

**ACQUISITION SERVICES
STATE OF MICHIGAN**

**ITB # 071I4001011
Due Date: October 30, 2003**

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APPENDICES

- A Title III of HAVA– Uniform and Non-Discriminatory Election Technology and Administration Requirements**
- B Michigan Voting System Approval Process and Technical Requirements**

- C Number of Precincts in Phase I**
- D Number of Precincts in Phase II**
- E State of Michigan Bureau of Elections Standard Precinct File Layout**
- F Cost Proposal Form**
- G Unit Price Breakdown**

DEFINITION OF TERMS

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

INTRODUCTION

This Invitation to Bid (ITB) is issued by Acquisition Services at the Michigan Department of Management and Budget. The document contains four sections:

Section I, Contractual Terms and Conditions. This section describes the general contractual terms and conditions that will be a part of any Contract that results from the ITB. By submitting a proposal, each bidder acknowledges its acceptance of these provisions without change.

Section II, Work Statement. This section is a detailed description of the services to be contracted for, including the background and objectives of the work. It is the most important portion of the ITB.

Acquisition Services, DMB, will prepare a Contract, which will govern the Contractor's performance of services. The Contract will include the general terms and conditions in Section I and the Work Statement in Section II. The Contract may include additional provisions or revisions to the Work Statement to reflect agreements with the selected Contractor based on proposal submissions and subsequent discussions.

Section III, Bidding Information. This section is used to inform Bidders of the general procurement conditions under which the ITB is issued

Section IV, Information Required From Bidders. This section provides Bidders with instructions regarding the format and nature of the detailed information that shall be provided in a proposal.

SECTION I CONTRACTUAL SERVICES TERMS AND CONDITIONS

I-A PURPOSE

The purpose of this Invitation to Bid (ITB) is to qualify one or more Bidder(s) to provide Precinct Count Optical Scan Voting Systems and Election Management Systems to the State of Michigan. These systems shall comply with Title III of the Help America Vote Act, provisions of Michigan election law and Public Act 91 of 2002.

The expected Contracts will be established between the State of Michigan and the qualified bidders. Upon execution of the Contracts with the qualified Contractors, DOS will notify each county of available hardware, software, and components covered under these contracts. The county clerk and the local clerks within the county will jointly select a single vendor to provide

precinct count optical scan and EMS hardware, software and components for use throughout the county. Each county will develop a countywide implementation plan by determining quantities required per jurisdiction, which will be forwarded to the State for review. Once received, the plan will be reviewed for completeness and accuracy. If approved, the county will be authorized to move forward with the acquisition process. If not approved, instructions for amending the plan will be provided.

Once the final county implementation plan is approved, DOS will release funds to the counties for the purchase and payment of all hardware, software, and components. These items purchased under this contract shall be the property of the county, city or township for which it was purchased. Upon receipt of funds from DOS, the county will issue purchase orders to their selected qualified Contractor, on behalf of the cities and townships within the county. The terms and conditions of the Contract will govern the county purchase orders, which shall remain in effect for the below referenced term unless earlier terminated in accordance with the terms of the Contract. The selected qualified Contractor will be paid pursuant to the terms specified in Section II-G Ordering and Contract Payment.

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

A website will be utilized to track the status of each qualifying county throughout the various stages of procurement, delivery, installation, and testing. The Contractor is only authorized to process orders placed by the county on behalf of the qualified jurisdictions as indicated on the designated website. More details on the specific steps in the process will be sent to counties and Contractor(s) upon award at a later date.

The replacement process will occur in three phases. Phase I (Appendix C) consists of jurisdictions that currently use punch card ballots and lever machines, for which the State has received Title I buyout funds, and jurisdictions that currently use paper ballots. Phase II (Appendix D) consists of jurisdictions that currently use optical scan and DRE voting systems and have not requested State reimbursement. These jurisdictions under Phase II will receive replacement equipment. Phase III, not included in this ITB, will provide HAVA compliant disability voting devices for each polling location in the State.

Based on the availability of funding, the State of Michigan anticipates the purchase of approximately one precinct count optical scan tabulator for each precinct listed in Appendix C and D. In addition, the State anticipates a purchase of approximately 500 precinct count optical scan tabulators for the processing of absent voter ballots. One additional tabulator will be purchased for State use. DOS also anticipates the purchase of Election Management System (EMS) software by each of the eighty-three counties. Additional copies of the EMS may be provided to the larger cities and townships within the State. One additional copy of the EMS will be purchased for State use. The quantities shown are estimates only. The State is not obligated to buy in these or any other quantities.

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

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

- Fixed Unit Priced Contract

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by any Bidder(s) prior to signing of a Contract by all parties. The expected Contract will cover the period January 1, 2004 through December 31, 2006. The State fiscal year is October 1st through September 30th. The prospective Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

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

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Invitation to Bid and any Contract(s) awarded as a result of this Request. Acquisition Services will remain the **SOLE POINT OF CONTACT** throughout the procurement process, until such time as the Director of Acquisition Services shall direct otherwise in writing. All communications concerning this procurement shall be addressed to:

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

I-D CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is anticipated that the Director of Acquisition Services will direct that the person named below or

any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of any Contract resulting from this Request implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Tom Luitje, Department Analyst

Department of State
Bureau of Elections
208 N. Capitol
3rd Floor Mutual Bldg.
Lansing, MI 48933
Phone: (517) 241-2541
Email: LuitjeT@michigan.gov

I-E COST LIABILITY

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

I-F CONTRACTOR RESPONSIBILITIES

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

I-G NEWS RELEASES

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

I-H DISCLOSURE

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

I-I TAXES

1. **Sales Tax:** For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
2. **Federal Excise Tax:** The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
3. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

I-J ACCOUNTING RECORDS

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

I-K INDEMNIFICATION

1. General Indemnification

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

- a. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract;
- b. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
- c. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
- d. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
- e. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with

such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

3. Indemnification Obligation Not Limited

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

4. Continuation of Indemnification Obligation

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

I-L LIMITATION OF LIABILITY

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

I-M NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual

rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-N WARRANTIES AND REPRESENTATIONS

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

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;
9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations per warranty provision in Section II-D – Deliverables.
10. The Contractor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services;
11. The Contractor will not insert or activate any disabling code into the systems used to provide the services without the State's prior written approval;
12. All equipment and software sold under this contract shall be new and the latest model or version available;

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

I-O TIME IS OF THE ESSENCE

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

I-P STAFFING OBLIGATIONS

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

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

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

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

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

Name: _____

Title: Project Manager

I-Q RIGHTS OF OWNERSHIP

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

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

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

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

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

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

Equipment: All equipment shall be titled in the name of the State or counties.

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

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

I-R CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.
2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

I-S REMEDIES FOR BREACH OF CONFIDENTIALITY

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

I-T CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I-U NOTICE AND RIGHT TO CURE

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

I-V CANCELLATION

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

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

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

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

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

2. Cancellation For Convenience By the State. (The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest). Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have

the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 4-6. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

I-W RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.
2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all

partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-X EXCUSABLE FAILURE

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

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

I-Y ASSIGNMENT

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

I-Z DELEGATION

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

I-AA NON-DISCRIMINATION CLAUSE

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

I-BB WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

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

I-CC MODIFICATION OF SERVICE

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

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

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

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.
2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.

3. If the State does not accept the Contractor's proposal, the State may:
 - a. withdraw its change request; or
 - b. modify its change request, in which case the procedures set forth above will apply to the modified change request.

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

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

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

I-DD NOTICES

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

For the Contractor: *(Acquisition Services to insert name and address when contract is prepared)*

For the State: *(Acquisition Services to insert name and address)*

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

I-EE ENTIRE AGREEMENT

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

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

I-FF NO WAIVER OF DEFAULT

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

I-GG SEVERABILITY

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

I-HH HEADINGS

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

I-II RELATIONSHIP OF THE PARTIES

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

I-JJ UNFAIR LABOR PRACTICES

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

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

I-KK SURVIVOR

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

I-LL GOVERNING LAW

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

I-MM YEAR 2000 SOFTWARE COMPLIANCE

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

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

I-NN CONTRACT DISTRIBUTION

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

I-OO STATEWIDE CONTRACTS

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

I-PP STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
 - a. Cancel the stop work order; or
 - b. Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - a. The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

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

I-QQ DISCLOSURE OF LITIGATION

1. The Contractor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel under this Contract, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.
2. The Contractor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments that may have arisen against it or its subcontractors during the five years preceding its bid proposal, or which may occur during the term of this Contract or three years thereafter, which involve (1) products or services similar to those provided to the State under this Contract and which either involve a claim in excess of \$250,000 or which otherwise may affect the viability or financial stability of the Contractor, or (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any Federal, State or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or subcontractor, in any an amount less than \$250,000 shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.
3. All notices under subsection 1 and 2 herein shall be provided in writing to the State within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Semi-annually, during the term of the Contract, and thereafter for three years, Contractor shall certify that it is in compliance with this Section. Contractor may rely on similar good faith certifications of its subcontractors, which certifications shall be available for inspection at the option of the State.
4. Assurances - In the event that such investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:
 - a. the ability of the Contractor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or

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

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

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

I-RR PERFORMANCE GUARANTEE

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

Performance Guarantee Coverage for Phase I:

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

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

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

Performance Guarantee Coverage for Phase II:

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

The guarantee shall be made with each county and shall be in effect through the first election cycle in which the equipment is used.

I-SS SOURCE CODE ESCROW

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

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

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

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

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

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

(i) The Vendor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;

(ii) The Vendor has wound up or liquidated its business voluntarily or otherwise and the State has reason to believe that such events will cause the Vendor to fail to meet its warranties and maintenance obligations in the foreseeable future;

(iii) The Vendor voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.

(iv) The Department of State or an authorized agent of the Department of State shall be able to obtain the software for purposes of analyzing and testing the software.

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

(i) The State shall comply with all procedures in the Escrow Contract;

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

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

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

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

SECTION II WORK STATEMENT

II-A BACKGROUND and PROBLEM STATEMENT

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

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

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

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

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

II-B OBJECTIVES

General Requirements:

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

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

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

(B) DOES NOT APPLY IN MICHIGAN

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

ALTERNATIVE LANGUAGE ACCESSIBILITY

The voting system shall provide alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a)

In addition to the requirements specified in Title III of HAVA, each Bidder shall provide a cost proposal for each of the following:

1. Precinct Count Optical Scan Tabulators
2. Election Management Systems (EMS)
3. Optional Central Count Optical Scan Tabulators (for Absentee Balloting Systems)
4. Optional post warranty maintenance contracts
5. Optional equipment as identified in Appendix F
6. Ballot printing costs for primary and general election ballots
7. Programming costs for primary and general election ballots

While a decision on how to satisfy the disabled voter accessibility requirements in HAVA will be addressed later, Bidders are expected to discuss, in general, how their optical scan precinct count tabulators and EMS can be integrated with disabled voter equipment. All vote

accumulation software shall utilize open architecture so as to interact seamlessly with any approved disabled voter equipment that the State may select.

