

ELECTRONIC VOTING SYSTEMS - PURCHASE

03/2005 THRU 12/2006

578-N1

For Further information contact Penny Farias, Purchaser P
at (512) 463-9924 or e-mail at Purchaser.P@tbpc.state.tx.us

NOTE: The products listed are for the use by eligible State of Texas
entities ONLY and are not for personal purchase or purchase by commercial entities.

ELECTRONIC VOTING SYSTEMS - PURCHASE

GENERAL CONTRACT INFORMATION

Section 1

- 1.1 DESCRIPTION: 578-N1 Electronic Voting Systems - Purchase
- 1.2 TYPE OF CONTRACT: Non-Automated Discount from List, Multiple Award.
- 1.3 TERM OF CONTRACT: The term of this contract is from March 4, 2005 through December 31, 2006.
- 1.4 DELIVERY: To be delivered and installed 60 days after receipt of order (ARO) unless a different time frame is agreed to in writing by qualified ordering entity. After September 1, 2005, delivery and installation to be within 30 days ARO unless a different time frame is agreed to in writing by qualified ordering entity. See Section 2.18 and 2.19.
- 1.5 MINIMUM ORDER: No minimum.
- 1.6 SPOT PURCHASE OPTION: None.
- 1.7 ZONE: This contract is a statewide contract.
- 1.8 SHIPPING INFORMATION: All systems and components are to be shipped F.O.B. destination with freight prepaid by vendor.
- 1.9 WARRANTY: See Section 2.15.
- 1.10 CASH DISCOUNT: Cash discounts will be 1% of 7 days. Cash discounts will be taken as earned by the qualified ordering entity.
- 1.11 EDUCATIONAL DISCOUNT: None.
- 1.12 QUANTITY OR LARGE ORDER DISCOUNT: Applicable discounts are identified in Section 3, "DISCOUNT FOR LARGE VOLUME PURCHASES".
- 1.13 PRICE CHANGES: See Section 2.22.
- 1.14 RECYCLED PRODUCTS: Efforts have been made to identify any product meeting the criteria definitions of recycled. If you have questions regarding recycled products, please contact the Recycling Coordinator at (512)463-3034.
- 1.15 FUNDING OUT: All blanket purchase orders (an order calling for multiple deliveries over a specified period of time) are contingent upon the continued availability of appropriations.
- 1.16 POINT OF CONTACT: Vendor contacts are listed at the end of the contract.
- 1.17 HUB VENDORS: HUB vendors are identified in the Contract Vendor List as "HUB".
- 1.18 INTERPRETATION: Questions concerning the terms and conditions and technical specifications shall be directed to:

Penny Farias, CTPM
Purchaser P
Texas Building and Procurement Commission
(512) 463-9924
FAX (512) 463-3503
E-mail: penny.farias@tbpc.state.tx.us
- 1.19 PURCHASE ORDERS: Only contract purchase orders issued by the TBPC or orders issued through a TBPC contract are eligible for contract pricing.
- 1.20 COMMODITY CODE CONVERSION: In order to facilitate with the TBPCs conversion to the NIGP commodity codes, the commodity code numbers for the items on the contract resulting from this IFB may change prior to

award or at some point during the term of the contract. The specification, price, and other terms of the contract will remain the same.

SECTION 2 - SPECIFIC CONTRACT REQUIREMENTS

2.1 PURPOSE:

The purpose of this contract is to provide Direct Recording Electronic Voting Systems (DRES) to the State of Texas and local political subdivisions. These systems shall comply with Title III of the Help America Vote Act. Only those systems certified by the Texas Secretary of State and listed on the Approved Products List (APL) will be considered.

See Attachment A for list of certified systems.

2.2 DEFINITIONS:

See Attachment B for definitions that apply to this Contract.

2.3 CONTRACTOR RESPONSIBILITIES:

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

2.4 MANDATORY REPORTING:

The vendor shall provide the TBPC quarterly usage reports indicating contract activity by agency Purchase Order. Contract activity includes a breakdown by agency name, agency code, purchase order number, commodity code, quantity, description of item, dollar amount by PO and total dollar amount for quarter. Reports will be due by the following schedule:

Quarter	Months Included	Deadline	Check Quarter
First	(March, April, May)	June 5th	[]
Second	(June, July, August)	September 5th	[]
Third	(September, October, December)	January 5th	[]
Fourth	(January, February)	March 5th	[]

The file may be electronically e-mailed to penny.farias@tbpc.state.tx.us. This report may be done in Excel format, or another format accepted by TBPC.

