer AVM	41	12091
1	Branch	10	AVM/Printer AVM	24	8234
1	Calhoun	1	Printer AVM	3	801
1	Cass	3	AVM	8	3566
1	Cheboygan	14	AVM/Paper/Printer AVM	23	5700
1	Chippewa	3	Paper	8	663
1	Crawford	11	Punch Card	52	11766
1	Grand Traverse	1	Paper	1	278
1	Gratiot	13	AVM/Paper/Printer AVM/PCard	56	14501
1	Houghton	19	AVM/Paper/Printer AVM	35	10513
1	Huron	11	AVM/Paper/Printer AVM	26	4147
1	Iron	1	Paper	2	94
1	Jackson	1	AVM	3	1535
1	Kalkaska	13	AVM/Paper/Printer AVM	31	12247
1	Lake	19	Punch Card	53	8098
1	Lapeer	12	Punch Card	96	18587
1	Lenawee	16	AVM	46	21432
1	Mackinac	5	Paper	12	1163
1	Manistee	9	AVM/Paper	22	5716

III-E TECHNICAL SUMMARY continued

Phase I - Implementation
Tier 1

Tier	County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
1	Marquette	18	Paper/Printer AVM/PCard	108	17533
1	Missaukee	17	Punch Card	57	9726
1	Montmorency	3	Paper/Printer AVM	10	2132
1	Muskegon	15	AVM	58	23786
1	Newaygo	12	AVM/Paper/Printer AVM/PCard	34	3394
1	Oceana	18	AVM/Paper/Printer AVM	50	17991
1	Osceola	12	AVM/Paper/Printer AVM	29	8492
1	Oscoda	9	Punch Card	37	6829
1	Presque Isle	18	Punch Card	66	11066
1	Roscommon	2	AVM/Printer AVM	4	515
1	Saginaw	2	Paper/Printer AVM	6	1486
1	St. Joseph	4	AVM	20	8855
1	Shiawassee	8	AVM/Printer AVM	28	11016
1	Tuscola	4	AVM/PCard	18	4077
1	Wexford	3	AVM/Paper	6	867

III-E TECHNICAL SUMMARY continued

Phase I - Implementation
Tier 2

Tier	County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
2	Charlevoix	21	Punch Card	87	19719
2	Clare	27	Punch Card	119	22436
2	Eaton	26	Paper/Printer AVM/PC	193	40097
2	Emmet	22	Punch Card	100	22630
2	Gladwin	21	Punch Card	78	22189
2	Hillsdale	24	AVM/Printer AVM	68	30040
2	Ionia	25	Printer AVM	72	29705
2	Iosco	23	Punch Card	90	23450
2	Isabella	28	Punch Card	173	37834
2	Livingston	24	Punch Card	183	41552
2	Mason	26	Punch Card	122	19939
2	Menominee	22	AIS	103	17251
2	Midland	50	Punch Card	279	63479
2	Montcalm	43	AVM/Printer AVM	87	39127
2	Ogemaw	22	Punch Card	63	11540
2	Van Buren	48	AVM/Printer AVM/Shoup	90	46990
2	Washtenaw	22	Punch Card	172	32087

Phase I - Implementation
Tier 3

Tier	County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
3	Ingham	139	Punch Card	850	199801
3	Kalamazoo	109	Punch Card	686	166290
3	Kent	128	Punch Card	843	167095
3	Macomb	101	AVM/PCard	347	108370
3	Oakland	68	AVM/Paper/PCard	276	80451
3	Wayne	217	Punch Card/Shoup	978	213348

III-E TECHNICAL SUMMARY continued

Phase II – Implementation
Tier 1

Tier	County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
1	Alger	1	Accuvote	3	1072
1	Alpena	6	Accuvote	18	8750
1	Arenac	2	Accuvote	10	1543
1	Baraga	2	Accuvote	6	3331
1	Branch	7	Optech	46	12388
1	Cass	15	Accuvote/Optech	105	22724
1	Cheboygan	11	Accuvote	54	13615
1	Chippewa	14	Accuvote	97	20905
1	Delta	14	Accuvote	65	15644
1	Dickinson	17	Accuvote	124	21260
1	Gogebic	12	Accuvote	77	13937
1	Gratiot	16	Accuvote/Optech	46	9649
1	Hillsdale	1	Unilect	4	1174
1	Houghton	13	Accuvote	72	11427
1	Huron	14	Optech	71	17225
1	Ingham	1	Accuvote	5	1259
1	Ionia	1	Accuvote	12	2493
1	Iron	13	Accuvote	40	7766
1	Kalamazoo	1	Accuvote	5	1368
1	Keweenaw	5	Accuvote	16	1780
1	Leelanau	5	Accuvote	33	7085
1	Lenawee	18	Accuvote/Optech/Unilect	146	35351
1	Livingston	11	Accuvote	60	20044
1	Luce	5	Accuvote	20	4507
1	Mackinac	8	Accuvote	32	4498
1	Manistee		Accuvote	2	714
1	Marquette		Accuvote	87	20972
1	Montmorency	4	Accuvote	27	4462
1	Newaygo	16	Optech	126	22845
1	Ogemaw	4	Accuvote	4	5944
1	Ontonagon	14	Accuvote	30	6390
1	Osceola	1	Optech	2	1680
1	Otsego	13	Accuvote	89	19095
1	Roscommon	8	Accuvote	77	14916

III-E TECHNICAL SUMMARY continued

Phase II – Implementation
Tier 1

Tier	County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
1	St. Joseph	16	Accuvote	113	29721
1	Schoolcraft	8	Accuvote	27	4144
1	Wexford	17	Accuvote	99	21153

Phase II – Implementation
Tier 2

Tier	County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
2	Allegan	40	Accuvote/Optech	312	64185
2	Antrim	16	Accuvote/Optech	55	17063
2	Barry	24	Accuvote	129	37058
2	Calhoun	56	Optech	411	88789
2	Clinton	29	Accuvote/Optech	214	44538
2	Eaton	22	Accuvote	161	35531
2	Grand Traverse	34	Accuvote	191	56400
2	Lapeer	21	Accuvote	172	34684
2	Mecosta	22	Microvote	76	25813
2	Muskegon	42	Optech	294	70042
2	St. Clair	60	Accuvote/Optech	448	100948
2	Sanilac	30	Optech	145	30570
2	Shiawassee	24	Accuvote/Optech	181	35512
2	Tuscola	22	Optech	142	31138

The number of precincts and voting stations are from the 2002 Precinct Report, these totals may change with additional information.

III-E TECHNICAL SUMMARY continued

Phase II – Implementation
Tier 3

Tier	County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
3	Bay	69	Optech	464	82368
3	Berrien	69	Accuvote	568	113057
3	Jackson	66	Accuvote/Optech	368	97206
3	Kent	138	Optech/Unilect	955	208717
3	Macomb	155	Accuvote/Optech	955	227890
3	Monroe	62	Accuvote	417	108535
3	Oakland	463	Accuvote/Optech	3066	756721
3	Ottawa	104	Optech	640	163129
3	Saginaw	65	Optech	422	106514
3	Washtenaw	104	Accuvote/Optech	713	175998
3	Wayne	921	Accuvote/Optech/Unilect	6419	1041620

State of Michigan
EMS County Level Hardware Configurations
Tier 1 – Tier 3

Tier	Criteria
1	**1-20 Precincts**
2	**21-60 Precincts**
3	**60 Plus Precincts**

III-F TECHNICAL WORK PLAN

Provide a technical plan for accomplishing the work. Indicate the number of person-ours allocated for each EMS and precinct count optical scan tabulator installation to include set up, acceptance testing and training.

Work Plan

Our work plan describes the overview and high-level implementation strategy for the State of Michigan Elections Voting System. The work plan supports the State's process and election schedule. This work plan is built to foster a successful transition from the State's current multiple-systems to Precinct Count Optical Scan Voting Systems and Election Management Systems. Our plan illustrates our ability to provide the proposed solution as required for implementation in Phases I, II, and III.

As part of our contract deliverables, ES&S will negotiate a comprehensive Statement Of Work (SOW) that defines all pre-election, Election Day and post election functions with appropriate task responsibilities and workdays.

Our work plan follows the three phases defined in the States' ITB. A post contract award timeline will be developed which will line item the various project phases, major task durations, and responsible resources. This Timeline will be finalized following the initial kick-off meeting between ES&S and the State / County Board of Elections.

ES&S is basing our answers on real election experience in multiple states where the Model 100 Precinct Ballot Counter and Unity® Election System software has been successfully installed. Beginning in 1999, ES&S initiated the Project Manager (PM) concept where one or more trained Project Managers manage all on-site responsibilities for the project. This highly effective PM concept has now resulted in, literally, dozens of highly trained full time ES&S PMs who handle the implementation of our solutions and services.

Implementation Strategy

ES&S divided the 83 counties into three distinct tiers based upon the number of voting precincts. Using this criteria and our extensive history of installing precinct based tabulation systems with modem transmission capabilities, ES&S has established the following three tiers. The fourth tier is the proposed solution for the DOS system.

Tier	Criteria
1	**1-20 Precincts**
2	**21-60 Precincts**
3	**60 Plus Precincts**
4	**State Level System**

III-F TECHNICAL WORK PLAN continued

The Implementation Strategy spans the three phases identified by the State of Michigan ITB.

Phase 1
Jurisdictions that currently use punch card ballots and lever machines and paper ballots.

# of Counties	# of Precincts / Tabulators	# of Registered Voters
63	1604	1,760,187

Phase II
Jurisdictions that currently use optical scan and DRE voting systems and have requested State reimbursement.

# of Counties	# of Precincts / Tabulators	# of Registered Voters
62	2983	4,167,857

Phase III
HAVA compliant disability voting devices for each polling location in the State.

# of Counties	# of Precincts / Tabulators	# of Registered Voters
83	4587	5,928,044

ES&S Professional Services Approach

Project Implementation Partnership
The State of Michigan and the County need to be full time participants in all activities of the new system implementation. All aspects of the proposed system need to be embraced by the entire staff, so new procedures can be put in place that will facilitate the implementation of the new system.

The ES&S goal is to get the client functioning on their own and, without the full support of the State / County and the entire staff, there is no way for us to reach that goal. New system implementations need to be conducted as a team effort, where the ES&S project team can convey their past experiences and the State / County can reflect on those experiences to establish a new operating procedure that works best for The State of Michigan.

Understanding Your Business Requirements
The ES&S Approach includes a process where we meet with our clients to clarify our understanding of the client's requirements and ES&S's commitments.

Our review includes:

- Confirmation/further development of the project timeline
- Completion of a site-survey
- Establishment of roles and responsibilities

III-F TECHNICAL WORK PLAN continued

At that time, ES&S finalizes the assignment of key associates to the service team. This guarantees that ES&S not only provides the best system solution, but also provides services that are in line with the client's requirements.

The entire Project Organization, including the Project Managers assigned to the project, work closely with the State / County election staff to facilitate a successful system implementation and to familiarize election personnel with all aspects of the proposed solution. The services provided under this category are comprised of project management, coordination, and resolution of any fulfillment issues that arise as part of the project. Individual Project Managers are responsible for clearly defined work areas of the project. Project Managers coordinate activities in their assigned locations with the entire project team and communicate issues and status internally at ES&S.

At the conclusion of the implementation services (including first event use), ES&S anticipates the need for on-site Professional Services to decrease substantially or, in some cases, to be eliminated altogether. Typically, ES&S successfully migrates our clients from on-site professional service team support to local support for ongoing election needs. ES&S typically provides coding, ballot services, equipment services, and election support services from a centralized location. In some cases, our clients may wish to retain our on-site services following the initial implementation period. In such cases, ES&S is happy to make separate arrangements.

The System Delivery, Acceptance Testing and Implementation Phase follow the Business Requirements Phase.

Phase I, II, III - System Delivery, Acceptance Testing, and Implementation
For purposes of this response, ES&S will treat all product delivery, installation, training, and other implementation work, through the first election usage, as deployment.

III-F TECHNICAL WORK PLAN continued

Table 4. Phase I and Phase II System Delivery

Task	Details	Resource
Phase I & Phase II System Delivery	Our plan includes delivery of all products to an ES&S Central Warehouse Facility for initial inventory. Upon completion of initial inventory, the Election Central Network and the Model 100 Precinct Ballot Counters will be delivered to the individual locations designated by the County. ES&S performs network configuration and software installation of the Election Central System in preparation for system acceptance testing and system administration / management training. ES&S performs system inventory and acceptance testing on the Model 100 Precinct Ballot Counters at the County Election Warehouse in preparation for first election use.	ES&S Project Team & State / County Election Staff The ES&S Michigan Project Team works with State / County Election Board staff to complete on-site installation, validation of the equipment and software functionality, and preparation of the system for use.

Table 5. Phase I and Phase II Acceptance Testing

Task	Details	Resource
Phase I & Phase II Acceptance Testing	Our Approach includes system installation and integration. This initial installation includes unpacking of materials, all network component integration, and basic diagnostic testing to verify that all equipment is operating according to manufacturer's specifications. Installation and initial acceptance testing is provided for the Model 100 Precinct Ballot Counter Election Day System, Model 100 / 650 optical scan Central Ballot Counter, and the Unity Election Management System during Phase I and Phase II.	ES&S Project Team & State / County Election Staff

III-F TECHNICAL WORK PLAN continued

Table 6. Phase I and Phase II Implementation

Task	Details	Resource
Phase I & Phase II Implementation	The preliminary period includes ES&S team leaders meeting with State / County Election personnel and establishing methods of and procedures for: Communication Areas of responsibility Terminology Mutual understanding of the proposed system operation State / County specific requirements in the election process The second period includes information gathering. This period includes site plans for Election Central as it affects: Installation requirements Familiarity with and understanding of the State / County election calendar Review of existing training materials for election workers Review of existing election process and overall procedures and laws to create comparable procedures for the new system	ES&S Project Team & State / County Election Staff On an initial system installation your assigned project manager operates as your single point of contact. This person is accountable for coordinating all of your implementation and election requirements from software, hardware, ballots, coding/programming, networking, shipments, deliveries, election supplies, etc. Your ES&S project manager's contact information is made available to you to and your staff, and the PM has a direct communication link to your entire ES&S project team. Your assigned Project Manager designates hardware, software and networking specialists to support your account either on site or remotely during election activities.

Acceptance Testing Plan
All foregoing initial testing activity will be conducted in a timeframe consistent with the State / County's Election Calendar of Events so as not to interfere with the timely completion of later system testing procedures, namely the Logic and Accuracy Test.

III-F TECHNICAL WORK PLAN continued

ES&S has found it more efficient to first develop written acceptance testing procedures for each subsystem. ES&S will develop these test procedures in cooperation with The State of Michigan / Counties. Once these procedures are developed, each hardware and software subsystem is tested according to these written procedures and requirements. For the Model 100 (Phase I - II) and the iVotronic (Phase III) acceptance testing, ES&S recommends a completed Acceptance Testing sheet for each Model 100 counter and iVotronic terminal, by serial number.

When each unit/terminal passes the Acceptance Test, the successful completion is documented and signed off by both ES&S and the County.

Phase 3 – HAVA compliant ADA system
Implementation and integration of the HAVA-compliant ADA devices for each polling location within the State will follow the same plan for system delivery, acceptance testing and implementation as listed in the tables above for Phase I and Phase II.

Training
In preparation for the November 2004 General Election and as part of the system implementation, ES&S provides training as soon as feasible following the finalization of the service contract and the delivery and installation of the equipment. The timing of the various training activities is outlined in the Preliminary Implementation Timeline and includes the functional areas listed in
Table 7.

Table 7. Training Areas

Phases	Training Area
Phase I & Phase II	Election Central Administration Training
	Unity® Election Management System Overview
	Unity Election Data Manager
	Unity Hardware Programming Manager
	Unity Election Reporting Manager
	Unity Data Acquisition Manager (post 2004)
	Poll Worker Train-the-Trainer Training
Phase III	Absentee Mail Ballot Administration/Operations
Phase III	iVotronic DRE Touch Screen System Operations
Phase III	EMS – Local jurisdiction Installation / Training

III-F TECHNICAL WORK PLAN continued

Support

ES&S employs a diverse team of dedicated professionals who support service requirements through its project managers, software/network specialists, ballot layout specialists, hardware/firmware programmers, hardware service technicians, etc. ES&S staff members are extensively trained and have "real world" experience in the implementation and support of various types of election systems and processes. Staff members are assigned to project account teams based on specific client requirements, (i.e., hardware and software types, depth and duration of on-site support required, and account location).

With each new project implementation (or continuous full service account), ES&S designates a project manager who has ultimate responsibility for the successful coordination of services and timing throughout the project. Most projects require assistance from various functional areas of the Company – the designated project manager ensures each piece of the project comes together sequentially and successfully.

ES&S's approach to your account includes an initial meeting to fully understand the details and uniqueness of your needs. This first meeting encompasses a clear definition of roles between County Election Staff and ES&S. Meeting and understanding the roles and responsibilities of the staff assigned to elections from your organization are critically important to the success of the engagement.

Following the first meeting, ES&S assesses and finalizes the assignment of key support professionals to your project team. This facilitates not only a superior system solution – but also a service team in-line with expectations and needs. (Experience Statements for ES&S Professional Services Project Managers are provided in Section 3.4.2, of the proposal.)

Project Status Reporting

The ES&S Project Team stays in constant communication internally and with the Client. Weekly meetings/conference calls are typically scheduled so progress can be shared and challenges proactively avoided.

The Project Manager (PM) is also responsible for verifying that you receive all of the goods and services agreed to in the contract. The Project Manager manages status reporting to you, on the consumption of those resources, on a regular basis (most often monthly) and manages the communication and agreement on any changes to the scope of services or products you request.

Where necessary, the PM will take requested changes to the appropriate parties within ES&S for authorization and approval. These changes can take the form of new product releases, configuration changes, quantity changes or scope of service changes. The Project Manager works directly with you to identify any proposed changes as well as any of your requested changes.

III-F TECHNICAL WORK PLAN continued

Where appropriate, the Project Manager works with you or others within ES&S to determine the effect of any changes, resolve any financial impact in cooperation with you and your Client Relationship Manager, and reflect any agreed-upon changes in the project timeline and status reporting. ES&S has developed an internal approach to managing these changes. These same practices are used throughout our organization.

Communication Plan

A key factor in providing structure for a project is the methodology used to establish guidelines and control project activities throughout a project lifecycle. By using a proven methodology, the project team can significantly improve communications, planning, and performance from the initial proposal stage, through completion of project deliverables, to final closure of the project.

The assigned ES&S Project Manager communicates with the State / County Election Staff on a weekly or daily basis, as required based on the task at hand. Generally, a Project Manager is on site two to three days a week during the initial phase of the implementation. On-site time increases, as the election gets closer.
Table 8 shows the Project Manager's Communication Plan.

Table 8. Communication Plan

Task	Communication Plan
Account Management	The ES&S Project Manager provides day-to-day coordination and interaction with State / County personnel. The Project Manager serves as a single point of contact and control for management, coordination, and resolution for all project activities.
Status Reporting (hardcopy and electronic)	The Project Manager supplies the board with weekly implementation progress reports in a Microsoft Project document. These reports detail the work completed, scheduled tasks, milestones, and other related progress reports.
Performance Review Meetings	Performance Review Meetings are held weekly, or as needed, and are a review of the project plan including items completed since the previous meeting and items to be completed prior to the next meeting. This discussion also includes a review of the party responsible for the task completion as well as any potential/foreseen roadblocks.
Contract Management	The assigned Project Manager is responsible for contract management.
Audits	It is the responsibility of both the State / County and the ES&S Project Manager to continuously audit the project as well as all items pertinent to the project.
Planning	Planning is a joint effort between the board and the project manager and is documented on the project plan.
Priorities	Priorities are agreed upon by the State / County and the ES&S Project Manager and are documented on the project plan.
Service Request	Any needed service request, both outside and inside of the contract scope, are discussed between the State / County and the Project Manager.

III-F TECHNICAL WORK PLAN continued

Time Estimating Procedures

ES&S's implementation philosophy is to assist the State / County staff in making the new system a success. ES&S believes the entire staff should be informed and available to assist where help is needed during the initial implementation. Key individuals are listed in Table 9. All tasks, hours per month, and duration of job are estimates based on a best-case scenario where the maximum amount of time and energy would be given to every task involved.

Table 9. Project Team Roles and Responsibilities

Board Project Team Role	Quantity	Tasks	Hours Per Month	Duration (weeks, months)
Equipment Manager	1	Manage Warehouse Operation. Learn new system and develop methods for tracking, maintaining, storing, testing, preparing, delivering, and retrieving all equipment for demos, training, and election day.	40 hours per week	Full time
Warehouse Personnel	2-3	Assist warehouse manager.	40 hours per week	For first year of initial implementation of new system
IT Staff	1	Learn the Software. Prepare and maintain county election database. Create election definitions, ballots, and DRE media. Test elections. Run tabulation software on Election Day.	20 hours per week	For first year of initial implementation of new system

III-F TECHNICAL WORK PLAN continued

Board Project Team Role	Quantity	Tasks	Hours Per Month	Duration (weeks, months)
Training Coordinator	1	Develop and maintain training materials. Recruit, track, train, and communicate with all election day workers. Schedule and give training classes as needed.	40 hours per week.	For first year of initial implementation of new system
Trainers	1	Train poll workers	20 hours per week.	For first year of initial implementation of new system
Project Manager	1	Work with all BOE staff and the ES&S project manager to help control the implementation from the BOE's point of view.	40 hours per week.	Full time
Public Outreach Coordinator	1	Schedule demos. Recruit and train people to work demos.	40 hours per week.	For first year of initial implementation of new system

Internal Quality Control

ES&S has structured quality practices throughout our organization to focus on quality products, deliveries, and services. ES&S constantly reviews processes and procedures to identify additional areas of improvement. Our quality management practices are focused in several areas:

- Manufacturing process
- Selection of ISO facilities
- Extensive incoming quality assurance
- High quality documentation and defined unit acceptance criteria
- Pre-defined system acceptance testing
- Software process
- Extensive and robust internal test lab
- External test resources
- Well established test scripts with over 20 election types
- Ballot Production and Election Programming
- Documented ballot specification, production requirements, and test fixtures
- On-site supervision of high risk third party production

III-F TECHNICAL WORK PLAN continued

- Specific data gathering and validation
- Extensive internal test deck process for DRE and document based systems
- Automated testing procedures for Logic and Accuracy
- Election Support Services
- Maintenance service forms
- Extensive product training and skills assessment
- Formalized review process
- Customer survey and follow up
- Regular client meetings
- Review of closed Team Support call issues for improvement opportunities
- Quality Incident Report form for any issue

Deliverable / Milestones – Signoff Procedures

The critical success factors for our typical new client implementations are not unlike the critical success factors for any complicated undertaking. Elections conducted in a technologically driven environment require a higher degree of planning, communication, resource allocation, and discipline. ES&S believes it is imperative to implement the common best practices inherent in any project management endeavor. Therefore, ES&S has taken an approach that builds on these best practices.

ES&S treats the implementation as a joint venture, where every task is addressed by the State / County Elections staff and the ES&S Project Team. Timelines are kept, and regularly scheduled meetings are held with key individuals to help keep the Elections Staff and the ES&S Project Team informed.

The project organization takes into account the key stakeholders associated with the implementation and provides for a direct reporting structure to the ES&S Project Manager and includes oversight by Al Benek, VP of Professional Services and Will Wesley, Michigan State Area Director.

Major tasks and milestones are determined by the agreed to Scope of Work, which is used by the project management team to create a working project timeline.
The Project Manager is responsible for verifying that tasks are successfully completed in a timely manner. The Project Manager is also responsible for adhering to established escalation procedures to ensure problem resolution.

Problem Identification / Resolution Approach

In 2001, ES&S implemented a system called Total Election Administration and Management (TEAM) to assist us with handling a wide array of issues including customer calls, problems, and issues.

III-F TECHNICAL WORK PLAN continued

This program is structured to properly set priorities, establish categories, assign responsibility and automatically escalate issues if necessary. Each of our Project Managers is assigned an internal Customer Service Representative who accesses this system for them. All open issues are reviewed each morning by our Operational Support team led by the Vice President of Customer Support.

The Vice President of Customer Support confirms that the issue is understood, properly categorized, and is assigned to the appropriate person for resolution. If issues are not being resolved in a timely fashion or are especially sensitive, ES&S takes immediate corrective action. At any time, your project manager can provide you with the status of any open issues or problems. A sample of an issue assignment form is shown in Table 10.

