



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
525 W. Allegan, Lansing MI 48913  
P.O. Box 30026, Lansing, MI 48909

## NOTICE OF CONTRACT

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

<b>CONTRACTOR</b>	Hart InterCivic, Inc.
	15500 Wells Port Drive
	Austin, TX 78728
	Drew Stewart
	214-901-8100
	dstewart@hartic.com
	8916

<b>STATE</b>	Program Manager	Sally Williams	MDOS
		517-241-2747	
		williams1@michigan.gov	
<b>STATE</b>	Contract Administrator	Sue Cieciva	DTMB
		517-284-7007	
		cieciwas@michigan.gov	

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

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

**Jeff Brownlee, Director, Enterprise Sourcing**  
Name & Title

**DTMB Procurement**  
Agency

\_\_\_\_\_  
Date



# STATE OF MICHIGAN

## VOTING SYSTEM HARDWARE, SOFTWARE AND SERVICES CONTRACT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**“Effective Date”** has the meaning set forth in the preamble.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**“Software”** means both the EMS Software and the System Software.

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

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

**“State”** means the State of Michigan.

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

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

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

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

**“Term”** has the meaning set forth in the preamble.



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

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

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

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

“**Unauthorized Removal**” has the meaning set forth in **Section 10.d.ii**.

“**Unauthorized Removal Credit**” has the meaning set forth in **Section 10.d.iii**.

2. **Statement of Work.** Contractor shall provide the Deliverables, EMS Software and Services, pursuant to the executed License Agreement (defined below) and to the executed Statement of Work, which is attached as **Schedule A** to this Contract. The terms and conditions of this Contract will apply at all times to the Statement of Work.
3. **Statement of Work Requirements.** The Statement of Work will include the following:
  - a. A detailed description of the Services to be provided by Contractor, including any service and maintenance obligations and training obligations of Contractor;
  - b. A detailed description of the EMS Software to be provided by Contractor;
  - c. A detailed description of the Deliverables to be provided by Contractor;
  - d. Names and contact information for Contractor’s Contract Administrator, Program Manager and Customer Service Manager, and any other Key Personnel of Contractor;
  - e. Names and contact information for the State’s Contract Administrator and Program Manager;
  - f. An exhibit detailing the Fees payable under the Statement of Work, the manner in which such Fees will be calculated, any invoicing requirements, including any time frames on which any such Fees are conditioned, and such other information as the parties deem necessary; and
  - g. A detailed description of all State Resources required to complete the Services and Deliverables set forth in the Statement of Work.
4. **Change Control Process.** The State may at any time request in writing (each, a “**Change Request**”) changes to the Statement of Work, including changes to the Services, EMS Software (subject to Section 1.5D Statement of Work) and Deliverables (each, a “**Change**”). Upon the State’s submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 4**.
  - a. As soon as reasonably practicable, and in any case within twenty (20) Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change (“**Change Proposal**”), setting forth:
    - i. a written description of the proposed Changes to any Services, EMS Software or Deliverables;
    - ii. a schedule for commencing and completing any additional or modified Services, EMS Software or Deliverables, and the effect of such Changes, if any, on completing any other Services under the Statement of Work;
    - iii. any additional State Resources Contractor deems necessary to carry out such Changes; and
    - iv. any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.



- b. Within thirty (30) Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by the State's Chief Procurement Officer (or his or her designee), and will constitute an amendment to the Statement of Work.
  - c. If the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its discretion:
    - i. require Contractor to perform the Services under the Statement of Work without the Change;
    - ii. require Contractor to continue to negotiate a Change Notice;
    - iii. initiate a Dispute Resolution Procedure; or
    - iv. if the Change Request is initiated due to changes in the applicable federal or state certification standards or laws, then, notwithstanding any provision to the contrary in the Statement of Work, terminate this Contract for cause under **Section 20**, or otherwise, terminate this Contract for convenience under **Section 21**.
  - d. No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.
  - e. The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Services or Deliverables as described in this Contract are considered part of the Services and Deliverables and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective specifications, and the diagnosis and correction of non-conformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated service and maintenance obligations under this Contract.
  - f. Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.
5. **EMS Software and System Software Licenses.** Contractor hereby grants to the State and Authorized Users the right and license to use the EMS Software, System Software and related Documentation in accordance with the terms and conditions of this Contract and the License Agreement set forth in **Schedule B** (the "**License Agreement**").
6. **Scope of Use for Deliverables.** The State and Authorized Users may use the Deliverables, and any software licensed in connection with such Deliverable, on a worldwide basis for the benefit of themselves. Contractor further authorizes use of the Deliverables by third parties who are under contract with the State or the Authorized User to provide outsourcing services for the benefit of the State or the Authorized User. There are



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

7. **Support and Maintenance.** Contractor shall provide support and maintenance for the EMS Software and all Deliverables in accordance with the applicable service level agreement set forth in the Statement of Work, Section 1.6, and the licensing restrictions set forth in the License Agreement and the terms and conditions of this Contract.
8. **Purchase, Delivery, Installation and Acceptance.**
  - a. Purchase Orders. The State or Authorized User will order the EMS Software, Services or Deliverables pursuant to a signed Purchase Order issued by the State or an Authorized User. The State or Authorized User reserves the right to cancel any Purchase Order at any time prior to shipment of the Deliverables or delivery of the Services and shall not be subject to any charges or other fees whatsoever as a result of such cancellation. The State or Authorized User may by written communication cancel or make changes to any Purchase Order subject to an equitable adjustment in the price, delivery schedule, or both, where appropriate. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL APPLY AT ALL TIMES TO ANY PURCHASE ORDERS ISSUED BY THE STATE OR ANY AUTHORIZED USER UNDER THIS CONTRACT. ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH A PURCHASE ORDER PLACED BY AN AUTHORIZED USER ARE THE SOLE OBLIGATION OF THE AUTHORIZED USER PLACING THE ORDER AND NOT THE RESPONSIBILITY OF THE STATE.
  - b. Delivery Procedure for Deliverables. Contractor shall deliver all Deliverables within the timeframe set forth in the applicable Purchase Order, FOB destination, with such destination being the "ship to" address as specified in the applicable Purchase Order. Contractor shall bear all risk of loss of or damage to the Deliverable until receipt of delivery at the "ship to" address, and shall arrange and pay for all transportation and insurance sufficient to fully protect the Deliverable while in transit. Each shipment shall include a packing slip indicating the Authorized User's order number, a description of the Deliverable shipped and the quantity shipped. If any loss to, or damage of, the Deliverable occurs prior to receipt of delivery at the "ship to" address by the Authorized User, Contractor shall immediately provide a replacement Deliverable. Title shall pass upon receipt of delivery. Contractor shall make available all appropriate or related user Documentation at the time of delivery of the first unit of each different Deliverable type. Deliverables delivered without the appropriate and required Documentation shall be considered "shipped short" until the applicable Documentation has been received.
  - c. EMS Software Installation.
    - i. Unless otherwise set forth in the Statement of Work or the applicable Purchase Order, Contractor will deliver, install, and configure the EMS Software in accordance with the criteria set forth in the Statement of Work.
    - ii. Unless otherwise set forth in the Statement of Work or applicable Purchase Order, Contractor is responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install the EMS Software. Contractor will provide the Authorized User with such notice as is specified in the Statement of Work, prior to delivery of the EMS Software to give the Authorized User sufficient time to prepare for Contractor's delivery, and if applicable, installation of the EMS Software. If the Authorized User is responsible for site preparation or installation, Contractor will provide such assistance as Authorized User requests to complete such preparation and installation on a timely basis.
    - iii. During the Term, Contractor shall provide the State with all Maintenance Releases and New Versions in accordance with the Statement of Work (Section 1.5D, Modification