2.5 NEWS RELEASES:

NOTE OF CLARIFICATION: The counties may send out a new release along with their chosen vendor as long as it doesn't mention the state contract.

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 this contract are to be released without prior written approval of the State and then only to persons designated.

2.6 RIGHTS OF OWNERSHIP:

NOTE OF CLARIFICATION: If needed, a county may sign a software license, but should not have to sign any additional contracts. The contract is between the State and the vendor.

In the event that the Contractor shall, for any reason, cease to conduct business, or cease to support the Software, the State or local political subdivision shall have the right to convert these licenses into perpetual licenses.

Equipment: All equipment shall be titled in the name of the purchasing entity, State or local political subdivision, unless leased.

Notwithstanding any provision of this Contract(s) to the contrary, any pre-existing 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 local political subdivisions shall have no interest in or claim to such pre-existing work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State or local political subdivisions 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(s) 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(s) acquire and apply such information without disclosure of any confidential or proprietary information of the State or local political subdivisions, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

2.7 CONFIDENTIALITY OF DATA AND INFORMATION:

NOTE OF CLARIFICATION: All information in the possession of a governmental body is subject to Texas Government Code, Chapter 552, the Public Information Act ("the Act"), including "third party" information. You may clearly mark your information as "Confidential" or "Proprietary." In the event that we receive a request for third party information, we will follow the dictates of the Act. A copy of the current Act may be found at <http://www.oag.state.tx.us/opinopen/openlaws.shtml>

A vendor will be notified of a third party request in accordance with Texas Government Code, Chapter 552.301 and Chapter 552.305, the Public Information Act ("the Act").

1. All financial, statistical, personnel, technical and other data and information relating to the States or local political subdivisions operation which are designated confidential 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 States or local political subdivisions 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 Contractors data and information are deemed by the State or local political subdivision to be adequate for the protection of confidential information, such methods and procedures may be used, with the written consent of the State or local political subdivision, 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.

2.8 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.

2.9 ASSIGNMENT:

NOTE OF CLARIFICATION: When notified by vendor of sale, transfer, or assignment, the States consent will not be unreasonably withheld or conditioned, nor unduly delayed.

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 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 State of Texas.

2.10 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 State of Texas has given written consent to the delegation.

2.11 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.

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

2.12 SEVERABILITY:

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

2.13 RELATIONSHIP OF THE PARTIES:

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

2.14 DELIVERABLES:

A hard copy users manual shall be delivered during equipment installation and acceptance; one copy per component. One hard copy and one electronic copy of each user manual shall be sent to the election official of the county/political subdivision responsible for conducting elections (e.g. county clerk, election administrator).

The vendor shall provide extensive training programs on all phases of the voting system(s). The training shall provide State, county, and local election personnel with sufficient training in order to operate the DRE system without continuous support by the Contractor. Awarded vendors shall provide a maximum of five (5) training classes per program (e.g. voting unit, election management system, ballot creation and layout software) per ordering entity for initial contract period and each renewal period exercised. Dates for training sessions will be mutually agreed upon qualified ordering entity and vendor.

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

- 1) Training on the use of the ballot creation and layout software, if applicable.
- 2) Programming of tabulators.
- 3) Preparation of tabulators including set up and pre-election testing.

- 4) Election day and early voting operations from the opening to the closing of the polls.
- 5) Printing of zero counts before the polls open
- 6) Processing of voters, early voting ballots, and provisional ballots.
- 7) Use of central counting station functions.
- 8) Troubleshooting to solve temporary problems.
- 9) Hot points for system errors.
- 10) Safeguards to prevent and detect tampering.
- 11) Tabulation of results.
- 12) Electronic transmission of election results.
- 13) Printing, designing and reformatting election reports.
- 14) Methods of ensuring the accuracy of precinct results.
- 15) Use of battery backup feature(s).
- 16) Taking a malfunctioning piece of equipment out of service.
- 17) Full understanding of the audit procedures.
- 18) Conducting a recount.
- 19) Records preservation.
- 20) How and when to place service calls.