Table 10. Sample Issue

Issue 1 – Sample Issue
County Expectations:
ES&S Resolution:
Completion Plan:

Work Step	Responsible	Date	Status
		TBD	Open
		TBD	Open
		TBD	Open

III-G PROJECT MANAGEMENT PLAN

Key to our management plan structure is:

- Understanding the importance of undertaking a new voting system project
- Setting expectations for results of the project
- Delegating responsibilities among ES&S team members and election officials
- Communicating project goals and progress to ES&S team members and election officials
- Meeting all deadlines set for deliverables

The ES&S Project Management Approach

ES&S project management provides a formal, yet flexible, approach to formulating, implementing, and maintaining your election system. Our highly trained team members are responsible for setting and keeping deadlines, but are always prepared to handle challenges or adjustments within the implementation process.
As a first step in our approach, ES&S develops a Preliminary Implementation Plan, to specifically meet the needs of the State, counties and local jurisdictions. ES&S includes several key features essential to facilitating a successful implementation.

ES&S Professional Services

Our Project Organization is divided along several functional areas for the appropriate management control structure. Many of the primary resources that are managed and / or involved in the implementation, reside in the State of Michigan or in states within the region.

Allan Benek, Professional Services Vice President
Currently serving as Vice President of Professional Services, Mr. Benek is responsible for overseeing all project management functions, including full service, specified service, and installation of new accounts. Allan joined ES&S in 2000 and brings with him more than fourteen years of elections' experience. He began his career with the Geauga County Board of Elections in 1987 as the youngest Elections Director in the State of Ohio.

Willie Wesley, Jr., Area Director
Will is Area Director for the State of Michigan and the State of Indiana. Wil is a resident of the State of Michigan. As Area Director for Michigan and Indiana, Wil supervises Project Managers assigned to the States and jurisdictions within the States. His Project Management skills, knowledge and experience allow him to successfully manage all aspects of voting system implementation.

Linda Bennett Regional Director

Project Managers

The ES&S Project Manager (PM) acts as your main point of contact for election specific requirements. The PM relies on an assembled, client-specific project resource team to verify that all aspects of the implementation adhere to the mutually agreed upon timeline.

III-G PROJECT MANAGEMENT PLAN continued

Geneva Love
Geneva oversees implementation of ES&S's OMR and DRE Voting Systems. She manages each aspect of project implementation including but not limited to project planning, system delivery, resource management, training and election support. Geneva is presently Project Manager for Henry County, Illinois.

James Dalton
James currently manages and assists with projects in the State of Michigan and the State of Indiana. James has been involved with the following State of Michigan accounts: Genesee County, Macomb County municipalities, and St. Clair Shores. Since joining ES&S, James has managed accounts for Miami-Dade County, FL and Dallas County, TX.

Election Domain Specialists
Election Domain Specialists are senior-level ES&S employees, available to support the core project management team in areas of voter education, training, ballot development, and election management.

Michael Shane is Senior Vice President of Operations focusing on the internal delivery functions within ES&S. He is responsible for Manufacturing, Engineering, Ballot and Card Production, Field Services and Election Services.
Prior to this, Mike served as Vice President of Manufacturing at ES&S for two years, and he has more than twenty-one years of experience in managing engineering and manufacturing processes for international electrical and mechanical products. Mike directs hardware development and shares in management responsibilities for operating system firmware for ES&S.

Allen Moraczewski has more than twenty-four years of field service experience, seventeen of which were spent in management positions. He has been with ES&S for approximately four years, and is currently the Director of Field Services. During his first six months with the company, Al traveled to Venezuela and built a team of over fifty technicians to provide service for more than 7,000 ES&S voting systems and 7,000 OkiData printers.

Gary Weber is the Vice President of Software Development for ES&S vote tabulation and voter registration products. Gary has been involved with the elections industry for more than eighteen years, including ten years in county government. He has also worked in the development and deployment of election system solutions jurisdictions of all sizes across the United States and Canada.

Steve Bolton has more than fourteen years experience in the elections' industry—all of which have been with ES&S. His current role as Vice President of Product Management involves the direction of software product development based on current market trends. Steve is also responsible for the integration of new or acquired systems. Product Documentation, Product Certifications, Product Patents, Trademarks, Copyrights, Systems QA Management and Marketing all directly report to Steve.

III-G PROJECT MANAGEMENT PLAN continued

Herb Deutsch is an Electronics Engineer at ES&S, and is known throughout the industry for his technical capabilities. Prior to joining ES&S, he was an Electronics Engineer with IBM, and Vice President with the Thornber Group. At ES&S, he handles all technical areas from the design of new systems to customer support and training. Herb is responsible for the design and development of election systems and the interface of those systems with new and existing ES&S products. He reviews and implements enhancement requests, assists with product certification, software testing and documentation and he provides customer and staff support and training throughout the election process. He also designs customized systems for unique election situations.

Sam Hogsett has over fifteen years of Technical Field Service experience, and has served as Field Service Technician for ES&S for more than twelve years. His current responsibilities include implementation, maintenance, and support of all ES&S hardware and software installed in ES&S's global customer base. In addition, Sam coordinates scheduling to conduct Field Service maintenance visits with customers.

Janet Buchanan Field Services

Larry Beasley Training Services

Michigan / Chicago Field Services Staff
Local and regional service and support is provided by individuals who reside in the State of Michigan and the ES&S Chicago office.

Our Michigan Team includes:
Richard Fox, Regional Vice President
Connie Weidler and Gene Seets, Regional Sales Managers
Will Wesley, State Area Director
Bill Gilmore, Field Service Technician

The Chicago Support Team includes:
Janet Buchanan, Regional Field Service Manager
16 Years of Experience in the Election Industry
3 Years as a Regional Field Service Manager - Support of ES&S proprietary hardware and third party equipment.
4 Years as a Project Manager - Implementation and installation of customer accounts.
5 Years as a Regional Support Manager - Providing customer support including conferences, election support, software upgrades, tracking of open/unresolved issues, etc.
4 Years as a Production Manager - Coordinating and implementing execution of the production department master plan including ballot layout and coding.

III-G PROJECT MANAGEMENT PLAN continued

Troy Drews, Election Services Regional Manager
Troy is Election Services Regional Manager. In this role, he manages the day-to-day operations for Ballot Layout and Coding for 840+ customers in 12 States. In addition, Troy works with Print Vendors to deliver printed ballots within specifications and on time.

Mark Seelinger, Senior Network Technician
20 Years of Experience in the Election Industry
Novell CNE Version 3, 4 & 5
CNA for Novell Version 3, 4 & 5
MCSE Microsoft NT 4.0
Installs/Supports network systems throughout the United States and Canada.

Jose Munguia, Senior Network Technician
9 Years of Experience in the Election Industry
Installs/Supports network systems throughout the United States and Canada.

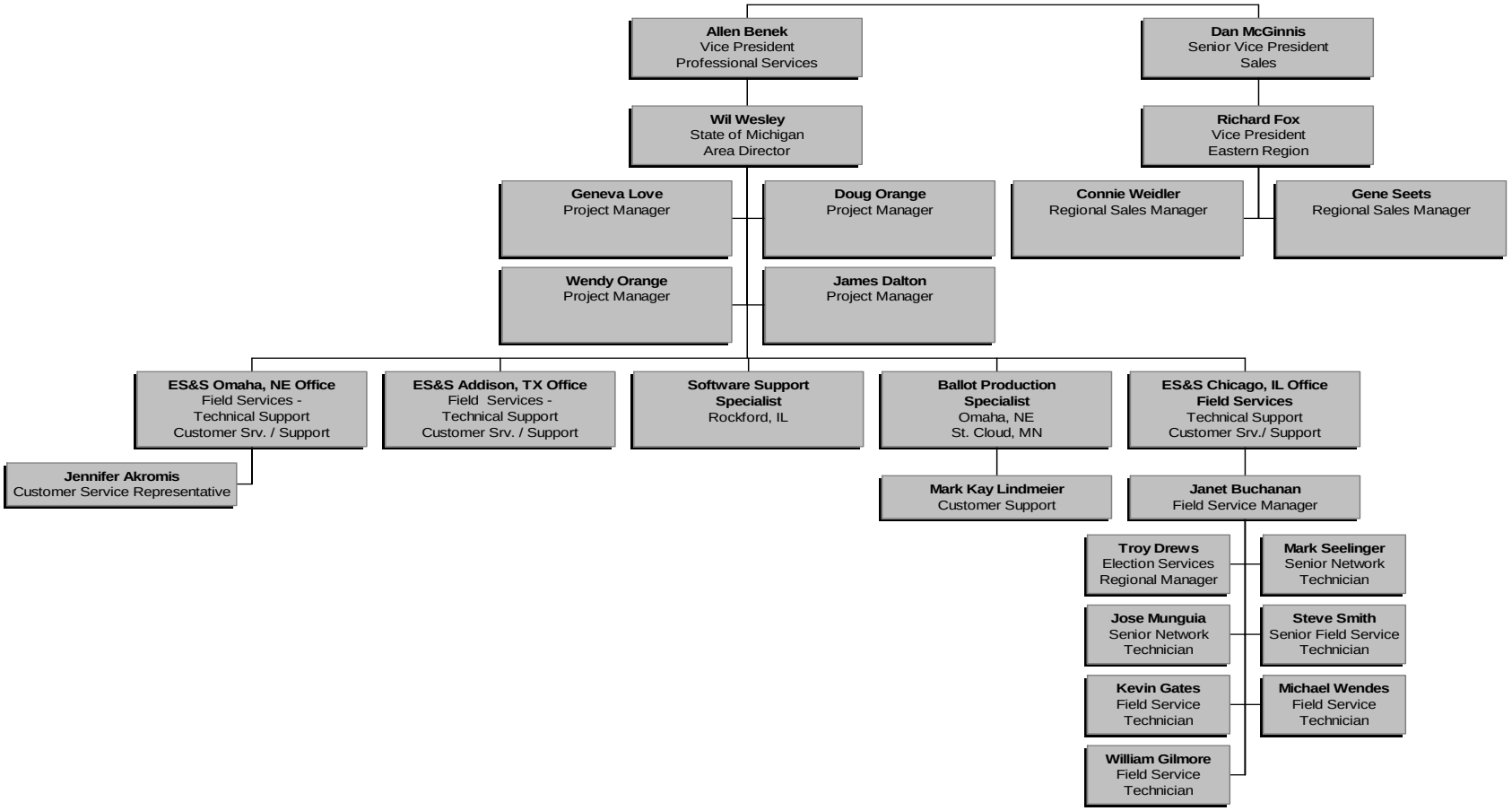
Steve Smith, Senior Field Service Technician
6 Years of Experience in the Election Industry
Minimal support of network systems.
Primarily responsible for hardware maintenance in Massachusetts, Maine and Vermont.

Kevin Gates
Field Service Technician
3 Years of Experience in the Election Industry
Primarily responsible for hardware maintenance in Illinois and Indiana.

Michael Wendes
Field Service Technician
3 ½ Years of Experience in the Election Industry
2 ½ Years as Customer Support Representative in Election Services
1 Year in Field Services
Primarily responsible for hardware maintenance in Illinois and Indiana.

III-G PROJECT MANAGEMENT PLAN continued

ES&S Project Management Organizational Chart



III-H TRAINING APPROACH

Election Staff Training

ES&S trainers work closely with ES&S Project Managers and election officials to review existing procedures and assist in developing reference manuals. This material coupled with the ES&S approach to training provides a very effective means of introducing election staff to the new system, and instructing them on the required system operations. Presently, ES&S certified instructors provide training in a traditional classroom, instructor-led format. However, in the near future, ES&S customers, with access to the Internet, will also be able to attend virtual instructor-led training seminars and/or access and complete self-paced ES&S training courses.

ES&S's comprehensive approach to voting system training encompasses pre-election, Election Day, and post-election processes, procedures, system operations and troubleshooting.

Individuals attending the training sessions should know their roles and responsibilities and have a general and basic understanding of the election process. Election staff responsible for the operation of the Unity® system should have a basic knowledge of computer operations and Microsoft Windows applications. All individuals should possess the ability to read and understand training manuals and follow the required procedures and checklists provided in the manuals.

ES&S training is designed to provide hands-on instruction to Election Staff responsible for the administration and management of the proposed system. ES&S recommends conducting training in a facility that allows attendees access to the system for hands-on instruction.

Attendees should dedicate enough time to attend classes with minimal interruption. Please refer to Appendix H for class size and duration.

Poll Worker Training

ES&S has found the most effective approach to training poll workers is to provide the customer with the knowledge, skills, and abilities needed to train poll workers. This approach takes full advantage of the close relationships the customer has established with the poll workers, facilitates combining equipment training with customer-specific requirements, and speeds the customer to autonomy. To support this approach, ES&S has developed a dynamic, comprehensive *Train the Trainer* course for both the Model 100 and iVotronic™ voting systems designed to help the customer's trainers prepare to train poll workers as well as conduct the training itself.

Before the *Train the Trainer* course begins, the ES&S Operations Training team will work with the customer to design poll worker training, which will meet the customer's needs and requirements.

During the multi-day *Train the Trainer* course, participants are exposed to the basic concepts of adult learning theory and training preparation and logistics. They play the role of a poll worker during a simulated poll worker-training course facilitated by a certified ES&S instructor.

III-H TRAINING APPROACH continued

The participants then assume the role of the trainer and teach the ES&S instructor how to use the voting equipment. Before departing, the ES&S instructor will give the customer feedback concerning the participants' performance during all aspects of the course and discuss the possible need for ES&S follow-up observation.

ES&S will provide you with proven documentation that is designed to not only instruct users, but is written in such a manner that references to unfamiliar processes are easy to locate and understand. The ES&S Professional Services Team will meet with the appropriate Election Department officials to review the Project Implementation Plan and finalize the training and staffing requirements. The ES&S Training Approach and Training Materials provided as part the proposed system implementation are confidential and proprietary and will be used by the customer for internal purposes only.

ES&S will assist you in the development of step-by-step materials for Election poll workers. The Project Managers assigned to the project will meet with key staff to review existing procedures and assist in developing reference manuals.

Previous Quick Operations Guides, checklists, and other materials developed by ES&S in conjunction with other customers have included the use of digital photos of the equipment and specifically the components referred to in the step-by-step instructions. ES&S has also assisted other customers in developing Microsoft PowerPoint presentations, inclusive of digital photos in the same step-by-step format as the written manual; other ES&S customers have produced training videos as their primary training tool. ES&S has the capability to provide content development and remote management of training materials in a web-based environment (such as an intranet), should the contract specify such a requirement. Any of these training material formats, when coupled with a hands-on training session, will provide a very effective means of introducing election officials to the new system and instructing them on the required system operations.

Should the customer choose not pursue ES&S's proven *Train the Trainer* approach, ES&S can provide any required poll worker training. ES&S training professionals will work closely with the customer to develop this customized, joint ES&S-customer project.

III-I TRAINING COURSE DESCRIPTIONS

The following section provides training course descriptions for ES&S's DRE, precinct counter, and central counter systems and Unity Election System software. Please refer to Appendix H for class size and duration.

iVotronic™ Direct Election Reporting Voting System (Note: this training applies only to Phase III, and is not included in Appendix H)

ES&S offers two courses for new iVotronic customers. Each of these courses provides participants in-depth, hands-on instruction with the iVotronic system.

iVotronic Operations Course

This course of training will introduce Customer Representatives to the iVotronic voting system. The participant will gain the knowledge, skills, and abilities to operate Election Systems and Software's iVotronic Touch Screen voting system.

Topics include:

- An in-depth overview of the iVotronic system
- Pre-Election Day preparation requirements
- Election Day operations and troubleshooting

iVotronic Train the Trainer Course

This course of training will introduce Customer Representatives to the training techniques surrounding the iVotronic voting system. The participant will gain the knowledge, skills, and abilities to train others on operating Election Systems and Software's iVotronic Touch Screen voting system.

Topics include:

- How to Best Train Adults
- Pre-training preparations
- An overview of the iVotronic system
- Election Day operations including poll opening and closing and voting procedures
- Troubleshooting procedures
- Practice training
- Pre-requisite: iVotronic Operations Course

iVotronic Poll Worker Training

This course of training will introduce Customer poll workers to the iVotronic voting system. The participant will gain the knowledge, skills, and the abilities to operate Election Systems and Software's iVotronic Touch Screen voting system.

III-I TRAINING COURSE DESCRIPTIONS continued

Topics include:

- An overview of the iVotronic system
- Election Day operations including poll opening and closing and voting procedures
- Troubleshooting procedures

Model 100 Precinct Ballot Counter Voting System

ES&S offers two courses for new Model 100 system customers. Each of these courses provides participants in-depth, hands-on instruction with the Model 100 system.

Model 100 Operations Course

This course of training will introduce Customer Representatives to the Model 100 voting system. The participant will gain the knowledge, skills, and abilities to operate Election Systems and Software's Model 100 voting system.

Topics include:

- An in-depth overview of the Model 100 system
- Pre-election preparation requirements
- Election Day operations and troubleshooting

Model 100 Train the Trainer Course

This course of training will introduce Customer Representatives to the training techniques surrounding the Model 100 voting system. The participant will gain the knowledge, skills, and abilities to train others on operating Election Systems and Software's Model 100 Touch Screen voting system.

Topics include:

- How to Best Train Adults
- Pre-training preparations
- An in-depth overview of the Model 100 system
- Election Day operations including poll opening and closing and voting procedures
- Troubleshooting procedures
- Practice training
- Pre-requisite: Model 100 Operations Course

Model 100 Poll Worker Training

This course of training will introduce Customer poll workers to the Model 100 voting system. The participant will gain the knowledge, skills, and abilities to operate Election Systems and Software's Model 100 voting system.

Additional Model 100 training classes are available to counties and local jurisdictions at the rate of $1,200 per day.

III-I TRAINING COURSE DESCRIPTIONS continued

Topics include:

- An in-depth overview of the Model 100 system
- Election Day operations including poll opening and closing and voting procedures
- Troubleshooting procedures

Model 150 Central Ballot Scanner

ES&S offers one course to new Model 150 voting system customers. This course provides participants in-depth, hands-on instruction with the Model 150 system.

Model 150 Operations Course

This course of training will introduce Customer Representatives to the Model 150 voting system. The participant will gain the knowledge, skills, and abilities to operate Election Systems and Software's Model 150 voting system.

Topics include:

- An in-depth overview of the scanner
- Pre-Election Day preparation requirements
- Election Day operations and troubleshooting

Additional Model 150 training classes are available to counties and local jurisdictions at the rate of $1,200 per day.

Model 550 Central Ballot Scanner

ES&S offers one course to new Model 550 voting system customers. This course provides participants in-depth, hands-on instruction with the Model 550 system.

Model 550 Operations Course

This course of training will introduce Customer Representatives to the Model 550 voting system. The participant will gain the knowledge, skills, and abilities to operate Election Systems and Software's Model 550 voting system.

Topics include:

- An in-depth overview of the scanner
- Pre-Election Day preparation requirements,
- Election Day operations and troubleshooting.

Additional Model 550 training classes are available to counties and local jurisdictions at the rate of $1,200 per day.

Model 650 Central Ballot Scanner

ES&S offers one course to new Model 650 voting system customers. This course provides participants in-depth, hands-on instruction with the Model 650 system.

III-I TRAINING COURSE DESCRIPTIONS continued

Model 650 Operations Course

This course of training will introduce Customer Representatives to the Model 650 voting system. The participant will gain the knowledge, skills, and abilities to operate Election Systems and Software's Model 650 voting system.

Topics include:

- An in-depth overview of the scanner itself
- Pre-Election Day preparation requirements
- Election Day operations and troubleshooting

Additional Model 650 training classes are available to counties and local jurisdictions at the rate of $1,200 per day.

Unity® Election System

ES&S offers courses to new Unity election system customers. These courses provide participants in-depth, hands-on instruction for the proposed Unity modules.

Basics of Election Data Manager Course

This course of training will introduce Customer Representatives to Election Data Manager (EDM), a module within Election Systems & Software's Unity Election System. The participant will gain the knowledge, skills, and abilities to perform basic system functions and to build, maintain, and store all election-related information (i.e., precincts, districts, offices, candidates, referenda) in one database.

Basics of Ballot Image Manager Course

This course of training will introduce Customer Representatives to Ballot Image Manager (BIM), a module within Election Systems & Software's Unity Election System. The participant will gain the knowledge, skills, and abilities to perform basic system functions and to create an election ballot.

Basics of iVotronic Image Manager Course

This course of training will introduce Customer Representatives to iVotronic Image Manager (iVIM), a module within Election Systems & Software's Unity Election System. The participant will gain the knowledge, skills, and abilities to perform basic system functions and to create an iVotronic bitmap election ballot. Procedures for creating iVotronic text ballots are covered in the Basics of Election Data Manager course.

III-I TRAINING COURSE DESCRIPTIONS continued

Basics of Hardware Programming Manager Course
This course of training will introduce Customer Representatives to Hardware Programming Manager (HPM), a module within Election Systems & Software's Unity Election System. The participant will gain the knowledge, skills, and abilities to perform basic system functions and to program the election tabulation hardware with election-specific information from the Unity Election Data Manager.

Basics of Data Acquisition Manager Course
This course of training will introduce Customer Representatives to Data Acquisition Manager (DAM), a module within Election Systems & Software's Unity Election System. The participant will gain the knowledge, skills, and abilities to perform basic system functions and to transmit election results from precincts or regional locations to election central.

Basics of Election Reporting Manager Course
This course of training will introduce Customer Representatives to Election Reporting Manager (ERM), a module within Election System & Software's Unity Election System. The participant will gain the knowledge, skills, and abilities to perform basic system functions and to generate and display customized election reports in either paper or electronic formats. This course is also offered in the WebEx format to those customers only needing training in this specific Unity module.

Additional training classes for the Unity Election System are available to counties and local jurisdictions at the rate of $1,300 per day.

III-J VOTER EDUCATION AND VOTER OUTREACH

ES&S Connect™ Voter Education and Voter Outreach Program

Video shall be made available in both DVD and VHS, however CD-ROM may be considered as an additional option. Our goal is to provide clerks with a training video that can be used to provide basic training information to voters and election officials on the use of the equipment in conformance with the provisions of Michigan election law.

The ES&S Connect™ Voter Education and Voter Outreach Program provides comprehensive information to election officials, poll workers, and the public to assist jurisdictions with the critical task of raising voter awareness.

The program offers the *"election connection"* between election offices and voters to ensure successful elections. The customizable program addresses your essential election management goals, including:

- Educating voters on the use of your new ES&S voting systems
- Training election staff and poll workers on your new ES&S system operation

ES&S Connect Services Overview

ES&S Connect offers a wide variety of services to assist you with creating public awareness to improve voter turnout.

Our services include:

- Building an Action Plan to inform voters of your new ES&S voting systems and the latest election processes
- Demonstrating your new ES&S voting systems to the public with DemoConnect™
- Designing media campaigns aimed at improving voter consciousness and raising voter interest with MediaConnect™
- Revolutionizing your telephone campaigns with CallConnect™
- Ensuring web-enabled voters are provided with current election and voting system information over the internet with WebConnect™
- Voter Education and Voter Outreach Action Planning

The first and most important step in any Voter Education and Voter Outreach Program is a thorough and organized Action Plan. A well-coordinated public information program that recognizes the diversity of your jurisdiction is a *must*, therefore ES&S will partner with local Public Relations firms to tailor a program that fits the needs of your unique electorate.

The ES&S Action Plan is specifically created to reach and educate *all* voters, including first-time voters, non-English speaking citizens, senior citizens and voters with disabilities. The Plan focuses on communicating with media elected and appointed officials, civic organizations, community groups and clubs, large employers, schools, and churches.

III-J VOTER EDUCATION AND VOTER OUTREACH continued

DemoConnect

The world of elections is getting more complex every day. As a result, ES&S custom-designs a large variety of education tools intended to demonstrate ES&S voting technology to voters. Some examples of the support tools ES&S provides are as follows:

"Welcome To Touch Screen Voting" iVotronic Video/DVD

Our "Welcome to Touch Screen Voting" iVotronic Video/DVD is produced to meet your specific iVotronic solution. The video includes instructional topics such as how to operate the iVotronic in Poll Worker Activated mode and Voter Activated mode, and the differences between Text Ballot and Bit Map Ballot applications.
The video may be further customized to incorporate multiple languages. Supported languages include Spanish, Vietnamese, Chinese, Japanese, Creole, Tagalog, Llocano, Korean, and Russian. A traditional VHS format version is available, in addition to the DVD that enables you to place all languages on a single disk.