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

Specific Requirements:

1. PRECINCT COUNT OPTICAL SCAN VOTING SYSTEM

Tabulator Programming

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

Performance Capabilities

The system shall:

- a. Accurately report all votes cast.
- b. Provide for the electronic storage and tabulation of write-in votes.
- c. Accommodate multi-member districts whereby multiple votes are cast for more than one position in the same office (i.e. vote for two).
- d. Produce zero printouts before each election and precinct totals printouts at the close of the polls.
- e. Permit recounts to be conducted pursuant to the requirements of MCL 168.803, 168.795(1)(j) and 168.794a.
- f. In the event of the failure of a unit, retain a record of all vote totals accumulated prior to the failure.
- g. Alert the voter to the presence of over votes, cross over votes (if applicable), or blank ballots before accepting the ballot for tabulation.
- h. Provide for multiple ballot formats on a single voting unit.
- i. Provide for an accurate and immediate transfer of data.
- j. Provide for the tabulation of votes cast in split precincts, where all voters residing in one precinct are not voting the same ballot format.
- k. Provide for identification of political parties and their associated vignettes, candidate names and party affiliation, offices, ballot questions, and all associated language and instructions.
- l. Be transportable without damage to internal circuitry.
- m. Provide a method for immediately detecting a malfunction.

DOS has a preference for the use of ovals to define the “target area” or vote position of the ballot. A bidder whose system does not use ovals shall describe, in their proposal, a migration plan and schedule for the eventual transitioning of their system to the use of ovals.

Audit

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

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

Security

The system security shall:

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

System Back-up

The back-up system shall:

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

2. ELECTION MANAGEMENT SYSTEM (EMS)

The EMS shall allow State, county, and local officials to generate and maintain an administrative database containing the definitions and descriptions of political subdivisions, offices, candidates, and ballot proposals within the jurisdiction for the production of ballots and ballot tabulation programming and election result accumulation and reporting. EMS as used in this section is a generic descriptive acronym for election management system and is not intended to represent any products produced by a vendor or other organization.

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

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

Programming

- a. The EMS shall provide a mechanism for defining the ballot, including the number of allowable choices for each office and question and shall provide for all voting options and specifications; and shall accurately report all votes cast as provided for under Michigan election law and Electronic Voting Systems – Promulgated Rules.
- b. The EMS shall generate all required master and distributed copies of the tabulator program, including those used to count absentee ballots and ballots cast by voters with disabilities if applicable.
- c. The EMS shall provide a mechanism to verify the correctness of tabulator programming. The mechanism shall also ensure that the ballot corresponds to the tabulator program and meets all requirements as prescribed by Electronic Voting Systems – Promulgated Rules and Michigan election law.
- d. The EMS shall employ control logic and data processing methods to detect errors and provide a means of correction.
- e. The EMS shall accommodate multi-member districts (i.e. vote for two) whereby multiple votes are cast for more than one position in the same race.

Ballot Definition and Data

- a. The EMS shall be able to receive data electronically from the DOS, county clerks and designated local jurisdictions and return data electronically to the DOS, county clerks and designated local jurisdictions through a medium selected by the State, whether it be storage media or modem in the format listed in APPENDIX E, that contains, at a minimum, the following data:
 - 1) Voting instructions
 - 2) Candidate names as they appear on the ballot
 - 3) Candidate rotations
 - 4) Text of ballot questions
 - 5) Office names and codes
 - 6) Number to be elected/nominated for each office
 - 7) Party affiliations of candidates (if any)
 - 8) Ballot format indicator
 - 9) Number of registered voters in the precinct
 - 10) Number of votes cast for each office and question
 - 11) Number of votes cast for each candidate
 - 12) Number of yes and the number of no votes cast for each question
 - 13) Number of override selections made in response to over voted, cross over voted and blank ballots
- b. The EMS shall accommodate multiple languages to include, at a minimum, English and Spanish. The system shall allow local election officials the ability to download information from software used to translate information to the appropriate language or the system should perform translations automatically.
- c. The EMS shall provide for programming in the case of split precincts.
- d. The EMS shall allow the user to generate and maintain a candidate and proposal database and provide for the production, formatting or definition of ballots and software.
- e. The EMS shall provide for the retention of previously defined elections and for the copying and modification of the retained election.
- f. The system shall provide for ballot rotation of candidate names as required under the provisions of Michigan election law and the Electronic Voting Systems - Promulgated Rules.
- g. The EMS shall provide for identification of party affiliation in primary elections; offices and their associated vignettes and instructions; candidate names and their associated vignettes and instructions; and ballot questions and their associated language and instructions.
- h. Distributed copies of the tabulator program, resident or installed in each tabulator, shall include all software modules required to monitor system status and generate audit reports on all functions.
- i. The EMS shall allow the import/export of ballot information and voter registration totals to and from any centralized statewide database and be flexible enough to accommodate changes in that database.

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

Election Result Accumulation and Reporting – Local Level

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

- a. The EMS shall provide for the accumulation and reporting of votes cast in all elections including multiple precincts, jurisdictions, counties and districts.
- b. The EMS shall provide printout results containing candidates and/or questions in an alphanumeric format next to the vote totals.
- c. The EMS shall provide the capability of generating a cumulative report of AV precinct totals and public precinct totals as one total.
- d. The EMS shall provide for the reporting of votes cast in split precincts.
- e. The EMS shall provide for unofficial and official reports and canvasses in standard or custom format, including absentee and election day vote totals.
- f. The EMS shall provide the ability to custom design an election report to include, at a minimum, the following information in total or in part:
 - 1) Name of election;
 - 2) Political subdivisions;
 - 3) Parties involved;
 - 4) Date of election;
 - 5) Type of report;
 - 6) Total number of registered voters in each political subdivision;
 - 7) Total number of registered voters in each voting precinct, including a sub-listing when the precinct is split; and
 - 8) Votes by multi-member district (i.e. vote for two), legislative district or congressional district.
- g. The EMS shall provide for election night reporting, a listing of precincts reporting and a listing of precincts not reporting.
- h. The EMS shall provide for the removal of an already submitted precinct and a re-submission of that same precinct in the event of errors in transmission.
- i. The EMS shall provide for the storage of election results in the following formats at a minimum; Access, Excel, Adobe, ASCII and HTML.
- j. The EMS shall provide for election results to be produced in such a manner as to allow for easy copying.
- k. The EMS shall allow for authorized access to election results after the close of the polls and prior to the completion of the official canvass.
- l. The EMS shall be designed to allow for the transfer of election results to an alternate database or device. Access to the alternate file shall in no way affect the control, processing, and integrity of the original file or allow the original file to be affected in any way.
- m. The EMS shall provide for all paper reports to print on standard 8.5” by 11” paper unless otherwise specified.

Election Result Accumulation and Reporting – State Level

The State has provided the file format that is referenced throughout this section as APPENDIX E. This represents the State's current requirements. All bids shall be based on the current format. However, minor changes to these requirements are anticipated in the near future. The State's requirements will be finalized within sixty days of contract award. The Contractor(s) shall provide technical advice to the State during this time frame to assist in ensuring compatibility of the State's file format with the EMS software. The State is looking for a cooperative relationship with the Contractor(s). Within ninety days following the finalization of the State's file format the Contractor(s) shall deliver the EMS software to the State for compatibility testing. The State will review the software within fourteen days of delivery and report any conflicts to the Contractor(s) at which time the Contractor(s) will be given the opportunity to make any necessary adjustments to the software, which will then be re-submitted to the State for final testing within seven days. An extension to this time frame may be requested by written request directed to the project manager. This process will continue until all issues are resolved to the satisfaction of the State. At that time the Contractor will receive written notification of State approval.

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

- a. The EMS shall provide for the import of the State provided file of candidate information and statewide ballot proposal information in its entirety. The import must be easy enough that a non-technical customer can perform the operation with minimal effort. (See APPENDIX E).
- b. The EMS shall provide for the import of a replacement file which incorporates any and all changes in the State provided file. The import of the file cannot affect any of the local candidate information or local ballot proposal information already entered into the system.
- c. The EMS shall provide for the manual update of the State provided file information after it has been imported. The manual update shall be easy enough that a non-technical customer can perform the operation with minimal effort.
- d. The Contractor(s) shall provide the DOS with training and written documentation on the procedures for importing and exporting the State provided file format into the local EMS within 45 calendar days of the issuance of State approval.
- e. The EMS shall provide for the export of the precinct by precinct vote totals of the candidate and proposals as required by the State provided file format. (See APPENDIX E). The export must be easy enough that a non-technical customer can perform the operation with minimal effort.
- f. The EMS shall provide for the export of the county-wide totals of the candidates and proposals as required by the State provided file format (See APPENDIX E). The export must be easy enough that a non-technical customer can perform the operation with minimal effort.
- g. The EMS shall provide for the export of precinct by precinct totals and county-wide totals on election night or as the county is able. The EMS shall not limit the number of time a file can be exported.
- h. The EMS shall provide for the official report of countywide vote totals for State offices and proposals in the form prescribed by the State. The report shall provide

for the vote totals to be reported in numeric and in written form. For example, the vote total of 500 would also be written out as “Five Hundred”.

- i. The EMS shall provide for a report which can be used to verify that the totals, whether precinct by precinct or county-wide, are assigned to the correct candidate or proposals as it related to the State provided file. The EMS shall provide for the verification report to be printed or exported in a CSV or other format prescribed by the State.
- j. The EMS shall provide for a report of precincts reporting and not reporting on election night. The EMS shall provide for the report to be printed or exported in a CSV or other format prescribed by the State.

Audit and Security

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

II-C TASKS

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

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

The scope of work includes:

1. Equipment installation and acceptance testing
2. Training and training materials
3. Administrative and technical support

Timeline Dates:

- Hardware, software and components that will be used in the November 2004 general election shall be installed and acceptance testing performed no later than April 1, 2004.
- Hardware, software and components that will not be used in the November 2004 general election shall be installed and tested no later than 3 months prior to the first election in which it will be used which shall precede the date of the first November election in which it is used.
- Hardware, software and components that will be used in the November 2006 general election shall be installed and tested no later than January 1, 2006.

- Hardware, software and components that will not be used in the November 2006 general election shall be purchased no later than the expiration date of this contract.
- All equipment sold to Phase I jurisdictions (see Appendix C) shall be installed and tested no later than January 1, 2006

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

II- D DELIVERABLES

The following deliverables are included in the scope of work:

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

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

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

2. Training and User Information

- a. Within 30 days of contract award, the bidder shall provide to the DOS copies of user manuals and step-by-step procedures for the precinct count optical scan voting system and the EMS software.
- b. Within 30 days of contract award, the bidder shall provide a training program outline and an implementation schedule for the training of State, county and local election officials.
- c. Within 30 days following delivery, the Bidder shall provide extensive training programs on all phases of the voting system(s). The training shall provide State, county, and local election personnel with the ability to operate the precinct count optical scan voting system and EMS without continuous support by the Bidder. The Bidder may provide training on a regional basis with the written approval of the DOS in consultation with each county clerk involved.

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

- 1) Training on the use of the EMS to design and layout ballots.
- 2) Programming of tabulators.