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

2.15 WARRANTY AND MAINTENANCE:

NOTE OF CLARIFICATION: When the entity promptly notifies vendor of any failure of performance or defect, such warranty provides that the vendor will repair or replace any component of our proprietary equipment or software which, while under normal use and service, (a) fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship. The vendor warrants that their proprietary equipment and software will operate in conjunction with all third party equipment and software that meets the vendors specifications, provided elsewhere in this Proposal.

The vendor shall provide the following warranty for a minimum of one year from date of system acceptance by the ordering entity:

1. Warranty including all parts, labor, hardware, and any travel related expenses.
2. All hardware and software patches to repair defects in the system, at no charge to the using entity.
3. All software modifications necessary to comply with then current federal or state voting system laws. All modifications must be certified by the SOS before installation occurs.
4. A hard copy users manual shall be delivered during equipment installation and acceptance; one copy per component. One hard copy and one electronic copy of each user manual shall be sent to the election official of the county/political subdivision responsible for conducting elections (e.g. county clerk, election administrator).
5. One complete set of user and technical documentation for all hardware and components required to operate each system in both a printed format and an electronic format.
6. Well-trained support personnel for all activities that are the Vendors responsibility.
7. Repair or replacement of malfunctioning equipment in the polling place and central counting station.
8. Replacement of equipment that cannot be repaired within four hours following arrival at the polling location at which the equipment is used shall be replaced.

Response to service calls during "election periods": An election period begins 30 days prior to any election day and continues through the 30th day after an election day. Service shall be available Monday through Saturday, 7am to 7pm. Telephone responses to service calls on any election day and during an early voting period shall not exceed 2 hours. On-site response shall not exceed 2 hours in urban areas and 4 hours in rural or remote areas.

Regular Service calls: Service calls required other than during an "election period". Response shall not exceed 4 hours in urban areas and 8 hours in rural or remote areas. Service shall be available Monday through Friday, 8am to 5pm, local time. Telephone responses to service calls shall not exceed 4 hours. On-site response shall not exceed 4 hours in urban areas and 8 hours in rural or remote areas.

All service technicians shall:

- a. Be well trained and experienced in the maintenance and repair of direct recording electronic voting systems, 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 and during the early voting period, to replace voting equipment that cannot be repaired within four hours following arrival at the polling location at which the equipment is used.
- e. Maintain, on election day and during the early voting period, 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 and during the early voting period, so that they may be dispatched to polling locations that are experiencing system malfunctions.

2.16 POST WARRANTY MAINTENANCE:

NOTE OF CLARIFICATION: The post warranty maintenance includes both remedial and preventive maintenance services, including all labor and parts (except consumables such as printer ribbons, paper rolls, batteries, removable memory packs, cancellation stamps, ink pads or red stripe pens). An agreement containing post warranty requirements may need to be signed.

If purchased by the ordering entity, the initial period begins the day following the expiration of the warranty period and is provided under the same terms and conditions of the initial warranty. Vendor to quote annual maintenance cost for all system components and software.

Automatic renewals of any maintenance coverage are not acceptable.

2.17 MODIFICATION REQUIREMENTS:

NOTE OF CLARIFICATION FOR SECTIONS 2.17 AND 2.20:

During the contract period, if changes occur in federal or state voting systems standards and they require modifications to hardware, software or components, such changes will be accepted through procedures outlined in Section 2.20. If the modification requires an additional cost, local political subdivisions with installed systems or systems sold during the term of the contract may be charged the difference between the original contract purchase price and the amended contract price, or only the cost of the specific modification. Such changes will be accepted through procedures outlined in Section 2.20. However, the Contractor shall make minor or routine system and software modifications at no additional charge per Section 2.17.

The Contractor shall perform the following at no additional cost:

1. Make system modifications as deemed necessary by contractor, state, county, or local election official, or any modification due to new requirements or standards mandated by Federal or State laws.
2. Any unit or system modifications (regardless of the basis for the modification) must be certified by the SOS before release.
3. Obtain re-certification from SOS in time to comply with applicable State and Federal administration and election timelines.
4. Apply Contractor-opted modifications to all previously-installed systems at no cost to the State or local political subdivision when a system is covered by an existing maintenance agreement.
5. Contractor shall notify entities if 3rd Party software upgrades are required. The purchase of any upgrades of 3rd Party software will be a responsibility of the state or local political subdivision.