"1,2,3,Vote!" Poster

Our 23" x 35" full color Touch Screen Voting Voter Education Poster and Mini-Poster easily walks the voter through the four simple steps of voting on the ES&S iVotronic Touch Screen Voting System:

- Activate Ballot
- Select Candidate
- Review Ballot
- Vote

The Optical Scan Ballot Voting Voter Education Poster and Mini-Poster version guides the voter through the steps in paper ballot voting.
The posters are available in both Text Ballot and Bit Map Ballot versions, and in a variety of languages.

"1,2,3,Vote!" Palm Cards

The 4" x 6" laminated "1,2,3,Vote!" Palm Cards provide a quick and handy reference tool that can be placed in voting booths for quick access by the voter. The four voting steps are summarized and illustrated in a variety of languages.

Voter Outreach Demonstration Invitation Flyer

With your education tools ready and your Action Plan in place, your next step is to invite the voter to see just how simple the ES&S voting system can be! ES&S creates the right Voter Outreach Flyers and Demonstration Invitations to assist you in reaching both individuals and community groups.

Voter Outreach Promo Items

As part of your Voter Outreach initiative, promotional items such as pens, stickers, and door magnets are provided to help reinforce key program themes and encourage voter participation. ES&S designs item logos and arrange the production and distribution of the items you choose.

III-J VOTER EDUCATION AND VOTER OUTREACH continued

MediaConnect
Key to large voter turnouts is awareness of registration deadlines and election dates. With MediaConnect™ you are able to communicate all relevant election information to the public, professionally and effectively.

"Register and Vote" 30-Second TV Public Service Announcement (PSA)
In our 30-second Public Service Announcement, voters travel through a colorful time-line of important events in American history. The PSA reinforces how essential it is to register to vote because "Your Future Depends On It." The closing slides are personalized to present your registration deadline and election dates. Local jurisdiction and election official names can also be added to the closing PSA acknowledgement. If desired, a multilingual 30-second TV PSA version may be created to meet media market needs.

Voter Outreach Print & Venue Ads
Whether it is a reminder to "Register & Vote" or an invitation to public voting equipment demonstrations, ES&S works with you to create the perfect message and select the ideal venues to increase voter turnout and awareness. Our custom-designed Print Ads are tailored to deliver the desired message to the right voter segment.

Voter Outreach Direct Mail Pieces
Direct Mail pieces are one of the most effective means of educating voters on new voting systems, and a useful tool in reaching new and non-registered voters. ES&S works with you to build custom mail pieces and coordinate their distribution.

Media Kit
ES&S works with you to develop Media Kits that include such items as boilerplate media releases, basic information on voting equipment, an election events calendar, key contacts, and the importance of voter participation in the election process.

Video News Release
Video News Releases are an invaluable source of providing visual support for your Voter Outreach efforts. Video News Releases may be used as a collateral presentation tool for community and event outreach initiatives, and have been very effectively used in a TV media format.

CallConnect
The ES&S CallConnect service allows you to customize each and every Voter Outreach telephone campaign for maximum impact. Whether you need to contact one hundred people or one million, CallConnect delivers results – quickly and consistently.

CallConnect helps you achieve a level of efficiency and versatility that traditional call-campaigns cannot provide, including the ability to deliver a consistent message with every call, receive immediate feedback from recipients, monitor results, and edit calling programs over the Internet.

III-J VOTER EDUCATION AND VOTER OUTREACH continued

The system is capable of recognizing the difference between live recipients and answering machines, and it delivers the appropriate message accordingly. It also schedules future calls for those that could not be reached.

With CallConnect, you increase your call volume and achieve higher response rates. In addition, customers have the ability to transfer to a live operator should they have questions or need assistance.
Key system features include:

- Automated messaging with fully interactive options, customized for your jurisdiction
- Web-based tools for scheduling calls and loading broadcast call lists
- Web-based tools for editing program features and viewing reports
- Delivery window scheduling by destination time zone
- Ten easy-to-configure menu options

WebConnect
To ensure that web-enabled voters are provided with the latest election process and voting system information, ES&S creates your own unique web-link that may be posted on your jurisdiction web-site. This custom URL instantly connects your voters to an ES&S-hosted web-site that provides the visitor with an interactive “How-to-Vote on the iVotronic” Demonstration, as well other registration and voting information that you would like to share with voters.
You are given secure username and password access to the web-link’s Content Management System (CMS), enabling you to add, delete, and revise the content of your custom WebConnect web-link at any time.

ES&S Connect Service Levels
Three levels of ES&S Connect Voter Education and Voter Outreach Program services are available.

Level I Services
The ES&S Level I services are provided to our clients free of charge. They include a standard Voter Education and Voter Outreach Action Plan, as well as samples of our service items to reference should you wish to locally create, produce, and print their own solutions. Samples are provided from DemoConnect, MediaConnect, CallConnect and WebConnect.

Level II Services
The Level II Service offering provides *full* Voter Education and Voter Outreach support on a fee basis.

Key benefits of this offering include:

- Multiple language support, as required
- Customized design and production of any Level I Voter Education and Voter Outreach media items (listed in the previous section of this document)
- Voter Education and Voter Outreach Action Planning
- Voter Outreach Event Planning and Coordination, to include services such as public demonstrations, event presence, and youth vote sessions

III-J VOTER EDUCATION AND VOTER OUTREACH continued

- PR/Media Relations training for election officials
- Media Planning/Placement coordination

Level III Services

Should you desire to locally outsource a limited production of Level I service items, ES&S provides generic audio, video and print content to your local marketing firm for customization and editing activities. This service is available on a fee basis.

III-K RISK MANAGEMENT PLAN

This Risk Management Plan summary provides you with a list of potential risks and actions you can take to reduce the associated impact. In our plan summary, ES&S includes typical, potential risk situations such as:

- Risks from tampering
- Theft
- System failure
- System error
- Memory overload
- Power failure
- Telephone connection problems
- Inclement weather
- Election judge or clerk error
- Technological risk (the risk of employing obsolete or unproven technologies)
- Impact on employees (the effect that contracting will have on government employees)
- Resistance (the amount of opposition to change in service delivery)
- Administrative error

Risk management planning applies to voting system implementations in several ways. Initially, conventional risk management strategies are appropriate as applied to the hardware, software, and procedures inherent in the voting system to be implemented. However, this conventional application of associated generic systemic risk does not address the capabilities of the voting system supplier. And a strong case can be made that it is the latter's demonstrated capability or lack thereof that can present the greatest risk to successful system implementation.

At a minimum, a jurisdiction should confirm a supplier's references in accounts that are comparable in size as well as administrative complexity to their own. There is no substitute for demonstrated, verifiable past performance. It is also critical that a supplier not be judged solely by any inadvertent mistakes that may have occurred during a system implementation, but rather what did they do to remedy the error. Was their response timely? Did they allocate the proper resources to redress the problem in such a way as to prevent recurrence? These are the types of questions that a jurisdiction undertaking a major voting system implementation must answer prior to evaluating a supplier's qualifications.

Like many clients' defined "risk management items," comprehensive prior planning, and contingency plans will almost totally eliminate risk. Proper, comprehensive system implementation planning has been frequently demonstrated to be the best voting system risk prevention management tool.

The following is a list that addresses the contract's risk management issues.

Risk: Tampering
Mitigation Effort:
While system tampering is remotely possible, the series of pre-election tests that the voting system elements undergo and the redundancy of ballot images written in multiple locations, make this a minimal risk. To effectively tamper with the voting system requires a fairly large conspiracy as well as substantial sums of money.

Additionally, the internal election administrative procedures associated with the proposed voting system are not made public. This procedural and operational confidentiality presents a huge barrier to tampering. In terms of calculated vandalism and/or destruction directed against a polling place, about the only defense against this is future deterrence through vigorous prosecution. The risk of tampering, while present, is best managed by adherence to established state and county procedures.

Risk: Theft
Mitigation Effort:

While theft may occur, it is far more likely to occur in a warehouse equipment storage environment than at the polling place on Election Day. Again, the best way to avoid the risk is to vigorously prosecute violators.

Warehouse theft is far more probable, however, our voting system's components are specialized in nature and are not in demand as discounted stolen goods. Prudent warehouse and computer room security measures make the threat of theft a minimal risk.

Risk: System Failure
Model 100 Precinct Ballot Counter
Model 650 Central Ballot Counter
iVotronic ADA DRE Touch Screen System
Mitigation Effort:
State of Michigan Voting Systems

- The Model 100 Precinct Ballot Counter for Election Day Voting.
- The Model 650 Central Ballot Counter for absentee mail ballots' tabulation.
- The iVotronic ADA DRE Touch Screen system for Election Day Voting.

This distribution of tabulating resources and/or methodologies reduces the risk of system failure to a more than acceptable level. Model 100 Precinct Ballot Counter: The Model 100 system performs self-diagnostics upon startup. There are many self-checks that are intrinsic in unit operation that reduce the amount of testing required for normal use.

III-K RISK MANAGEMENT PLAN continued

Many of these self-checks are performed as part of the power-up sequence. These include validation of the memory checksums for each program section, election parameter section and results section, which includes verifying that the checksums are unchanged from their previous value when the unit was powered off. Failure of any part of the test will prevent the start of normal operation.

Other checks are performed as part of the unit operation. As each ballot is read, the unit uses the start and stop bars printed on the ballot to perform a full test of all read head sensors in each active column just prior to and immediately after reading all voting positions.

If any read head fails the test (for example, it does not see both dark and light), an error message will occur and the ballot will not be tabulated. Certain checksum validation is performed after each ballot is read. All checksums are also validated prior to printing a poll results report after the polls are closed. If any unit begins to fail during ballot processing, error messages are displayed that indicate the problem.

The Model 100 back-up and recovery subsystem provides back up in the event of a power or machine failure. The Model 100 system includes a 12-volt sealed lead-acid battery that requires no special maintenance.

The battery obtains its charge automatically from the system power supply. It provides complete protection from power failure and allows up to six hours of normal operation in the event of a power failure. Vote tally and audit logs are stored on an SRAM PCMCIA Card (Memory Card). While inside the Model 100 unit, the PCMCIA card receives electricity from the counter's power supply.

If a tabulator begins to fail on Election Day, a trained technician replaces the unit by transferring the memory card to a back-up unit. When the card is removed from the Model 100 system or if a power failure occurs, it receives power from an internal battery.

To prevent delay in voting, the Model 100 ballot box is designed with an Auxiliary Ballot Compartment that can be used for the storage of uncounted voted ballots. Election officials process these ballots once a back-up unit has been installed. All of these events are recorded on the internal audit log of the PCMCIA Card.

Model 650 Central Ballot Counter: The Model 650 firmware contains extensive diagnostic capabilities for the testing of all-major subsystems and assemblies. When the Model 650 system is powered on, a "Power Up Reset" report is generated on the printer. This report contains some information of what the system is looking for when it is powered up. This includes "memory required" information. If memory required does not match or exceed memory seen, an error is generated. The report also verifies the system ID number, that the disk drive is present and operating, and that the printer is present and operating. Also, since the RAM section is volatile, totals must be set to zero before ballots can be scanned.

III-K RISK MANAGEMENT PLAN continued

This process of zeroing totals maps and runs a test of the RAM to verify that it is good and operating correctly. There are also several “Diagnostic Modes” which can be utilized during the counting of ballots.

Diagnostic reporting is available to show the ballot image and vote distribution by ballot in both online and test modes. In the online mode, the normal vote tally is completed, and then the ballot image is printed.

In the diagnostic test mode the indicator lamps may be checked, the ballot feed operation may be adjusted and the sensor read operation verified, without changing the current totals at all. The ballot image and vote distribution reports may also be generated but without being added to the totals. The audit log clearly shows when this mode is in effect.

Logic & Accuracy testing is performed to prove that the election-specific software and hardware being used to tally ballots for a particular election is correct and accurate. The test exercises two critical components. The first is the election-specific program logic. This is the component that defines by precinct and oval response positions all valid races, candidates, and issues appearing on the ballots.

In addition, program logic determines other election parameters such as; the objective to test the ability of the hardware to accurately see all ballot encoding and to detect the absence or presence of a voter’s mark on the ballot. This test is accomplished by processing a group of pre-marked and audited ballots through each scanner before and after ballot tabulation. The test totals are compared to the audited test results to ensure that the program is logical and the hardware is accurate.

The test deck is assembled by marking ballot sets of each type and style from all precincts participating in the election.

These samples are pulled from the actual ballot production runs, checked for correctness, and voted in a pattern that will exercise all parameters to be tested. The Model 650 system is generally programmed for all precincts running in the election and should be tested with a full range of ballots. These tests should be performed as soon as the ballots and programs are ready to detect any problems as early as possible.

iVotronic System: Election Day voter ballot images are stored in individual DRE units in three independent, redundant ballot image audit trails, which provide multiple election record redundancies.

III-K RISK MANAGEMENT PLAN continued

At the close of Election Day voting, the ballot images are collected from the voter terminals using the Supervisor PEB and are electronically transmitted to Election Central. Voter ballot images now reside on the voter terminals, in the Supervisor PEB and in the Election Central Network. Within the Voter Terminals, the ballot images are stored in three independent memories. Finally, results can be printed directly from terminals using
Communication Packs.

Thus, the iVotronic system provides multiple election result accumulation options should tally systems fail. Additionally, the redundancy inherent in the proposed Election Central results accumulation network configuration greatly reduces the risk of total system failure. No single Election Central network component failure will compromise the performance of the accumulation and reporting system. That is, multiple units for all mission critical functions have been configured into the proposed network solution.

Risk: Communications services provider failure
Mitigation Effort: Local phone service failure backup plans are formulated with the communication services provider.

Risk: System Errors
Mitigation Effort: Results accumulation network errors occur from time to time. These errors can occur on either network vendor supplied software or voting system supplied application software. In either case, error recovery documentation should be sufficient enough to effect system recovery. However, should the documentation prove insufficient, on-site technicians can address the error(s). This presumes that the extensive pre-election testing process has failed to uncover any system errors. The proposed voting system contains sufficient documentation to make the risk inherent in this item acceptable.

Risk: Memory Overload
Mitigation Effort: The proposed ES&S voting system solution is configured in such a way that memory overload is not an issue nor will it be an issue for the foreseeable future. In the highly unlikely event that either the voting appliance or the results accumulation network memory faces a potential “overload,” additional memory expansion media can be added to eliminate this risk.

Risk: Power Failure
Implementation of the foregoing precautions makes the risk of power failure acceptable.
Mitigation Effort: The risk of inadvertent power loss is addressed in both the proposed voting appliance and the results accumulation network hardware to include the high-speed absentee ballot tabulation units. Each iVotronic system has an integral, internal backup battery unit that ensures continued voting during an unexpected power interruption. Each Results Accumulation Network Workstation and server should be connected to an uninterrupted power supply unit that provides at least 20 to 30 minutes of continued operation during an unanticipated power interruption. The facility that houses the Results Accumulation Network should ideally be connected to a backup generator that supplies power during power outages.

III-K RISK MANAGEMENT PLAN continued

Risk: Telephone Connection Problems
Mitigation Effort: Thorough system stress testing prior to the election should uncover any telephone line problems, and allow time for their correction. However, on election-night telephone connection problems can occur during modem transmission of polling place results from either the individual polling place or a remote transmission site serving multiple precincts. Initially, the user attempts a retransmission a prescribed number of times. However, if this continually fails, then the intermediate storage medium that contains the precinct's results should be brought to a backup results transmission facility that has been identified as an integral part of the results transmission plan.

Risk: Inclement Weather
Mitigation Effort: Inclement weather should have little effect on the proposed voting system. Voters may have difficulty reaching the polls, which could affect voter turnout. Inclement weather on Election Night can also affect poll workers returning equipment and supplies should driving conditions be hazardous. If intermediate precinct results storage media (such as PEBs), are scheduled for delivery to a series of remote result transmission sites; inclement weather could delay this delivery. The risk of inclement weather primarily involves the safety of poll workers and others who are working on the election. Delayed reporting of results can, and has been attributed, to the weather with little criticism leveled at the election authority

Risk: Poll Worker
Mitigation Effort: While a poll worker could inadvertently make an error with the proposed voting system, the error would not cause a fatal system failure. Inadvertent polling place, worker errors occur at every election irrespective of the voting system used. The best defense against polling place worker error is comprehensive precinct worker training that clearly and graphically depicts the procedures to be used on Election Day.

The risk of inadvertent poll worker error can be managed to acceptable levels through the implementation of a comprehensive training program.

Risk: Technological Risk (the risk of employing obsolete or unproven technologies)
Mitigation Effort: The proprietary nature of the proposed voting appliance considerably reduces this risk. Additionally, the proposed Unity suite of application software operates in the industry standard Windows environment. This RFP addresses proposed voting system estimated life cycles in another section of this RFP proposal. The foregoing places technological risk at more than acceptable levels.

Risk: Impact On Employees (the effect that contracting will have on government employees)
Mitigation Effort: The proposed voting system, per se, should have little impact on government employees from a contracting standpoint since the State is not in the business of manufacturing. In other words, any product or service that the State needs, they normally contract for with an outside vendor. State government employees can provide assistance to outside contractors or vendors supplying specific products or services that are only available outside the State.

III-K RISK MANAGEMENT PLAN continued

Risk: Resistance (amount of opposition to change in service delivery)
Mitigation Effort: The risk inherent in change is directly proportional to how well the State's employees and electorate are kept informed about all elements of the proposed voting system change. An aggressive, widespread voter education campaign coupled with informative State employee orientation meetings goes a long way toward minimal risk associated with resistance to a voting system change.
If the approach is positive and informative, the change will proceed with a minimal amount of resistance.

Risk: Administrative Error
Mitigation Effort: A comprehensive implementation plan and schedule that adheres to all State deadlines and procedures reduce risk of inadvertent administrative error. Weekly status reports measuring progress toward and attainment of critical system implementation milestones must be an integral part of the implementation plan. The constant sharing of information and the benchmarking of installation progress is essential to project success. Adherence to prudent project management techniques makes the risk of administrative error acceptable.

III-L PROJECT CONSTRAINTS

The complexities of this project include transitioning 83 counties and their respective jurisdictions from their existing system to a system, which is HAVA compliant and meets the Michigan Public Act 91 of 2002 requirements.

The State currently has 8 different types of systems in use ranging from paper ballot to arrow based optical scan precinct counters. The transition to a uniform system requires revision of the election processes and procedures, and a well thought out training program and voter education program.

Our experience in providing comprehensive solutions and working with all levels of government ensures the State of Michigan that ES&S has the expertise to identify constraints within this implementation. ES&S can also develop plans to address project constraints as part of our Project Management Approach.

Initial Constraints
Based on our experience in the State of Michigan and our review of the State's ITB, ES&S has identified initial constraints as:

- Funding
- Project Timeline – Countywide Implementation Plan
- Project Timeline – Approval of Plan and release of funds to counties
- Training Program
- Modem Transmission from the Polls

ES&S addresses each of these initial constraints with our management approach solution as follows:

Project Constraint: Funding

Availability of funding to meet the objectives and timeframes established by the State's ITB for implementation of:

- Phase I – 63 Counties / 1604 precinct count optical scan tabulators, EMS software, and project management.
- Phase II – 62 Counties / 2, 983 precinct count optical scan tabulators, EMS software and project management.
- Phase III – 5,100 HAVA compliant ADA units.
- Additional purchase – 501 precinct count tabulators for absentee voter ballots and EMS software for the larger cities and townships with the State.

Management Approach:
ES&S will work with the State / Counties to ensure timely delivery and installation of all counties according to our agreed upon timeline. ES&S has installed systems in the states of Oklahoma, Hawaii and Rhode Island with optical scan technology. All of these implementations were installed on time and within the budget. ES&S has provided optical scan products in the State since the early 90's. Consequently, ES&S has intimate knowledge of election law and state requirements for successful implementation.

Project Constraint: Project Timeline – Countywide Implementation Plan
Timely submission of countywide implementation plans by the 83 counties.
Management Approach: As needed and or authorized, ES&S will assist the counties and their respective jurisdictions by providing any additional information which may assist the county in developing their implementation plan inclusive of:

- System quantities review
- Number of backup units recommended
- Software requirements
- Compliance with third party hardware specifications
- Project management requirements

Project Constraint: Project Timeline – Approval of Plan and release of funds to counties
Management Approach: ES&S will work with the State / Counties to provide timely delivery, installation and acceptance testing in preparation for the November 2004 General Election.

Project Constraint: Timely approval of county implementation and awarding of funds in order to ensure system delivery, installation and acceptance testing no later than April 1, 2004 for 1st election use November 2004 General Election.
Management Approach: Our previous large implementation experience allows us to deploy trained resources to address the specific tasks based on defined implementation and testing procedures and checklists.

Project Constraint: Training Program
Ensuring that poll workers attend the precinct counter operations training class in preparation for 1st election use. Allowing sufficient time to keep the class sizes to an average of 50 poll workers to provide a hands-on training environment.
Management Approach: Our experience in developing and implementing poll worker training programs provides us insight into what type of program works best for this

audience. Our program has to get their attention, get them comfortable with the new system, and provide them the confidence they need to conduct their first election. Our Project Management Approach includes the development and implementation of a State specific "Train-the-Trainer" poll worker "hands-on" training program that confirms that election officials sufficiently comprehend system operations, voter education, and election day procedures.

Project Constraint: Modem Transmission from the Polls
Our experience has been that not all polls are equipped to provide modem transmission capability on election day.
Management Approach: During the system implementation phase, ES&S recommends the county conduct a poll site survey to confirm:

- Availability of phone lines in the poll location.
- Phone line verification for compliance with the ES&S modem device being used.
- Confirmation and documentation of dialing prefix, voicemail enabled, and phone line location, analog/digital, etc.

At the same time the communication test is performed, County personnel should also

- Measure the poll location
- Verify and label electrical outlets
- Verify, test, and label the phone location
- Verify handicapped accessibility

This information is used to diagram the poll location equipment setup and it also becomes part of the poll location data sheet for the location.

III-M PRINTER CERTIFICATION

The chosen vendor will qualify the printers who the State feels will best fit and are most capable of handling the printing of the ballots. The state will not mandate who is allowed to print ballots.

Michigan election law does not require counties or local jurisdictions to contract solely with vendor-approved printers for the production of ballots. Each vendor shall maintain a list of qualified printers within the state which shall be available to local jurisdictions. The state will not identify printers of preference.

Discuss the cost and qualification process of ballot printers and compliance with the 45-day deadline on ballot printing. Quality and timely delivery of ballots, and programming are current issues, please discuss how ES&S will address these issues.

The cost for training of a Customer Selected Printer is $5500.00. This price includes the onsite training and the printer kit. After the training is complete the printer will produce sample ballots and send the ballots to ES&S. The ballots are evaluated and after the printer has demonstrated there ability to print within ES&S specifications ES&S will certify that printer to print for the specific county that requested the training.

ES&S currently has five certified printers in Michigan and will continue to work with other printers in the State to ensure the timely delivery of ballots to each of the counties that utilize our tabulation equipment.

Current Certified Printers

PrintCom, Inc. (Jerry Menarick)
Taylor, MI

Printing Services, Inc. (Ed Stevens)
Flint, MI

Inland Press (Bruce Hack)
Detroit, MI

Michigan Election Resources (Jeff Karns)
Kalamazoo, MI

Election Systems & Software (Bryan Hoffman)
Birmingham, AL

III-M PRINTER CERTIFICATION continued

Letter from ES&S to New Printer

FROM: Ron Rauert
11208 John Galt Blvd.
Omaha, Nebraska 68137
Phone - Direct: (402) 593-0101 ext. 1232 Fax: (402) 593-8107
E-mail: rarauert@essvote.com

DATE: July 16, 2004

TO:

CC:

RE: ES&S Ballot Training Program

In becoming a trained ES&S Printer it is important that you realize the great responsibility this work requires for ES&S election customers. It is a specialized application that must be treated as a "Special Project". Customer satisfactions coupled with political ramifications are too intense for us to forget this. You must understand that our business is "not just another print job". ES&S will help you, by providing products and support, to ensure that our customers receive good ballots each and every election.

There are requirements and fees associated with becoming a Trained Ballot Printer. Below, I've listed the steps we require you to follow. It is important that you understand the commitment you are accepting on behalf of ES&S customers, as you complete this process.

1. Preliminary Requirements

The following requirements need to transpire for you to become a Trained Printer.