- 3) Preparation of tabulators including set up and pre-election testing.
 - 4) Election day operations from the opening to the closing of the polls.
 - 5) Processing of voters, and absentee ballots.
 - 6) Troubleshooting to solve temporary problems.
 - 7) Hot points for system errors.
 - 8) Safeguards to prevent and detect tampering.
 - 9) Tabulation of results.
 - 10) Electronic transmission of election results.
 - 11) Printing, designing and reformatting election reports.
 - 12) Methods of ensuring the accuracy of precinct results.
 - 13) Full understanding of the audit procedures.
 - 14) Conduct of a recount.
 - 15) Records preservation.
 - 16) How and when to place service calls.
- d. The Bidder will assist county and local election officials (if requested) in conducting comprehensive training for election inspectors for their various precincts prior to the primary and general elections in the first year of use.
 - e. On or before April 1, 2004, the Bidder will provide a training video (DVD or VHS, at the option of each county) to the DOS and to the clerk of each county in which the equipment has been sold under Phase I. A copy of the above referenced video shall be delivered to the clerk of each county in conjunction with the delivery of equipment sold under Phase II. The video will provide basic instruction on the preparation, set up and use of the voting equipment. The State anticipates that the video shall be 15-20 minutes in duration and will be suitable for use as part of a training program for election officials.

3. Warranty and Maintenance

The Bidder shall provide:

- a. A warranty on all parts, labor, and equipment shall, at a minimum, be in effect for the first two even numbered year election cycles in which the equipment is used.
- b. All hardware and software patches to repair defects in the system, at no charge to the using entity throughout the term of this contract.
- c. One complete set of user and technical documentation for all hardware and components required to operate each system for the DOS and each local election official, in both a printed format and an electronic format.
- d. Well-trained support personnel for all activities that are the Bidder's responsibility.

All service technicians shall:

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

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

4. Election Administrative Support

The Bidder shall provide:

- a. An overall Project Manager who will serve as the principal point of contact for the Bidder with the DOS.
- b. A staff (minimum of one) and office in Michigan as long as the Contractor is fulfilling contract requirements unless otherwise approved in writing by DOS.
- c. A plan designed to provide State, county and local users with the training and technical support necessary to administer the first two even numbered year election cycles in which the equipment is used. Support shall include training and assistance on the following:
 - 1) Pre-election programming and ballot set-up;
 - 2) Pre-election logic and accuracy testing;
 - 3) Election day support during entire time the polls are open; and
 - 4) Post election reporting.

5. Modification Requirements

- a. During the contract period, if changes occur in Federal voting systems standards and they require modifications to hardware, software or components, such changes will be accepted through the change notice process and included in the Contract as described in Section I-CC Modification of Service. The bidder(s) shall perform the following:
 - 1) Make system modifications to comply with new requirements.
 - 2) Obtain re-certification from DOS in time to comply with Federal time lines.
 - 3) Apply modifications to all previously installed systems at no cost to the DOS or users.
 - 4) Apply modifications to all systems sold during the term of this contract.

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

6. Delivery Requirements

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

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

The DOS shall approve the State provided equipment quantities to be delivered to each county. Counties and local jurisdictions requesting additional quantities above the DOS specified quantity shall be responsible for the ordering of and payment for said equipment, however such equipment shall be provided at a cost that does not exceed the terms of this agreement.

Bidder(s) shall establish a means to track delivery, testing and acceptance of voting system deployment and shall communicate this information to the DOS Contract Administrator in compliance with provisions of Section II-E, PROJECT CONTROL AND REPORTS, Project Control, Item c.

II-E PROJECT CONTROL AND REPORTS

1. Project Control

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

- b. Although there will be continuous liaison with the Contractor team, the Contract Administrator will meet as required with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c. The Contractor will submit brief written **monthly** summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Acquisition Services.
- d. Within one month following the completion of the selection process each qualified Contractor will submit a work plan to the DOS Contract Administrator for final approval. The final plan shall mirror Section IV-C subsection 2 as proposed by the bidder and accepted by the State, and shall include the following:
 - 1) The Contractor's project organizational structure.
 - 2) The Contractor's staffing table with names and title of personnel assigned to the project as detailed in Section IV-C subsection 4.

2. Reports

Reporting and Complaint Resolution;

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

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

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

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

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

f. Other information specified by the DOS.

3. Business Reports

To ensure that the State is getting the lowest possible price, approved Contractors shall forward, on a quarterly basis, to the Contract Administrator, a list of customers and sale prices of equipment (that match or are equivalent to equipment sold to the State) sold outside the State during the term of this contract.

II-F PRICE PROPOSAL

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

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

All prices/rates quoted in bidder's response to this ITB will be the maximum for the duration of the contract. The State will receive the benefit of any decrease in price that may occur.

The unit price (APPENDIX F, Cost Proposal Form, column A) listed shall include all delivery costs, management and oversight, hardware, software, licenses, back-up system, election management equipment, training and required bolt-on software, with a full warranty. Separate cost provisions for travel and/or per diem will not be accepted.

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

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

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

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

Ballot printing and programming costs shall be based on the primary and general election ballots used during oral presentations. This information will be used by counties in the selection of a

countywide system. This information will also be used by counties and local jurisdictions in making later decisions regarding the utilization of authorized Contractors to provide these services.

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

The State will evaluate the unit cost of the performance guarantee proposals, and choose the proposal that presents the best value to the State:

- a. Performance Bond (APPENDIX F, PERFORMANCE GUARANTEE, column C) includes all costs associated with obtaining a performance bond on a per unit basis, as specified in Section I-RR Performance Guarantee.
- b. Insurance (APPENDIX F, PERFORMANCE GUARANTEE, column C) includes all costs associated with obtaining insurance on a per unit basis, as specified in I-RR Performance Guarantee.
- c. Other Solution (APPENDIX F, PERFORMANCE GUARANTEE, column C) includes all costs associated with the Contractor's optional solution as specified in I-RR Performance Guarantee.

II-G ORDERING AND CONTRACT PAYMENT

1. The proposed contract agreement will be signed and accepted by both the Contractor(s) and the Director of Acquisition Services, Department of Management and Budget.
2. Contractor will reference the Purchase Order Number on all invoices for payment. Specific details of invoices shall be in writing as agreed upon between the county purchasing department, on behalf of the cities and townships within the county, and the Contractor. All invoices will be sent directly to the county ordering equipment and shall reflect actual work done.
3. All purchase orders initiated by the county, on behalf of the cities and townships within the county, will include the shipping address, billing address, contact person, and items specified. No partial shipments are to be made unless specified on the order or approved by the purchasing office of the county.
4. Under the terms of this Contract, payment to the Contractor of 50% of the total purchase order amount will be released upon delivery. 30% will be released following successful acceptance testing of the precinct count optical scan tabulators and EMS software by the county, city or township in which the equipment will be used. Acceptance testing will consist of accuracy tests as prescribed under the Electronic Voting System – Promulgated Rules, for both primary and general elections. To complete the tests, the Contractor shall provide the necessary programming and test ballots. (Sample ballots will be provided by the DOS.) The

remaining 20% will be released upon successful demonstration of the interoperability of the EMS with the State's vote accumulation system as described in Section II-B Objectives, 2. EMS – "Election Result Accumulating and Reporting – State Level."

5. The terms and conditions of the Contract will govern the county purchase order, which shall remain in effect for the above referenced term unless earlier terminated in accordance with the terms of the Contract.

SECTION III

BIDDING INFORMATION

III-A MANDATORY PRE-BID MEETING/QUESTIONS

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

Date: Friday, October 10, 2003 at 9:00 a.m.

Mutual Building
208 N. Capitol Avenue
Room 124
Lansing, MI 48918
Contact: Tom Luitje @ (517) 241-2541

The purpose of this meeting will be to discuss with prospective Bidders the work to be performed and to allow them to ask questions arising from their review of the ITB. Representation at the pre-bid meeting will be limited to five (5) representatives from each company due to limited facilities available. The pre-bid meeting is for information only, however, participation is mandatory for all. Any answers furnished will not be official until verified in writing by Acquisition Services, DMB. Answers that change or substantially clarify the ITB will be affirmed in writing; copies will be provided to all attendees. Neither the DOS nor Acquisition Services will respond to telephone inquiries or visitation by Bidders or their representatives. Bidders are required to sign an attendance sheet and provide a business card verifying the company represented.

It is expected at this time, Bidder(s) will be provided the materials required for use in the product demonstration portion of the Oral Presentation and a list of what shall be demonstrated.

Questions

Questions concerning the specifications contained herein are to be submitted, in writing, no later than **3:00 p.m. Eastern Standard Time on Thursday, October 16, 2003** to:

Laura Gyorkos, Buyer, CPPB
Strategic Business Development
DMB, Acquisition Services
P O Box 30026
Lansing, MI 48909
Email: GyorkosL@michigan.gov

and

Tom Luitje, Department Analyst

Department of State
Bureau of Elections
208 N. Capitol Ave.
3rd Flr. Mutual Bldg.
Lansing, MI 48918
Email: LuitjeT@michigan.gov

The State will not respond to telephone inquiries or visitation by Bidders or their representatives. All questions are to be put in writing and shall be submitted electronically and sent as an attachment in MS Word 2000 or Rich Text Format (RTF). Answers to questions will be prepared as an addendum and posted on the State's web site under the corresponding bid number: www.michigan.gov/doingbusiness. The posted addendum officially revises the original specifications and supersedes any earlier specifications, terms and conditions. The addendum will be posted approximately **October 23, 2003**.

III-B PROPOSALS

To be considered, each bidder shall submit a COMPLETE response to this ITB, using the format provided in Section IV. No other distribution of proposals is to be made by the bidder. **BIDDERS COMPLETE, SIGN, AND RETURN THE COVER SHEET (FORM DMB 285) SENT WITH THIS ITB.** The Proposal itself shall include a statement as to the period during which the Proposal itself remains valid. This period shall be at least sixty days from the due date for responses to this ITB. However, the rates quoted in the PRICE PROPOSAL remain firm for the period indicated in Section I-B.

III-C ORAL PRESENTATION

Bidders who submit proposals and have met the mandatory proposal requirements will be required to make an oral presentation of their proposals. Each presentation shall include a demonstration of the EMS and precinct count optical scan tabulators. It is expected that Bidders will receive more information on the contents of the oral presentation prior to the scheduled date.

The oral presentation provides an opportunity for Bidders to clarify their proposals and to ensure a mutual understanding of the ITB requirements and conditions. Acquisition Services, DMB, anticipates the scheduling of presentations during **the week of November 10, 2003**.

These presentations will take place at:

Mutual Building
208 N. Capitol Avenue
Room 124
Lansing, MI 48918
Contact: Tom Luitje @ (517) 241-2541

EMS Presentation

The purpose of the demonstration will be to familiarize DOS staff with the capabilities of the software. In addition, bidders will provide verification of ITA approval. Such verification shall be provided at the time of the demonstration.