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

- iv. The State has no obligation to install or use any Maintenance Release or New Version. If the State wishes to install any Maintenance Release or New Version, the State shall have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party as set forth in the Statement of Work.
- d. Deliverable Installation. Unless otherwise specified in the Statement of Work or applicable Purchase Order, Contractor shall provide the initial installation of all Deliverables at no additional charge. Installation shall include: unpacking, removal of all shipping and packing materials from the premises, positioning, connecting to internal utility services, and related necessary services to allow for Testing and Acceptance by the Authorized User. All Deliverable installations shall comply with building and facilities standards established by the State or Authorized User. If the Authorized User installs the Deliverable, Contractor shall provide all reasonably necessary telephone assistance at no additional cost during installation.
- e. Acceptance. Acceptance procedures for Services, EMS Software and Deliverables is set forth in the Statement of Work. Upon completion of testing set forth in the Statement of Work, the State or Authorized User will notify Contractor of its acceptance ("**Acceptance**"), provided such Acceptance occurs and is completed within fifteen (15) calendar days of delivery to the ship to address, after which it will be deemed accepted by the Authorized User or the State, as applicable.

## 9. Invoicing and Payment.

- a. Invoicing. Contractor will invoice the State or Authorized user for Fees in accordance with the requirements set forth in the Statement of Work. Contractor must submit each invoice in electronic format, via such delivery means and to such address as are specified by the State or Authorized User. Each separate invoice must:
  - i. clearly identify this Contract;
  - ii. list each Fee item separately;
  - iii. include sufficient detail for each line item to enable the State or Authorized User to satisfy its accounting and charge-back requirements;
  - iv. for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates;
  - v. include such other information as may be required by the State or Authorized User; and
  - vi. any other requirements set forth in the Statement of Work.
- b. Payment. Invoices are due and payable by the State, within forty-five (45) calendar days after Acceptance, provided the State determines that the invoice was properly rendered. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Invoices are due and payable by Authorized Users in accordance with the Authorized User's standard payment procedures.



- c. Payment Disputes. The State or Authorized User may withhold from payment any and all payments and amounts it disputes in good faith, pending resolution of such dispute, provided that the State or Authorized User:
- i. timely renders all payments and amounts that are not in dispute;
  - ii. notifies Contractor of the dispute prior to the due date for payment, specifying in such notice (A) the amount in dispute; and, (B) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;
  - iii. works with Contractor in good faith to resolve the dispute promptly; and
  - iv. promptly pays any amount determined to be payable by resolution of the dispute.
- d. Not to Withhold Services. Contractor shall not withhold any Services or Deliverables or fail to perform any obligation hereunder by reason of the State's or Authorized User's good faith withholding of any payment or amount or any dispute arising therefrom.
- e. Firm Pricing. Unless otherwise set forth in the Statement of Work, all Fees set forth in this Contract are firm and will not be increased during the Term, or any renewal thereof. For purpose of clarity, the parties may negotiate pricing for replacement hardware or components that reach end of life.
- f. Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use or Authorized users. Notwithstanding the foregoing, all Fees are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.
- g. Right of Setoff. Without prejudice to any other right or remedy it may have, the State and Authorized Users reserve the right to set off at any time any amount owing to it by Contractor against any amount payable by the State or Authorized User to Contractor under this Contract.
10. **Performance of Services**. Contractor will provide all Services and Deliverables in a timely, professional and workmanlike manner and in accordance with the terms, conditions, and specifications set forth in this Contract and the Statement of Work.
- a. State Standards**
- i. To the extent that Contractor has access to the State's computer system or will be handling State Data, Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>
  - ii. To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see [http://michigan.gov/cybersecurity/0,1607,7-217-34395\\_34476---,00.html](http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html). All Contractor personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.
- b. Contractor Personnel**
- i. Contractor is solely responsible for all Contractor personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment



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

- ii. Prior to any Contractor personnel performing any Services, Contractor will:
    1. ensure that such Contractor personnel have the legal right to work in the United States; and
    2. require such Contractor personnel to execute written agreements, in form and substance acceptable to the State or Authorized User, that bind such Contractor personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract.
  - iii. Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State or Authorized User that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State or Authorized User to certain areas of its premises or systems, and general health and safety practices and procedures.
  - iv. The State or Authorized User reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State or Authorized User, to be unacceptable. The request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State or Authorized User exercises this right, and Contractor cannot immediately replace the removed personnel, the parties agree to negotiate an equitable adjustment in schedule or other terms that may be affected by the required removal.
- c. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State or Authorized User and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State or Authorized User, in its sole discretion, may also perform background checks.
- d. **Contractor's Key Personnel**
- i. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Program Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
  - ii. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State, not to be unreasonably withheld. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a



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

- iii. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 20**, Contractor will issue to the State the corresponding credits set forth below (each, an "**Unauthorized Removal Credit**"):
    1. For the Unauthorized Removal of any Key Personnel designated in the Statement of Work, the credit amount will be \$1,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30 calendar days before the Key Personnel's removal.
    2. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 Calendar Days, in addition to the \$1,000.00 credit specified above, Contractor will credit the State \$1,000.00 per Business Day for each day of the 30 calendar Day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$30,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 Calendar Days of shadowing will not exceed \$31,000.00 per individual.
  - iv. Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed under **Subsection iii** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract.
  - e. **Subcontractors.** Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services. The State's approval of any such Third Party (each approved Third Party, a "**Permitted Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:
    - i. be responsible and liable for the acts and omissions of each such Permitted Subcontractor (including such Permitted Subcontractor's employees who, to the extent providing Services or Deliverables, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;
    - ii. name the State a third party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services;
    - iii. be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits
11. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when



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

<b>If to State:</b> Sue Cieciva DTMB Procurement Constitution Hall 525 West Allegan Street PO Box 30026 Lansing, MI 48909 Email: <a href="mailto:cieciwas@michigan.gov">cieciwas@michigan.gov</a> Phone: (517) 284-7007	<b>If to Contractor:</b> Drew Stewart Hart InterCivic, Inc. 15500 Wells Port Drive Austin, TX 78728 Email: <a href="mailto:dstewart@hartic.com">dstewart@hartic.com</a> Phone: (214) 901-8100
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12. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

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



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

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

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

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

**13. Reserved**

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

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



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

15. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
16. **Assignment.** Contractor may not assign this Contract to any other party without the prior written approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party.
17. **Change of Control.** Contractor will notify the State, within 90 calendar days of the effective date, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock resulting in a circumstance described by (e); (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in more than 50% ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

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

18. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in the Statement of Work.
19. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract. The State will not pay for Services or Deliverables, Contractor's lost profits, or any additional compensation during a stop work period. The State or Authorized User, as applicable will pay for any Services or Deliverables that have been ordered, prior to the issuance of the Stop Work Order.
20. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any State or Authorized User location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State or an Authorized User to liability; (d) breaches any of its material duties or obligations under this Contract, including but not limited to obtaining and maintaining, throughout the Term of the Contract, Federal and/or State voting system certification; or (e) fails to cure a breach within the time stated in a notice of breach provided Contractor shall be afforded no less than thirty (30) days to cure any such breach under this Contract unless otherwise mutually agreed upon by the parties. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