A) A letter to ES&S from a current ES&S customer requesting that you be contacted about the possibility of becoming trained to print ballots.
B) Every printer will supply to ES&S an updated and complete equipment list for preliminary review to determine if we proceed.
C) A Purchase Order from your company, in a pre-determined amount, that will cover the subscription fee and any additional expenses.
D) You will be required to sign a non-disclosure agreement, before we release proprietary, non-transferable, and confidential information regarding ES&S ballot and printing specifications.
E) Once you receive the ES&S Printer Kit, we will schedule an on-location introduction of Ballot functionality, the Printer Manuals, Quality Assurance tools and the Ballot printing process.

III-M PRINTER CERTIFICATION continued

2. Fees, Products, and Services

A) One-Time Subscription Fee

There will be an initial subscription fee of $2,500 billable by ES&S to the printer. For this, you will receive an ES&S Printer Kit, a one time on-site training session, technical consultation by telephone, and evaluation of printed ballot samples. If the printer is outside the contiguous United States, expenses for training are subject to mutual agreement. Expenses for any additional on-site visits are the responsibility of the printer at our standard hourly rate plus travel and lodging expenses.

B) Printer Kits

The items listed below are a part of the Printer Kit. The Printer Kit has a one-time fee of $3000.00. Upon successful completion of this process, ES&S will acknowledge in writing that you have been introduced to Ballot printing specifications, have provided to ES&S printed ballot samples that meet Ballot Printing specifications, and are prepared to print Ballots consistent with these specifications. A copy of this letter is mailed to the appropriate election customer.

1) Printer Kit for IIIP Eagle and IV-C Ballots

- ES&S Specifications Manual for III PE and IV-C Ballots
- Film - 3 Column Ballot
- Postscript File - 1, 2, and 3 Column Ballot
- Sample - Printed, 1, 2, and 3 Column Ballot
- Sample - 3 Column / 2 Sided Ballot
- Sample - Perforated and Numbered Ballot
- Mylar Overlays - 1, 2, and 3 Column Ballot
- 1000 - 3 Column Ballot Shells for imprinting
- Ballot Width Gauges for each 1, 2 and 3 Column Ballots

2) Printer Kit for Model 100, 115, 150, 315, 350, 550

- ES&S Printer Manual
- Ballot Overlays
- Ballot Gauge for 80 lbs. paper

C.) Certified Ballot Stock and/or Artwork

The Vote Tabulator has been certified by the Federal Election Commission (FEC) to tabulate ballots at high levels of accuracy when using the prescribed ES&S approved paper stock. Ballot shells or pre-coded ballot stock may be purchased through ES&S for each election.

III-M PRINTER CERTIFICATION continued

1.) **ES&S Certified Ballot Shells** - This is Certified Ballot Paper pre-trimmed to specification. The shell will eliminate the need for precision cutting.

2.) **ES&S Certified Stock** - This is ES&S certified ballot stock. With the proper lead-time, this stock can be purchased in variable sheet sizes that fit your presses, allowing for multiple-up printing. This requires that the printer have the proper cutting equipment to both initially square the sheets AND perform final ballot trimming to specifications. We offer this paper through our selected paper merchant.

3.) **Ballot Artwork** - We provide this service so that a trained printer does not have to become an election expert. ES&S can provide artwork meeting the ES&S Ballot Specifications. ES&S staff will work with the customer to collect all pertinent election information. We will lay the ballot out to state, local and technical specifications, generate proofs, make any subsequent changes, and ultimately get final sign-off from our customer. We will then provide camera ready art, negatives **or** a digital PDF file for each needed ballot style. Price will vary with number, size and complexity of styles.

D.) On-Going Support & Service

Technical telephone support by ES&S staff will be provided **(at no additional cost)** to the printer on an on-going basis (election to election), **provided that at least one of the items C1, C2, or C3 are purchased from ES&S per election**. If a printer is not involved with ES&S for any of the items in section C, then any ES&S professional support services are billable at $125.00 per hour (telephone support billable in minimum increments of ¼ hour) and all applicable out-of-pocket expenses (including shipping, mailing, and travel charges when necessary).

If you have any questions regarding the above information, please contact me, or any member of the Ballot Technology Group at 1-402-593-0101.

III-M PRINTER CERTIFICATION continued

Letter from ES&S to Partner Printer

FROM: Ron Rauert
National Vendor Manager
Election Systems & Software

DATE

TO:

CC:

RE: ES&S Ballot Partner Printer Training Program

In becoming a trained ES&S Ballot **Partner Printer** it is important that you realize the great responsibility this work requires for ES&S election customers. It is a specialized application that must be treated as a "Special Project". Customer satisfactions, coupled with political ramifications, are too intense for us to forget this. You must understand that our business is "not just another print job". ES&S will help you, by providing products and support, to ensure that our customers receive good ballots each and every election.

There are requirements associated with becoming a Trained Ballot **Partner Printer**.
I have listed the steps we require you to follow. It is important that you understand the commitment you are accepting on behalf of ES&S customers, as you complete this process.

1. Preliminary Requirements

The following requirements need to transpire for you to become a **Partner Printer**:

A) An ES&S representative will establish discussions with a printer and determine the existence of a mutual interest as a partner in ballot printing.

B) The printer will supply to ES&S a list of equipment necessary to produce ballots.

C) An exploration of pricing, testing electronic imaging, and printing/cutting sample ballots will establish whether the partnership can be mutually profitable.

D) As a prospective partner you will be required to sign a subcontractor agreement, before we release proprietary, non-transferable, and confidential information regarding ES&S ballot and printing specifications.

E) Once you have received the ES&S Printer Kit we will schedule an on-location introduction of Ballot functionality, the Printers Manuals, Quality Assurance Tools and the Ballot printing process.

III-M PRINTER CERTIFICATION continued

2. Fees, Products, and Services

A) One-Time Subscription Fee

The initial subscription fee of $2,500 will be waived. You will receive an ES&S Printer Kit, a one time on-site training session, technical consultation, and evaluation of printed ballot samples. If your printing plant is outside the contiguous United States, expenses for training are subject to mutual agreement. Expenses for any additional on-site visits are subject to mutual agreement.

B) Printer Kits

The Printer Kit may have all or part of the specifications and quality tools necessary to print specific kinds of ballots for various tabulating equipment. The items listed below are a part of the Printer Kit. Upon completion of this training, ES&S will send you a letter of confirmation and Partner Printer status. This letter signals the start of actual ballot orders.

3) Printer Kit for IIIP Eagle and IV-C Ballots

- ES&S Specifications Manual for III PE and IV-C Ballots
- Film - 3 Column Ballot
- Postscript File - 1, 2, and 3 Column Ballot
- Sample - Printed, 1, 2, and 3 Column Ballot
- Sample - 3 Column / 2 Sided Ballot
- Sample - Perforated and Numbered Ballot
- Mylar Overlays - 1, 2, and 3 Column Ballot
- 1000 - 3 Column Ballot Shells for imprinting
- Ballot Width Gauges for each 1, 2 and 3 Column Ballots

4) Printer Kit for Model 100, 115, 150, 315, 350, 550

- ES&S Printer Manual
- Ballot Overlays
- Ballot width gauge for oval ballot production

If the printer is capable of digital (DocuTech) printing, testing on ballot shells will be required.

If you have any questions regarding the above information, please contact me at, 1-402-970-1239

APPENDIX A
HAVA REQUIREMENTS
TITLE III – UNIFORM AND NON-DISCRIMINATORY ELECTION TECHNOLOGY AND ADMINISTRATION REQUIREMENTS

Subtitle A – Requirements

SEC. 301 VOTING SYSTEM STANDARDS

(a) REQUIREMENTS – Each voting system used in an election for Federal office shall meet the following requirements.

(*Readers Note*: *These requirements shall apply to all precinct count optical scan, ABS, and EMS systems and components used in Michigan elections*.)

IN GENERAL

(A) Except as provided in subparagraph (B), the voting system (including any lever voting system, optical scanning voting system, or direct recording electronic system) shall:

- Permit the voter to verify (in a private and independent manner) the votes selected by the voter on the ballot before the ballot is cast and counted;
- Provide the voter with the opportunity (in a private and independent manner) to change the ballot or correct any error before the ballot is cast and counted (including the opportunity to correct the error through the issuance of a replacement ballot if the voter was otherwise unable to change the ballot or correct any error); and
- If the voter selects votes for more than one candidate for a single office (1) notify the voter that the voter has selected more than one candidate for a single office on the ballot; (2) notify the voter before the ballot is cast and counted of the effect of casting multiple votes for the office; and (3) provide the voter with the opportunity to correct the ballot before the ballot is cast and counted.

(B) DOES NOT APPLY IN MICHIGAN

(C) The voting system shall ensure that any notification required under this paragraph preserves the privacy of the voter and the confidentiality of the ballot.

AUDIT CAPACITY

(A) IN GENERAL – The voting system shall produce a record with an audit capacity for such system.

(B) MANUAL AUDIT CAPACITY – The voting system shall produce a permanent paper record with a manual audit capacity for such system. The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced. The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

(This HAVA provision is not addressed in this CONTRACT)

The voting system shall (A) be accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters; (B) satisfy the requirement of sub paragraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and (C) if purchased with funds made available under Title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).

ALTERNATIVE LANGUAGE ACCESSIBILITY

The voting system shall provide alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a)

ERROR RATES

The error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under Section 3.2.1 of the voting systems standards issued by the Federal Election Commission which are in effect on the date of the enactment of this Act.

UNIFORM DEFINITION OF WHAT CONSTITUTES A VOTE (as defined under Michigan Law)

MCL 168.803(2) provides as follows:

If an electronic voting system requires that the elector place a mark in a predefined area on the ballot in order to cast a vote, the vote shall not be considered valid unless there is a mark within the predefined area. A stray mark made within the predefined area is not a valid vote. In determining whether a mark within a predefined area is a stray mark, the board of canvassers or election official shall compare the mark with other marks appearing on the ballot. The secretary of state shall issue instructions relevant to stray marks to ensure the fairness and uniformity of determinations made under this subsection. A secretary of state's instruction relevant to stray marks shall not be applied to a ballot unless the secretary of state issued the instruction not less than 63 days before the date of the election.

VOTING SYSTEM DEFINED

In this section, the term "voting system" means (1) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used (a) to define ballots; (b) to cast and count votes; (c) to report or display election results; and (d) to maintain and produce any audit trail information; and the practices and associated documentation used to (1) identify system components and versions of such components;, (b) test the system during its development and maintenance; (c) maintain records of system errors and defects; (d) to determine specific system changes to be made to a system after the initial qualification of the system; and (e) make available any materials to the voter such as notices, instruction, forms, or paper ballots.

APPENDIX B
Michigan Voting System Approval Process and Technical Requirements

MICHIGAN ELECTION LAW (EXCERPT)

Act 116 of 1954

168.794. Electronic voting systems; definitions

Sec. 794. As used in sections 794 to 799a: [FN1]
(a) "Audit trail" means a record of the votes cast by each voter that can be printed, recorded, or visually reviewed after the polls are closed. The record shall not allow for the identification of the voter.
(b) "Ballot" means a card, ballot label, paper ballot, envelope, or any medium through which votes are recorded.
(c) "Ballot label" means the display or material containing the names of offices and candidates or the questions to be voted on.
(d) "Counting center" means 1 or more locations selected by the board of election commissioners of the city, county, township, village, or school district at which ballots are counted by means of electronic tabulating equipment or vote totals are electronically received from electronic tabulating equipment and electronically compiled.
(e) "Electronic tabulating equipment" means an apparatus that electronically examines and counts votes recorded on ballots and tabulates the results.
(f) "Electronic voting system" means a system in which votes are recorded and counted by electronic tabulating equipment.
(g) "Escrow account" means a third party approved by the Secretary of State for the purpose of taking custody of all source codes, including all revisions or modifications of source codes.
(h) "Source code" means the assembly language or high level language used to program the electronic voting system.
(i) "Voting device" means an apparatus that contains the ballot label and allows the voter to record his or her vote.
(j) "Voting station" means an enclosure provided to ensure ballot secrecy during the voting of the ballot.
(k) "Memory device" means a method or device used to store electronic data.

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990; P.A.1992, No. 8, § 1, Imd. Eff. March 10, 1992.

[FN1] Sections **168.794** to 168.799a.

<General Materials (GM) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1992 Legislation

The 1992 amendment added subd. (k).

1989 Main Volume

Source:
P.A.1954, No. 116, § 794, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.
C.L.1948, § **168.794.** C.L.1970, § **168.794.**

LIBRARY REFERENCES

1989 Main Volume

Elections 222.
WESTLAW Topic No. 144.
C.J.S. Elections § 203.

M. C. L. A. **168.794**
MI ST **168.794**
END OF DOCUMENT

168.795. Specifications for electronic voting systems

Sec. 795. (1) An electronic voting system acquired or used under sections 794 to 799a [FN1] shall meet all of the following requirements:
(a) Provide for voting in secrecy, except in the case of voters who receive assistance as provided by this act.
(b) Permit each elector to vote at an election for all persons and offices for whom and for which the elector is lawfully entitled to vote; to vote for as many persons for an office as the elector is entitled to vote for; and to vote for or against any question upon which the elector is entitled to vote. Except as otherwise provided in this subdivision, the electronic tabulating equipment shall reject all choices recorded on the elector's ballot for an office or a question if the number of choices exceeds the number that the elector is entitled to vote for on that office or question. Electronic tabulating equipment that can detect that the choices recorded on an elector's ballot for an office or a question exceeds the number that the elector is entitled to vote for on that office or question located at each polling place and shall be programmed to reject a ballot containing that type of an error. If a choice on a ballot is rejected as provided in this subdivision, an elector shall be given the opportunity to have that ballot considered a spoiled ballot and to vote another ballot.
(c) Permit an elector, at a presidential election, by a single selection to vote for the candidates of a party for president, vice-president, and presidential electors.
(d) Permit an elector in a primary election to vote for the candidates in the party primary of the elector's choice. Except as otherwise provided in this subdivision, the electronic tabulating equipment shall reject each ballot on which votes are cast for candidates of more than 1 political party. Electronic tabulating equipment that can detect that the elector has voted for candidates of more than 1 political party shall be located at each polling place and programmed to reject a ballot containing that type of an error. If a choice on a ballot is rejected as provided in this subdivision, an elector shall be given the opportunity to have that ballot considered a spoiled ballot and to vote another ballot.
(e) Prevent an elector from voting for the same person more than once for the same office.
(f) Reject a ballot on which no valid vote is cast. Electronic tabulating equipment shall be programmed to reject a ballot on which no valid vote is cast.
(g) Be suitably designed for the purpose used; be durably constructed; and be designed to provide for safety, accuracy, and efficiency.
(h) Be designed to accommodate the needs of an elderly voter or a person with 1 or more disabilities.

(i) Record correctly and count accurately each vote properly cast.
(j) Provide an audit trail.
(k) Provide an acceptable method for an elector to vote for a person whose name does not appear on the ballot.
(*l*) Allow for accumulation of vote totals from the precincts in the jurisdiction. The accumulation software must meet specifications prescribed by the Secretary of State and must be certified by the Secretary of State as meeting these specifications.
(2) Electronic tabulating equipment that counts votes at the precinct before the close of the polls shall provide a method for rendering the equipment inoperable if vote totals are revealed before the close of the polls.

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990; P.A.1992, No. 8, § 1, Imd. Eff. March 10, 1992; P.A.1998, No. 21, Imd. Eff. March 12, 1998; P.A.1999, No. 218, Eff. March 10, 2000; P.A.2002, No. 91, Eff. April 9, 2002.

[FN1] M.C.L.A. §§ 169.794 to 168.799a.

<General Materials (GM) - References, Annotations, or Tables**>**

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1992 Legislation

The 1992 amendment, in the introductory paragraph of subsec. (1), substituted "pursuant to" for "in accordance with"; in subsec. (1)(a), substituted "receive" for "have received"; in subsec. (1)(b), in the second sentence inserted "Except as otherwise provided in this subdivision,", and added the third sentence; in subsec. (1)(e), in the second sentence inserted "Except as otherwise provided in this subdivision,", and added the third sentence; and, in subsec. (1)(h), substituted "June 18, 1990" for "on the effective date of the amendatory act that added this subdivision".

1998 Legislation

P.A.1998, No. 21, in subsec. (1)(h), substituted "elderly voter or a person with 1 or more disabilities" for "elderly or handicapped voter".

For contingent effect provisions of P.A.1998, No. 21, see the Historical and Statutory Notes following § 168.29.

1999 Legislation

P.A.1999, No. 218, inserted subsec. (1)(*l*).

For effective date provisions of P.A.1999, No. 218, see the Historical and Statutory Notes following § 168.624.

2001 Legislation

This section was amended by P.A.2001, No. 269, Eff. March 22, 2002, suspended pending result of the Nov. 5, 2002, election on a referendum petition on that act. The referendum on P.A.2001, No. 269, was rejected by the voters at the Nov. 5, 2002, election.

For effective date provisions of P.A.2001, No. 269, see the Historical and Statutory Notes following § 168.31.

2002 Legislation

For contingent effect and effective date provisions of P.A.2002, No. 91, see the Historical and Statutory Notes following M.C.L.A. § 168.2.

1989 Main Volume

Source:
P.A.1954, No. 116, § 795, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.
C.L.1948, § **168.795.**
C.L.1970, § **168.795.**

LIBRARY REFERENCES

1989 Main Volume

Elections 222.
WESTLAW Topic No. 144.
C.J.S. Elections § 203.

M. C. L. A. **168.795**
MI ST **168.795**
END OF DOCUMENT

168.795a. Electronic voting systems, approval by Board of State Canvassers, conditions; approval, requirements; field test; intent to purchase statement; instructions for local officials; disapproval

Sec. 795a. (1) An electronic voting system shall not be used in an election unless it is approved by the Board of State Canvassers as meeting the requirements of sections 794 and 795 and instructions regarding recounts of ballots cast on that electronic voting system that have been issued by the Secretary of State, unless section 797c has been complied with, and unless it meets 1 of the following conditions:
(a) Is certified by an independent testing authority accredited by the National Association of State Election Directors and by the Board of State Canvassers.
(b) In the absence of an accredited independent testing authority, is certified by the manufacturer of the voting system as meeting or exceeding the performance and test standards referenced in subdivision (a) in a manner prescribed by the Board of State Canvassers.
(2) The vendor or representative seeking approval of an electronic voting system shall do all of the following:
(a) Deposit with the Secretary of State a nonrefundable application fee of $1,500.00 for a new voting system and a fee of $500.00 for an upgrade to any existing system.
(b) File with the Secretary of State a list of all states in which the voting system has been approved for use. This list shall state how long the system has been used in the state and shall disclose any reports compiled by any state or local government concerning the performance of the system. The vendor shall remain responsible for filing this information on an ongoing basis.
(c) File with the Secretary of State copies of all standard contracts and maintenance agreements used in connection with the sale of the voting system. All changes to standard contracts and maintenance agreements shall be filed with the Secretary of State.
(d) Pay the cost for any field test required by the Board of State Canvassers.
(e) State the number of voters each component of the voting system can process per hour under each of the following circumstances:
(*i*) An election in which there are 10 or fewer items to be voted on the ballot by each voter.

(*ii*) An election in which the ballot consists of the number of items typically voted on at a presidential general election in this State.
(3) The Board of State Canvassers shall conduct a field test of all new voting systems as part of the certification process. The field test shall involve Michigan electors and election officials in simulated election day conditions. The test shall be designed to gauge voter reaction to the system, problems that voters have with the system, and the number of voting stations required for the efficient operation of an election based upon the vendor's statement provided under subsection (2)(e).
(4) The Board of State Canvassers shall approve an electronic voting system for use in this State only if it meets the conditions of subsection (1) except that in an emergency situation that threatens the ability of a county, city, or township to conduct a scheduled election, the Board of State Canvassers may approve a correction of software or firmware after testing the software or firmware performance.
(5) If an electronic voting system is approved for use before January 1, 1997 by the Board of State Canvassers, it may be used in an election. However, if the electronic voting system has its software or firmware improved or changed, the system shall comply with the requirements of subsection (1).
(6) After an electronic voting system is approved, an improvement or change in the electronic voting system shall be submitted to the Board of State Canvassers for approval pursuant to this section. This subsection does not apply to the technical capability of a general purpose computer, reader, or printer to electronically record and count votes.
(7) A county, city, township, village, or school district shall file "an intent to purchase statement" with the Secretary of State 30 days before any purchase agreement is made to purchase a new voting system. The Secretary of State shall provide all information concerning the operation of the voting system in Michigan or any other state to the local unit of government within 25 days after receiving the "intent to purchase statement".
(8) The Secretary of State shall instruct local election officials regarding the operation and use of an approved electronic voting system in order to carry out the purposes of sections 794 to 799a and the rules promulgated pursuant to sections 794 to 799a.
(9) If the Board of State Canvassers determines that an electronic voting system that was approved under subsection (1) no longer meets the requirements described in that subsection, the Board of State Canvassers may disapprove that voting system. An electronic voting system that has been disapproved by the Board of State Canvassers under this subsection shall not be used in an election, unless it is reapproved by the Board of State Canvassers under subsection (1).

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990; P.A.1992, No. 8, § 1, Imd. Eff. March 10, 1992; P.A.1995, No. 261, § 1, Eff. March 28, 1996; P.A.1996, No. 583, § 1, Eff. March 31, 1997; P.A.1998, No. 215, Imd. Eff. July 1, 1998.

<General Materials (GM) - References, Annotations, or Tables**>**

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1992 Legislation

The 1992 amendment inserted the subsection numbering; in subsec. (1), added the third sentence; and added subsec. (2).

1995 Legislation

The 1995 amendment, in subsec. (1), in the first sentence added "and instructions regarding recounts of ballots cast on that electronic voting system that have been issued by the Secretary of State".

1996 Legislation

The 1996 amendment rewrote this section, which prior thereto read:

"(1) An electronic voting system shall not be used in an election unless it is approved by the Board of State Canvassers as meeting the requirements of sections 794 and 795 and instructions regarding recounts of ballots cast on that electronic voting system that have been issued by the Secretary of State. After an electronic voting system is approved, an improvement or change in the electronic voting system shall be submitted to the Board of State Canvassers for approval pursuant to this section. This subsection does not apply to the technical capability of a general purpose computer, reader, or printer to electronically record and count votes.

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

1998 Legislation

P.A.1998, No. 215, added subsec. (2)(e); and, in subsec. (3), in the third sentence added "based upon the vendor's statement provided under subsection (2)(e)".

1989 Main Volume

Source:
P.A.1954, No. 116, § 795a, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.
C.L.1948, § **168.795a.**
C.L.1970, § **168.795a.**

NOTES OF DECISIONS

Approval 1
Instructions 2

1. Approval

School board was not required to obtain approval of Secretary of State before using voting machine in school bond referendum; as machine was electronic, board of canvassers were required to approve machines, and blanket approval for machines in question had been issued by Board of State Canvassers. Vorva v. Plymouth-Canton Community School Dist. (1998) 584 N.W.2d 743, 230 Mich.App. 651, appeal denied 589 N.W.2d 780, 459 Mich. 926.

Alleged noncompliance with requirement that electronic voting machine be resubmitted for approval by State Board of Canvassers, when changes were made in machine, did not mandate holding of new referendum of school bond issue when votes were tallied on noncompliant machines; change was unrelated to ability of voter to cast his vote. Vorva v. Plymouth-Canton Community School Dist. (1998) 584 N.W.2d 743, 230 Mich.App. 651, appeal denied 589 N.W.2d 780, 459 Mich. 926.

2. Instructions

Board of canvassers was not empowered to order new special election to vote on school bond issue, based on claim that votes were unnecessarily invalidated due to improper instruction in use of voting machines; local canvassers did not have responsibility for quality of instructional material accompanying machines, which was responsibility of Secretary of State. Vorva v. Plymouth-Canton Community School Dist. (1998) 584 N.W.2d 743, 230 Mich.App. 651, appeal denied 589 N.W.2d 780, 459 Mich. 926.

M. C. L. A. **168.795a**

MI ST **168.795a**
END OF DOCUMENT

168.795b. Ballot labels, materials, form, contents; electronic tabulation

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

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990.

<General Materials (GM) - References, Annotations, or Tables**>**

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1989 Main Volume

Source:
P.A.1954, No. 116, § 795b, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.
C.L.1948, § **168.795b.**
C.L.1970, § **168.795b.**

M. C. L. A. **168.795b**
MI ST **168.795b**
END OF DOCUMENT

Parts of ballots, differentiation; voting straight party ticket or split ticket

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

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990.