Each presentation shall include:

1. A demonstration of the EMS software and a discussion of its compatibility with the State provided file format in APPENDIX E.
2. A demonstration on ballot formatting utilizing the primary and general election ballots provided.
3. A demonstration on programming of precinct count optical scan tabulators utilizing the primary and general election ballots provided.
4. A demonstration on vote accumulation and reporting capabilities utilizing a download of election results from the memory storage units removed from the two tabulators that were used to process the primary and general election ballots cast during the Oral Presentation.

Tabulator Presentation

1. Each presentation shall include a demonstration of the tabulation of ballots utilizing two separate tabulators that have been programmed to receive the State provided primary and general election ballot. (Note: In meeting the above requirements, all Bidders shall be required to utilize identical primary and general election ballots as provided by the DOS at the pre-bid meeting.)
2. Twenty-five primary and twenty-five general election ballots shall be provided by the bidder for this purpose. The results will be hand tabulated and compared to the electronic results.

III-D ECONOMY OF PREPARATION

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

III-E SELECTION CRITERIA

Responses to this ITB will be evaluated based upon the bidder's current ability to provide the highest level of quality services that meet the requirements and goals of this ITB and the needs of Michigan's elections community and provides the best value to the State. The following factors will be evaluated:

Step I – Mandatory Proposal Requirements

THESE ARE ABSOLUTE REQUIREMENTS. FAILURE TO MEET ANY ONE OF THE REQUIREMENTS LISTED BELOW WILL RESULT IN DISQUALIFICATION FROM BEING FURTHER CONSIDERED IN THIS BID PROCESS.

To be eligible for consideration, every bidder shall meet these minimum qualifications and conditions. Subcontractors experience and/or qualifications will not be considered in meeting these requirements.

1. The Bidder shall state their unconditional acceptance of the indemnification and insurance requirements as listed.
2. The Bidder shall have a minimum of three years experience in the sale, delivery and support of electronic voting systems for use in public elections.
3. The Bidder shall certify in their proposal that their Project Manager shall not change during the first 180 days of the contract.
4. The Bidder shall maintain a staff and office in Michigan during the equipment warranty period sold under this contract.
5. The Bidder shall clearly demonstrate and document within their technical proposal and the Executive Summary of their technical proposal that the Voting System they wish to propose to the State for the purpose of this ITB satisfies the requirements of this ITB. Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.
6. All voting systems not currently approved for use in Michigan elections may be considered if the voting system(s) is approved and can meet the delivery timelines described under Section II-C TASKS. All voting systems shall be approved in accordance with the provisions of Michigan Compiled Law, as outlined in Appendix B, prior to the Bidder receiving status as an approved voting system Contractor under the terms of this proposal.
7. All EMS shall be ITA approved. All EMS not currently approved by an ITA may be considered if the EMS is approved and can meet the delivery timelines described under Section II-C TASKS. In addition, all EMS shall be approved by the DOS in accordance with the provisions of Michigan Compiled Law as outlined in Appendix B, prior to the Bidder receiving status as an approved voting system Contractor under the terms of this proposal.

Step II - Management Summary

1. Capability and Qualifications of Organization – Pass/Fail

The written proposal should indicate the ability of the Contractor to meet the terms of the project/program, quality, and recency of projects similar to that described in the ITB, understanding of the problem and completeness of the response to Section IV Information Required from Bidders.

This section of the proposal will be evaluated using the following criteria:

- a. The Contractor's understanding of the purpose of this ITB.
- b. The Contractor's understanding of the overall project's tasks and objectives.
- c. Project constraints and approach to overcoming these.
- d. Project risks and approach to managing them.
- e. The proposed Contractor teaming structure and the role and responsibilities of each teaming partner.
- f. A summary of the proposal shall include an overview of the approach to completing the tasks identified in Section II-C as well as the deliverables described in Section II-D.
- g. A description of how the staff resources required by this ITB will be provided. Include timeframes for providing these resources.
- h. A description of the method to be used to administer the project from a corporate level.
- i. The name, title, telephone number, FAX number, mailing address, email address and work hours of a person who will be available to answer any questions concerning your proposal.
- j. Bidders shall discuss the accommodation of alternative ballot printing solutions in their response. Michigan election law requires that absent voter ballots be available 45 days before a State election; for all other elections the deadline is twenty days. Further, it is a requirement that clerks test all ballots and programs that will be used to tabulate the ballots prior to issuance. An objective of the ITB is to ensure the timely delivery of ballots and programming in order to meet this requirement. To this end, an easy, inexpensive procedure for qualifying local printers to print optical scan ballots will be discussed by the Bidder(s).
- k. In their proposal, the Bidder(s) shall describe their training support capabilities and provide a plan for further optional training that jurisdictions can obtain directly from the bidder.
- l. In their proposal, the Bidder(s) shall describe their ability to partner with the State in using the Department of State's web presence as a communication and instructional medium. Their proposal will also discuss the Bidder(s) ability to actively participate in creating informative communiqués of public interest during the project, and their ability to develop an on-line demonstration and simulation of the new voting equipment as an additional educational tool.

2. Work Plan – Pass/Fail

The written proposal should indicate the Contractor's ability to provide a plan for accomplishing the work. The plan should include a detailed narrative description of how the Contractor will accomplish the objectives and tasks, including a display of time related events.

This section of the proposal will be evaluated using the following criteria:

- a. Methods of status reporting, including examples of types of reports.
- b. Approach to interfaces with county clerks and the clerks of local jurisdictions.

- c. Time estimating procedures.
- d. Internal quality control monitoring approach used to produce deliverables.
- e. Signoff procedures for completion of deliverables and major activities.
- f. Approach to problem identification and resolution.

Step III-Oral Presentations Pass/Fail

Bidders who reach Step II will also be required to make oral presentations of their proposals to the State. These presentations provide an opportunity for the Bidders to clarify the proposals through mutual understanding. Bidders will also be required to demonstrate their equipment to the State.

EMS Presentation

The purpose of the demonstration will be to familiarize DOS staff with the capabilities of the software. In addition, bidders will provide verification of ITA approval. Such verification shall be provided at the time of the demonstration.

Each presentation shall include:

1. A demonstration of the EMS software and a discussion of its compatibility with the State provided file format in APPENDIX E.
2. A demonstration on ballot formatting utilizing the primary and general election ballots provided.
3. A demonstration on programming of precinct count optical scan tabulators utilizing the primary and general election ballots provided.
4. A demonstration on vote accumulation and reporting capabilities utilizing a download of election results from the memory storage units removed from the two tabulators that were used to process the primary and general election ballots cast during the Oral Presentation.

Tabulator Presentation

1. Each presentation shall include a demonstration of the tabulation of ballots utilizing two separate tabulators that have been programmed to receive the State provided primary and general election ballot. (Note: In meeting the above requirements, all Bidders shall be required to utilize identical primary and general election ballots as provided by the DOS at the pre-bid meeting.)
2. Twenty-five primary and twenty-five general election ballots shall be provided by the bidder for this purpose. A mock vote will be conducted using the test ballots. The results will be hand tabulated and compared to the electronic results.

Step IV- Price Analysis

All proposals considered for Step IV will have pricing evaluated and a determination of the price proposal's reasonableness will be made.

After completion of Technical Proposal Review, Oral Presentations, and Price Analysis, the JEC will make a final award recommendation based on Best Value.

The State, at its option, may engage other processes in order to make a final award decision:

1. Clarifications

If it is determined that a Bidder's proposal is unclear, the State may request from one or all Bidders whose proposals have been opened, a clarification. The State will document, in writing, clarification being requested and forward to the Bidders affected. This process does not allow for changes, rather to simply clarify the proposal submitted. This step may include oral presentations, sample evaluation, price clarifications, and/or site visits.

2. Pricing Negotiations

At the discretion of the State, the State may enter into negotiations with the Bidders on pricing only. No modification to the technical requirements or specifications will be allowed. If modification to the technical requirements or specifications are required, the Best and Final Offer (BAFO) process described in number three below will be used. If once a recommendation is made to award to a Bidder, the State, at its discretion, may engage in further pricing negotiations with the recommended Bidder.

3. BAFO

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

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

The JEC may conduct a cost benefit analysis of the proposals in order to determine which of the Bidders represents the best possible coordination of performance and cost to meet the needs of the State.

Bidders will NOT be provided any information about other proposals or prices, or where the bidder stands in relation to others at any time during the evaluation process.

Any request for such information will be viewed as a compromise to the stated evaluation process and the requesting bidder may be eliminated from further consideration. Successful requests for proposal information by a bidder, its subcontractor, or an affiliated party before contract award may also result in disqualification.

Bidders are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any proposal will be allowed an opportunity to submit a (BAFO).

Other Provisions

1. The State reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the Director of Acquisition Service's judgment, the best interest of the State will be so served.
2. The State reserves the right to evaluate the financial stability of any bidder. The State may seek financial information from the bidder and from third parties. If the State determines in its sole discretion that contracting with a bidder presents an unacceptable risk to the State, the State reserves the right to not award a contract to the State Bidder.
3. The State reserves the right to evaluate the bidder's prior performance with the State, or a bidder may be eliminated from consideration based on this evaluation.

III-F PAST PERFORMANCE

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

III-G SEALED BID RECEIPT (SEE ALSO PARAGRAPH IV-H)

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

III-H INDEPENDENT PRICE DETERMINATION

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

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

III-I AWARD

Award will be made to the responsive and responsible bidder(s) who offer an acceptable level of performance and cost to the State of Michigan. An acceptable level of performance and cost is determined by adequately meeting the award factors described in Section III-E representing best value to the State of Michigan.

The State further reserves the right to reject any or all bids in whole or in part, and to waive any informality or technical defects, if it is determined by the Director of Acquisition Services that the best interest of the State will be served by doing so. In determining an award, qualifications of the bidder, conformity with the specifications of services to be supplied, cost, delivery terms and a Bidder's past performance on State contracts will be considered. The State reserves the right to award to multiple Contractors.

III-J STATE ADMINISTRATIVE BOARD

Bidders are advised that all contracts/purchase orders in excess of \$25,000 shall be approved by the State Administrative Board prior to final award. The decision of this Board is final.

SECTION IV
INFORMATION REQUIRED FROM BIDDERS

Bidder's proposal shall be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those considered by the Bidder to be essential to a complete understanding of the proposal submitted. Appropriate charts and illustrations shall be included in the formal proposal and the Oral Presentation as needed to fully explain the proposal details. Each section of the proposal should be clearly identified with appropriate headings:

IV-A BUSINESS ORGANIZATION

State the full name and address of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the State in which it is incorporated. If appropriate, state whether it is licensed to operate in the State of Michigan. List all subcontractors; include firm name and address, contact person, complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

IV-B STATEMENT OF THE PROBLEM

State in succinct terms your understanding of the problem(s) presented by this ITB and describe how the proposed voting system and EMS meets ALL requirements listed in Section II – B, Objectives.

IV-C MANAGEMENT SUMMARY

1. Narrative

Include a narrative summary description of the proposed effort and of the product(s) that will be delivered. If any support is to be provided by a subcontractor, said subcontractors are to indicate their capability and willingness to carry out the work. In addition, the information requested in Section IV-A above, and Section IV-D below, should be provided for each potential subcontractor.