2.18 DELIVERY REQUIREMENTS:

The Contractor(s) shall deliver system equipment, hardware, software, and necessary components and perform required services.

The deliverables shall be shipped F.O.B. Destination, freight prepaid and allowed, directly to each entity, unless otherwise requested, and the exact locations shall be specified in the purchase order.

2.19 DELIVERY AND INSTALLATION (F.O.B. DESTINATION):

NOTE OF CLARIFICATION: If, during the term of the Agreement, the vendor enters into a contract with any other customer substantially the same quantity, equipment, software and services, terms and conditions for a lower cost, the vendor will offer the same decrease in rated to the State.

1. Qualified Entity Receiving Dock Only: On non-installed orders the vendor shall take action to cause the items to be delivered to the qualified entity's receiving dock. The delivering carrier shall unload the components and place it on the receiving dock. The qualified entity is responsible for all additional movement to qualified entity storage location or to the qualified entity location.
2. Inside Delivery: Non-Installed Equipment: "Inside delivery" connotes delivery of the packaged components to a specified room on a particular floor of a qualified entity building. The vendor will take action to cause the freight carrier to deliver the packaged components to this specified "inside delivery" location. The carrier will not unpack the furniture nor accomplish installation.
3. Inside Delivery and Installed Equipment Order: On installed orders in place, ready for use, the vendor shall be responsible for delivery, any required interim short term storage, receipt and unloading, unpacking, inspection, assembly, installation of the item(s) as designated by the qualified entity, cleaning and adjustment, as well as the prompt removal and disposal of all debris which is a result of the delivery. The vendor shall be responsible for the removal of any boxes or packing materials from the delivery site.
4. Elevators: Elevator(s) must be made available if the building is more than one story. If no elevator is available, delivery will be made to the ground floor.

2.20 ADDING NEW EQUIPMENT BY AWARDED VENDORS:

Following the contract award, newly introduced equipment, after being certified by the Texas SOS, may be added three times annually to the contract. All additions must meet the specifications of the original bid. Vendor must submit, in writing, equipment additions a minimum of 30 working days prior to the effective dates. Vendor must include a copy of the manufacturer's current printed price list, full description and pricing to include purchase and maintenance pricing in the same format as the original bid. Any new components submitted for addition to the contract must be accompanied by the appropriate SOS certification. The final decision to add equipment will be at the sole option of TBPC. There will be no exceptions to the certification dates established annually by the Texas SOS. The pricing for the new items must be based upon the same percentage of discount (or add-on) to the list price as the items originally awarded.

2.21 ADDING NEW VENDORS AND THEIR EQUIPMENT:

TBPC will complete a supplemental contract three times annually on newly introduced equipment, after being certified by the Texas SOS. Certification examinations will be scheduled by the Secretary of State three times a year during the months of January, May, and August, unless extenuating circumstances provide otherwise. New vendors must include with their bid the manufacturers current printed price list, full descriptive literature and the SOS certification.

2.22 PRICE INCREASES, CHANGES & DECREASES:

PRICE INCREASES:

Prices may be increased once a quarter using two different options. One or both options may be used with the approval of the state. Any allowable changes to the contract must be approved by TBPC prior to contract extension.

PRICE CHANGES:

Prices are to remain firm during the initial 90 days of the contract. After that date, if there has been an industry-wide increase, vendors may request an increase in the same amount as the cost increase to the distributor. Price increases may be requested only once every quarter. Notice of price increases must be fully documented and submitted 30 days before the date of the effective change. Documentation must be a new dated price or cost list which is the same type as the one submitted with the bid. Increases shall not affect any orders issued prior to the

effective date of the increase.

Prices may be escalated annually during the second, third, fourth and fifth year of this contract. Annual increases will be calculated at the time of extensions by multiplying the original bid price by the escalation percentage shown for the specific year. When this maximum escalation point has been reached, the vendor will then be required to sell the item at this price for the balance of the contract. The maximum percentage escalation shall not exceed 16% for the life of the contract. There will be no exceptions to this maximum. Following are the annual percentages for the awarded vendor(s) for the second through fifth years of the contract.

34615 - DIEBOLD ELECTION SYSTEMS, INC.