<General Materials (GM) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

2001 Legislation

This section was amended by P.A.2001, No. 269, Eff. March 22, 2002, suspended pending result of the Nov. 5, 2002, election on a referendum petition on that act. The referendum on P.A.2001, No. 269, was rejected by the voters at the Nov. 5, 2002, election.

For effective date provisions of P.A.2001, No. 269, see the Historical and Statutory Notes following § 168.31.

1989 Main Volume

Source:
P.A.1954, No. 116, § 795c, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.
C.L.1948, § **168.795c.**
C.L.1970, § **168.795c.**

M. C. L. A. **168.795c**
MI ST **168.795c**
END OF DOCUMENT

168.797c. Results of votes cast, tabulation by computer program; source code of program; nondisclosure of proprietary information

Sec. 797c. A person or company providing a computer program that examines, counts, tabulates, and prints results of the votes cast by a voter on an electronic voting system shall place in an escrow account a copy of the source code of the program and any subsequent revisions or modifications of the source code. The Secretary of State or an authorized agent of the Secretary of State shall agree to use the information

contained in the source code solely for the purpose of analyzing and testing the software and shall not disclose proprietary information to any other person or agency without the prior written consent of the vendor.

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990.

<General Materials (GM) - References, Annotations, or Tables**>**

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1989 Main Volume

Source:
P.A.1954, No. 116, § 797c, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.
C.L.1948, § **168.797c.**
C.L.1970, § **168.797c.**

M. C. L. A. **168.797c**
MI ST **168.797c**
END OF DOCUMENT

APPENDIX C

Number of Precincts in Phase I (Numbers are approximate)

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Alcona	14	AVM	27	9274
Total	***14***		***27***	***9274***
Alger	3	AVM	7	2512
	10	Paper	33	3457
Total	***13***		***40***	***5969***
Allegan	1	AVM	4	1861
Total	***1***		***4***	***1861***
Alpena	3	AVM	8	3297
	1	Paper	1	183
	2	Printer AVM	5	2488
	6	Punch Card	66	8505
Total	***12***		***80***	***14473***
Arenac	1	AVM	2	564
	1	Paper	1	256
	2	Printer AVM	4	1187
Total	***4***		***7***	***2007***
Baraga	4	Printer AVM	5	2286
Total	***4***		***5***	***2286***
Benzie	9	AVM	21	6349
	11	Printer AVM	20	5742
Total	***20***		***41***	***12091***
Branch	6	AVM	16	3798
	4	Printer AVM	8	4436
Total	***10***		***24***	***8234***
Calhoun	1	Printer AVM	3	801
Total	***1***		***3***	***801***
Cass	3	AVM	8	3566
Total	***3***		***8***	***3566***
Charlevoix	21	Punch Card	87	19719
Total	***21***		***87***	***19719***
Cheboygan	1	AVM	2	310
	1	Paper	2	188
	12	Printer AVM	19	5202
Total	***14***		***23***	***5700***

APPENDIX C

Number of Precincts in Phase I (Numbers are approximate)

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Chippewa	3	Paper	8	663
Total	***3***		***8***	***663***
Clare	27	Punch Card	119	22436
Total	***27***		***119***	***22436***
Crawford	11	Punch Card	52	11766
Total	***11***		***52***	***11766***
Eaton	2	Paper	8	1054
	8	Printer AVM	32	12816
	16	Punch Card	153	26227
Total	***26***		***193***	***40097***
Emmet	22	Punch Card	100	22630
Total	***22***		***100***	***22630***
Gladwin	21	Punch Card	78	22189
Total	***21***		***78***	***22189***
Grand Traverse	1	Paper	1	278
Total	***1***		***1***	***278***
Gratiot	6	AVM	19	6608
	3	Paper	11	1285
	1	Printer AVM	2	1270
	3	Punch Card	24	5338
Total	***13***		***56***	***14501***
Hillsdale	4	AVM	10	8473
	20	Printer AVM	58	21567
Total	***24***		***68***	***30040***
Houghton	7	AVM	11	3836
	4	Paper	10	607
	8	Printer AVM	14	6070
Total	***19***		***35***	***10513***
Huron	5	AVM	10	2617
	5	Paper	14	1141
	1	Printer AVM	2	389
Total	***11***		***26***	***4147***
Ingham	139	Punch Card	850	199801
Total	***139***		***850***	***199801***

APPENDIX C

Number of Precincts in Phase I (Numbers are approximate)

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Ionia	25	Printer AVM	72	29705
Total	***25***		***72***	***29705***
Iosco	23	Punch Card	90	23450
Total	***23***		***90***	***23450***
Iron	1	Paper	2	94
Total	***1***		***2***	***94***
Isabella	28	Punch Card	173	37834
Total	***28***		***173***	***37834***
Jackson	1	AVM	3	1535
Total	***1***		***3***	***1535***
Kalamazoo	109	Punch Card	686	166290
Total	***109***		***686***	***166290***
Kalkaska	1	AVM	7	3614
	1	Paper	3	215
	11	Printer AVM	21	8418
Total	***13***		***31***	***12247***
Kent	128	Punch Card	843	167095
Total	***128***		***843***	***167095***
Lake	19	Punch Card	53	8098
Total	***19***		***53***	***8098***
Lapeer	12	Punch Card	96	18587
Total	***12***		***96***	***18587***
Lenawee	16	AVM	46	21432
Total	***16***		***46***	***21432***
Livingston	24	Punch Card	183	41552
Total	***24***		***183***	***41552***
Mackinac	5	Paper	12	1163
Total	***5***		***12***	***1163***
Macomb	87	AVM	272	97331
	7	Punch Card	49	11039
Total	***101***		***347***	***108370***
Manistee	7	AVM	17	4964
	2	Paper	5	752
Total	***9***		***22***	***5716***

APPENDIX C

Number of Precincts in Phase I (Numbers are approximate)

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Marquette	8	Paper	33	2004
	3	Printer AVM	7	2494
	7	Punch Card	68	13035
Total	***18***		***108***	***17533***
Mason	26	Punch Card	122	19939
Total	***26***		***122***	***19939***
Menominee	22	AIS	103	17251
Total	***22***		***103***	***17251***
Midland	50	Punch Card	279	63479
Total	***50***		***279***	***63479***
Missaukee	17	Punch Card	57	9726
Total	***17***		***57***	***9726***
Montcalm	36	AVM	71	31310
	7	Printer AVM	16	7817
Total	***43***		***87***	***39127***
Montmorency	2	Paper	5	613
	1	Printer AVM	5	1519
Total	***3***		***10***	***2132***
Muskegon	15	AVM	58	23786
Total	***15***		***58***	***23786***
Newaygo	5	AVM	14	1902
	4	Paper	9	889
	2	Printer AVM	5	1248
	1	Punch Card	6	1257
Total	***12***		***34***	***3394***
Oakland	16	AVM	39	17563
	2	Paper	4	373
	50	Punch Card	233	62515
Total	***68***		***276***	***80451***
Oceana	12	AVM	35	12632
	2	Paper	6	1693
	4	Printer AVM	9	3666
Total	***18***		***50***	***17991***

APPENDIX C

Number of Precincts in Phase I (Numbers are approximate)

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Ogemaw	22	Punch Card	63	11540
Total	***22***		***63***	***11540***
Osceola	9	AVM	20	7387
	2	Paper	7	580
	1	Printer AVM	2	525
Total	***12***		***29***	***8492***
Oscoda	9	Punch Card	37	6829
Total	***9***		***37***	***6829***
Presque Isle	18	Punch Card	66	11066
Total	***18***		***66***	***11066***
Roscommon	1	AVM	2	220
	1	Printer AVM	2	295
Total	***2***		***4***	***515***
Saginaw	1	Paper	2	43
	1	Printer AVM	4	1443
Total	***2***		***6***	***1486***
St. Joseph	4	AVM	20	8855
Total	***4***		***20***	***8855***
Shiawassee	7	AVM	26	10236
	1	Printer AVM	2	780
Total	***8***		***28***	***11016***
Tuscola	3	AVM	12	3266
	1	Punch Card	6	811
Total	***4***		***18***	***4077***
Van Buren	9	AVM	26	12348
	20	Printer AVM	60	32342
	1	Shoup	4	2300
Total	***48***		***90***	***46990***
Washtenaw	22	Punch Card	172	32087
Total	***22***		***172***	***32087***
Wayne	118	Punch Card	655	119405
	77	Shoup	323	93943
Total	***217***		***978***	***213348***

APPENDIX C

Number of Precincts in Phase I (Numbers are approximate)

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Wexford	2	AVM	4	730
	1	Paper	2	137
Total	***3***		***6***	***867***

State Total (63 Counties)	***1604***		***9055***	

Precinct totals should be used as estimates only. Data is based on the 2002 Precinct Report. Some upper peninsula counties use a central count optical scan system. When the jurisdictions that use a central count system are identified, they will be moved to Phase I.

APPENDIX D

Number of Precincts in Phase II (Numbers are approximate)

County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
Alger	1	Accuvote	3	1072
Total	***1***		***3***	***1072***
Allegan	36	Accuvote	288	59106
	4	Optech	24	5052
Total	***40***		***271***	***64185***
Alpena	6	Accuvote	18	8750
Total	***6***		***18***	***8750***
Antrim	1	Accuvote	10	1319
	15	Optech	45	15744
Total	***16***		***55***	***17063***
Arenac	2	Accuvote	10	1543
Total	***2***		***10***	***1543***
Baraga	2	Accuvote	6	3331
Total	***2***		***6***	***3331***
Barry	24	Accuvote	129	37058
Total	***24***		***129***	***37058***
Bay	69	Optech	464	82368
Total	***69***		***464***	***82368***
Berrien	69	Accuvote	568	113057
Total	***69***		***568***	***113057***
Branch	7	Optech	46	12338
Total	***7***		***46***	***12388***
Calhoun	56	Optech	411	88789
Total	***56***		***411***	***88789***
Cass	10	Accuvote	71	15205
	5	Optech	34	7519
Total	***15***		***105***	***22724***
Cheboygan	11	Accuvote	54	13615
Total	***11***		***54***	***13615***
Chippewa	14	Accuvote	97	20905
Total	**14**		***97***	***20905***
Clinton	2	Accuvote	18	3308
	26	Optech	196	39975
Total	***29***		***214***	***44538***
Delta	14	Accuvote	65	15644
Total	***14***		***65***	***15644***
Dickinson	17	Accuvote	124	21260
Total	***17***		***124***	***21260***

APPENDIX D

Number of Precincts in Phase II (Numbers are approximate)

County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
Eaton	22	Accuvote	161	35531
Total	***22***		***161***	***35531***
Gogebic	12	Accuvote	77	13937
Total	***12***		***77***	***13937***
Grand Traverse	34	Accuvote	191	56400
Total	***34***		***191***	***56400***
Gratiot	5	Accuvote	19	4108
	11	Optech	27	5541
Total	***16***		***46***	***9649***
Hillsdale	1	Unilect	4	1174
Total	***1***		***4***	***1174***
Houghton	13	Accuvote	72	11427
Total	***13***		***72***	***11427***
Huron	14	Optech	71	17225
Total	***14***		***71***	***17225***
Ingham	1	Accuvote	5	1259
Total	***1***		***5***	***1259***
Ionia	1	Accuvote	12	2493
Total	***1***		***12***	***2493***
Iron	13	Accuvote	40	7766
Total	***13***		***40***	***7766***
Jackson	30	Accuvote	149	48210
	36	Optech	219	48996
Total	***66***		***368***	**97206**
Kalamazoo	1	Accuvote	5	1368
Total	***1***		***5***	***1368***
Kent	123	Optech	893	188335
	15	Unilect	62	21382
Total	***138***		***955***	***209717***
Keweenaw	5	Accuvote	16	1780
Total	***5***		***16***	***1780***
Lapeer	21	Accuvote	172	34684
Total	***21***		***172***	***34684***
Leelanau	5	Accuvote	33	7085
Total	***5***		***33***	***7085***

APPENDIX D

Number of Precincts in Phase II (Numbers are approximate)

County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
Lenawee	8	Accuvote	53	16095
	6	Optech	63	13398
	4	Unilect	30	5858
Total	***18***		***146***	***35351***
Livingston	11	Accuvote	60	20044
Total	***11***		***60***	***20044***
Luce	5	Accuvote	20	4507
Total	***5***		***20***	***4507***
Mackinac	8	Accuvote	32	4498
Total	***8***		***32***	***4498***
Macomb	124	Accuvote	732	175821
	31	Optech	223	52069
Total	***155***		***955***	***227890***
Manistee	1	Accuvote	2	714
Total	***1***		***2***	***714***
Marquette	10	Accuvote	87	20972
Total	***10***		***87***	***20972***
Mecosta	22	Microvote	76	25813
Total	***22***		***76***	***25813***
Monroe	62	Accuvote	417	108535
Total	***62***		***417***	***108535***
Montmorency	4	Accuvote	27	4462
Total	***4***		***27***	***4462***
Muskegon	42	Optech	294	70042
Total	***42***		***294***	***70042***
Newaygo	16	Optech	126	22845
Total	***16***		***126***	***22845***
Oakland	57	Accuvote	325	82525
	406	Optech	2741	674196
Total	***463***		***3066***	***756721***
Ogemaw	4	Accuvote	4	5944
Total	***4***		***4***	***5944***
Ontonagon	14	Accuvote	30	6390
Total	***14***		***30***	***6390***
Osceola	1	Optech	2	1680
Total	***1***		***2***	***1680***
Otsego	13	Accuvote	89	19095
Total	***13***		***89***	***19095***

APPENDIX D

Number of Precincts in Phase II (Numbers are approximate)

County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
Ottawa	104	Optech	640	163129
Total	***104***		***640***	***163129***
Roscommon	8	Accuvote	77	14916
Total	***8***		***77***	***14916***
Saginaw	65	Optech	422	106514
Total	***65***		***422***	***106514***
St. Clair	29	Accuvote	240	48765
	31	Optech	208	52183
Total	***60***		***448***	***100948***
St. Joseph	16	Accuvote	113	29721
Total	***16***		***113***	***29721***
Sanilac	30	Optech	145	30570
Total	***30***		***145***	***30570***
Schoolcraft	8	Accuvote	27	4144
Total	***8***		***27***	***4144***
Shiawassee	16	Accuvote	111	22729
	8	Optech	70	12783
Total	***24***		***181***	***35512***
Tuscola	22	Optech	142	31138
Total	***22***		***142***	***31138***
Washtenaw	46	Accuvote	355	76460
	58	Optech	358	99538
Total	***104***		***713***	***175998***
Wayne	86	Accuvote	520	117345
	776	Optech	5637	850183
	59	Unilect	262	74092
Total	***921***		***6419***	***1041620***
Wexford	17	Accuvote	99	21153
Total	***17***		***99***	***21153***

State Total ***(62 Counties)***	***2983***		***19734***	

The number of precincts and voting stations are from the 2002 Precinct Report, these totals may change as we get more information.

APPENDIX E

State of Michigan Bureau of Elections Standard Precinct File Layout*

A standard comma-separated values (csv) file with quoted strings is used to report vote totals. Field names are *not* expected in the first row. Small Integer datatypes hold numbers up to 32,767.

One file per county named thusly: <county name>.csv, i.e. *ingham.csv* would be the expected filename for a file containing Ingham county's precinct election results. The layout of this file follows (**except for the *first* line, see Election.txt below)**:

Field #	Field	Field Type	Data Description
Field #1	Election Year	Small Integer	1998, 2000, etc.
Field #2	Election Type	3 Character String	"PRI","GEN"
Field #3	Office Code	Small Integer	Matches office code list. Zero for poll book total.
Field #4	District Code	5 Character String	Matches office/district code list. Zero-filled for poll book total.
Field #5	Status Code	Small Integer	Matches status code list. Zero for poll book total.
Field #6	County Code	Small Integer	Matches county code list.
Field #7	City/Township Code	Small Integer	Matches county/city/township list.
Field #8	Ward/District Number	Small Integer	Numeric designation for wards. Also called "districts" in Detroit City.
Field #9	Precinct Number	Small Integer	Numeric precinct identifier. Absentee Voter Counting Boards (AVCB) are designated by a number > 900. i.e. the first AVCB in this precinct is 901, the second is 902, etc. The only exception to this rule is for Detroit City, where a Ward/District # (Field#8) of 1 signifies a grouping of ALL AVCB's, then the AVCB # is stored in Field #9 and numbered sequentially from 1.
Field #10	Precinct Alpha Identifier	Up to 10 Character String	"A", "B", often used to designate "split" precincts, or to further identify a precinct. **This is the ONLY field that is NOT required to contain a value!**
Field #11	Candidate ID#	Integer	Matches election candidate listing. May contain *negative* integers. Zero for poll book total.
Field #12	Number of Votes	Integer	Precinct vote total or poll book total.

*APPENDIX E is subject to change. All approved contractors will be notified of any changes to the file layout.

APPENDIX E
State of Michigan Bureau of Elections Standard Precinct File Layout

To aid in the creation of the above file, the Bureau will provide the following csv text files of data at election time for reference/import.

Null values will be designated #NULL#.

Basic knowledge of relational databases will be very useful in using the following files to create the desired final data file.

The layouts of these files are as follows:

Election Header File (ELECTION.TXT) Contains 1 row only.

Field #1	Election Year	Small Integer	1998, 2000, etc.
Field #2	Election Type	3 character string	“PRI”,”GEN”
Field #3	Election Date	Date	Date of Election
Field #4	Dump Timestamp	DTM	Date/Time stamp making the exact time this data was created. Poss. useful to store and reference back to see if Bureau has subsequent data dumps with changes, corrections to data.

The first row of your incoming file should contain this line from our Election.txt file, exactly as is! This will allow us to know which data dump of ours you processed from. All subsequent rows we receive should adhere to the incoming data layout previously described.

Candidate Listing File (CANDLIST.TXT)

Field #	Field	Field Type	Data Description
Field #1	Election Year	Small Integer	1998, 2000, etc.
Field #2	Election Type	3 character string	“PRI”,”GEN”
Field #3	Office Code	Small Integer	Matches office code list.
Field #4	District Code	5 character string	Matches office/district code list.
Field #5	Status Code	Small Integer	Matches status code list. Office Code, District Code and Status Code together uniquely define an “office”.
Field #6	Candidate ID# or Ballot Proposal option #	Integer	May contain *negative* integers.

APPENDIX E

State of Michigan Bureau of Elections Standard Precinct File Layout

Field #	Field	Field Type	Data Description
	Office Detail	Up to 255 character string	Full Ballot Description of Candidate's sought office. Composite description constructed from office code, district code and status code. This information is redundant (will repeat) with respect to candidates.
Field #8	Party Code	3 character string	Matches political party list.
Field #9	Candidate Last Name	Up to 40 character string	Candidate's last name as shown on ballot *or* Ballot Proposal option ("Yes", "No").
Field #10	Candidate First Name	Up to 32 character string	Candidate's first name as shown on ballot.
Field #11	Candidate Middle Name	Up to 32 character string	Candidate's middle name/initial as shown on ballot.
Field #12	Open Seats	Small integer	Number of open positions in this office/district/status code combination. This information is redundant (will repeat) with respect to candidates.

County Codes (COUNTY.TXT)

Field #	Field	Field Type	Data Description
Field #1	County Code	Small Integer	Bureau assigned State of Michigan county code. 83 total counties.
Field #2	County Name	Up to 64 character string	"ALCONA", "ALGER", etc.

Office Codes (OFFICES.TXT)

Field #	Field	Field Type	Data Description
Field #1	Office Code	Small integer	Bureau assigned Office Code.
Field #2	Office Name	Up to 80 character string	Long string description of office.

Office/District Codes (OFFDIST.TXT)

Field #	Field	Field Type	Data Description
Field #1	Office Code	Small Integer	Bureau assigned Office Code.

APPENDIX E
State of Michigan Bureau of Elections Standard Precinct File Layout

Field #	Field	Field Type	Data Description
Field #2	District Code	5 character string	District Code uniquely defining the specified district *within office.*
Field #3	District Name	Up to 80 character string	District Name

Status Codes (STATUS.TXT)

Field #	Field	Field Type	Data Description
Field #1	Status Code	Small Integer	Bureau assigned office status code.
Field #2	Status Description	Up to 80 character string	Description of office status.

Political Party Codes (PARTY.TXT)

Field #	Field	Field Type	Data Description
Field #1	Party Code	5 character string	Bureau assigned Political Party code for the selected election.
Field #2	Party Name	Up to 48 character string	Long string description of political party. i.e. “U.S. Taxpayer’s Party”

City/Township Codes (CITYTOWN.TXT)

Field #	Field	Field Type	Data Description
Field #1	County Code	Small Integer	Bureau assigned State of Michigan county code. Matches County Codes list.
Field #2	City/Township Code	Small Integer	Bureau assigned State of Michigan city/township code within county.
Field #3	City/Township Name	Up to 64-character string.	Official name of city or township.
Field #4	City/Township Designation	1 character string.	“C” = City “T” = Township

APPENDIX F
COST PROPOSAL FORM
Page 1 of 3

Price Breakdown – Mandatory Items	Model/ Version	A. Unit Price (ea.)	B. Unit Price (ea.) Including G and A	C. Performance Guarantee		
				Performance Bond Cost per Unit	Insurance Cost per Unit	Other Solution Cost per Unit
Precinct Count Optical Scan voting system tabulator with modem, ballot box and two(2) PCMCIA cards	Model M100	$5,528.00 (see Appendix G, Page 1 of 2)	$5,528.00 (see Appendix G, Page 1 of 2)	$233	None	None
County based Election Management System (EMS)	UNITY	$0	$0	$0	--	--
Jurisdiction based Election Management System (EMS)	UNITY	$0	$0	$0	--	--

Price Breakdown – Optional Items	Model/Version	Unit Price (ea.)
Central Count Optical Scan voting system Absentee Ballot System (ABS) tabulator with modem, ballot box and memory device	Model M650	$30,000 - up to 20,000 Registered Voters $40,000 – over 20,000 Registered Voters $65,000 – over 100,000 Registered Voters
Voting Booth	Model VI	$160
Approved Ballot Storage Container	Secrecy Sleeve	$2.50 (Other containers are available as set forth in our January 27, 2004 Price Clarifications Response)
Memory Device	PCMCIA Card	$98
Memory Device Transport Container		$10 to $12 each, subject to approval by the Department of Elections
Extra Optical Scan Tabulators	Model M100	$4,492 (includes base price of $3,925, 3 year warranty and shipping. Purchase of additional units will not result in an increase in post warranty EMS maintenance fees)
Jurisdiction based Election Management System (EMS)		
Note: pricing for the Optional items (other than the Model M100) does not include shipping.		

Optional Post Warranty Maintenance	Year 1	Year 2	Year 3	Year 4	Year 5
Annual maintenance price per Precinct Count Optical Scan unit	$133	$137	$142	$147	$153
Annual maintenance price per EMS	$88	$88	$91	$94	$97
Annual maintenance price per High Speed ABS	$2,000	$2,072	$2,144	$2,216	$2,300

APPENDIX F
COST PROPOSAL FORM
Page 2 of 3

Ballot Printing Costs, (price per ballot):

2004

Volume	100	500	1000	5000	10000	25000	50000	10000(	500000
State General Election Ballot	.85	.55	.45	.45	.43	.42	.42	.40	.40
State Primary Election Ballot	.85	.55	.43	.43	.40	.40	.38	.38	.38
Local General Election	.65	.35	.25	.22	.22	.22	.19	.19	.19
Local Primary Election	.65	.35	.25	.22	.22	.22	.19	.19	.19

2006

Volume	100	500	1000	5000	10000	25000	50000	100000	500000
State General Election Ballot	.85	.55	.45	.45	.43	.42	.42	.40	.40
State Primary Election Ballot	.85	.55	.43	.43	.40	.40	.38	.38	.38
Local General Election	.65	.35	.25	.22	.22	.22	.19	.19	.19
Local Primary Election	.65	.35	.25	.22	.22	.22	.19	.19	.19

2008

Volume	100	500	1000	5000	10000	25000	50000	100000	500000
General Election Ballot	.85	.55	.45	.45	.43	.42	.42	.40	.40
Primary Election Ballot	.85	.55	.43	.43	.40	.40	.38	.38	.38
Local General Election	.65	.35	.25	.22	.22	.22	.19	.19	.19
Local Primary Election	.65	.35	.25	.22	.22	.22	.19	.19	.19

Note: Per unit ballot cost based upon ballot styles as supplied in the RFP. Costs include shipping.