2. Technical Work Plans

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

3. Prior Experience

Indicate here prior experience of your firm, which you consider relevant to the successful accomplishment of the project defined by this Invitation to Bid. Include sufficient detail to demonstrate the relevance of such experience. Proposals submitted should include, in this section, descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed.

Bidder(s) shall provide documentation of prior experience similar in scope to the State's requirements including the following detailed information: name of the state, county or jurisdiction(s) involved, contact names, addresses and phone numbers.

Bidder(s) shall provide a copy of their current standard contract and warranty.

Bidder(s) shall demonstrate the ability to provide hardware, software and components as agreed upon to all counties, cities and townships in the State of Michigan over the term of this contract to be delivered and installed in two phases as detailed in Appendix C and D. Include detailed information regarding the manufacturing capabilities of your company, partners and or subcontractors to produce, deliver and support all hardware, software and components included in this ITB.

4. Project Staffing

The contracting agents shall be able to staff a project team which possesses talent and expertise in the fields of providing optical scan voting equipment to various counties within a State, as well as personnel familiar with Michigan election laws and procedures. Include the number of executive and professional personnel by skill and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the study or project. Identify key individuals by name and title. Indicate the amount of dedicated management time for the bidder's project manager and other key individuals. Resumes of qualifications are required for proposed project personnel.

The written proposal should indicate the competence of the Project Manager and other personnel whom the bidder intends to assign to the project. Will the key/qualified personnel be the personnel providing training, installation and maintenance?

Bidder(s) shall provide the following information in their proposal:

- a. Organization structure with identification of key personnel, at a minimum, managers, supervisor, lead workers, and subject matter experts.
- b. Organization charts for each team.
- c. Description of the proposed organization structure, functional and contractual reporting responsibilities and the Contractors view of the relationship to the Counties, townships, villages and cities.
- d. Staff loading chart that specifically identifies the number of hours for each staff person by task and/or service by State fiscal year.
- e. Description of the staffing strategy to be used throughout the contract term. This response should include hiring, recruitment and training plans, and how project staff levels will be maintained. Discuss skill mix and staff supervision approaches. Discuss how increased demand in this area may be handled.

- f. Brief narrative describing the relevant experience of each key staff member. This narrative should discuss how the particular experience relates to their specific role.
5. Subcontractors
List here all subcontractors; include firm name and address, contact person, complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

IV-D SECURITY

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

Upon review of the security measures included in a bidder's proposal and if that bidder is awarded the contract, the State will decide whether to issue State ID badges to the bidder's personnel or accept the ID badge issued to personnel by the bidder.

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

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

IV-E BIDDER'S AUTHORIZED EXPEDITOR

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

IV-F ADDITIONAL INFORMATION AND COMMENTS

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

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

IV-G PRICE PROPOSAL

1. Prices/rates quoted in APPENDIX F Cost Proposal Form for all items are the maximum for the duration of the Contract and shall be no higher than the prices charged to any non-Federal government purchaser during the last eighteen months. The prices quoted shall be firm for the duration of the contract.
2. The Bidder shall guarantee that, for the term of the contract, the prices quoted in APPENDIX F Cost Proposal Form for all items shall be no higher than the prices that are charged to any customer other than the Federal Government. If at any time after the commencement of this contract, the Bidder charges any lower price(s) to any other non-Federal customer for the same or equivalent item(s), it shall adjust its Michigan price(s) for the same item(s) purchased thereafter to no more than the price(s) charged to any other non-Federal customer.
3. Provide the cost/rate/price information required in the pricing section for all firms/persons named in your proposal. Each Bidder shall present a firm fixed cost proposal. Such cost proposal should include all costs (separate provisions for travel and/or per diem will not be accepted).
4. The unit price (APPENDIX F, Cost Proposal Form, column A) listed shall include all delivery costs, management and oversight, hardware, software, licenses, back-up system, election management equipment, training and required bolt-on software, with a full warranty.
5. The unit price including General and Administrative costs (G and A) (APPENDIX F, Cost Proposal Form, column B), shall include profits, travel, per diem, and all costs associated with this ITB on a per unit basis.
6. In addition to the information provided in APPENDIX F Cost Proposal Form, Bidder(s) shall also provide a breakdown of unit costs as specified in APPENDIX G Unit Price Breakdown.
7. The State is liable to refund to the Federal government \$3192.22 for each precinct that has not replaced its punch card and lever voting systems. Bidder(s) must make provision for reimbursing to the State this amount in addition to the contract price for failure to supply voting systems to punch card and lever machine precincts by January 1, 2006. This reimbursement provision shall be part of the performance guarantee cost provided in items 8 a., b., and c. below.
8. The State will evaluate the unit cost of the performance guarantee proposals, and choose the proposal that presents the best value to the State:
 - a. Performance Bond (APPENDIX F, PERFORMANCE GUARANTEE, column C) includes all costs associated with obtaining a performance bond on a per unit basis, as specified in Section I-RR Performance Guarantee.

- b. Insurance (APPENDIX F, PERFORMANCE GUARANTEE, column C) includes all costs associated with obtaining insurance on a per unit basis, as specified in Section I-RR Performance Guarantee.
 - c. Other Solution (APPENDIX F, PERFORMANCE GUARANTEE, column C) includes all costs associated with the Contractor's optional solution as specified in Section I-RR Performance Guarantee.
9. The Bidder shall guarantee that, for the term of the contract, the prices quoted in APPENDIX F Cost Proposal Form for all Optional Items, Post Warranty Maintenance, tabulator programming, and ballot printing represent the maximum amounts that will be charged.
10. Ballot printing and programming costs shall be based on the primary and general election ballots used during Oral Presentations. This information will be used by counties in the selection of a countywide system. This information will also be used by counties and local jurisdictions in making later decisions regarding the utilization of authorized Contractors to provide these services.
11. Independent Price Determination. Include a statement substantially as follows: "This cost and price analysis is submitted in full compliance with the provisions of the paragraph titled 'Independent Price Determination' in Part III of the ITB to which this proposal is a response."

IV-H PROPOSAL SUBMITTAL

Submit 8 copies of your Proposal, which includes your Technical & Price Proposal. Your Proposal should also be submitted in electronic format on a 3 1/2" disk or CD Rom. All documents and data shall be created using tools that are compatible with the Microsoft Office Suite 2000 standard desktop tools, without need for conversion. Your electronic submission shall be submitted in the following Font type and size: Times New Roman, 12 point. The electronic format may be saved in a compressed format. Bidders are required to submit in electronic format along with the number of paper copies being requested. Any items contained in the Proposal that cannot be saved in the aforementioned format should be clearly identified by the Bidder as the items that are excluded from the electronic submission.

Sealed Bid Submission – ITB responses shall be received and time-stamped by Acquisition Services on or before the date specified on the cover page of this request in order for the bid to be considered for award. Properly complete and sign the coversheet of the Invitation to Bid (ITB) (form DMB-285) sent as part of this packet of information. Return that signed form with your bid according to the instructions below. Bidders are responsible for timely receipt of their quotation by Acquisition Services. Following the instructions below will insure that the integrity of the sealed bid process is protected:

- 1. Each envelope/container submitted shall contain the response to only one ITB. Do not submit responses to more than one ITB in one envelope/container. Also, faxed bids will not be accepted unless specifically requested by Acquisition Services.

2. To insure correct and timely processing of the bid, the mailing label provided with the ITB should be used on the envelope containing the bid, or on an interior envelope/container if using a courier service.
3. The ITB number (i.e., bid number) shall be entered on the mailing label or on the envelope itself. It is imperative that Bidders record the ITB number on the outside of the submittal envelope to insure the integrity of the sealed bid process. Failure to comply with this instruction will result in automatic disqualification of your bid. The Date Due and the Bidder ID Number is optional information.
4. The bid, in the properly labeled envelope, shall be received by Acquisition Services not later than the time and the due date indicated on the face of the ITB, unless otherwise specified elsewhere in the ITB.
5. The bid may be submitted as described in a. and b. below:
 - a. The bid may be hand-delivered or sent via courier to Acquisition Services:

Department of Management and Budget
Acquisition Services
Stevens T. Mason Building, 2nd Floor
530 W. Allegan Street
Lansing, MI 48933
 - b. By U.S. Mail to:

State of Michigan
Department of Management and Budget
Acquisition Services
P.O. Box 30152
Lansing, Michigan 48909

APPENDIX A

HAVA REQUIREMENTS

TITLE III – UNIFORM AND NON-DISCRIMINATORY ELECTION TECHNOLOGY AND ADMINISTRATION REQUIREMENTS

Subtitle A – Requirements

SEC. 301 VOTING SYSTEM STANDARDS

(a) REQUIREMENTS – Each voting system used in an election for Federal office shall meet the following requirements.

(Readers Note: These requirements shall apply to all precinct count optical scan, ABS, and EMS systems and components used in Michigan elections.)

IN GENERAL

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

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

(B) DOES NOT APPLY IN MICHIGAN

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

AUDIT CAPACITY

(A) **IN GENERAL** – The voting system shall produce a record with an audit capacity for such system.

(B) **MANUAL AUDIT CAPACITY** – The voting system shall produce a permanent paper record with a manual audit capacity for such system. The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced.

The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

(This HAVA provision is not addressed in this ITB)

The voting system shall (A) be accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for access and participation (including privacy and independence) as for other voters; (B) satisfy the requirement of sub paragraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and (C) if purchased with funds made available under Title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).

ALTERNATIVE LANGUAGE ACCESSIBILITY

The voting system shall provide alternative language accessibility pursuant to the requirements of Section 203 of the Voting Rights Act of 1965 (42 U.S.C. 1973aa-1a)

ERROR RATES

The error rate of the voting system in counting ballots (determined by taking into account only those errors which are attributable to the voting system and not attributable to an act of the voter) shall comply with the error rate standards established under Section 3.2.1 of the voting systems standards issued by the Federal Election Commission which are in effect on the date of the enactment of this Act.

UNIFORM DEFINITION OF WHAT CONSTITUTES A VOTE (as defined under Michigan Law)

MCL 168.803(2) provides as follows:

If an electronic voting system requires that the elector place a mark in a predefined area on the ballot in order to cast a vote, the vote shall not be considered valid unless there is a mark within the predefined area. A stray mark made within the predefined area is not a valid vote. In determining whether a mark within a predefined area is a stray mark, the board of canvassers or election official shall compare the mark with other marks appearing on the ballot. The secretary of state shall issue instructions relevant to stray marks to ensure the fairness and uniformity of determinations made under this subsection. A secretary of state's instruction relevant to stray marks shall not be applied to a ballot unless the secretary of state issued the instruction not less than 63 days before the date of the election.

VOTING SYSTEM DEFINED

In this section, the term "voting system" means (1) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used (a) to define ballots; (b) to cast and count votes; (c) to report or display election results; and (d) to maintain and produce any audit trail information; and the practices and associated documentation used to (1) identify system components

and versions of such components; (b) test the system during its development and maintenance; (c) maintain records of system errors and defects; (d) to determine specific system changes to be made to a system after the initial qualification of the system; and (e) make available any materials to the voter such as notices, instruction, forms, or paper ballots.