2nd Year Escalation	CPI
3rd Year Escalation	CPI
4th Year Escalation	CPI
5th Year Escalation	CPI

38998 HART INTERCIVIC, INC.

2nd Year Escalation	5%
3rd Year Escalation	N/A
4th Year Escalation	N/A
5th Year Escalation	N/A

57840 - UNILECT CORPORATION

2nd Year Escalation	3%
3rd Year Escalation	3%
4th Year Escalation	3%
5th Year Escalation	3%

71626 - ELECTION SYSTEMS & SOFTWARE INC.

2nd Year Escalation	N/A
3rd Year Escalation	N/A
4th Year Escalation	N/A
5th Year Escalation	N/A

If the bid prices are affected by statute, regulation, administrative or judicial order only, vendor may not include additional costs in billings to the end user. Vendor must first provide written justification for the increase to the Texas Building and Procurement Commission (TBPC). The TBPC will make a determination of the applicability of the increase to the contract.

PRICE DECREASES:

Price decreases will be accepted at any time. In the event a vendor offers or provides a decrease in rates to its customers for the same services provided for the state of Texas pursuant to its contract, the vendor shall provide the same decrease in rates for the state of Texas.

2.23 ELECTRONIC CATALOGS:

If a vendor has an electronic catalog and the catalog has items that are not on the state contract, the qualified ordering entity will have to use their delegated purchasing procedures to purchase those items.

2.24 ORDERING PROCEDURES FOR ELECTRONIC VOTING MACHINES:

The non-automated term contract requires manual processing by the qualified ordering entity, usually because of the more specialized nature of the contract purchase or the contract terms.

You may use either TBPC's Non-Automated Contract Purchase Order Form or your entities own Purchase Order form. If the ordering entity uses their own purchase order form, the purchase order must contain a heading that includes "NON-AUTOMATED CONTRACT PURCHASE ORDER" and all required data elements. The required elements are located on a copy of the TBPC Non-Automated Contract Purchase Order located at:

www.tbpc.state.tx.us/stpurch/forms/noncontract-req.doc

and for Co-Op Members the form is located at:

www.tbpc.state.tx.us/stpurch/forms/coop-nonreq.doc

Qualified ordering entities process non-automated purchase orders directly to the vendor by mail or fax. A copy of the purchase order must be mailed or faxed to the TBPC Procurement Services Division to update purchase history files. Also, a copy of the purchase order must be faxed or mailed to the Texas Secretary of State's Office. Please mail or fax the purchase order to:

Voting System Contract Verification
Elections Division
Texas Secretary of State
P.O. Box 12060
Austin, Texas 78711-2060
Fax #512-475-2811

The five (5) digit vendor number must also be included. You may also contact the awarded vendor(s) if you do not have their current catalog and/or price lists as detailed in the Non-Automated Term Contract Information pages or Internet access. You can print the Non-Automated Purchase Order Form off TBPCs website at:

www.tbpc.state.tx.us/execut/forms.html

State agencies that use this contract should code their documents as a Document Type 2, C.

NOTE: CLARIFICATION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS:

THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND BE FOUND AT THE FOLLOWING WEBSITE:

www.tbpc.state.tx.us/stpurch/geninst.html

III. GENERAL PROVISIONS

C. Inspections and Tests

The State will consider the vendors previously developed acceptance criteria for the purposes of objectively determining whether or not the system components meet minimum acceptance criteria as well as any other method deemed appropriate by the State.

X. CANCELLATION

Should cancellation of the contract become necessary, the State will compensate the vendor for equipment received and services performed prior to the cancellation.

XI. OTHER PROVISIONS

H. Indemnification Clause

Our indemnification clause is mandated by statute. The state cannot accept any exceptions to this clause.

ATTACHMENT A

578-N1 ELECTRONIC VOTING SYSTEMS PURCHASE
TEXAS VOTING SYSTEMS CERTIFICATIONS

DIEBOLD ELECTION SYSTEMS, INC.

Diebold, Accu-Vote TS R6 (DRE) v. 4.3.15D
Diebold, Accu-Vote OS v. 1.96.4
Diebold, Vote Card Encoder v. 1.3.2
Diebold, Key Card Tool Utility v. 1.0.1
Diebold, Global Election Management System (GEMS) v. 1.18.19

HART INTERCIVIC, INC.