APPENDIX F
COST PROPOSAL FORM
Page 3 of 3

Tabulator Programming Costs:

Election Year	2004	2006	2008
State General Election			
Per Precinct	$16.00	$17.00	$18.00
Per Contest	$16.00	$17.00	$18.00
Per Candidate	$10.00	$10.50	$11.00
Per Ballot Style	$16.00	$17.00	$18.00
Per PC Card	$8.00	$8.50	$9.00
Subject to minimum:			
One precinct	$350.00	$370.00	$390.00
Two precincts	$500.00	$530.00	$560.00
Three or more precincts	$750.00	$790.00	$830.00
State Primary Election			
Per Precinct	$16.00	$17.00	$18.00
Per Contest	$16.00	$17.00	$18.00
Per Candidate	$10.00	$10.50	$11.00
Per Ballot Style	$16.00	$17.00	$18.00
Per PC Card	$8.00	$8.50	$9.00
Subject to minimum:			
One precinct	$350.00	$370.00	$390.00
Two precincts	$500.00	$530.00	$560.00
Three or more precincts	$750.00	$790.00	$830.00
Local General Election			
Per Precinct	$16.00	$17.00	$18.00
Per Contest	$16.00	$17.00	$18.00
Per Candidate	$10.00	$10.50	$11.00
Per Ballot Style	$16.00	$17.00	$18.00
Per PC Card	$8.00	$8.50	$9.00
Subject to minimum:			
One precinct	$350.00	$370.00	$390.00
Two precincts	$500.00	$530.00	$560.00
Three or more precincts	$750.00	$790.00	$830.00
Local Primary Election			
Per Precinct	$16.00	$17.00	$18.00
Per Contest	$16.00	$17.00	$18.00
Per Candidate	$10.00	$10.50	$11.00
Per Ballot Style	$16.00	$17.00	$18.00
Per PC Card	$8.00	$8.50	$9.00
Subject to minimum:			
One precinct	$350.00	$370.00	$390.00
Two precincts	$500.00	$530.00	$560.00
Three or more precincts	$750.00	$790.00	$830.00

Programming Cost Pricing is based upon:

Ballots styles supplied in RFP

Tabulator Programming Costs represent “not to exceed” pricing for the elections and years indicated.

ES&S will agree to program the first two even-numbered year elections free of charge for each jurisdiction in which ES&S equipment is utilized.

All pricing submitted shall be extended to county and local governments.

APPENDIX G

UNIT PRICE BREAKDOWN – Optical Scan Tabulators

Page 1 of 2

Item	Sub Item	Potential Quantity	Price Breakdown	Unit Price
Optical Scan Tabulators		5,200	$28,745,600	$5,528
	Initial Acquisition Cost			
	Contracting Time			
	State		$0	$0
	County		$0	$0
	Hardware		$20,410,000	$3,925
	Software		$0	$0
	Warranty		$2,860,000	$550
	Documentation		$0	$0
	Training		$1,142,400	$220
	Performance Guarantee (as per Addendum 4)		$1,211,600	$233
	Implementation Cost			
	Project Management		$2,743,800	$528
	Logistics			
	Transportation		$88,400	$17
	Receiving		$5,200	$1
	Unpacking		Incl in Receiving	$0
	Removal of Packaging		Incl in Receiving	$0
	Configuration		$0	$0
	Testing		$714,000	$137
	Installation		Incl in Installation	$0
	Training Time & Travel		Incl in Training	$0
	Other			
	Election Day Support		$2,917,200	$561
	Services Discount		$(2,957,000)	$(569)
	Other Discount		$(390,000)	$(75)

Note: The above pricing includes election support services for the elections in the first two even numbered election years, or a total of 4 elections. The following charges for election support services will apply to elections in 2005 and 2007:

2005: Please refer to Appendix K

2007: ES&S will provide services to the County at their request at our then current rates, not to exceed $1,300 per day.

APPENDIX G
UNIT PRICE BREAKDOWN - EMS

Item	Sub Item	Potential Quantity	Price Breakdown	Unit Price
EMS Software		83	$0	$0
	Initial Acquisition Cost			
	Contracting Time		$0	$0
	State		$0	$0
	County		$0	$0
	Hardware		$0	$0
	Software		$0	$0
	Warranty		$0	$0
	Documentation		$0	$0
	Training		$0	$0
	Performance Guarantee		$0	$0
	Implementation Cost		$0	$0
	Project Management		$0	$0
	Logistics		$0	$0
	Transportation		$0	$0
	Receiving		$0	$0
			$0	$0
			$0	$0
	Configuration		$0	$0
	Testing		$0	$0
	Installation		$0	$0
	Training Time & Travel		$0	$0
	Other		$0	$0

APPENDIX H
TRAINING MATRIX
Page 1 of 8

This matrix represents the minimum guarantees for training provided to the State and jurisdictions. All costs shall be included in Appendix G. Refer to Section III-I for Training Course Descriptions for additional training and associated costs.

State Level

Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
TABULATORS--Initial Technical Training	1	4 hrs	20	Yes, 16 hours, 20 participants	Yes	Participant Course Evaluation	Yes
TABULATORS--Election Day Training Procedural	**Included in Initial Technical Training**					Participant Course Evaluation	Yes
Election Management System (EMS) Software: Initial Training	1	40 hrs	10	No	For certain modules such as HPM	Participant Course Evaluation	N/A
Election Management System (EMS) Software: Election Day Training	Note:1	*	*	*	*	*	*

APPENDIX H
TRAINING MATRIX
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County Level

Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
TABULATORS--Initial Technical Training	0	0					
TABULATORS--Election Day Training Procedural	0	0					
Election Management System (EMS) Software: Initial Training	82	40 hrs	10	No	No	Participant Course Evaluation	N/A
Election Management System (EMS) Software: Election Day Training	Note 1	*	*	*	*	*	*

APPENDIX H
TRAINING MATRIX
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Jurisdiction Level - 600 Precincts

Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
TABULATORS--Initial Technical Training	1	4 hrs	20	Yes, 16 hours, 20 participants	Yes	Participant Course Evaluation	Yes
TABULATORS--Election Day Training Procedural	Included in Initial Technical Training					Participant Course Evaluation	Yes
Election Management System (EMS) Software: Initial Training	1	40 hrs	10	No	For certain modules such as HPM	Participant Course Evaluation	N/A
Election Management System (EMS) Software: Election Day Training	Note 1	*	*	*	*	*	*

APPENDIX H
TRAINING MATRIX
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Jurisdiction Level - 100 Precincts

Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
TABULATORS--Initial Technical Training	1	4 hrs	20	Yes, 16 hours, 20 participants	Yes	Participant Course Evaluation	Yes
TABULATORS--Election Day Training Procedural	Included in Initial Technical Training					Participant Course Evaluation	Yes
Election Management System (EMS) Software: Initial Training	1	40 hrs	10	No	For certain modules such as HPM	Participant Course Evaluation	N/A
Election Management System (EMS) Software: Election Day Training	Note 1	*	*	*	*	*	*

APPENDIX H
TRAINING MATRIX
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Jurisdiction Level - 5 Precincts

Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
TABULATORS--Initial Technical Training	1	4 hrs	20	Yes, 16 hours, 20 participants	Yes	Participant Course Evaluation	Yes
TABULATORS--Election Day Training Procedural	Included in Initial Technical Training					Participant Course Evaluation	Yes
Election Management System (EMS) Software: Initial Training	1	16 hrs	10	No	No	Participant Course Evaluation	N/A
Election Management System (EMS) Software: Election Day Training	Note 1	*	*	*	*	*	*

APPENDIX H
TRAINING MATRIX
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Pollworker Training

Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
TABULATORS--Initial Technical Training	178*	16hrs	20	This is Train The Trainer	No	Course Completion	Yes
TABULATORS--Election Day Training Procedural	Included in the Initial Technical Training						
Election Management System (EMS) Software: Initial Training	0	N/A	N/A	N/A	N/A	N/A	N/A
Election Management System (EMS) Software: Election Day Training	0	N/A	N/A	N/A	N/A	N/A	N/A

Note 1: ES&S does not provide election day training for our EMS. All training on the functionality and use of our EMS is included in the Initial Training. Please note that ES&S will be available on election day to support the County and any questions/issues they may have in the use of our EMS.

APPENDIX H
TRAINING MATRIX
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Additional Questions

1. Describe your plans for assisting local and county election officials in the training for election inspectors within 20 days prior to an election pursuant to Michigan Election Law.	In response to the State's ITB, ES&S will provide assistance with poll worker training prior to the Primary and General elections during the first year. Training Sessions will begin within 20 days prior to an election and will be scheduled as closely as possible to the election to improve retention of instructions and to provide time for appropriate development and testing of procedural guidance.
2. Describe your plans for providing post delivery training referenced in "Section II-D DELIVERABLES, 2. c. Training and User Information" required within 30 days following delivery.	In preparation for the November 2004 General Election and as part of system implementation, ES&S will provide training following the finalization of the service contract and the delivery and installation of the equipment. Please refer to the ES&S Training Approach included in Section III-H.
3. Describe the types of voter education training materials that you will provide as required in Section III-C TASKS in the ITB. Please indicate when these materials will be provided.	While ES&S offers a variety of Voter Connect Services, the Voter Education Program begins by building an Action Plan. The Plan focuses on communicating with media, elected and appointed officials, civic organizations, community groups and clubs, large employers, schools, and churches. ES&S will work with local Public Relations firms to tailor a program that fits the needs of each unique electorate. Please refer to Section III-J Voter Education and Voter Outreach for additional information.

APPENDIX H
TRAINING MATRIX
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Poll Worker Training is similarly derived and is set at 178 two-day sessions for Phase I and Phase II. This was derived as follows:

Phase I count set at 2 sessions/county, except Wayne County @ 4 sessions.
Phase II count was for 2 sessions per each county not included in Phase I, plus extra training for McComb (2 sessions), Oakland (4 sessions), and Wayne (6 sessions).

Phase I: 62 counties X 2 sessions/county, + 4 sessions for Wayne = 128 sessions.
Phase II: 19 counties X 2 sessions/county, + 2 sessions (McComb) + 4 sessions (Oakland) +6 sessions (Wayne) = 50 sessions

Phase I + Phase II = 128 + 50 two-day sessions = 178 two-day sessions

APPENDIX I
PROJECT MANAGEMENT MATRIX
Page 1 of 1

The State presumes project management resources will differ based on the size of county. This matrix represents the minimum commitments for the following county examples.

County Size	Minimum number of contractor staff hours	Minimum number of contractor staff persons (FTE's)	Time Lapse of initial implementation project plan (Start date - end date)
Small County (Example - Schoolcraft Co.)	3 Days / 24 Hours	1 for the time allotted	60 to 90 days minimum for any project.
Medium County (Example - Ingham Co.)	75 Days / 600 hours total	1 for the time allotted	75 to 90 days for this size of project
Large County - (Example - Oakland Co.)	230 Days / 1840 hours total	2 people for the time allotted	110 to 140 days for this size of project
Please note that the information above is for project management services only, and reflects the project management services associated with the implementation of the equipment and election support. Other services being provided to the State (acceptance testing, training, election support) are not included in the information above.			

APPENDIX J
ELECTION COST SCENARIOS

Instructions for filling out APPENDIX J. The intent of Appendix J is to derive a total cost of ownership together with the cost of running an election with optical scan equipment and EMS software. **Fill in all un-shaded boxes, to include the "Other Costs" box if necessary.**

Each county and jurisdiction listed is assumed to have one copy of EMS software and one tabulator per precinct. List all costs for each county and jurisdiction per election year as a total cost, not as a per tabulator cost or a per ballot cost.

Counties are responsible for printing costs for the 2004 and 2008 general elections; cities are responsible for programming costs. For the 2007 city election, cities are responsible for both printing and programming costs. Using this as the criteria, enter only costs that accrue to the county in the county section, and enter only costs that accrue to the city in the city section.

Printing and programming costs for the General Elections should be based on the general election ballot used at the oral demonstration. Printing costs for the City Election should be based on the city election ballot handed out at the pre-bid meeting.

*Other costs: Include, and itemize on a separate sheet if necessary, any other mandatory items/costs (not listed) necessary to administer an election using a precinct based optical scan voting system. Do not include other "optional" items/costs already listed in Appendix F.

APPENDIX J
ELECTION COST SCENARIOS
Page 1 of 7

Note: This Cost Proposal Form reflects the following: (a) the March 4, 2004 Price Negotiations Meeting; (b) performance bond requirements as set forth in Addendum 4 issued March 19, 2004; (c) the State will prepay 2 years of post warranty EMS Maintenance & Support as part of the acquisition cost of the system; (d) Appendix K; and (e) an increase from 5,100 units to 5,200 units

Large County/Large City **Fill in un-shaded boxes**

County/ City	Tabulators				Cost Item	Initial Acquisition Cost	On Going Costs			
							2004 General Election	Post Warranty		
	Precincts	AVCBs	Backup	Total				2007 City Election	2008 General Election	
Wayne Co.	1229	113	69	1411	Tabulators	$7,611,456				Note 1
1,368,000 Reg voters					Election Management System Software	$0				Note 1
					Vendor Contracted Programming					
889,200 Ballots					Vendor Contracted Ballot Printing		$355,680		$355,680	Note 2
					Optional Post Warranty Tabulator Maintenance					
					EMS Annual License Fee		$0	$0	$0	Note 3
					Other Costs (Mandatory Items)*	$0	$0	$0	$0	Note 4
					Total Acquisition Cost	$7,611,456				
					Total County Election Cost		$355,680	$0	$355,680	

APPENDIX J

ELECTION COST SCENARIOS

Page 2 of 7

County	Precincts	AVCBs	Backup	Total Tabulators	Cost Item	Initial Acquisition Cost	On Going Costs			
City of Detroit	620	50	6	676	Tabulators	$0				**Note 1**
630,000 Reg voters					Election Management System Software	$0				**Note 1**
					Vendor Contracted Programming		$0			**Note 5**
409,500 Ballots					Vendor Contracted Ballot Printing			$77,805		**Note 2**
					Optional Post Warranty Tabulator Maintenance			$89,908	$92,612	
					EMS Annual License Fee		$0	$0	$0	**Note 3**
					Other Costs (Mandatory Items)*	$0	$0	$0	$0	**Note 4**
					Total Acquisition Cost	$0				
					Total City Election Cost		$0	$167,713	$92,612	**Note 5**

APPENDIX J
ELECTION COST SCENARIOS
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Medium County/Medium City **Fill in un-shaded boxes**

County	Precincts	AVCBs	Backup	Total Tabulators	Cost Item	Initial Acquisition Cost	On Going Costs			
							2004 General Election	Post Warranty		
								2007 City Election	2008 General Election	
Kalamazoo Co.	110	4	5	119	Tabulators	$648,508				Note 1
168,000 Reg voters					Election Management System Software	$0				Note 1
					Vendor Contracted Programming					
109,200 Ballots					Vendor Contracted Ballot Printing		$43,680		$43,680	Note 2
					Optional Post Warranty Tabulator Maintenance					
					EMS Annual License Fee		$0	$0	$0	Note 3
					Other Costs (Mandatory Items)*	$0	$0	$0	$0	Note 4
					Total Acquisition Cost	$648,508				
					Total County Election Cost		$43,680	$0	$43,680	

APPENDIX J

ELECTION COST SCENARIOS

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County	Precincts	AVCBs	Backup	Total Tabulators	Cost Item	Initial Acquisition Cost	On Going Costs			
City of Kalamazoo	26	2	2	30	Tabulators	$0				Note 1
48,000 Reg voters					Election Management System Software	$0				Note 1
					Vendor Contracted Programming		$0			Note 5
31,200 Ballots					Vendor Contracted Ballot Printing			$5,928		Note 2
					Optional Post Warranty Tabulator Maintenance			$3,990	$4,110	
					EMS Annual License Fee		$0	$0	$0	Note 3
					Other Costs (Mandatory Items)*	$0	$0	$0	$0	Note 4
					Total Acquisition Cost	$0				
					Total Election Cost		$0	$9,918	$4,110	Note 5

APPENDIX J

ELECTION COST SCENARIOS

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Small County/Small City **Fill in un-shaded boxes**

County	Precincts	AVCBs	Backup	Total Tabulators	Cost Item	Initial Acquisition Cost	On Going Costs			
							2004 General Election	Post Warranty		
								2007 City Election	2008 General Election	
Cheboygan Co.	29	0	2	31	Tabulators	$169,296				Note 1
21,000 Reg voters					Election Management System Software	$0				Note 1
					Vendor Contracted Programming					
13,650 Ballots					Vendor Contracted Ballot Printing		$5,733		$5,733	Note 2
					Optional Post Warranty Tabulator Maintenance					
					EMS Annual License Fee		$0	$0	$0	Note 3
					Other Costs (Mandatory Items)*	$0	$0	$0	$0	Note 4
					Total Acquisition Cost	$169,296				
					Total County Election Cost		$5,733	$0	$5,733	

APPENDIX J

ELECTION COST SCENARIOS

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County	Precincts	AVCBs	Backup	Total Tabulators	Cost Item	Initial Acquisition Cost	On Going Costs			
City of Cheboygan	4	0	0	4	Tabulators	$0				**Note 1**
3,500 Reg voters					Election Management System Software	$0				**Note 1**
					Vendor Contracted Programming		$0			**Note 5**
2,275 Ballots					Vendor Contracted Ballot Printing			$501		**Note 2**
					Optional Post Warranty Tabulator Maintenance			$532	$548	
					EMS Annual License Fee		$0	$0	$0	**Note 3**
					Other Costs (Mandatory Items)*	$0	$0	$0	$0	**Note 4**
					Total Acquisition Cost	$0				
					Total City Election Cost		$0	$1,033	$548	**Note 5**

APPENDIX J

ELECTION COST SCENARIOS

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Footnotes:

Note 1: The acquisition cost of the tabulators and the EMS has been reflected at the county level.

Note 2: Ballot costs are based on ballot volumes as provided above using the ballot pricing as per our Appendix F, Cost Proposal Form, Page 2

Note 3: We have assumed that the license for the EMS will be held by the County and, therefore, the EMS post warranty maintenance & support fees should be at the County level. These cells have been reduced to zero based on the State's commitment to prepay 2 years of post warranty maintenance & support at the time our voting system is installed. Please refer to the Appendix F, Cost Proposal Form for the fees that apply to each county.

Note 4: We believe there are no other mandatory items based on our understanding of the State's ITB. Additionally, as instructed, we have not included any of the Optional Items listed on Page 1 of our Cost Proposal Form. We would encourage the State to consider the use of our high-speed absentee scanner where the volume of absentee ballots would warrant a more robust solution.

Note 5: ES&S will program, free of charge, the first two even numbered year elections in which our voting equipment is used. Therefore, there are no programming costs for the 2004 General Election. We have not provided estimated costs for the 2007 City Election or the 2008 General Election as our fees are based on the election definition.

APPENDIX K
2005 ELECTION ADMINISTRATIVE SUPPORT

1. What is the daily rate (the amount of money that would be charged ON ELECTION DAY) for one person whose purpose would be to support precincts. While we have slots for this figure under Phase I and under Phase II, the dollar figures should be identical.

2. What is the daily rate (the amount of money that would be charged ON ELECTION DAY) for one person whose purpose would be to support a full suite of EMS.

3. What is the daily rate (the amount of money that would be charged ON ELECTION DAY) for one person whose purpose would be to support only the Vote Accumulation portion of EMS.

4. Appendix K calls for a “total precinct cost per election for tabulator and EMS support”. Please disregard this field. A response is not required.

5. Please note there are two tabs to Appendix K, one for tabulators and one for EMS.

APPENDIX K
2005 ELECTION ADMINISTRATIVE SUPPORT

Tabulator

Phase I Jurisdictions						
		1 Pct	**2-10 Pcts**	**11-20 Pcts**	**21-50 Pcts**	**51-100 Pcts**	**101-> Pcts**
Election Day Support							
	Help Desk	No additional charge - Help desk support is covered under terms of the license agreement					
	Field Support*	1 person per 10 jurisdictions		1 person per 5 jurisdictions		1 person per jurisdiction	2 persons per jurisdiction
Daily Rate	$1,000						

Phase II Jurisdictions						
		1 Pct	**2-10 Pcts**	**11-20 Pcts**	**21-50 Pcts**	**51-100 Pcts**	**101-> Pcts**
Election Day Support							
	Help Desk	No additional charge - Help desk support is covered under terms of the license agreement					
	Field Support*	1 person per 15 jurisdictions		1 person per 10 jurisdictions		1 person per 3 jurisdictions	2 persons per jurisdiction
Daily Rate	$1,000						

Total Cost per precinct per election for tabulator and EMS support

*Does not include hardware support as provided under the terms of this contract and warranty agreement.

Footnotes:

Please note that election day support from ES&S typically requires a 3 day minimum commitment (the day before, day of, and day after the election).

The State is providing one day of support. If needed, jurisdictions can purchase additional support from ES&S. Additional support costs shall be paid by the jurisdiction.

APPENDIX K
2005 ELECTION ADMINISTRATIVE SUPPORT

EMS

		Full Suite	Vote Accumulation and Reporting Only
Pre-election		Help Desk	Help Desk
	Assist with Ballot Definition, Programming, and Testing*	No additional charge - Help desk support is covered under terms of the license agreement	No additional charge - Help desk support is covered under terms of the license agreement
		Field Support	Field Support
		Support contracted for by the user	Not applicable
Post Election		Help Desk	Help Desk
	Assist with Vote Accumulation and Reporting*	No additional charge - Help desk support is covered under terms of the license agreement	No additional charge - Help desk support is covered under terms of the license agreement
		Field Support	Field Support
		1 person per 3 users	1 person per 3 users

Daily Rate Full Suite	$1,250		Daily Rate Vote Accum Only	$1,250

*Post training EMS user support for ballot definition, programming and testing, and vote accumulation and reporting. This does not include any costs associated with contracts entered into by the licensee with the vendor for these services.

ES&S Footnotes:

Please note that EMS support from ES&S typically requires a 3 day minimum commitment (the day before, day of, and day after the election).

The State is providing one day of support. If needed, jurisdictions can purchase additional support from ES&S. Additional support costs shall be paid by the jurisdiction.

APPENDIX L
QUESTIONS AND ANSWERS
ADDENDUM #1
(Has been revised to reflect changes in addendums 2-4)

Note: The term "equipment" referenced in this document shall include all applicable hardware, software, and components.

1. **Question from Sequoia**: In Phase II, will all of the optical scan and DRE equipment be replaced? If not, what is the determining factor?

   Answer: Optical scan equipment purchased prior to the November 7, 2000 general election will be replaced. Jurisdictions that purchased optical scan equipment after November 7, 2000 will receive a one-time reimbursement from the state. We anticipate that all DRE equipment will be replaced regardless of when it was purchased. Equipment replacement plans are contingent upon the receipt of adequate federal funding.

2. **Question from Sequoia:** Does the State require a bond performance guarantee for system replacement in paper ballot counties? If yes, what are the requirements?
   Answer: No. While paper ballot precincts will be included in the Phase I replacement of voting equipment, the additional $3,192.22 performance guarantee is not required for precincts in which paper ballots are used. Paper ballot precincts fall under the same minimum performance guarantees required for Phase II precincts.

3. **Question from Sequoia:** Paragraph 6 states that the State will purchase approximately 500-precinct count optical scan tabulators for the processing of absent voter ballots. When are these to be implemented – Phase I or Phase II? How will these units be used?
   Answer: Based on the availability of federal funds, absent voter counting board tabulators will be purchased along with other tabulators purchased in both Phase 1 and Phase 2.

4. **Question from Sequoia:** How will the state use the 500 tabulators?
   Answer: As indicated above, the State will authorize the additional purchase of tabulators to be used in absent voter counting boards by selected jurisdictions. These tabulators will be purchased in the same manner as those purchased for use in precincts.

5. Question from Sequoia: **I-CC Modification of Service- In the third paragraph, the last sentence asks for a detailed outline of all work to be done. Does the State want the detailed outline as a part of the response to this section?**

   Answer: This clause is not applicable to the bid response. This is a standard term that would be included in the resulting contract.

APPENDIX L
QUESTIONS AND ANSWERS
ADDENDUM #1
(Has been revised to reflect changes in addendums 2-4)
Page 2 of 7

6. **Question from Sequoia:** Item 2 recommends using the label provided with the ITB to deliver the package. How can we get a label?