APPENDIX B

Michigan Voting System Approval Process and Technical Requirements

MICHIGAN ELECTION LAW (EXCERPT)

Act 116 of 1954

168.794. Electronic voting systems; definitions

Sec. 794. As used in sections 794 to 799a: [\[FN1\]](#)

- (a) "Audit trail" means a record of the votes cast by each voter that can be printed, recorded, or visually reviewed after the polls are closed. The record shall not allow for the identification of the voter.
- (b) "Ballot" means a card, ballot label, paper ballot, envelope, or any medium through which votes are recorded.
- (c) "Ballot label" means the display or material containing the names of offices and candidates or the questions to be voted on.
- (d) "Counting center" means 1 or more locations selected by the board of election commissioners of the city, county, township, village, or school district at which ballots are counted by means of electronic tabulating equipment or vote totals are electronically received from electronic tabulating equipment and electronically compiled.
- (e) "Electronic tabulating equipment" means an apparatus that electronically examines and counts votes recorded on ballots and tabulates the results.
- (f) "Electronic voting system" means a system in which votes are recorded and counted by electronic tabulating equipment.
- (g) "Escrow account" means a third party approved by the Secretary of State for the purpose of taking custody of all source codes, including all revisions or modifications of source codes.
- (h) "Source code" means the assembly language or high level language used to program the electronic voting system.
- (i) "Voting device" means an apparatus that contains the ballot label and allows the voter to record his or her vote.
- (j) "Voting station" means an enclosure provided to ensure ballot secrecy during the voting of the ballot.
- (k) "Memory device" means a method or device used to store electronic data.

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990; P.A.1992, No. 8, § 1, Imd. Eff. March 10, 1992.

[\[FN1\]](#) Sections **168.794** to 168.799a.

[<General Materials \(GM\) - References, Annotations, or Tables>](#)

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1992 Legislation

The 1992 amendment added subd. (k).

1989 Main Volume

Source:

P.A.1954, No. 116, § 794, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.

C.L.1948, § **168.794**. C.L.1970, § **168.794**.

LIBRARY REFERENCES

1989 Main Volume

Elections ↵222.

WESTLAW Topic No. 144.

C.J.S. Elections § 203.

M. C. L. A. **168.794**

MI ST **168.794**

END OF DOCUMENT

168.795. Specifications for electronic voting systems

Sec. 795. (1) An electronic voting system acquired or used under sections 794 to 799a [\[FN1\]](#) shall meet all of the following requirements:

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

(b) Permit each elector to vote at an election for all persons and offices for whom and for which the elector is lawfully entitled to vote; to vote for as many persons for an office as the elector is entitled to vote for; and to vote for or against any question upon which the elector is entitled to vote. Except as otherwise provided in this subdivision, the electronic tabulating equipment shall reject all choices recorded on the elector's ballot for an office or a question if the number of choices exceeds the number that the elector is entitled to vote for on that office or question. Electronic tabulating equipment that can detect that the choices recorded on an elector's ballot for an office or a question exceeds the number that the elector is entitled to vote for on that office or question located at each polling place and shall be programmed to reject a ballot containing that type of an error. If a choice on a ballot is rejected as provided in this subdivision, an elector shall be given the opportunity to have that ballot considered a spoiled ballot and to vote another ballot.

(c) Permit an elector, at a presidential election, by a single selection to vote for the

candidates of a party for president, vice-president, and presidential electors.

(d) Permit an elector in a primary election to vote for the candidates in the party primary of the elector's choice. Except as otherwise provided in this subdivision, the electronic tabulating equipment shall reject each ballot on which votes are cast for candidates of more than 1 political party. Electronic tabulating equipment that can detect that the elector has voted for candidates of more than 1 political party shall be located at each polling place and programmed to reject a ballot containing that type of an error. If a choice on a ballot is rejected as provided in this subdivision, an elector shall be given the opportunity to have that ballot considered a spoiled ballot and to vote another ballot.

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

(f) Reject a ballot on which no valid vote is cast. Electronic tabulating equipment shall be programmed to reject a ballot on which no valid vote is cast.

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

(h) Be designed to accommodate the needs of an elderly voter or a person with 1 or more disabilities.

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

(j) Provide an audit trail.

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

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

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

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990; P.A.1992, No. 8, § 1, Imd. Eff. March 10, 1992; P.A.1998, No. 21, Imd. Eff. March 12, 1998; P.A.1999, No. 218, Eff. March 10, 2000; P.A.2002, No. 91, Eff. April 9, 2002.

[\[FN1\]](#) M.C.L.A. §§ 169.794 to [168.799a](#).

<[General Materials \(GM\)](#) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1992 Legislation

The 1992 amendment, in the introductory paragraph of subsec. (1), substituted "pursuant to" for "in accordance with"; in subsec. (1)(a), substituted "receive" for "have received"; in subsec. (1)(b), in the second sentence inserted "Except as otherwise provided in this subdivision," and added the third sentence; in subsec. (1)(e), in the second sentence inserted "Except as otherwise provided in this subdivision," and added the third sentence; and, in subsec. (1)(h), substituted "June 18, 1990" for "on the effective date of the amendatory act that added this subdivision".

1998 Legislation

P.A.1998, No. 21, in subsec. (1)(h), substituted "elderly voter or a person with 1 or more disabilities" for "elderly or handicapped voter".

For contingent effect provisions of P.A.1998, No. 21, see the Historical and Statutory Notes following § 168.29.

1999 Legislation

P.A.1999, No. 218, inserted subsec. (1)(l).

For effective date provisions of P.A.1999, No. 218, see the Historical and Statutory Notes following § 168.624.

2001 Legislation

This section was amended by P.A.2001, No. 269, Eff. March 22, 2002, suspended pending result of the Nov. 5, 2002, election on a referendum petition on that act. The referendum on P.A.2001, No. 269, was rejected by the voters at the Nov. 5, 2002, election.

For effective date provisions of P.A.2001, No. 269, see the Historical and Statutory Notes following § 168.31.

2002 Legislation

For contingent effect and effective date provisions of P.A.2002, No. 91, see the Historical and Statutory Notes following [M.C.L.A. § 168.2](#).

1989 Main Volume

Source:

P.A.1954, No. 116, § 795, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.

C.L.1948, § **168.795.**

C.L.1970, § **168.795.**

LIBRARY REFERENCES

1989 Main Volume

Elections ¶222.

WESTLAW Topic No. 144.

C.J.S. Elections § 203.

M. C. L. A. **168.795**

168.795a. Electronic voting systems, approval by Board of State Canvassers, conditions; approval, requirements; field test; intent to purchase statement; instructions for local officials; disapproval

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

(a) Is certified by an independent testing authority accredited by the National Association of State Election Directors and by the Board of State Canvassers.

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

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

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

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

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

(d) Pay the cost for any field test required by the Board of State Canvassers.

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

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

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

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

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

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

(6) After an electronic voting system is approved, an improvement or change in the

electronic voting system shall be submitted to the Board of State Canvassers for approval pursuant to this section. This subsection does not apply to the technical capability of a general purpose computer, reader, or printer to electronically record and count votes.

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

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

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

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990; P.A.1992, No. 8, § 1, Imd. Eff. March 10, 1992; P.A.1995, No. 261, § 1, Eff. March 28, 1996; P.A.1996, No. 583, § 1, Eff. March 31, 1997; P.A.1998, No. 215, Imd. Eff. July 1, 1998.

<[General Materials \(GM\)](#) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1992 Legislation

The 1992 amendment inserted the subsection numbering; in subsec. (1), added the third sentence; and added subsec. (2).

1995 Legislation

The 1995 amendment, in subsec. (1), in the first sentence added "and instructions regarding recounts of ballots cast on that electronic voting system that have been issued by the Secretary of State".

1996 Legislation

The 1996 amendment rewrote this section, which prior thereto read:

"(1) An electronic voting system shall not be used in an election unless it is approved by the Board of State Canvassers as meeting the requirements of sections 794 and 795 and instructions regarding recounts of ballots cast on that electronic voting system that have been issued by the Secretary of State. After an electronic voting system is approved, an improvement or change in the electronic voting system shall be submitted to the Board of State Canvassers for approval pursuant to this section. This subsection does not apply to the technical capability of a general purpose computer, reader, or printer to electronically record and count votes.

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

1998 Legislation

P.A.1998, No. 215, added subsec. (2)(e); and, in subsec. (3), in the third sentence added "based upon the vendor's statement provided under subsection (2)(e)".

1989 Main Volume

Source:

P.A.1954, No. 116, § 795a, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.

C.L.1948, § **168.795a.**

C.L.1970, § **168.795a.**

NOTES OF DECISIONS

Approval [1](#)

Instructions [2](#)

[1.](#) Approval

School board was not required to obtain approval of Secretary of State before using voting machine in school bond referendum; as machine was electronic, board of canvassers were required to approve machines, and blanket approval for machines in question had been issued by [Board of State Canvassers. *Vorva v. Plymouth-Canton Community School Dist.* \(1998\) 584 N.W.2d 743, 230 Mich.App. 651](#), appeal denied [589 N.W.2d 780, 459 Mich. 926](#).

Alleged noncompliance with requirement that electronic voting machine be resubmitted for approval by State Board of Canvassers, when changes were made in machine, did not mandate holding of new referendum of school bond issue when votes were tallied on noncompliant machines; change was unrelated to ability of voter to cast his vote. [Vorva v. Plymouth-Canton Community School Dist. \(1998\) 584 N.W.2d 743, 230 Mich.App. 651](#), appeal denied [589 N.W.2d 780, 459 Mich. 926](#).

[2.](#) Instructions

Board of canvassers was not empowered to order new special election to vote on school bond issue, based on claim that votes were unnecessarily invalidated due to improper instruction in use of voting machines; local canvassers did not have responsibility for quality of instructional material accompanying machines, which was responsibility of Secretary of State. [Vorva v. Plymouth-Canton Community School Dist. \(1998\) 584 N.W.2d 743, 230 Mich.App. 651](#), appeal denied [589 N.W.2d 780, 459 Mich. 926](#).

168.795b. Ballot labels, materials, form, contents; electronic tabulation

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

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

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990.

<[General Materials \(GM\)](#) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1989 Main Volume

Source:

P.A.1954, No. 116, § 795b, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.

C.L.1948, § **168.795b.**

C.L.1970, § 168.795b.

M. C. L. A. 168.795b

MI ST 168.795b

END OF DOCUMENT

Parts of ballots, differentiation; voting straight party ticket or split ticket

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

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990.

<[General Materials \(GM\)](#) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

2001 Legislation

This section was amended by P.A.2001, No. 269, Eff. March 22, 2002, suspended pending result of the Nov. 5, 2002, election on a referendum petition on that act. The referendum on P.A.2001, No. 269, was rejected by the voters at the Nov. 5, 2002, election.

For effective date provisions of P.A.2001, No. 269, see the Historical and Statutory Notes following § 168.31.

1989 Main Volume

Source:

P.A.1954, No. 116, § 795c, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.

C.L.1948, § 168.795c.

C.L.1970, § 168.795c.