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



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

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

21. **Termination for Convenience.** Upon thirty (30) days prior written notice, the State may terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Services immediately, or (b) continue to perform the Services in accordance with **Section 22**. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities. The State or Authorized User, as applicable will pay for any Services or Deliverables that have been Accepted, prior to the effective date of the termination.
22. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days)(the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Services and Deliverables to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services and Deliverables to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Services at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services and Deliverables, training, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed Deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
23. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to third party claims arising out of: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any third party, excluding any Third-Party Products; and (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to the negligence or misconduct of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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





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

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

- 24. Infringement Remedies; Exclusions.** Excluding any Third-Party Products, if, in either party's opinion, any of the Services, EMS Software or Deliverables supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense do one of the following at State's option: (a) procure for the State the right to continue using the Services or Deliverables, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing, or if this option is not reasonably available to Contractor, (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it. Contractor will not defend or indemnify the State if any claim of infringement or misappropriation (a) is asserted by an affiliate of the State; (b) results from the State's design or alteration of any Services, EMS Software or Deliverables; (c) results from use of any Deliverable or EMS Software in combination with any non-Contractor product, except to the extent, if any, that such use in combination is restricted to the EMS Software system designed by Contractor or Contractor has directed such use; (d) relates to Third-Party Products; or (e) arises from State-specified customization work undertaken by Contractor or its designees that are made in response to State specifications. THIS SECTION 24 AND THE STATE'S INDEMNIFICATION RIGHTS UNDER SECTION 23 STATES THE ENTIRE LIABILITY OF CONTRACTOR AND STATE'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT AND INTELLECTUAL PROPERTY MISAPPROPRIATION; PROVIDED THAT, THE STATE MAY ALSO TERMINATE THIS CONTRACT FOR CAUSE.
- 25. Limitation of Liability.** NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. IN ADDITION, IN NO EVENT WILL THE STATE'S OR THE CONTRACTOR'S AGGREGATE LIABILITY TO THE OTHER OR TO ANY AUTHORIZED USER UNDER THIS CONTRACT EXCEED THE MAXIMUM AMOUNT OF FEES SPECIFIED IN THE STATEMENT OF WORK WITH RESPECT TO THE STATE OR THE MAXIMUM AMOUNT OF FEES SPECIFIED IN THE APPLICABLE PURCHASE ORDER FOR SUCH AUTHORIZED USER.
- 26. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract and that could reasonably be expected to affect Contractor's ability to comply with this Agreement, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 27. State Data.** The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes all of the State's or Authorized User's data collected, used, processed, stored, or generated as the result of the Services. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use



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

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

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA) by the receiving party; (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) the receiving party obligates the subcontractor in a written contract to maintain the disclosing party's Confidential Information in confidence. At a party's request, any employee or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, the immediate termination without penalty to the terminating party, of this Contract or any Statement of Work corresponding to the breach or threatened breach.



- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.
29. **Data Privacy and Information Security.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of State Data; (b) protect against any anticipated threats or hazards to the security or integrity of State Data; (c) protect against unauthorized disclosure, access to, or use of State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing.
30. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

31. **Warranties and Representations.**

- a. Authority. Contractor represents and warrants to the State that:
- i. It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
  - ii. It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;
  - iii. The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and
  - iv. When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.
- b. Pass through Warranties. Contractor further represents and warrants to the State that:
- i. it shall pass through all manufacturer supplied end-user warranties to the Authorized User or the State, as applicable, and that with respect to all of the Deliverables



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

- c. EMS Software and Deliverable Representations and Warranties. Contractor further represents and warrants to the State that:
- i. except for any Third Party Products used in conjunction with the EMS Software or any Deliverable (including System Software) provided hereunder, it is the legal and beneficial owner of the entire right, title and interest in and to the EMS Software and Deliverables (including any System Software), including, all Intellectual Property Rights relating thereto necessary to perform hereunder;
  - ii. it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;
  - iii. the EMS Software and Deliverables (including any System Software), and the State's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind;
  - iv. when used by the State or any Authorized User in accordance with this Contract, the EMS Software or Deliverable (including any System Software) as delivered or installed by Contractor does not or will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;
  - v. Contractor uses industry standard software and tools designed to ensure that the EMS Software or any System Software does not or will not at any time during the license term contain any Harmful Code;
  - vi. when delivered, the EMS Software and System Software shall be at the current State certified release level unless otherwise requested by the State or Authorized Users; and
  - vii. all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will the EMS Software or any Deliverables (including any System Software) have any material undocumented feature.
- d. Performance Warranty.



- i. Contractor warrants that during the Term of the Contract: (A) the EMS Software and the Deliverables (including System Software, but, excluding any Third-Party Products) will function in conformity with this Contract, the specifications set forth in the Statement of Work, and the Documentation; and (B) all Deliverables (but excluding any Third-Party Products) will be free of damage or defect in design, material and workmanship, and will remain so under ordinary use as contemplated by this Contract, the specifications set forth in the Statement of Work, and the Documentation. Contractor will, at the State's discretion, replace or repair any Contractor hardware that does not comply with this warranty, at no additional charge to State. The foregoing warranty shall not include the repair or replacement of any Deliverable components that are consumed in the normal course of operating the Deliverables, including printer ribbons, printer cartridges, paper rolls, backup batteries, removable media storage devices or marking devices. These warranties are effective provided that (I) the State or Authorized User promptly notifies Contractor of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (II) the Deliverable, EMS Software or System Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by Contractor, (III) the Deliverable, EMS Software or System Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by Contractor or causes beyond the reasonable control of Contractor or the State or Authorized User, including, but not limited to, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, power failures, surges or electrical damage, transportation delays, governmental regulations and utility or communication interruptions, and (IV) the State or Authorized User has installed and is using the most recent Update, provided to it by Contractor. This warranty is void for any units of a Deliverable which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.
- ii. Contractor further warrants that the EMS Software and the Deliverables (including System Software) will operate in conjunction with the Third Party Products during the Term of the Contract, provided that (i) the State or Authorized User has installed and is using the most recent State certified update provided to it by Contractor, and (ii) the Third Party Products are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, Contractor will, in accordance with Section 1.6 of the Statement of Work, use commercially reasonable efforts to remedy or provide a suitable workaround for defects, errors or malfunctions in the EMS Software or the Deliverables (including System Software) that is causing such breach to occur. The State and Authorized Users acknowledge that Contractor has merely purchased the Third Party Products for resale to State or Authorized User, and that the proprietary and intellectual property rights to the Third Party Products are owned by parties other than Contractor. Subject to the Statement of Work, the State and Authorized User further acknowledge that except for the payment to Contractor for the Third Party Products, all of its rights and obligations with respect thereto flow from and to the Third Parties.
- iii. If the Contractor breaches any of the warranties set forth in this **Subsection d** Contractor will, upon written notice from the State, remedy such breach in accordance with its service and maintenance obligations set forth in Section 1.6 of the Statement of Work, including the time periods set forth in such section. In the event Contractor fails to remedy such breach on a timely basis, the State will be entitled to such remedies as are specified in the Statement of Work or as may otherwise be available



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

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

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

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

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

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

<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	License Agreement
<b>Schedule C</b>	Pricing

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



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

37. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services or Deliverables from other sources.
38. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
39. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision (the “**Dispute Resolution Procedure**”). The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

40. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
41. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
42. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
43. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, limitations of liability, and confidentiality (and any surviving provisions in the License Agreement), will survive the expiration or termination of this Contract.
44. **Entire Agreement.** This Contract, including its Schedules, constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms of this Contract and those of the Statement of Work or other Schedule, the following order of precedence governs: (a) first, this Contract; and (b) second, the Statement of Work or other Schedule. NO TERMS ON CONTRACTOR'S WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, EMS SOFTWARE, DELIVERABLES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER,



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





# STATE OF MICHIGAN

Voting System Hardware, Firmware, Software and Service

## SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

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

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

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

### BACKGROUND

#### *In Scope:*

This Contract includes:

- Purchase of voting system tabulators and all related components (Election Day precincts: one tabulator per precinct and Absent Voter Counting Board, based on a formula determined by the State.). In addition, one tabulator per county.
- Purchase of accessible voting system components, for use by voters with disabilities (one per Election Day polling location [with some exceptions]). In addition, one accessible device per county.
- Related Election Management System or 'EMS' software. Two EMS software options will be available at the county level:
  - 1) **Full EMS ("Program Your Own")**, for counties that fully program their elections internally (without reliance on the voting system Contractor/subcontractor for programming); and
  - 2) **Accumulation-Only EMS**, for counties that rely on the voting system Contractor/subcontractor for programming; the accumulation-only functionality for these counties must include the capability to burn media, read media, transmit results and produce accumulation reports.
- Initial training and training documentation for county/local jurisdiction clerks and election staff.
- Voting System component / consumables costs (replacement or additional components not already covered in initial purchase).
- Initial system/software service and maintenance (acquisition year + four years).



- Extended service and maintenance (after the expiration of the initial service period, + 5 years). Note: in the absence of a State appropriation, local counties and jurisdictions will be solely responsible for the cost of extended service and maintenance.
- Preventative maintenance (every two years).
- NOTE: The Contractor shall provide the State with one full set of all system components at no charge (precinct tabulator; AVCB tabulator; accessible voting device; full EMS software (“Program Your Own” version); all related training and documentation).

**Anticipated Key Implementation Timeframes:**

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

- Early to Mid 2017: For counties / jurisdictions that plan to implement the new system’s first use in Michigan’s August 8, 2017 election;
- Mid-2017: For counties / jurisdictions that plan to implement the new system’s first use in Michigan’s November 7, 2017 election;
- Early 2018: For counties / jurisdictions that plan to implement the new system’s first use in Michigan’s May 8, 2018 election;
- Mid-2018: For counties / jurisdictions that plan to implement the new system’s first use in Michigan’s August 7, 2018 primary election.
- Statewide implementation is expected to be completed by August 2018.

**Detailed Specifications**

**1. Specifications**

**Exhibit 2, Attachments 1.1 – 1.4 to Schedule A** contain detailed technical specifications and requirements for Michigan’s next generation voting system.

**1.1 Voting System HARDWARE Technical Requirements**

**Exhibit 2, Attachment 1.1 to Schedule A** lists detailed voting system **hardware** technical specifications and requirements. This attachment is broken into several categories, including:

- A. Ballot Counter / Tabulator Requirements
- B. Ballot Requirements
- C. Memory Device Requirements
- D. Ballot Box Requirements
- E. COTS (Commercial Off the Shelf) Options
- F. Reliability Requirements
- G. Security Requirements

Refer to Exhibit 2, Attachment 1.1 to Schedule A for additional details of these requirements.

**1.2 Voting System ELECTION MANAGEMENT SYSTEM (EMS) SOFTWARE Technical Requirements**

**Exhibit 2, Attachment 1.2 to Schedule A** lists detailed voting system **Election Management System (EMS) software** technical specifications and requirements. This attachment is broken into several categories, including:

- A. Election Management System (EMS) General Requirements
- B. EMS Programming Requirements
- C. Ballot Programming and Layout Requirements
- D. Election Night Reporting (ENR) Capabilities / Requirements
- E. Reports Requirements



- F. Audit Capabilities / Requirements
- G. System / Software Ownership Requirements

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

**1.3 Voting System ABSENTEE VOTING (AV) Technical Requirements**

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

- A. AV Processing General Requirements
- B. High Speed AVCB Tabulator Requirements

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

**1.4 Voting System ACCESSIBLE VOTING SYSTEM COMPONENT Technical Requirements**

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

- A. Accessible Voting System General Requirements
- B. Accessible Voting System – Use of Touch Screen Interface Requirements
- C. Accessible Voting System – Use of Paper Ballots (Requirements related to 3 possible scenarios)
- D. Reliability Requirements

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

**1.5 State and Federal Testing / Certification Requirements**

**A. Federal Testing and Certification Requirements**

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

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

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

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

**B. State Testing and Certification Requirements**

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

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



C. State Uniform Data Format

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

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

D. Modification Requirements

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

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

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

**1.6 Service and Maintenance**

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

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

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

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

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

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



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

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

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

**A. Service and Maintenance**

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

**Deliverables and System Software:**

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

1. Upgrades to System Software. Make available to the State and any Authorized User no later than the first day of general release, copies of the System Software and documentation revised to reflect any enhancements (including New Versions and upgrades) to the System Software. Acceptance of system upgrades will proceed as outlined in **Section 1.5D, Modification Requirements**.
2. Known Defects. Contractor shall promptly notify the State and any Authorized User of any defects or malfunctions in the Deliverable, associated System Software or Documentation of which it learns from any source, correct any such defects or malfunctions or provide a workaround until corrected within five (5) Business Days of knowledge of such defect or malfunction and provide the State or Authorized User with corrections of same, at no additional cost to the State or Authorized User. If the correction of known defects requires Federal or State certification, acceptance of the correction will proceed as outlined in **Section 1.5D, Modification Requirements**.
3. Coverage. See Section 1.6(C)(1) below.
4. Service Levels. Respond to problems with the Deliverable identified by the State or an Authorized User in no more than two (2) hours after notification. Resolve all problems as specified in Section 1.6(C)(2) below. For purposes of this section, “resolve” means that Contractor has provided all parts, components and services required to correct the defect and restore such Deliverable so that it functions as warranted, and the State or Authorized User has confirmed such correction and its acceptance of it in writing; or Contractor shall replace it, so that it functions as warranted, and the State or Authorized User has confirmed such replacement and its acceptance of it in writing. Services provided by Contractor to correct the defect shall be on-site, and Contractor shall be solely responsible for any shipping cost to return any Deliverable to Contractor.

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

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



- b. Six weeks before Election Day – Guaranteed 10-day response through prompt response to Contractor's proactive RMA notification
  - c. Ongoing RMA process – Orders are returned within 10 business days of receipt from the customer
5. Remedies. If Contractor is unable to make the Deliverable conform, in all material respects, to the Contract requirements and Documentation within thirty (30) calendar days following written notification by the State or an Authorized User, Contractor shall, at the State's or such Authorized User's request, return all monies paid by the State or such Authorized User per the direction of the State Program Manager for the non-conforming Deliverable and Documentation and such other related Service(s) rendered unusable, including any prepaid maintenance fees associated with that Deliverable.