   Answer: This boilerplate language predates the ability to download ITB communications via the Internet. Acquisition Services is not currently mailing bids and labels to vendors. Please use your own label.

7. **Question from Sequoia:** Does the State want information about how the proposed system may be used with an integrated HAVA compliant disability-voting device available for future Phase III planning? If yes, where should that information be placed?
   Answer: As stated in Section II-B OBECTIVES, a decision on how to satisfy the disabled voter accessibility requirements in HAVA will be addressed at a later date. Bidders are to discuss in general how their optical scan precinct count tabulators and EMS can be integrated with any disabled voter equipment. Bidders are to include this information in a separate identified section as part of the "Statement of the Problem" in Section IV of the ITB.

8. **Question from Sequoia:** I-P Staffing Obligations- Do you want the Project Manager designated in this section? If so, where do you want this section in the RFP format? Can the Project Manager designation be made in Section IV-C, item 4. Project Staffing?
   Answer: Section I-P STAFFING OBLIGATIONS is filled in by the buyer once the contract is established. For the purpose of the bid response, please complete Section IV-C.

9. **Question from Sequoia:** In preparing a ballot printing price, are the ballot samples for the primary and
   general election to be provided at the pre-bid, representative of the actual ballots to be used (numbering, imprints, etc.)?
   Answer: The state primary and general election ballots included in the packets distributed at the pre-bid meeting shall be used during oral presentations. In addition, all ballots distributed in the packet shall be used in responding to the price proposal portion of the ITB for ballot printing and programming.

APPENDIX L
QUESTIONS AND ANSWERS
ADDENDUM #1
(Has been revised to reflect changes in addendums 2-4)
Page 3 of 7

10. **Question from Sequoia:** On the cover sheet Form DMB 285 after the vendor information and signature lines, there is a listing by Item and commodity ID and with space for unit cost and amount. What does the state want listed here? Are we to use Appendix F & G Cost proposals for our pricing information instead?

    Answer: Please disregard the pricing portion on the DMB form 285 but be sure to fill in the top half of this form. Pricing is to be completed on Appendix F & G of the ITB document.

11. **Question from Sequoia:**Will there be a minimum jurisdiction size for municipalities to determine who will receive Ballot Generation Software and/or EMS?
    Answer: It is not anticipated that all jurisdictions will be provided with EMS software. Prices proposed by vendors and available HAVA funding will ultimately determine which jurisdictions will receive EMS software. The State does intend to purchase EMS software for all 83 counties.

12. **Question from Sequoia:** Election Administrative Support. Would you please clarify the support requirements? What kind of support? The pre-election and accuracy testing. Does this mean creating the test decks for all precincts or just training jurisdiction staff in the conduct of pre-election logic and accuracy testing?
    Answer: Vendors are not responsible for the preparation of test decks. Vendors are expected to summarize in their proposals their plan for providing training and assistance as outlined in Section II-D, DELIVERABLES.

13. **Question from Sequoia:** Ballot printing vendors. Will the chosen vendor qualify the printers who we feel will best fit and are most capable of handling the printing of the ballots?
    Answer: Yes.
    Question from Sequoia: Will the state mandate who is allowed to print the ballots?
    Answer: No.
    Question from Sequoia: Will the counties and jurisdictions only be able to use those printers who are approved and qualified by the vendor?
    Answer: No. Michigan election law does not require counties or local jurisdictions to contract solely with vendor approved printers for the production of ballots.
    Additional clarification: As stated in Section III-E SELECTION CRITERIA, bidders shall discuss in their response, inexpensive procedures for qualifying local printers to print optical scan ballots and how they will ensure that ballots are printed and delivered in accordance with the deadlines established under Michigan election law. Each vendor shall maintain a list of qualified printers within the state which shall be available to local jurisdictions. The state will not identify printers of preference.

APPENDIX L
QUESTIONS AND ANSWERS
ADDENDUM #1
(Has been revised to reflect changes in addendums 2-4)

14. **Question from Sequoia:** The Unit Price Breakdown. For clarification, all the items listed on the page (i.e. software, hardware, warranty, training…) are to be included in the Overall Unit Cost at the top of the page and require a breakdown of what went into determining that unit cost?
Answer: Bidders shall indicate overall cost, as well as a breakdown showing sub-component costs that shall add up to equal the Overall Unit Cost.

16. **Question from Sequoia:** Most of the State using optical scan currently is using arrows to cast their vote. Why the migration to ovals? Will this be a county choice or is this a mandatory state requirement?
Answer: The purpose of PA91 of 2002 is to provide a uniform voting experience to all voters. Most voters are familiar with filling in an oval when using optical scan technology. The initial decision to purchase a system that utilizes arrows or ovals will be up to each county and the cities and townships within each county. However, the state is seeking a plan for the eventual transitioning of all optical scan systems to ovals.

17. **Question from ES&S:** Section I-RR – PERFORMANCE GUARANTEE. Are we talking $3192.22 times the number of units, or are we doubling that amount times the number of units for the bond, because in reading this, I can read it either way.

Answer: A bond that is equal to $3,192.22 times the number of units is required in addition to the minimum guarantee requirements. The individual unit amount is based on the total number of punch card and lever machine precincts for which the state has received Title I funds.

18. **Question from ES&S:** Regarding EMS software, there was no mention of third party hardware PC's.
Will the bidder be responsible for providing the PC's?
Answer: No. The EMS price should only include the software and any required interface.

19. **Question from ES&S:** Referring to the training video required in the ITB, our literature talks about it as a CD-ROM. Do you consider DVD the same as a CD-ROM?
Answer: No. It is required that the video be made available in both DVD and VHS, however CD-ROM may be considered as an additional option.

APPENDIX L
QUESTIONS AND ANSWERS
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(Has been revised to reflect changes in addendums 2-4)
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20. **Question from ES&S:** Do you prefer to have the videos Michigan specific?
Answer: Not necessarily. Our goal is to provide clerks with a training video that can be used to provide basic training information to voters and election officials on the use of the equipment in conformance with the provisions of Michigan election law.

21. **Question:** There were also samples of a city primary for the City of Hamtramck and general for the City of Trenton. Are we to produce test ballots for those two city elections as well? The instructions did not specify those.
Answer: As addressed in response to Question 9 above, the city primary and general election ballots included in the Pre-Bid packet are only to be used for determining the ballot printing and tabulator programming costs required in APPENDIX F Cost Proposal Form.

23. **Question:** Does the Performance Guarantee Coverage for Phase I require that the selected vendor(s) provide two Performance Guarantees in the amount of $3,192.22 each? One bond for "late delivery or nonperformance of equipment, hardware, software, or components," and a separate bond for "the value of the warranty coverage, value of the mandatory equipment on the purchase order agreement with each county, and the reimbursement amount of $3,192.22 per precinct"?

Answer: No. The $3192.22 reimbursement amount applies only to Phase I precincts using punch cards and lever machines as of February 2006, but excludes those using paper ballots. Thus for Phase I precincts using punch cards and lever machines, the total performance guarantee amount is comprised of three components: (1) the minimum performance guarantee that is based on the purchase order value of all mandatory equipment, (2) the value of the warranty coverage, and (3) the mandated federal reimbursement amount of $3192.22 per non-compliant precinct (if applicable). For example, if the purchase order value is $4500.00, and the value of the warranty coverage is $30, then the performance guarantee would be calculated in the following manner:

Example: For Phase I precincts using punch cards and lever machines:

$4500.00 Value of purchase order
+ $30.00 Value of warranty coverage
+ $3192.22 State's reimbursement to the federal government.*
= $7,722.22 Total Performance Guarantee Amount

APPENDIX L
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*Note: The guarantee on the $3,192.22 per precinct shall be in effect through verification of complete delivery, successful installation and successful acceptance testing. The guarantee made on timely deliverables, nonperformance of any equipment, and lack of warranty coverage on any equipment shall be in effect through the first even numbered year November General election in which the equipment is used.

For all other precincts in Phase I and for all precincts in Phase II, the total performance guarantee amount is comprised of two components: (1) the minimum performance guarantee that is based on the purchase order value of all mandatory equipment, and (2) the value of the warranty coverage.

Example: For all other precincts in Phase I and for all precincts in Phase II

$4500.00 Value of purchase order
+ $30.00 Value of warranty coverage
=$4530.00 Total Performance Guarantee Amount

26. Question: The Performance Guarantee requirement in Section I-RR indicates that jurisdictions that currently use paper ballot voting systems will be excluded from voting system replacement in Phase I. However, in Section I, I-A Purpose, the following statement indicates that jurisdictions that "currently use paper ballots" will be included in Phase I replacement. Please define paper ballots, i.e., regular 8 1/2 x 11 paper or OMR ballot paper?:
Answer: Paper ballot precincts are those that use traditional paper ballots regardless of size. In addition, the State will be replacing central count optical scan systems. Paper ballot precincts and central count optical scan precincts will receive new equipment in Phase I.

The minimum performance guarantee and the value of the warranty coverage is required for precincts using the voting systems described in the previous paragraph. A performance guarantee for the State's reimbursement amount of $3192.22 is not required for these precincts.

29. Question: May an office be maintained from a residential office?
Answer: Yes.

30. Question: Does the State have a minimum requirement for the number of staff maintained in an office located in Michigan?
Answer: No.

APPENDIX L
QUESTIONS AND ANSWERS
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31. **Question:** Will the DOS and County Clerks consider a web-based or CD program in place of a video?

    Answer: No. (Please refer to Question and Answer #20).

32. **Question:** Is the use of ovals mandatory and can the reference in Section II-B be removed from the ITB?

    Answer: No. The use of ovals is not mandatory under the conditions of this ITB. The State's intent is to provide a uniform voting experience to all Michigan voters. The utilization of arrows will not be used as an evaluation factor in this ITB. However, the State is requesting that bidders describe a migration plan to ovals in their response to the ITB.

33. **Question:** Can you please define the term "bolt-on" as it is used in the following excerpt from ITB #071I4001011; does it mean third party? The unit price (APPENDIX F, Cost Proposal Form, column A) listed shall include all delivery costs, management and oversight, hardware, software, licenses, back-up system, election management equipment, training and required bolt-on
    software, with a full warranty.

    Answer: Bolt-on software refers to any software, third party or propriety; necessary to make either the EMS or tabulators function as required in the technical requirements of the ITB. For example, if you need Crystal Reports in order to print reports from the EMS system as specified in the technical requirements, we would expect Crystal Reports to be included in the Unit Price.

34. **Question:** My "question", really a request, is that the reference in the RFP to the DOE "preference" for ovals rather than arrows be eliminated from the RFP. Several of our competitors have highlighted this language and are implying that this will become the "defacto standard"for ballots in MI.

    When I raised this issue in Lansing, you indicated that it was not a "mandatory" requirement, however is being represented as same by some.

    Answer: Section II-B Objectives, Specific Requirements, Performance Capabilities (following letter m.)
    Please change to read:
"DOS prefers the use of ovals to define the "target area" or vote position of the ballot. However, no award preference will be given to bidders currently using ovals. A bidder whose system does not use ovals will be required to describe, in its proposal, a migration plan and schedule for the eventual transitioning of the system to the use of ovals.

APPENDIX M

VENDOR CLARIFICATION QUESTIONS

Page 1 of 13

(Has been revised based on negotiation results)

1. Clarify your training plan and how it relates to the State of Michigan (SOM). How will ES&S approach this? What is ES&S's plan? What comes standard with the purchase of the equipment and what training is an additional cost?

   Our training plan for the State of Michigan has been developed based on each County's equipment needs and our experience in designing training programs for other voting system installations, large and small. Our training covers the following key areas:

   - Equipment Operation
   - Operation of our Unity Software
   - Election Day Troubleshooting
   - Pollworker "Train the Trainer" Training

   Each training session will cover all of the key elements that are essential to a successful election. The training will also be delivered by instructors knowledgeable on each subject, and experienced in training adult students. Given the potential size of this opportunity, we expect to utilize a training partner fulfill our training obligations to the State of Michigan.

   To the extent that it is feasible, training classes could encompass more than one county.

2. Discuss the cost and qualification process of ballot printers and compliance with the 45-day deadline on ballot printing. Quality and timely delivery of ballots, and programming are current issues; please discuss how ES&S will address these issues.

   The cost for training of a Customer Selected Printer is $5500.00 this price includes the onsite training and the printer kit. After the training is complete the printer will produce sample ballots and send the ballots to ES&S. The ballots are evaluated and after the printer has demonstrated there ability to print within ES&S specifications ES&S will certify that printer to print for the specific county that requested the training.

   ES&S currently has three certified printers in Michigan and will continue to work with other printers in the State to ensure the timely delivery of ballots to each of the counties that utilize our tabulation equipment.

APPENDIX M
VENDOR CLARIFICATION QUESTIONS

3. Discuss Section 3.1.1 which identifies 126 counties.

   The reference to 126 counties should have read 83 counties. The bids original breakdown of Phase I and Phase II listed 63 counties participating in Phase I and 62 counties in Phase II (63+62+SEC=126). This is correct since some counties are only partially implemented in Phase I and the balance is implemented in Phase II.

   ES&S divided the 83 counties into three distinct tiers based upon the number of voting precincts. Using this criteria and our extensive history of installing precinct based tabulation systems with modem transmission capabilities, we established the following three tiers. The fourth tier is the proposed solution for the DOS system.

Tier	Criteria
1	**1-20 Precincts**
2	**21-60 Precincts**
3	**60 Plus Precincts**
4	**State Level System**

4. What if the SOM does not choose your or any DRE system for accommodating disabled voters, discuss the compatibility of your optical scan system with other technologies.

   ES&S is aware that there are other ADA units on the market for assisting disabled voters in marking their ballots. We also realize that the State of Michigan would prefer to have just one type of voting system in each of its precincts. It is to our advantage to work with those companies. By doing so it would enhance the sale of our Model 100 Precinct Tabulators. We would need to confirm compatibility with other systems.

5. On what basis does ES&S make the claim they meet the FEC02 standards?

   Hardware - ES&S has completed all environmental testing, source code review and functional testing to the 2002 Standards with Wyle Labs. We are currently awaiting full text report and certification numbers from the FEC.

   Software - ES&S completed all source code review and functional testing to the 2002 standards. Our full text report has been submitted to the NASED technical committee. We are awaiting approval and NASED number.

APPENDIX M
VENDOR CLARIFICATION QUESTIONS
Page 3 of 13

6. How do the batteries (1 in memory card and 1 in device) re-charge? Please discuss.

   The Model 100 has an internal battery that functions exactly as an external UPS does. The battery and power supply protect the electronic components from being damaged by a power surge, and the unit automatically switches to battery power if the AC power is lost.

   The Model 100 back-up and recovery subsystem provides back-up in the event of a power or machine failure. The Model 100 includes a 12-volt sealed lead-acid battery that requires no special maintenance. The battery obtains its charge automatically from the system power supply. It ensures complete protection from power failure and provides up to six hours of normal operation in the event of a power failure.

   Vote tally and audit logs are stored on a SRAM PCMCIA Card (Memory Card). While inside the Model 100, the PCMCIA card receives electricity from the counter's power supply. When the Card is removed from the Model 100 or a power failure occurs, it receives power from an internal battery. In the event of a machine failure the card with the stored vote tally can be removed and placed into a backup unit thereby moving the accumulated vote totals from one precinct counter to another. The replacement unit is then placed atop the original ballot box and precinct tabulation can continue.

   In the event of a machine failure, the ballot box is constructed with an Auxiliary Ballot Compartment that can be used for the storage of uncounted voted ballots to prevent delays in voting. The election official can process these ballots once a backup unit has been installed. All of these events will be recorded on the internal audit log of the PCMCIA Card.

7. In Section 2.1 pg 8, you state you have 204 ballot positions per side, what if the required ballot positions exceeds that amount?

   The 19" 408-response ballot was designed for customers who require large ballots. If the State requires more than the 408 ballot positions, ES&S could look into the possibility of producing a longer ballot. Also, ES&S systems do accommodate more than one ballot per voter for those cases where the number of ballot positions is just too large for one ballot. We have provided this solution for many of our customers where development of creating a longer ballot is not feasible. One of the largest factors in producing larger ballots rests with the paper suppliers and ballot production costs. Many printers do not have the type of equipment to handle the size.

8. Can your tabulator identify multiple offices or proposals in which overrides occur?

   Yes, the Model 100 results tape identifies override occurrence by office. This information is listed for all offices where an override occurred.

APPENDIX M
VENDOR CLARIFICATION QUESTIONS
Page 4 of 13

9. Can you identify the teaming structure and individuals who will be working in Michigan?

   Sales Team

   Dick Fox
   Gene Seets
   Connie Wielder

   Service Team

   Linda Bennett Regional Director
   Will Wesley Area Director
   James Dalton PM
   Troy Drews Election Services
   Janet Buchanan Field Services

   Training Services

   Larry Beasley

   Project Team

   Will Wesley will have the primary responsibility for Michigan installations. Additional PM positions will be added to the team based on the number of accounts that will be installed. PMs coordinate all activity through the Area Director for each account that is being installed.

   Our proposal contained a Project Management Organization Chart and Experience Statements for the individuals listed above. James Dalton will serve as you Project Manager reporting to Will Wesley our Michigan Area Director.

10. Ballot Certification – 4 Ovals Per Inch

    Unity® 2.5 will be submitted to the FEC in time to receive certification by April 2004. As soon as FEC certification is complete we will file the proper paperwork and meet with the Michigan Board of Elections to receive certification for Michigan.

11. How do you prevent someone from tampering with the election data while it is being transmitted to election central?

    To ensure that unauthorized access is not permitted ES&S has designed a multi level security platform into the Model 100 system. The design of the Model 100 system precludes unauthorized access to any of the data associated with the vote recording, counting, auditing, or reporting processes. The Model 100 system is constructed with keyed security locks to prevent unauthorized access to the unit, its ballot box or its interface electronics. Only authorized elections staff or poll workers can access the Model 100 system's key secured reporting features.

APPENDIX M
VENDOR CLARIFICATION QUESTIONS
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12. With a modem in the Model 100, is it possible to dial into the unit?

    The Model 100 uses an analog modem which provides the ability to transmit results data via a standard voice grade line that is secured for data. The line should be direct and not require access through a digital PBX phone switching station.

13. Does your company have any new upgrades to your EMS software or tabulation system pending ITA approval that you anticipate will be sold prior to April 1, 2004?

    ES&S is continually improving and changing its systems to meet the new FEC and HAVA requirements. These changes will be offered as upgrades to the existing systems at no additional cost and will be a general upgrade under product license protocols. There will be no new "add-on" features to the Model 100 or Model 650 systems in this time frame.

14. If yes, please describe the upgrade and where it is in the approval process.

    General upgrades and enhancements to the Unity Election System will be going through certification at this time and will be offered as upgrades to the existing system when certified by the FEC and State of Michigan. These upgrades are covered under the software license agreements for the system and will be at no cost to the user.

15. Is this a routine upgrade that is included in the current bid price?

    Yes, this is a routine upgrade that is included in the current bid price

16. Please clarify that the Unity 2.5 will be distributed upon the State's approval at no additional cost.

    As previously stated during our oral presentation, ES&S will distribute Unity 2.5 at no additional cost to our Michigan clients when FEC and State of Michigan certification is completed.

APPENDIX M
VENDOR CLARIFICATION QUESTIONS
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17. What safeguards do you have in place to ensure that only approved voting systems and/or software are being used by your customers?

ES&S has followed the certification protocols of all states in the past and will continue to abide by every state regulation and law concerning the certification of voting systems. ES&S has a process that *must* be followed prior to release of any software/firmware or hardware to any state or client within a state. As part of the security of releases, the release is only delivered to Customer Support for delivery after it has attained certification by the FEC/NASED, and going forward, the NIST organization. Customer Support maintains a list of State certifications directly from the certification department, which in turn, allows them to determine if a release is available for a particular state. If a release has gained state certification, the version numbers of the release are given to the Customer Support division for release.

As each release has complete FEC certification and subsequent state certifications, the release is then deposited within escrow and customers with the releases are named as dependants for the documentation, source code, and application code of all the versions within a release.

ES&S has been a leader in the certification arena for years and intends to remain that way in the future.

18. In layman's terms, please summarize what constitutes a valid mark in the target area. Please provide examples or samples of what marks in the target area are detected by the tabulator and what marks are not detected. If you were asked to adjust the settings on your equipment, would this effect your bid price?

The Model 100 read head utilizes a high-resolution Contact Image Sensor to scan its ballots. This is the same type of sensor you will find in fax machines and other page scanners. This contact image sensor is composed of a linear array of 1728 sensor elements covering the entire width of the ballot. As the Model 100 system scans the ballot, it will capture a digital image of the ballot at a resolution of 200 dots per inch. Each oval response area image is composed of over 650 picture-elements, which allows the application of pattern recognition algorithms. The reason why the contact image sensor was chosen for the Model 100 system was to provide long-term flexibility regarding the examination of the voter target area, and flexibility of the ballot design itself.

After a ballot is scanned, the resulting bitmap image is analyzed to validate the ballot, and to check for certain patterns within the response areas to determine the absence or presence of a voter mark. The most common ballot marking method used on optical scan voting equipment and the Model 100 system is the oval response area. The voter is instructed to place the prescribed mark within the voter response area, which in this case involves completely filling in the oval.

Knowing that some voters do not always follow directions, it is critical to examine the response area in greater detail and ensure that the voter’s intent is properly recorded.

For this reason the Model 100 system does not limit its count to ovals containing the prescribed mark. Instead it will count those ovals containing acceptable marks. The definition of an acceptable mark can vary among various localities, which can sometimes make this determination more difficult. But we

have established a baseline sensitivity criterion to make sure the Model 100 system will detect any mark that fits the pattern of a valid voter mark within the oval response area. The Model 100 system is currently programmed to detect the following marks in the diagram below. It will read many other types of marks as well, but these are the typical marks you will see with oval response target when instructions are not followed.

The Model 100 system also has a marginal mark option, which instructs the system to detect marks even smaller than these, with the intent of returning the ballot to the voter to insure proper marking.

No, sensitivity adjustments if necessary will not affect the bid price.

19. Please clarify whether the firmware and software utilized to conduct your oral presentation is currently approved by the Department of State.

ES&S utilized the Model 100 Precinct Ballot Counter v.4.7.6 and Unity® Election Management System v.2.2 to conduct our oral presentation. This firmware and software is approved by the Department of State.

20. List all equipment (with memory requirements) and software required to run the tabulator and EMS software?

Model 100 Precinct Ballot Counter
- System Memory: 4 MB RAM, 512K Flash
- PCMCIA Memory Card: 512K flash memory and 2 MB RAM.