M. C. L. A. 168.795c
MI ST 168.795c
END OF DOCUMENT

168.797c. Results of votes cast, tabulation by computer program; source code of program; nondisclosure of proprietary information

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

CREDIT(S)

2003 Electronic Update

Amended by P.A.1990, No. 109, § 1, Imd. Eff. June 18, 1990.

<[General Materials \(GM\)](#) - References, Annotations, or Tables >

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1989 Main Volume

Source:

P.A.1954, No. 116, § 797c, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.

C.L.1948, § 168.797c.

C.L.1970, § 168.797c.

M. C. L. A. 168.797c
MI ST 168.797c
END OF DOCUMENT

APPENDIX C

Number of Precincts in Phase I

Page 1 of 6

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Alcona	14	AVM	27	9274
Total	14		27	9274
Alger	3	AVM	7	2512
	10	Paper	33	3457
Total	13		40	5969
Allegan	1	AVM	4	1861
Total	1		4	1861
Alpena	3	AVM	8	3297
	1	Paper	1	183
	2	Printer AVM	5	2488
	6	Punch Card	66	8505
Total	12		80	14473
Arenac	1	AVM	2	564
	1	Paper	1	256
	2	Printer AVM	4	1187
Total	4		7	2007
Baraga	4	Printer AVM	5	2286
Total	4		5	2286
Benzie	9	AVM	21	6349
	11	Printer AVM	20	5742
Total	20		41	12091
Branch	6	AVM	16	3798
	4	Printer AVM	8	4436
Total	10		24	8234
Calhoun	1	Printer AVM	3	801
Total	1		3	801
Cass	3	AVM	8	3566
Total	3		8	3566
Charlevoix	21	Punch Card	87	19719
Total	21		87	19719
Cheboygan	1	AVM	2	310
	1	Paper	2	188
	12	Printer AVM	19	5202
Total	14		23	5700

APPENDIX C

Number of Precincts in Phase I

Page 2 of 6

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Chippewa	3	Paper	8	663
Total	3		8	663
Clare	27	Punch Card	119	22436
Total	27		119	22436
Crawford	11	Punch Card	52	11766
Total	11		52	11766
Eaton	2	Paper	8	1054
	8	Printer AVM	32	12816
	16	Punch Card	153	26227
Total	26		193	40097
Emmet	22	Punch Card	100	22630
Total	22		100	22630
Gladwin	21	Punch Card	78	22189
Total	21		78	22189
Grand Traverse	1	Paper	1	278
Total	1		1	278
Gratiot	6	AVM	19	6608
	3	Paper	11	1285
	1	Printer AVM	2	1270
	3	Punch Card	24	5338
Total	13		56	14501
Hillsdale	4	AVM	10	8473
	20	Printer AVM	58	21567
Total	24		68	30040
Houghton	7	AVM	11	3836
	4	Paper	10	607
	8	Printer AVM	14	6070
Total	19		35	10513
Huron	5	AVM	10	2617
	5	Paper	14	1141
	1	Printer AVM	2	389
Total	11		26	4147
Ingham	139	Punch Card	850	199801
Total	139		850	199801

APPENDIX C

Number of Precincts in Phase I

Page 3 of 6

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Ionia	25	Printer AVM	72	29705
Total	25		72	29705
Iosco	23	Punch Card	90	23450
Total	23		90	23450
Iron	1	Paper	2	94
Total	1		2	94
Isabella	28	Punch Card	173	37834
Total	28		173	37834
Jackson	1	AVM	3	1535
Total	1		3	1535
Kalamazoo	109	Punch Card	686	166290
Total	109		686	166290
Kalkaska	1	AVM	7	3614
	1	Paper	3	215
	11	Printer AVM	21	8418
Total	13		31	12247
Kent	128	Punch Card	843	167095
Total	128		843	167095
Lake	19	Punch Card	53	8098
Total	19		53	8098
Lapeer	12	Punch Card	96	18587
Total	12		96	18587
Lenawee	16	AVM	46	21432
Total	16		46	21432
Livingston	24	Punch Card	183	41552
Total	24		183	41552
Mackinac	5	Paper	12	1163
Total	5		12	1163
Macomb	87	AVM	272	97331
	7	Punch Card	49	11039
Total	101		347	108370
Manistee	7	AVM	17	4964
	2	Paper	5	752
Total	9		22	5716

APPENDIX C

Number of Precincts in Phase I

Page 4 of 6

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Marquette	8	Paper	33	2004
	3	Printer AVM	7	2494
	7	Punch Card	68	13035
Total	18		108	17533
Mason	26	Punch Card	122	19939
Total	26		122	19939
Menominee	22	AIS	103	17251
Total	22		103	17251
Midland	50	Punch Card	279	63479
Total	50		279	63479
Missaukee	17	Punch Card	57	9726
Total	17		57	9726
Montcalm	36	AVM	71	31310
	7	Printer AVM	16	7817
Total	43		87	39127
Montmorency	2	Paper	5	613
	1	Printer AVM	5	1519
Total	3		10	2132
Muskegon	15	AVM	58	23786
Total	15		58	23786
Newaygo	5	AVM	14	1902
	4	Paper	9	889
	2	Printer AVM	5	1248
	1	Punch Card	6	1257
Total	12		34	3394
Oakland	16	AVM	39	17563
	2	Paper	4	373
	50	Punch Card	233	62515
Total	68		276	80451
Oceana	12	AVM	35	12632
	2	Paper	6	1693
	4	Printer AVM	9	3666
Total	18		50	17991

APPENDIX C

Number of Precincts in Phase I

Page 5 of 6

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Ogemaw	22	Punch Card	63	11540
Total	22		63	11540
Osceola	9	AVM	20	7387
	2	Paper	7	580
	1	Printer AVM	2	525
Total	12		29	8492
Oscoda	9	Punch Card	37	6829
Total	9		37	6829
Presque Isle	18	Punch Card	66	11066
Total	18		66	11066
Roscommon	1	AVM	2	220
	1	Printer AVM	2	295
Total	2		4	515
Saginaw	1	Paper	2	43
	1	Printer AVM	4	1443
Total	2		6	1486
St. Joseph	4	AVM	20	8855
Total	4		20	8855
Shiawassee	7	AVM	26	10236
	1	Printer AVM	2	780
Total	8		28	11016
Tuscola	3	AVM	12	3266
	1	Punch Card	6	811
Total	4		18	4077
Van Buren	9	AVM	26	12348
	20	Printer AVM	60	32342
	1	Shoup	4	2300
Total	48		90	46990
Washtenaw	22	Punch Card	172	32087
Total	22		172	32087
Wayne	118	Punch Card	655	119405
	77	Shoup	323	93943
Total	217		978	213348

APPENDIX C

Number of Precincts in Phase I

Page 6 of 6

County	Number of Precincts/ Tabulators	Current Voting System	Number of Voting Stations	Number of Registered Voters
Wexford	2	AVM	4	730
	1	Paper	2	137
<i>Total</i>	3		6	867

<i>State Total (63 Counties)</i>	<i>1604</i>		<i>9055</i>	
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Precinct totals should be used as estimates only. Data is based on the 2002 Precinct Report. Some upper peninsula counties use a central count optical scan system. When the jurisdictions that use a central count system are identified, they will be moved to Phase I.

APPENDIX D

Number of Precincts in Phase II

Page 1 of 4

County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
Alger	1	Accuvote	3	1072
Total	1		3	1072
Allegan	36	Accuvote	288	59106
	4	Optech	24	5052
Total	40		271	64185
Alpena	6	Accuvote	18	8750
Total	6		18	8750
Antrim	1	Accuvote	10	1319
	15	Optech	45	15744
Total	16		55	17063
Arenac	2	Accuvote	10	1543
Total	2		10	1543
Baraga	2	Accuvote	6	3331
Total	2		6	3331
Barry	24	Accuvote	129	37058
Total	24		129	37058
Bay	69	Optech	464	82368
Total	69		464	82368
Berrien	69	Accuvote	568	113057
Total	69		568	113057
Branch	7	Optech	46	12338
Total	7		46	12388
Calhoun	56	Optech	411	88789
Total	56		411	88789
Cass	10	Accuvote	71	15205
	5	Optech	34	7519
Total	15		105	22724
Cheboygan	11	Accuvote	54	13615
Total	11		54	13615
Chippewa	14	Accuvote	97	20905
Total	14		97	20905
Clinton	2	Accuvote	18	3308
	26	Optech	196	39975
Total	29		214	44538
Delta	14	Accuvote	65	15644
Total	14		65	15644
Dickinson	17	Accuvote	124	21260

<i>Total</i>	<i>17</i>		<i>124</i>	<i>21260</i>
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APPENDIX D

Number of Precincts in Phase II

Page 2 of 4

County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
Eaton	22	Accuvote	161	35531
Total	22		161	35531
Gogebic	12	Accuvote	77	13937
Total	12		77	13937
Grand Traverse	34	Accuvote	191	56400
Total	34		191	56400
Gratiot	5	Accuvote	19	4108
	11	Optech	27	5541
Total	16		46	9649
Hillsdale	1	Unilect	4	1174
Total	1		4	1174
Houghton	13	Accuvote	72	11427
Total	13		72	11427
Huron	14	Optech	71	17225
Total	14		71	17225
Ingham	1	Accuvote	5	1259
Total	1		5	1259
Ionia	1	Accuvote	12	2493
Total	1		12	2493
Iron	13	Accuvote	40	7766
Total	13		40	7766
Jackson	30	Accuvote	149	48210
	36	Optech	219	48996
Total	66		368	97206
Kalamazoo	1	Accuvote	5	1368
Total	1		5	1368
Kent	123	Optech	893	188335
	15	Unilect	62	21382
Total	138		955	209717
Keweenaw	5	Accuvote	16	1780
Total	5		16	1780
Lapeer	21	Accuvote	172	34684
Total	21		172	34684
Leelanau	5	Accuvote	33	7085
Total	5		33	7085

APPENDIX D

Number of Precincts in Phase II

Page 3 of 4

County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
Lenawee	8	Accuvote	53	16095
	6	Optech	63	13398
	4	Unilect	30	5858
Total	18		146	35351
Livingston	11	Accuvote	60	20044
Total	11		60	20044
Luce	5	Accuvote	20	4507
Total	5		20	4507
Mackinac	8	Accuvote	32	4498
Total	8		32	4498
Macomb	124	Accuvote	732	175821
	31	Optech	223	52069
Total	155		955	227890
Manistee	1	Accuvote	2	714
Total	1		2	714
Marquette	10	Accuvote	87	20972
Total	10		87	20972
Mecosta	22	Microvote	76	25813
Total	22		76	25813
Monroe	62	Accuvote	417	108535
Total	62		417	108535
Montmorency	4	Accuvote	27	4462
Total	4		27	4462
Muskegon	42	Optech	294	70042
Total	42		294	70042
Newaygo	16	Optech	126	22845
Total	16		126	22845
Oakland	57	Accuvote	325	82525
	406	Optech	2741	674196
Total	463		3066	756721
Ogemaw	4	Accuvote	4	5944
Total	4		4	5944
Ontonagon	14	Accuvote	30	6390
Total	14		30	6390
Osceola	1	Optech	2	1680
Total	1		2	1680
Otsego	13	Accuvote	89	19095

<i>Total</i>	<i>13</i>		<i>89</i>	<i>19095</i>
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APPENDIX D

Number of Precincts in Phase II

Page 4 of 4

County	Number of Precincts/ Tabulators	CURRENT VOTING SYSTEM	Number of Voting Stations	Number of Registered Voters
Ottawa	104	Optech	640	163129
Total	104		640	163129
Roscommon	8	Accuvote	77	14916
Total	8		77	14916
Saginaw	65	Optech	422	106514
Total	65		422	106514
St. Clair	29	Accuvote	240	48765
	31	Optech	208	52183
Total	60		448	100948
St. Joseph	16	Accuvote	113	29721
Total	16		113	29721
Sanilac	30	Optech	145	30570
Total	30		145	30570
Schoolcraft	8	Accuvote	27	4144
Total	8		27	4144
Shiawassee	16	Accuvote	111	22729
	8	Optech	70	12783
Total	24		181	35512
Tuscola	22	Optech	142	31138
Total	22		142	31138
Washtenaw	46	Accuvote	355	76460
	58	Optech	358	99538
Total	104		713	175998
Wayne	86	Accuvote	520	117345
	776	Optech	5637	850183
	59	Unilect	262	74092
Total	921		6419	1041620
Wexford	17	Accuvote	99	21153
Total	17		99	21153
State Total (62 Counties)	2983		19734	

The number of precincts and voting stations are from the 2002 Precinct Report, these totals may change as we get more information.