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

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

1. Maintenance Releases and New Versions. Contractor shall provide to the State and Authorized Users, at no additional charge, and no later than the first day of general release, with all Maintenance Releases and New Versions (as those terms are defined in the Contract Terms) of the EMS Software. Acceptance of maintenance releases and new versions will proceed as outlined in **Section 1.5D, Modification Requirements**.
2. Known Defects. Promptly notify the State and all Authorized Users of any defects or malfunctions in the EMS Software or Documentation of which it learns from any source other than the State or an Authorized User and provide to all Authorized Users a correction of any such defects or malfunctions, or a work around until a correction is available, within five (5) days of Contractor's knowledge of such defect or malfunction. If the correction of known defects requires Federal or State certification, acceptance of the correction will proceed as outlined in **Section 1.5D, Modification Requirements**.
3. Coverage. See Section 1.6(C)(1) below.
4. Service Levels. Respond to problems with the EMS Software identified by the State or an Authorized User in no more than two (2) hours after notification. Resolve all problems according to the following:
  - Priority 1 (EMS Software inoperable) within one week.
  - Priority 2 (certain processing interrupted or malfunctioning but EMS Software able to process) within two weeks.
  - Priority 3 (minor intermittent malfunctioning, EMS Software able to process data) within 30 days.

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

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



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

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

**B. Preventative Maintenance (Tabulators/accessible voting system components only)**

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

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

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

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

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

**Maintenance for Verity Scan (both Routine and Preventative)**

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



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

**Routine and Preventative Maintenance for Verity Touch Writer with Access**

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

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

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

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

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

The State has final approval over all preventative maintenance checklists.

**C. Technical Support Response Requirements**

- Help Desk Telephone Support
- Equipment Repair/Replace
- Reporting Requirements
- Support Personnel

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

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





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

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

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

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

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

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

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

**2. Equipment Repair/Replace**

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

**3. Reporting Requirements**

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



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

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

**4. Support Personnel**

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

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

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

All service technicians shall:

- a. Be well trained, professional, knowledgeable and experienced in the maintenance and repair of tabulators, accessible voting components, firmware and EMS software; and capable of replacing malfunctioning equipment in county/local jurisdiction offices, storage facilities and/or the polling place.
- b. Have reliable dedicated transportation of sufficient size to accommodate the transport of voting equipment as needed.
- c. Maintain a reasonable supply of certified manufacturer replacement parts and components necessary to repair malfunctioning equipment and return it to service.
- d. Have cellular telephones or other means of real-time communication, and must provide this information to the designated jurisdiction representatives.

**1.7 Product Recall Requirements and Procedures)**

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

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

**1.8 Quality Assurance Program**

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

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



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

- Engineering
- Production/Manufacturing
- Deployment/Program Management

#### **CONTRACTOR'S QUALITY MANAGEMENT SYSTEM**

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

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

The QMS includes:

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

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

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

The QMS documentation includes:

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

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

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



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

**QUALITY ASSURANCE DURING ENGINEERING**

Contractor’s QMS ensures quality during engineering and testing.

The following diagram shows the major phases of our QA lifecycle. Contractor’s custom Quality Assurance methodology was developed based on a hybrid of Agile and Waterfall methodologies. Our system enables fast iterative development, yet ensures that System Integration Test (SIT) is performed on the complete final product. These practices are embedded in a best-in-class quality management tool – HP Quality Center (HP QC). This allows Contractor’s processes to be efficient and traceable from requirements through test execution and defect management.



1. **Requirements Management.** In this phase, system requirements and specifications are gathered, analyzed, detailed, traced and documented by Contractor’s staff. Technical, design, implementation and test requirements are defined and developed. Requirements are prioritized and assigned to releases, sprints and cycles. Contractor’s Change Management Process is implemented for the new product.
2. **Release Management.** A release represents a group of changes in one or more applications/products that will be available for distribution at the same time. A cycle represents a development and QA cycle based on the project timeline. In this phase, a high-level schedule is planned. Milestones and deliverables are established. A release-cycle management plan is developed. Releases and sprints are specified. Requirements are assigned to the



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

3. **Test Management.** This includes test planning and development. Requirements are examined to determine and define the testing scope, goals and strategy. Test plans and test schedules are created. Manual and automated tests, test data sets and test environments are developed. Contractor's automation test tool may be used for automating certain tests and test runs. Performance, volume and accuracy tests are planned. Contractor's Test Resources are identified. Test plans and test scripts are reviewed and approved internally. Each test is linked with a requirement or requirements, thus establishing relationship between tests and requirements and defining requirement coverage.
4. **Test Execution and Defect Management.** Test sets that include a group of tests targeted towards a specific test goal are created and assigned to planned execution cycles and testers. The test results are analyzed and defects are reported in Contractor's HP QC system. Defects are linked to the test and requirements. Defects are prioritized and reviewed by the change management team. Corrected defects are validated and appropriate regression tests are executed. System and Integration testing is performed incrementally and on the complete system. Reports and graphs are generated to analyze the progress of defect repairs, and determine the quality and stability of the release.
5. **Deployment and Release to Manufacturing (RTM) Processes.** In the Contractor's SQA model, some or all phases may be repeated for each QA release as required to meet the requirements and quality objectives set for that release. Contractor has standardized reports and graphs of reporting progress. These provide visibility across the project team on key metrics and help to carry out an efficient release and risk management process.

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

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

#### QUALITY ASSURANCE DURING PRODUCTION/MANUFACTURING

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

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

##### **Progressive Build Strategy**

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

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

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

Contractor's primary manufacturer of Verity Voting devices states:

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

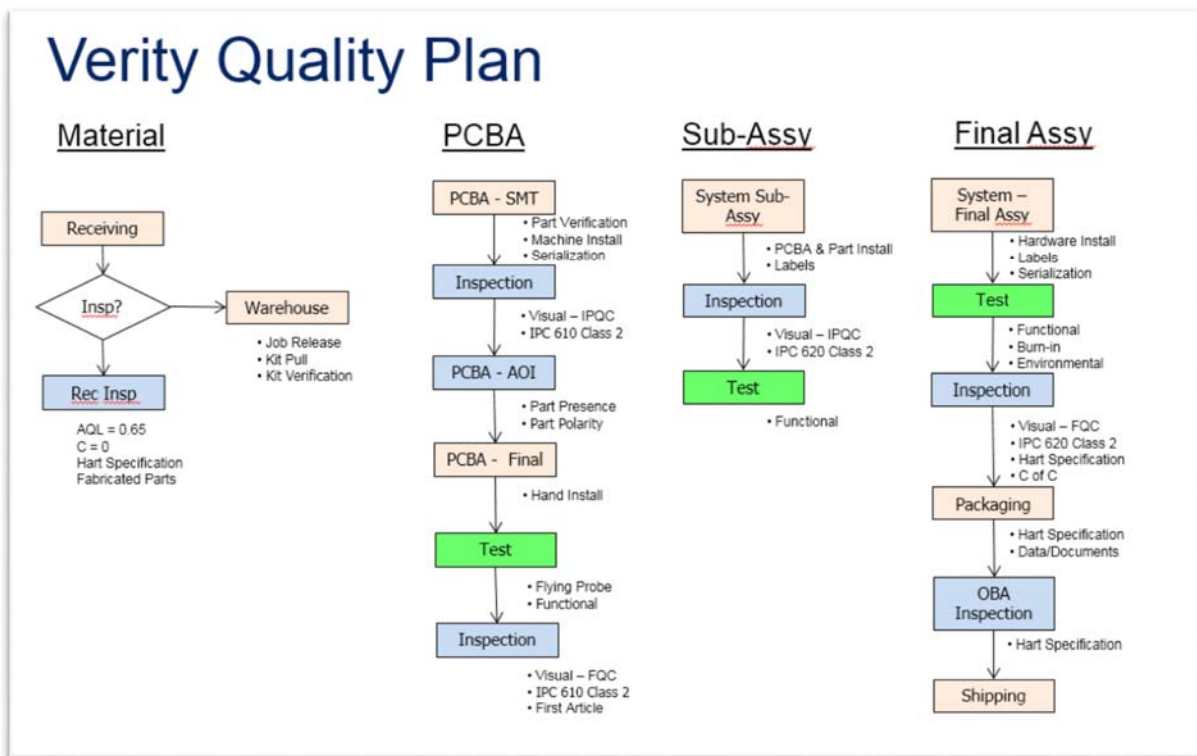
##### **Contractor manufacturing requirements include:**