Model 650 Central Ballot Counter
- System Memory: 32 MB DRAM
- Internal Memory: 128 MB Solid State Hard Drive

EMS Hardware and Software

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DETAIL EQUIPMENT LISTING	
DELL GX270 WORKSTATIONS (Can be used as standalone or part of netowrk):	
	Dell OptiPlex GX270 MiniTower - 2.60GHz P-IV w/512K Cache
	Windows XP Pro using NTFS
	512MB ECC SDRAM (2 DIMMS)
	Quietkey PS/2 Keyboard
	40 GB 7200RPM Hard Drive
DELL GX270 WORKSTATIONS - Continued (Can be used as standalone or part of netowrk):	Zip 250 Disk Drive
	17" Dell E171FL Flat Panel Monitor
	48X Max, CD-RW
	Integrated 10/100 3COM PCI Adapter
	Serial Port Adapter
	Energy Star Label
	64MB nVidia, GeForce 4MX, DVI w/VGA adapter
	3.5" 1.44MB Floppy Drive
	Dell PS/2 2-Button Mouse
	Integrated Sound Blaster Compatible
	ZIP 250 Media 2 Pack
	Internal Dell Business Audio Speaker
	Norton AntiVirus 2003
	3Yr Parts + Onsite Labor (Next Business Day)
	APC Back-UPS ES 725 Battery Backup
	U.S. Robotics 56K External Modem & Cable (Support)
	pcAnywhere Communications Software
WINDOWS 2000 FILE AND DATA BASE SERVER (Network Only):	
	DELL POWEREDGE 1600SC - 2.4GHZ WITH 512K CACHE
	Windows 2000 Server with 10 Client Licenses
	1GB SDRAM (2X512 SDRAM DIMMS)
	Windows 2000 Server with 10 Client Licenses

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WINDOWS 2000 FILE AND DATA BASE SERVER (Network Only):	PERC3-SC w/128MB Battery Backed Cache, 1 Int. 1 Ext. Channel
	Cabled SCSI Drives, RAID 5 Hard Drive Configuration
	6GB Ultra 160 SCSI 10K RPM Hard Drive - 1st
	36GB Ultra 160 SCSI 10K RPM Hard Drive - 2nd
	36GB Ultra 160 SCSI 10K RPM Hard Drive - 3rd
	36GB Ultra 160 SCSI 10K RPM Hard Drive - 4th
	Cable SCSI - RAID 5
	Dual On-Board Network Adapter
	56K PC Internal Modem
	24X IDE CD-ROM
	Standard Windows Keyboard
	Dell 17" M782 Monitor
	Redundant Power Supply
WINDOWS 2000 FILE AND DATA BASE SERVER - Continued (Network System Only):	Spare Redundant Power Supply
	Onboard NIC
	3.5" 1.44MB Floppy Drive
	Microsoft System Mouse
	PowerVault 100T DDS4 Tape Backup 40/80GB w/int. cont.
	Tape Media, IDE, Travan 20/40 GB - 5 Pack
	3Yr Same Day 4Hr Onsite 7Day/24Hr w/Eng. to Eng. support
	Veritas Server Professional Suite Server Backup Software
	APC Smart UPS-700 STNDALN, 120V
	Dell 2124 24-port 10/100 Fast Ethernet Unmanaged Switch
REGIONAL SENDING SITES (Network System Only)	
	Dell Latitude D600 Notebook

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REGIONAL SENDING SITES (Network System Only)	Mobile Pentium III Processor 1.4 GHz-M 14.1 XGA
	512MB SDRAM (2 DIMMS)
	30GB Hard Drive 9.5MM
	Microsoft Office Small Business
	6-Cell Lithium-Ion Battery
	65W AC Adapter
	Leather Carrying Case
	24-10-24X Max Variable CD-RW
	4MB Video Card
	3 Year Parts + Onsite Labor (Next Business Day)
	Tripp-Lite Notebook Surge Protector
	1.44MB Floppy Drive
	Windows XP Professional
	pcAnywhere Communications Software
	Xircom RBEM56GB 10-100 Modem Card
ADDITIONAL ELECTION HARDWARE/SOFTWARE (Part of this can be standalone and part can be networked):	
	Adobe TypeManager (Standalone GX270)
	Adobe Acrobat (Standalone GX270)
ADDITIONAL ELECTION HARDWARE/SOFTWARE - Continued (Part of this can be standalone and part can be networked):	OmniDrive (for reading/burning PCMCIAs) (Standalone GX270)
	WinZip Software (Standalone GX270)
	Sandisk Compact Flash Drive (Standalone GX270)
	Equinox 4 Port Multi Modem Adapter (#990400) (Network Only)
	Cat. 5 Ethernet Cables - 50 ft. (Network Only)
PRINTERS:	
	Hewlett-Packard 8150N 32 PPM Laser Printer
	Okidata C9300-DXN 30 PPM Laser Ballot Printer

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21. How does the public counter count account for situations where only the "B" ballot is returned for processing?

While the polls are open, the Model 100 displays a public counter that indicates the number of voters who have submitted a ballot.

Occasionally, an election may require the voter to use multiple ballots, for example, one ballot may contain all statewide issues (the "A" ballot) while a second contains only local issues (the "B" ballot).

In these situations, the jurisdiction can indicate which of the ballots will affect the Model 100 public counter.

The jurisdiction can set the counter to tabulate only the “B” ballot using Unity Hardware Programming Manager® (HPM).

The counter’s definition can be set to tabulate only the “A” ballot, or only the “B” ballot, or both “A” and “B” ballots.

To establish system definition to only tabulate the “B” ballot the jurisdiction can establish the following parameters in HPM:

Set the type “A” ballot flag to “No” and the type “B” ballot flag to “Yes.”

Each time a type “B” ballot is tabulated, the public counter will increment. The public counter is not affected by any type “A” ballots.

22. We are requesting further clarification in regards to ITA certification of tabulators and EMS software.
Please refer to our completed spreadsheet.

23. Describe your plans for obtaining ITA approval based on FEC 02 standards?
**Please note: We are requesting letters and full reports from the ITA to be faxed or e-mailed by the time listed above. This is required in addition to the spreadsheet attached to this e-mail.

ES&S has completed all necessary activities in support of 2002 FVSS certification. This includes documentation, source code changes, hardware and software functional testing by the ITAs. We know await the completion of the administrative activities (reports and approval process) to be completed by the ITAs and the NASED Technical Committee.

We do not have full reports, as they are not yet completed by the ITAs. Please refer to the attached letter from Wyle Laboratories which was originally included in our proposal in to provide you with ITA status.

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24. Please provide the additional information on election result transmission security that was discussed during your oral presentation.

ES&S provides three security safeguards for its transmission: a proprietary communication protocol, login/password of the connection, and basic encryption of the data.
Proprietary Communication Protocol – Xmodem protocol is used for data handling. Further, it is embedded in a proprietary connection control protocol to ensure the physical communication is not compromised.

Login/Password for the Transmission of Data – The connection control protocol includes a custom logon record with an election specific password which will result in a disconnect, rather than a response message, if not correctly received.

Data Encryption – Encryption is a method of transforming a text in order to conceal its meaning. The ES&S system transmits data in binary form, which is unintelligible without a definition map for the specific election data, including specific/individual precinct setup information. This binary-form data also includes an election specific precinct data version time stamp that is matched against the timestamp stored when the data was created as part of results processing. By definition, converting the data to binary-form and separating the binary-form data from its map renders it encrypted.

25. In your clarifications submitted dated November 20, 2003, you included a list of required hardware and software. Why are there brand names specified on the list? (i.e. Dell 17" monitor) Are all of these items absolutely required? (i.e. leather carrying case)

Brand names indicated in the list represent the vendors from which we typically acquire the third party hardware and software. The State and/or county may substitute alternative equipment; however, we do not encourage this. All substitute hardware or software must be approved by ES&S.

The leather carrying case listed is used to transport the Regional Site Notebooks (Laptops) and provides protection of this hardware. The leather case may be substituted for a vinyl case if so desired.

26. What type of modem is included on your tabulator; analog or digital? Can the tabulator accommodate either and can it be switched? Can an analog modem accommodate a digital line and vise versa if that is all that is available? Is there an additional cost involved?

We have included an analog landline modem with our M100 optical scan unit. This modem may be either internal or external. We currently do not offer a modem that will function on a digital landline.

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However, we believe this type of modem will become obsolete this year since the telephone companies are in the process of withdrawing the Advance Mobile Phone Service (AMPS) networks, which CDPD runs on. However, we are in the process of integrating new wireless modem types which will initially operate on Global System for Mobile Communication (GSM)/ General Packet Radio Service (GPRS) wireless AT&T/etc. networks followed by the Code Division Multiple Access (CDMA) wireless type, which is on the Sprint Personal Communication Service (PCS) Networks. Our implementation schedule is based on availability of these new types of wireless modems. There would be an additional cost for this alternative modem solution, although we are unable to provide you a quote at this time. Further, the use of a modem other than the analog modem would require federal and state certification.

An analog modem cannot function on a digital line, nor can our CDPD modem function on an analog line.

27. In regards to the tabulator, where do ballots go that contain invalid write-in votes?

The Model 100 system separates all write-in votes within a designated ballot box compartment. Election officials determine which votes are invalid and handle these according to state election laws and procedures.

Voters indicate their intent to write in a candidate's name by filling in the oval for the corresponding office provided for write-in candidates. The Model 100 system can be programmed to use the ballot box diverter mechanism to separate ballots containing write-in votes. Based on State law, write-in votes can be manually tallied at either the precinct or Election Central. Valid write in votes would require that a voter fill in the oval designated for the write-in position within an office. The voter must then write the candidate's name in the space provided on the optical scan ballot. All ballots with a filled in write-in oval are considered valid and separated within the Model 100 ballot box (via the diverter). During manual tally of these separated ballots, ballots without a written name, or ballots with a written name of someone other than those candidates listed on the write-in candidate list, would be considered invalid. Procedures for handling these ballots would be based on state law.

Exhibit A

Customer #: _____ SO #: _____ Order #: _____

11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101
Proven Solutions for the World of Elections

2004 Contracted Purchase Order for use by the Counties and Local Units of Government in the State of Michigan that have elected to acquire ES&S equipment under Master Contract #071B4200234

Customer P.O. #: _____
1st Election Date: _____
Required Delivery Date: _____
Phone Number: _____
Fax Number: _____

Customer Contact, Title: _____
County Name _____

Type of Sale: ☑ **NEW**

Type of Equip: ☑ **NEW**

Bill To: Bureau of Elections
Treasury Building, First Floor
430 West Allegan
Lansing, MI 48918

Ship To: _____

Item #	Description/ Comments	Qty	Unit Price	Total
Model M100	Optical Scan Precinct Tabulator with Modem, Ballot Box and Two (2) PCMCIA Cards. Includes Warranty, Training, Performance Guarantee, Project Management, Transportation, Receiving, Testing, Election Day Support for four (4) elections in the first two (2) even numbered years			$ -
County Based EMS	UNITY Software Suite. Includes BIM, ERM, DAM, EDM and HPM			$ -
Jurisdiction Based EMS	UNITY Software Suite. Includes BIM, ERM, DAM, EDM and HPM			$ -
Extra Model M100 (Absentee Voter Tabulator)	Optical Scan Precinct Tabulator with Modem, Ballot Box, Two (2) PCMCIA Cards, Warranty, and Shipping. Does **NOT** include Training, Performance Guarantee, Project Management, Receiving, Testing, and Election Day Support for four (4) elections in the first two (2) even numbered years			$ -
ORDER TOTAL FOR THE STATE OF MICHIGAN				$ -

Shipping Instructions: _____

Payment Terms: See Section II-G of the State Master Contract #071B4200234

Warranty Period: Refer to Master Contract Section II-D (3)

ELECTION SYSTEMS AND SOFTWARE, INC.	**COUNTY OR LOCAL UNIT OF GOVERNMENT**
_____ **Authorized Signature**	_____ **Authorized Signature**
_____ **Printed Name**	_____ **Printed Name**
_____ **Title**	_____ **Title**
_____ **Date**	_____ **Date**

This Purchase Order is submitted by the County or Local Unit of Government pursuant to that certain Contract No. 071B4200234 between The State of Michigan and ES&S, dated April 26, 2004 ("Master Contract"). The Deliverables ordered under this Purchase Order and all rights and obligations of ES&S and the Local Unit of Government shall be governed by the terms and conditions of the Master Contract #071B4200234.

This contracted purchase order incorporates by reference the entire Master Contract #071B4200234, including all terms and conditions. Pricing is as established in Appendix F to the State's Master Contract #071B4200234.

EXHIBIT B

ELECTION SYSTEMS & SOFTWARE, INC.

STANDARD SOFTWARE LICENSE/MAINTENANCE AND SUPPORT AGREEMENT

(This license is only for the use for those purchases acquired for Phase I HAVA compliance under Master Contract #071B4200234).

THIS STANDARD SOFTWARE LICENSE/MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, Inc., a Delaware corporation ("Contractor") and _____ (Licensee). Capitalized terms used in this Agreement and not otherwise defined shall have the same meanings ascribed to them in the State's Master Contract No. 071B4200234 between the State and Contractor, dated this ___day of _____, 2004 (the "Master Contract").

RECITALS:

A. The Licensee desires to license certain of Contractor's proprietary software and to obtain maintenance and support services for the Software. This Agreement covers the ES&S firmware and ES&S Unity EMS software (collectively, the "Software").

B. The Contractor has agreed to provide such license and services, subject to the terms and conditions of this Agreement, the Purchase Order executed by the Licensee, and the Master Contract (#071B4200234)

NOW, THEREFORE, in consideration of the foregoing recitals (which is specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE 1
LICENSE OF SOFTWARE

1.1 **Grant of License.** Subject to the terms and conditions of this Agreement, the Contractor hereby grants to the Licensee a non-exclusive, royalty-free, site-wide, irrevocable, perpetual, transferable license to use the Software and all related operating instructions, user manuals and training materials supplied by Contractor (collectively the "Documentation"). For the purposes of this license, "site-wide" includes the Licensee regardless of its physical location. The Licensee may modify the Software and may combine such with other programs or materials to form a derivative work. The Licensee will own and hold all copyright, trademark, patent and other intellectual property rights in any derivative work, excluding any rights or interest in Software other than those granted in this Agreement. The Licensee may copy each item of Software to multiple hard drives or networks. The Licensee will make and maintain no more than one archival copy of each item of Software, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Licensee may also make copies of the Software in the course of routine backups of hard drive(s) for the purpose of recovery of hard drive contents. In the event that Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the Licensee shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment. The Unity EMS license fee is as identified in Appendix F of the Master Contract (#071B4200234). Contractor will allow the Licensee to contract with outside individuals or firms to program using the Unity EMS software. The outside individual contractors will exclude individuals currently employed by other election system vendors. The license allows the Licensee to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election, tabulating, and reporting election results in the Jurisdictions. The license does not permit the Licensee to take any of the following actions:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party without Contractor's prior written consent; or

c. Cause or permit any change to be made to the Software without Contractor's prior written consent.

d. Cause or permit any copying, not in accordance with Section 1.1 for the, reproduction or printing of any output generated by the Software in which Contractor owns or claims any proprietary intellectual property rights (e.g., copyright, trademark or patent), including, but not limited to, any ballot shells or code stock.

1.2 **Delivery; Risk of Loss.** Delivery; Risk of Loss is provided for in the Licensee's purchase order with Contractor, which incorporates by reference the Master Contract (#071B4200234).

1.3 **Term of License**. The license granted in Section 1.1 shall commence upon delivery, and shall continue until the first to occur of the following: (a) the Licensee ceases to use the Software; (b) the Licensee breaches any material provision of this Article 1. Upon the termination of the license, the Licensee shall immediately return the Software and Documentation (including any and all copies thereof) to Contractor, or (if requested by Contractor) destroy the Software and Documentation and certify in writing to Contractor that such destruction has occurred.

1.4 **Warranty.** Nothing in this section shall be construed to limit the warranties provided under the Master Contract #071B4200234. Contractor warrants that for the period that covers the first two even-numbered election calendar years in which and/or after delivery of the Software to the Licensee, plus an additional two calendar years thereafter (the "Warranty Period"), it will repair or replace any component of the Software which, while under normal use and service: (a) fails to perform in accordance with its Documentation in all material respects, or (b) is defective in material or workmanship. The Warranty Period will commence on the date of delivery of the Software**.** Any repaired or replaced Software shall be warranted only for the unexpired term of the original Warranty Period. This warranty is effective provided that (i) the Licensee promptly notifies Contractor of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by Contractor, (iii) the Software to be repaired or replaced is not damaged due to theft, vandalism, neglect, abuse, or use which is not in accordance with instructions or specifications furnished by Contractor, and (iv) the Licensee has installed and is using the most recent Update (as defined below), or the second most recent Update, provided to it by Contractor, provided that, with respect to

this subsection (iv), Contractor has made all reasonable efforts to timely inform Licensee in writing of the release of Updates and appropriate instructions on the proper installation of the Update. **CONTRACTOR'S OBLIGATIONS, AS DESCRIBED IN THIS SECTION 1.4, ARE THE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR A BREACH OF THE ABOVE-DESCRIBED WARRANTY. CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

1.5 **Updates.** During the Warranty Period, Contractor may provide new releases, upgrades or maintenance patches to the Software, along with appropriate Documentation ("Updates"), on a schedule defined by Contractor. The Licensee is responsible for obtaining any upgrades or purchases of third party hardware or software required to operate the Updates. All Updates shall be deemed to be "Software", and shall be subject to the terms and conditions of Contractor's license of the Software, upon delivery. The Licensee may install Updates in accordance with Contractor's recommended instructions or may request that the Contractor install the Updates. Contractor may charge the Licensee at its then-current rates to (a) install Updates, (b) provide maintenance and support which is required as a result of the Licensee's failure to timely install an Update, and (c) provide any necessary training to the Licensee's personnel on the operation and use of such Updates. The Licensee shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by the Licensee's failure to install and use the most recent Update, or the second most recent Update, provided to it by Contractor, provided that, Contractor has made all reasonable efforts to timely inform Licensee in writing of the release of Updates and appropriate instructions on the proper installation of the Update.. If the Licensee proposes changes in the Software to Contractor, such proposals will become Contractor's property. The Contractor represents to the Licensee that the Updates will comply with all applicable state law requirements at the time of delivery. Upon the termination of the Warranty Period, the Licensee shall be entitled to receive the Software Maintenance and Support described in Article II below. All Upgrades, new releases and maintenance patches for Contractor's Software that result from changes in Federal or State law will be provided to Licensee in accordance with the provisions of Section II-D(5) of the Master Contract (#017B4200234). All other Upgrades, new releases and maintenance patches for Contractor's Software shall be provided to Licensee without additional charge during the Warranty Period.

1.6 **Year 2000 Software Compliance.** Year 2000 Software Compliance is provided for in the Licensee's purchase order with Contractor, which incorporates by reference the Master Contract (#071B4200234).

1.7 **Source Code.** Use of the Software is limited to the rights granted to Licensee in Section 1.1. Contractor shall place the source code for the Software and any updates to, or new releases of, the Software, in escrow as more fully described in Section I-SS of the Master Contract (#071B4200234).

1.8 **Indemnification For Intellectual Property Infringement.** Indemnification and Intellectual Property is provided for in the Licensee's purchase order with the Contractor, which incorporates by reference Section I-K of the Master Contract (#071B4200234).

1.9 **Limitation of Liability**. Limitation of Liability is provided for in the Licensee's purchase order with the Contractor, which incorporates by reference Section I-L of the Master Contract (#071B4200234).

ARTICLE 2
SOFTWARE MAINTENANCE AND SUPPORT

2.1 **Term; Termination**. Subject to the Licensee's timely payment of Software Maintenance Fees in accordance with Section 2.6 below, Software Maintenance and Support (as defined below) will be provided to the Licensee for a one-year period beginning on the date of the expiration of the applicable Warranty Period (the "Software Maintenance Term"). The Software Maintenance Term shall automatically renew for an unlimited number of successive one year periods until terminated as follows:

a. By the Licensee: Termination is limited to that provided for in the Licensee's purchase order with the Contractor, which incorporates by reference Section I-V of the Master Contract (#071B4200234)

b. By the Contractor: In the event the Licensee fails to pay Contractor any amount due under this Agreement by a date which is 45 days after the due date of such amount, this Agreement may be terminated and the Licensee will be expected to remit payment of all amounts due and owing to Contractor as of the date of termination.

2.2 **Services**. Contractor shall provide maintenance and support services for the Software ("Software Maintenance and Support") (a) to enable the Software to perform in all material respects in accordance with its Documentation, and (b) to cure any defect in material or workmanship.

2.3 **Updates.** During the Software Maintenance Term and any renewal thereof, Contractor shall continue to provide Updates in the manner described in, and subject to the terms and conditions of, Section 1.5 above.

2.4 **Reinstatement of Software Maintenance and Support**. If the Software Maintenance Term or any renewal thereof expires without being renewed, the Licensee may thereafter resume receiving Software Maintenance and Support upon (a) notification to Contractor, (b) payment of all fees which would have been due to Contractor had the Software Maintenance Term not expired, and (c) the granting to Contractor of access to the Software, so that Contractor may analyze it and perform such maintenance as may be necessary before resuming the Software Maintenance and Support.

2.5 **Conditions**. Contractor shall not be obligated to provide Software Maintenance and Support for any item of Software if such item requires such services due to

(a) repairs, changes, modifications or alterations not authorized or approved by Contractor, (b) accident, theft, vandalism, neglect, abuse or use which is not in accordance with instructions or specifications furnished by Contractor, (c) causes beyond the reasonable control of Contractor or the Licensee, including natural disaster, fire, flood, unusually severe weather or Acts of God, or (d) the Licensee failure to install and use the most recent Update, or the second most recent Update, provided to it by Contractor. Contractor shall likewise not be obligated to provide Software Maintenance and Support if any Licensee does not timely notify Contractor after it knows of the need for such services or is otherwise not in compliance with its obligations under this Agreement.

2.6 **Fees**. In consideration for Contractor's agreement to provide Software Maintenance and Support under this Agreement, the Licensee shall pay to the Contractor a Software Maintenance Fee, as set forth in Appendix F of the Master Contract, for the initial Software Maintenance Term and each annual renewal period. The Software Maintenance Fee for the Unity EMS software is referred to in Appendix F as "Annual Maintenance Price per EMS". The Software Maintenance Fee for the ES&S firmware is included in the "Annual maintenance price per Precinct Count Optical Scan unit" in Appendix F. The Software Maintenance Fee shall be in addition to any fees or charges separately referred to in any Section of this Agreement. The Software Maintenance Fee is due on the first day of each applicable year of the Software Maintenance Term. Following the expiration of the Optional Post Warranty Maintenance schedule set forth in Appendix F of the Master Contract, the Software Maintenance Fee for each subsequent annual renewal period shall be agreed to between Contractor and Licensee.

2.7 **Proprietary Rights**. The proprietary rights granted to Contractor in all corrections, programs, information and work product conceived, created or developed, alone or with the Licensee as a result of, or related to, the performance of the Software Maintenance and Support shall be as set forth in Section I-Q of the Master Contract (#071B4200234). Subject to the payment of the Software Maintenance Fee, Contractor hereby grants to the Licensee a non-exclusive, royalty-free, site-wide, irrevocable, perpetual, transferable license to use that portion of such corrections, programs, information and work product that Contractor actually delivers to the Licensee pursuant to this Agreement. All licensed items shall be deemed to be "Software", and shall be subject to all the terms and conditions of Contractor's license of the Software, upon delivery.

ARTICLE 3
MISCELLANEOUS

3.1 **Taxes; Interest**. For purchases made directly by the Licensee, the Licensee is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request. The Licensee may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Agreement are used for the Licensee's exclusive use. Certificates of exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

3.2 **Failure to Install Updates or Subscribe for Maintenance.** Contractor will not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by (a) the Licensee's failure to install and use the most recent Update, or the second most recent update, provided to it by Contractor, provided that, Contractor has made all reasonable efforts to timely inform Licensee in writing of the release of Updates and appropriate instructions on the proper installation of the Update, or (b) the Licensee's election not to receive, or to terminate, the Software Maintenance and Support.

3.3 **Excusable Nonperformance**. Excusable Non performance is limited to that provided for in the Licensee's purchase order with the Contractor, which incorporates by reference Section I-X of the Master Contract (#071B4200234).

3.4 **Notice.** All notices under this Agreement shall be delivered personally, sent by confirmed facsimile transmission, sent by nationally recognized express courier or sent by certified or registered U.S. mail, return receipt requested, to the address shown below or such other address as may be specified by either party to the other in compliance with this Section. Notices shall be deemed effective on personal receipt, receipt of such electronic facsimile confirmation, two days after such delivery by courier and four days after such mailing by U.S. mail

If to ES&S:	If to Licensee:
Election Systems and Software, Inc 11208 John Galt Blvd. Omaha, NE 68137 Attention: Eric Anderson	**[_____]** **[ADDRESS]** **[ADDRESS]** **[ATTN.]**
With a copy to: Election Systems and Software, Inc 11208 John Galt Blvd. Omaha, NE 68137 Attention: Tom O'Brien	With a copy to:

3.5 **Entire Agreement.** This Agreement and the purchase order, which incorporates the terms and conditions of the Master Contract (#071B4200234), constitutes the complete and final expression of the parties' agreement concerning its subject matter and supersedes all prior or contemporaneous agreements or statements, written or oral, concerning such subject matter. Furthermore, provisions in this Agreement may be amended during the term of the Master Contract in accordance with Section I-CC of the Master Contract (#071B4200234) provided that such amendments do not contradict or supercede any current provision of this Agreement. Following the expiration of the term of the Master Contract, The Licensee and the Contractor may modify this Agreement through a mutually agreed-upon written amendment.

3.5 **Counterparts; Execution By Facsimile**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this

Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

3.6 **Survival.** The provisions of Sections 1.4, 1.5, 1.7, 1.9, 2.1, 2.3, 2.7, 3.1, 3.2, and 3.5 shall survive the termination of this Agreement, to the extent applicable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, INC. 11208 John Galt Boulevard Omaha, NE 68137 Fax No.: (402) 970-1276	LICENSEE _____ _____ Fax No.: _____
_____ Signature	_____ Signature
_____ Name (Printed or Typed)	_____ Name (Printed or Typed)
_____ Title	_____ Title
_____ Date	_____ Date