APPENDIX E

State of Michigan Bureau of Elections Standard Precinct File Layout*

Page 1 of 4

A standard comma-separated values (csv) file with quoted strings is used to report vote totals. Field names are *not* expected in the first row. Small Integer datatypes hold numbers up to 32,767.

One file per county named thusly: <county name>.csv, i.e. *ingham.csv* would be the expected filename for a file containing Ingham county's precinct election results.

The layout of this file follows (**except for the first line, see Election.txt below**):

Field #	Field	Field Type	Data Description
Field #1	Election Year	Small Integer	1998, 2000, etc.
Field #2	Election Type	3 Character String	"PRI","GEN"
Field #3	Office Code	Small Integer	Matches office code list. Zero for poll book total.
Field #4	District Code	5 Character String	Matches office/district code list. Zero-filled for poll book total.
Field #5	Status Code	Small Integer	Matches status code list. Zero for poll book total.
Field #6	County Code	Small Integer	Matches county code list.
Field #7	City/Township Code	Small Integer	Matches county/city/township list.
Field #8	Ward/District Number	Small Integer	Numeric designation for wards. Also called "districts" in Detroit City.
Field #9	Precinct Number	Small Integer	Numeric precinct identifier. Absentee Voter Counting Boards (AVCB) are designated by a number > 900. i.e. the first AVCB in this precinct is 901, the second is 902, etc. The only exception to this rule is for Detroit City, where a Ward/District # (Field#8) of 1 signifies a grouping of ALL AVCB's, then the AVCB # is stored in Field #9 and numbered sequentially from 1.
Field #10	Precinct Alpha Identifier	Up to 10 Character String	"A", "B", often used to designate "split" precincts, or to further identify a precinct. This is the ONLY field that is NOT required to contain a value!
Field #11	Candidate ID#	Integer	Matches election candidate listing. May contain <i>negative</i> integers. Zero for poll book total.
Field #12	Number of Votes	Integer	Precinct vote total or poll book total.

*APPENDIX E is subject to change. All approved contractors will be notified of any changes to the file layout.

APPENDIX E

State of Michigan Bureau of Elections Standard Precinct File Layout

Page 2 of 4

To aid in the creation of the above file, the Bureau will provide the following csv text files of data at election time for reference/import.

Null values will be designated #NULL#.

Basic knowledge of relational databases will be very useful in using the following files to create the desired final data file.

The layouts of these files are as follows:

Election Header File (ELECTION.TXT) Contains 1 row only.

Field #1	Election Year	Small Integer	1998, 2000, etc.
Field #2	Election Type	3 character string	“PRI”, “GEN”
Field #3	Election Date	Date	Date of Election
Field #4	Dump Timestamp	DTM	Date/Time stamp making the exact time this data was created. Poss. useful to store and reference back to see if Bureau has subsequent data dumps with changes, corrections to data.

The first row of your incoming file should contain this line from our Election.txt file, exactly as is! This will allow us to know which data dump of ours you processed from. All subsequent rows we receive should adhere to the incoming data layout previously described.

Candidate Listing File (CANDLIST.TXT)

Field #	Field	Field Type	Data Description
Field #1	Election Year	Small Integer	1998, 2000, etc.
Field #2	Election Type	3 character string	“PRI”, “GEN”
Field #3	Office Code	Small Integer	Matches office code list.
Field #4	District Code	5 character string	Matches office/district code list.
Field #5	Status Code	Small Integer	Matches status code list. Office Code, District Code and Status Code together uniquely define an “office”.
Field #6	Candidate ID# or Ballot Proposal option #	Integer	May contain <i>negative</i> integers.

APPENDIX E

State of Michigan Bureau of Elections Standard Precinct File Layout

Page 3 of 4

Field #	Field	Field Type	Data Description
	Office Detail	Up to 255 character string	Full Ballot Description of Candidate's sought office. Composite description constructed from office code, district code and status code. This information is redundant (will repeat) with respect to candidates.
Field #8	Party Code	3 character string	Matches political party list.
Field #9	Candidate Last Name	Up to 40 character string	Candidate's last name as shown on ballot <i>or</i> Ballot Proposal option ("Yes", "No").
Field #10	Candidate First Name	Up to 32 character string	Candidate's first name as shown on ballot.
Field #11	Candidate Middle Name	Up to 32 character string	Candidate's middle name/initial as shown on ballot.
Field #12	Open Seats	Small integer	Number of open positions in this office/district/status code combination. This information is redundant (will repeat) with respect to candidates.

County Codes (COUNTY.TXT)

Field #	Field	Field Type	Data Description
Field #1	County Code	Small Integer	Bureau assigned State of Michigan county code. 83 total counties.
Field #2	County Name	Up to 64 character string	"ALCONA", "ALGER", etc.

Office Codes (OFFICES.TXT)

Field #	Field	Field Type	Data Description
Field #1	Office Code	Small integer	Bureau assigned Office Code.
Field #2	Office Name	Up to 80 character string	Long string description of office.

Office/District Codes (OFFDIST.TXT)

Field #	Field	Field Type	Data Description
Field #1	Office Code	Small Integer	Bureau assigned Office Code.

APPENDIX E

State of Michigan Bureau of Elections Standard Precinct File Layout

Page 4 of 4

Field #	Field	Field Type	Data Description
Field #2	District Code	5 character string	District Code uniquely defining the specified district <i>within office</i> .
Field #3	District Name	Up to 80 character string	District Name

Status Codes (STATUS.TXT)

Field #	Field	Field Type	Data Description
Field #1	Status Code	Small Integer	Bureau assigned office status code.
Field #2	Status Description	Up to 80 character string	Description of office status.

Political Party Codes (PARTY.TXT)

Field #	Field	Field Type	Data Description
Field #1	Party Code	5 character string	Bureau assigned Political Party code for the selected election.
Field #2	Party Name	Up to 48 character string	Long string description of political party. i.e. "U.S. Taxpayer's Party"

City/Township Codes (CITYTOWN.TXT)

Field #	Field	Field Type	Data Description
Field #1	County Code	Small Integer	Bureau assigned State of Michigan county code. Matches County Codes list.
Field #2	City/Township Code	Small Integer	Bureau assigned State of Michigan city/township code within county.
Field #3	City/Township Name	Up to 64 character string.	Official name of city or township.
Field #4	City/Township Designation	1 character string.	"C" = City "T" = Township

APPENDIX F
COST PROPOSAL FORM

Page 1 of 3

Price Breakdown – Mandatory Items	Model/Version	A. Unit Price (ea.)	B. Unit Price (ea.) Including G and A	C. Performance Guarantee		
				Performance Bond Cost per Unit	Insurance Cost per Unit	Other Solution Cost per Unit
Precinct Count Optical Scan voting system tabulator with modem, ballot box and memory device						
<i>County</i> based Election Management System (EMS)						
<i>Jurisdiction</i> based Election Management System (EMS)						

Price Breakdown – Optional Items	Model/Version	Unit Price (ea.)
Central Count Optical Scan voting system Absentee Ballot System (ABS) tabulator with modem, ballot box and memory device		
Voting Booth		
Approved Ballot Storage Container		
Memory Device		
Memory Device Transport Container		
Extra Optical Scan Tabulators		
<i>Jurisdiction</i> based Election Management System (EMS)		

Optional Post Warranty Maintenance	Year 1	Year 2	Year 3	Year 4	Year 5
Annual maintenance price per Precinct Count Optical Scan unit					
Annual maintenance price per EMS					
Annual maintenance price per ABS					
Total Maintenance Cost					

APPENDIX F
COST PROPOSAL FORM

Page 2 of 3

Ballot Printing Costs, (price per ballot):

2004

Volume	100	500	1000	5000	10000	25000	50000	100000	500000
State General Election Ballot									
State Primary Election Ballot									
Local General Election									
Local Primary Election									

2006

Volume	100	500	1000	5000	10000	25000	50000	100000	500000
State General Election Ballot									
State Primary Election Ballot									
Local General Election									
Local Primary Election									

2008

Volume	100	500	1000	5000	10000	25000	50000	100000	500000
General Election Ballot									
Primary Election Ballot									
Local General Election									
Local Primary									

Election									
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APPENDIX F
COST PROPOSAL FORM

Page 3 of 3

Tabulator Programming Costs, (price per tabulator):

Election Year	2004	2006	2008
State General Election			
State Primary Election			
Local General Election			
Local Primary Election			

All pricing submitted shall be extended to county and local governments.

APPENDIX G

UNIT PRICE BREAKDOWN – Optical Scan Tabulators

Page 1 of 2

Item	Sub Item	Potential Quantity	Price Breakdown	Unit Price
Optical Scan Tabulators		5800		
	Initial Acquisition Cost			
	Contracting Time			
	State			
	County			
	Hardware			
	Software			
	Warranty			
	Documentation			
	Training			
	Performance Guarantee			
	Implementation Cost			
	Project Management			
	Logistics			
	Transportation			
	Receiving			
	Unpacking			
	Removal of Packaging			
	Configuration			
	Testing			
	Installation			
	Training Time & Travel			
	Other			

APPENDIX G

UNIT PRICE BREAKDOWN - EMS

Page 2 of 2

Item	Sub Item	Potential Quantity	Price Breakdown	Unit Price
EMS Software		84		
	Initial Acquisition Cost			
	Contracting Time			
	State			
	County			
	Hardware			
	Software			
	Warranty			
	Documentation			
	Training			
	Performance Guarantee			
	Implementation Cost			
	Project Management			
	Logistics			
	Transportation			
	Receiving			
	Unpacking			
	Removal of Packaging			
	Configuration			
	Testing			
	Installation			
	Training Time & Travel			
	Other			