- System integration and box build



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

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



**QUALITY ASSURANCE DURING DEPLOYMENT/PROGRAM MANAGEMENT**

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



### Project Quality Management Plan (QMP)

Forms and templates:

- Project Close-Out Report
- Standard Project Wrap Up Meeting Agenda
- Project Completion Customer Survey

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

No.	Quality standard	Tracking tool or measure
1	Project is completed by the established end date.	Charter, Project Plan, Project Schedule and Status Reports
2	Project is completed within budget.	Charter, Project Plan, Cost Tracking, and Status Reports.
3	Project Reviews show actual costs to date do not exceed planned costs to date.	Project Cost Report
4	Project will be completed within original scope requirements and approved scope changes.	Charter, Project Management Plan, Scope Management Plan, Project Change Requests
5	Customer acceptance meetings are held to verify and validate that project deliverables are within expectations.	<ul style="list-style-type: none"> <li>· Communication Plan</li> <li>· Meeting Minutes</li> </ul>
6	Issues are resolved and documented within 15 calendar days of identification or extensions are explained.	<ul style="list-style-type: none"> <li>· Issues Management Plan</li> <li>· Issues Log</li> </ul>
7	A Project Close-Out Report is completed within 30 days after project completion.	Close-Out Report
8	Feedback throughout the Project from customer and in Project Completion Customer Debrief.	Project Completion Customer Survey and Debrief

### User Acceptance Testing

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

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

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

### Overview of System Acceptance and Functionality Test Procedures

The following steps represent a high-level description of the typical UAT process. Detailed UAT procedures are documented in Contractor’s *Service and Maintenance Guide*.



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

Assignments might include:

- Unloading trucks
  - Unboxing equipment
  - Setting up booths
  - Testing (inspect) booths, affixing S/N
  - Moving booths to testing area
  - Taking down booths
  - Testing and labeling battery packs
  - Testing voting devices
  - Adding equipment to local inventory list
  - Testing and loading caddies
2. Set up an area where booths will be inspected and S/N labels will be affixed to booths.
  3. Assign Verity Key to devices to be tested.
  4. Perform booth functionality testing per the checklist.
  5. Check all devices for shipping damage/exterior damage.
  6. Check all ports for obstructions or damage.
  7. Turn the voting devices over onto a soft cloth or cardboard. Test and connect battery packs.
  8. For Scan devices, set up and test ballot box(es). Set the Scan onto its ballot box.
  9. Insert an unvoted Test vDrive into the voting device.
  10. Turn the voting device on and observe the screen to confirm battery power.
  11. Connect the voting device with the AC power cable and observe the screen to confirm AC power.
  12. Perform calibration testing for each voting device touch screen.
  13. Perform scanner head calibration testing for each Scan.
  14. Check the clock and set the time and time zone.
  15. Display and confirm the software version number.
  16. Continue to Open Polls.
    - a. Test the poll worker button during this process.
    - b. Test the printer during the process.
  17. Add a voter and vote a ballot.
    - a. Print a ballot on the Touch Writer.
    - b. Scan a ballot on Verity Scan.
  18. Test the Access interface on the Touch Writer (vote a ballot using the buttons).
  19. Test the Access interface's headphone functionality on Touch Writer.
  20. Test the Access interface's dual switch functionality on the Touch Writer.
  21. Close or suspend polls and use the button on the report printer to advance the printer paper.
  22. Power off the voting devices.
  23. Remove tapes.
  24. Document the test using the functionality logs or a similar checklist.
  25. Verify the quantity of each product.





**1.9 Incentives**

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

**2. Service Levels**

**2.1 Time Frames – Order Placement and Processing**

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

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

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

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

**2.2 Delivery**

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

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

**2.3 RESERVED**

**2.4 RESERVED**

**2.5 RESERVED**

**2.6 Training**

- A. Training Documentation - within 30 calendar days after Contract execution, the Contractor shall provide 10 copies of user manuals and step-by-step procedures for using the Verity voting system and all components, accessible voting system components and EMS software to the State Program Manager or designee. This material shall be provided both in paper and electronic (e.g., pdf) form. Delivery of equipment and software to the Counties and local jurisdictions must include at least one complete set of training documentation (both electronic (e.g. pdf) and paper form) for each County and local jurisdiction.
  
- B. Electronic Training Modules – Within 30 calendar days after Contract execution, the Contractor shall provide an electronic training course (e.g., video, web-based, etc.) that can be viewed, downloaded, and published online by the State, county and local election officials, covering end-to-end operation of the system; step-by-step procedures covering equipment set up, processing and close-down procedures; and other relevant information related to the use of the voting system and its components, and accessible voting system components. The electronic training module must be no longer than 30 minutes in length and be suitable for use as part of a training program for election inspectors (Election Day precinct workers). The electronic training modules must be provided in a format that allows the State to utilize the content (in whole or in part) in State-specific online training courses.
 

Contractor's electronic training module walks learners through each step needed for setup, processing and close-down using the Verity Voting system components. Contractor shall provide this module in reusable PowerPoint format.
  
- C. In-Person Training –Contractor's plan for training State staff and local election officials (including but not limited to county and local clerks) on the operation and use of the new voting system, accessible voting system components and EMS software, includes, but will not be limited to the following:
  - a. Use of the EMS to set up an election and design and layout ballots



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

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

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

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

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

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

**Standard Training Courses**

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



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



Contractor will work with each County to develop a Training Schedule and Plan for County and local elections staff. Courses that cover the specific topics listed for this requirement are shown in the following table.

**Courses that cover specific topics**

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



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

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

- **Task-orientation.** Contractor’s curriculum is designed in modules that reflect specific tasks commonly encountered during pre-election ballot programming; testing; equipment preparation, deployment and setup; and tabulation and reporting of election results. Step-by-step procedures support specific tasks required to use the Verity Voting system successfully and efficiently.
- **Hands-on methods.** Contractor’s first priority is to teach using hands-on training methods, and each module of training includes hands-on exercises.
- **Development of skills.** Contractor teaches skills and tests that learners have achieved a basic facility with them. Retention of information and mastery of skills, which are key objectives of Contractor’s training methodology, require a level of attention and care that goes beyond merely “telling.”
- **High activity level.** Contractor’s training curriculum is active, with a mixture of classroom lecture and hands-on lab activities. A variety of activities ensures that trainees remain engaged.
- **Repetition and practice.** Training includes a separate simulation section during which trainees practice and review skills at their own pace. Written reviews are available as well.
- **Simulation of real-world procedures.** While training manuals are valuable resources, Contractor is committed to training step-by-step procedures with materials, paperwork, and forms identical to those that will be used during real-world election operations. By gaining exposure to actual paperwork and procedures, elections staff, and technical troubleshooters can feel more comfortable with the Verity Voting system and the associated County documentation.

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



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

**2.7 RESERVED**

**2.8 Meetings, Project Updates and Reports**

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

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

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

**3. Staffing**

**3.1 Contractor Representatives**

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

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

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

**State Project Manager and Customer Service Manager**

Drew Stewart  
 Phone: 214-901-8100  
 Email: dstewart@hartic.com

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

**3.2 Customer Service Toll-Free Number**

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



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

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

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

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

**Customer Service, Help Desk and Technical Support**

Hart InterCivic Customer Support Center  
 Email: hartsupport@hartic.com  
 Toll Free Number: 866-275-4278

**3.3 Disclosure of Subcontractors**

The Contractor does not intend to utilize subcontractors to fulfill the requirements of this Contract. However, if during the Contract term the Contractor utilizes any subcontractors, the Contractor must provide prior written notice of all of the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; names and titles of all subcontractor staff that will be assigned to the Michigan contract, along with each individual's role and responsibilities; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

A complete description of the subcontractor's prior experience that illustrates the subcontractor's relevant qualifications for completing the planned work they will be assigned under this Contract.

Any planned change to subcontractor staff must be communicated to the State Contract Administrator and Program Manager at least 30 calendar days prior to the planned change. The State has the right of approval for any subcontractors provided.

Of the total Contract value, the price of the subcontractor's work.

**3.4 Security**

The Contractor will be subject to the following security procedures:

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities, data and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) fingerprints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested.

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform the work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all physical security procedures in place within the facilities where they are working.



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

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

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

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

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

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

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

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

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

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

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

**4. Pricing**

**4.1 Price Term**

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

**4.2 Price Changes**

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

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





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

**5. Ordering**

**5.1 Authorizing Document**

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

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

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

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

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

**5.2 Order Verification**

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

**5.3 Minimum Order**

There is no minimum order requirement.

**6. Delivery**

**6.1 Delivery Programs**

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

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

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

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

- White Glove service provides:
- Pre-arranged delivery within a four-hour window, arranged in advance
- Break-down of the pallets so that carton sized boxes can be delivered within the building
- Delivery within the building all of the loose cartons from the pallets
- Removal of any excess cardboard or shrink-wrap at the time of the delivery

**6.2 Packaging and Palletizing**

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

**7. Acceptance**



**7.1 Acceptance, Inspection and Testing**

Counties will work with the State to finalize the list of jurisdictions that will accept delivery and implement the new voting system for each planned purchase phase. The State will initiate each county-based Purchase Order (PO) for each purchase phase based on this plan.

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

With respect to delivery and installation of EMS, the Contractor shall provide an EMS delivery/installation plan that allows for EMS software installation to be handled by the counties and local jurisdictions. If such an arrangement is proposed and mutually agreed upon, Contractor must provide detailed software installation instructions to counties and local jurisdictions at the time of EMS delivery. In addition, Contractor must provide technical phone support to assist counties and local jurisdictions with software installation.

The Contractor’s minimum system requirements, including the required/relevant Operating System, to ensure successful operation of the EMS are listed as follows. Contractor provides these requirements for both the full EMS and the accumulation-only EMS options.

Contractor pre-configures Verity PCs and delivers all hardware as a preinstalled system. The following minimum system requirements apply to the PCs that run both the full EMS and accumulation-only EMS options:

- Processor - X86 compatible, 3.0 GHz, Quad Core
- Memory - 8GB
- Operating System - Windows Embedded Standard 7
- CD/DVD Drive - 8x DVD +/- RW slim line
- Application Disk Storage - RAID 1 hard drives, removable (key locked)
- Monitor Resolution - 1600 x 900 at 60 Hz
- Network Connection - Ethernet 100Mb/1Gb
- Other - 4 USB ports, USB mouse and keyboard, wireless prohibited

For more information about the EMS configuration options, including hardware/software requirements, see **Schedule C, Pricing; Cost Table 5.**

Upon receipt of the systems at the county and local jurisdiction level, each jurisdiction will be responsible for testing and accepting their designated systems, based upon a checklist developed by the State. Each county and jurisdiction receiving voting systems, accessible voting system components and related EMS software will be required to complete a *Receipt/Acceptance* form and submit it to the State. Acceptance test criteria will include a logic/accuracy test (for tabulators/accessible devices) and a confirmation of successful installation of the approved version of EMS software (where applicable). If defects are uncovered during testing that result in an unsuccessful test, affected system component(s) will be rejected and Contractor must replace and re-test the components within 10 business days. Once all voting systems and EMS software are tested and accepted, a completed *Receipt/Acceptance* form (developed by the State) will be completed and returned by each jurisdiction in the county for each purchase phase documenting successful completion of required testing; at which point the State will release payment on the State-issued county-based PO.

**7.2 Final Acceptance**

Final acceptance of each local county and jurisdiction order will be accomplished via the receipt/acceptance process described in **Section 7.1** and **Section 8e** in the Standard Contract Terms.

**8. Invoice and Payment**

**8.1 Invoice Requirements**

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

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

**8.2 Payment Methods**



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

**9. Additional Requirements**

**9.1 Environmental and Energy Efficient Products**

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

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

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

- Contractor’s RMA crew refurbishes/repairs/re-uses equipment from our voting systems. Contractor obtains the hardware components of its Verity voting system from established vendors who are committed to responsible environmental conservation practices. For example:
- Contractor’s PCs are provided by HP, whose “Living Progress” program promotes and measures the company’s activities that further its commitment to human rights and environmental protection.
- Scanners from Kodak and Canon include many features that reduce energy consumption, and both companies have extensive sustainability programs.
- Avnet, supplier of memory, processors, tablets, and other components of the Verity system, has programs in place to ensure ethical business conduct, the use of non-exploitive labor along the entire supply chain, and to ensure opportunities for positive environmental impacts. Contractor utilizes Computer Crusher Recycling Company to professionally recycle old election equipment. Computer Crusher Recycling Company is certified by the Texas Commission on Environmental Quality, and keeps hundreds of thousands of tons of e-waste out of landfills annually.
- AFP Engineered Packaging Solutions, Contractor’s packaging materials supplier, has “taken ownership of developing environmental solutions.” The company has led innovations in the process of post-industrial and post-consumer recovery of polyethylene, developed materials with high amounts of recycled content, and uses only corrugated boxes that have a minimum of 35% recycled content.
- In addition, Contractor’s compact Verity Touch Writer and Verity Scan components have significantly smaller footprints compared to other voting equipment on the market. Equipment can be transported in everyday vehicles and requires less space to store, reducing energy consumption during and between elections.

These devices are manufactured in environmentally conscious plants:

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

- Virtex Enterprises assembles the Verity Touch Writer, Scan, and other equipment. Virtex is an eco-friendly factory that strives to mitigate its carbon footprint through compliance to both Restriction of Hazardous Substances (RoHS) and Waste Electrical and Electronic Equipment (WEEE) directives. Virtex has implemented waste reduction and recycling programs as well as Energy management and scrap management programs.
- Prismier provides the ballot box and all custom molded plastics in our Verity unit and booth. Prismier complies with all fair trade and labor policies and is committed to equal opportunity, community engagement, sustainable purchase practices, and waste management and reduction.

**9.2 Hazardous Chemical Identification**

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



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

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

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

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

**9.3 Mercury Content**

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

**9.4 Brominated Flame Retardants**

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

**9.5 License Agreement**

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

**9.6 Key Personnel**

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

**State Project Manager and Customer Service Manager**

Drew Stewart  
 Phone: 214-901-8100  
 Email: dstewart@hartic.com

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

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

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

**9.7 Non-Key Personnel**

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

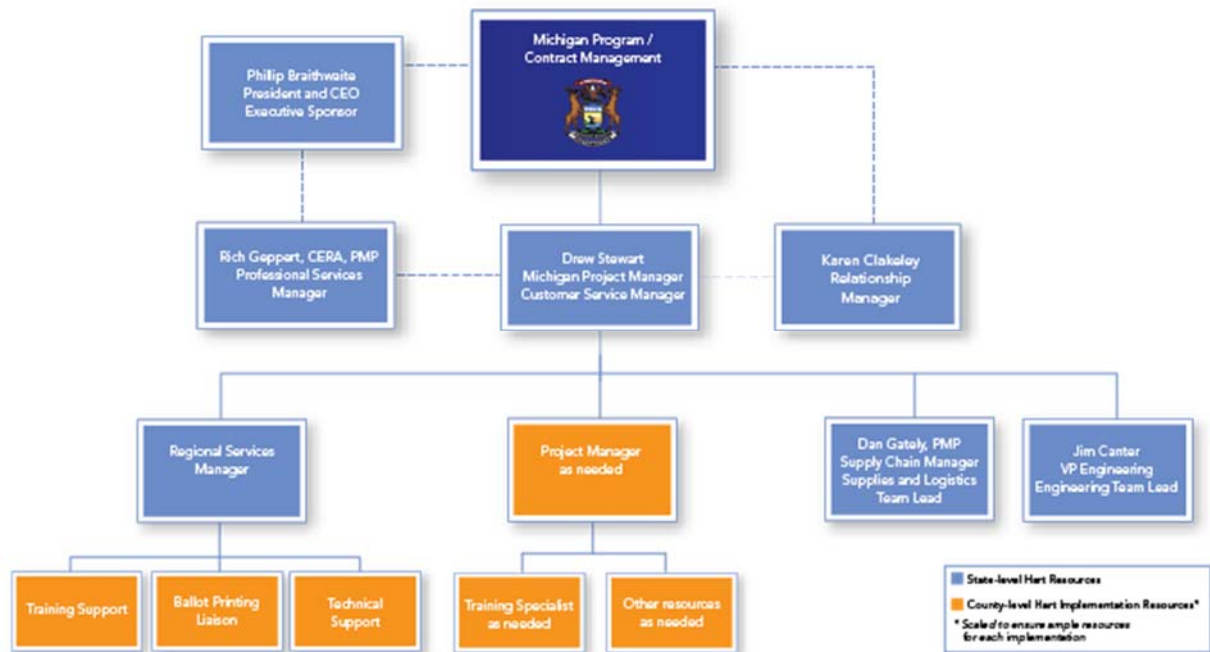
**9.8 Organizational Chart**

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

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



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



**9.9 Project Plan**

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



**Exhibit 1 to Schedule A**

**Federal Voting System Testing / Certification Matrix**

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

Definitions:

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

**A) Currently Certified System(s)**

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

Yes

No

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

	<b>Bidder Response</b>
<b>Product / System Name</b>	Verity Voting
<b>Model or Version #</b>	1.0.3; 2.0; 2.2; 2.2.1
<b>Components</b> – list all system components of the currently certified end-to-end voting system(s) as described above, including Software/Firmware version or Hardware version of each component. Add lines if necessary, or provide a separate attachment, clearly labeled ‘CURRENTLY CERTIFIED VOTING SYSTEM COMPONENTS’	<p>Version 1.0.3 is the baseline version of the end-to-end voting system:</p> <ul style="list-style-type: none"> <li>• Verity Build 1.0.3</li> <li>• Verity Central 1.0.3</li> <li>• Verity Count 1.0.3</li> <li>• Verity Scan 1.0.3</li> <li>• Verity Touch Writer 1.0.3</li> </ul> <p>Version 2.0 is a modification of 1.0.3:</p> <ul style="list-style-type: none"> <li>• Verity Data 2.0.2</li> <li>• Verity Build 2.0.2</li> <li>• Verity Central 2.0.2</li> <li>• Verity Scan 2.0.3</li> <li>• Verity Touch Writer 2.0.3</li> <li>• Verity Controller 2.0.3</li> <li>• Verity Touch 2.0.3</li> <li>• Verity Touch with Access 2.0.3</li> <li>• Verity Print 2.0.3</li> </ul> <p>Version 2.2 is a modification of 2.0:</p> <ul style="list-style-type: none"> <li>• Verity Data 2.2.0</li> </ul>



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

Version 2.2.1 is a modification of 2.2:

- Verity Data 2.2.1
- Verity Build 2.2.1
- Verity Central 2.2.1
- Verity Count 2.2.1
- Verity Relay 2.2.0
- Verity Scan 2.2.1
- Verity Touch Writer 2.0.3
- Verity Print 2.0.3

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

- **Reduced space for Write-Ins on paper ballots:** This release reduces the allocation of write space for Write-In voting on paper ballots, to result in an overall “height” for write-in lines that is approximately 2/3 to 1/2 of the height used in the original release of Verity Voting. The purpose of this modification is to optimize the density with which ballot content can be laid out, with the overall goal of reducing ballot length as much as possible.
- **Remote transmission of results from Verity Scan:** This release includes a modular “add-on” to the Verity Scan digital scanning device, known as Verity Relay, to allow the transmission of election results from precinct locations to a central administration office. Transmission of results is possible only after the close of polls on Election Day. The solution employs commercial-off-the-shelf broadband modems for Scan devices that are paired with a remote transmission “host” (i.e. the Relay receiving station) deployed on a workstation at the central elections office.
- **Clear ballots and counters feature:** The Clear Ballots and Counters feature allows authorized election staff the ability to use the same Scan vDrive for pre-election testing and live election voting.
- **Reopen Polls functionality:** The Reopen Polls functionality allows authorized election staff the ability to reopen polls, in order to process additional ballots after the close of polls. This feature provides the ability to generate a single Tally report on the Verity Scan device that includes a combined total for each contest on the ballot, for all ballots processed in that device.
- **Incorporate State of Michigan Straight Party rules:** Verity Scan, Verity Central, and Verity Count were updated to incorporate Straight Party rules that are unique to the State of Michigan.



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

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

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

	Bidder Response
<b>Product / System Name</b>	
<b>Model or Version #</b>	
<b>Components</b> – list all system components of the proposed base Michigan voting system configuration, including Software/Firmware version or Hardware version of each component. Add lines if necessary, or provide a separate attachment, clearly labeled 'PROPOSED BASE MICHIGAN VOTING SYSTEM COMPONENTS'	
<b>Name / Location of VSTL</b>	
<b>VSTL Testing Status*</b>	Complete 1 OR 2 below:  1) VSTL testing completed: _____ Date  2) VSTL testing not yet complete:  a) Date submitted or will be submitted to VSTL:





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

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

**C) Proposed Modification to Base Michigan Voting System Configuration**

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

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



<b>the proposed modification to the base system</b> – list, in detail, all substantive differences between the proposed BASE SYSTEM and proposed MODIFICATION TO BASE SYSTEM	
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\*NOTE: If VSTL report has been issued, also attach the report.

Attached, please find the following certification documentation:

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