Hart, eSate DRE v. 2.0.13
Hart, Ballot Original Software System (BOSS) v. 3.4.0
Hart, Tally System (Tally) v. 3.2.0
Hart, Rally System (Rally) 1.2.0
Hart, Judges Booth Controller (JBC) v. 2.2.1

UNILECT CORPORATION

Patriot Touch Screen Voter Unit DRE (TSVU)
Precinct Control Unit (PCU)
Intellect Voting System (IEVS)
Control Station PC (CS)
Absentee Card Reader
Early Voting Control Unit
UniLect, Freedom ADA Voter Attachment

ELECTION SYSTEMS & SOFTWARE INC.

ES&S, iVotronic DRE v. 8.0.0.0 (accessible)
ES&S, Votronic DRE v. 5.1.9 (non-accessible)
ES&S, Unity Election System (Unity) v. 2.4.2
ES&S, Optech IV C, Model 200 v. 1.06a
ES&S, Optech IV C, Model 400 v. 1.06a
ES&S, Ballot Scanner 150/550 v. 2.0.10
ES&S, Ballot Scanner 650 v. 1.2.0.0

ATTACHMENT B

578-N1 DEFINITION OF TERMS

TERMS	DEFINITIONS
Contract	A binding agreement entered into by the state of Texas resulting from a submitted bid; see also "blanket purchase order."
Contractor	The successful bidder who is awarded a contract.
County	County and the cities and townships within the county.
DRE	Direct Recording Electronic Voting System which prints voters choice directly on the system.
Expiration Date	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 Date	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.
IFB	Invitation for Bid A generic form used by TBPC to solicit bids for services or commodities. The IFB serves as the document for transmitting the bid solicitation to interested potential Bidders.
Local Political Subdivision	County, city, school district, or any other governmental community which conducts elections and permits voters to cast a vote choice directly on a machine.
SOS	Texas Secretary of State
State	The State of Texas for purposes of indemnification, State means the State of Texas, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
Successful Bidder	The bidder awarded a Contract as a result of a solicitation.
TBPC	Texas Building and Procurement Commission

SECTION 3 - PRICING

34615 - DIEBOLD ELECTION SYSTEMS, INC.

Listed below are the prices of the listed Certified Voting Units (i.e. ballot definition, accumulation software, accumulation hardware, voting devices, printer, accessible voting device, and any other essential voting system components). Only those system components certified by SOS are acceptable. Consumables do not have to be SOS certified. Purchase consumables through your procurement regulations.

	BRAND NAME, MODEL NO.	PURCHASE PRICE (1 Unit)
01	Diebold, Accu-Vote TS R6 (DRE) v. 4.3.15D	\$ 3,195.00*
02	Diebold, Accu-Vote OS v. 1.96.4	\$ 6,400.00*
03	Diebold, Vote Card Encoder v. 1.3.2	\$ 395.00
04	Diebold, Key Card Tool Utility v. 1.0.1	\$10,000.00
05	Diebold, Global Election Management System (GEMS) v. 1.18.19	\$SEE GEMS PRICING ATTACHMENT
06	Diebold, AccuVote-TS VIBS Kit 312-3121	\$ 320.00
07	Voter Cards v. 642-1123 VCG	\$ 3.50
08	Supervisor Cards v. 642-1123 SCG	\$ 4.00
09	Training (voting unit training only) (For GEMS training see GEMS Pricing Attachment)	\$ 5,000.00
10	Acceptance Testing (Required for all hardware purchases)	\$ 3,500.00**

* Does NOT include services.

** Up to 200 units (either OS or TS); add \$30 per unit above the 200 units.

List, Less 0% Discount

Price List #: N/A

Date: April, 2005

QTY Breakdown	50	Less 1%
QTY Breakdown	100	Less 3%
QTY Breakdown	500	Less 5%
QTY Breakdown	1,000	Less 7%

TRAINING - HOURLY PRICE FOR TRAINING \$145.00/HR

DELIVERY AND INSTALLATION: When requested, vendor must provide inside delivery and installation.

1. Additional charge, if any, for Inside Delivery: N/A % added to total order.
2. Additional charge, if any, for Inside Delivery & Installed: N/A % added to total order.

WARRANTY FOR CERTIFIED VOTING UNITS, COMPONENTS AND SOFTWARE:

Brand Name	Model No.	1st Year Warranty	2nd Year Warranty	3rd Year Warranty
1. AccuVote-TS	R6	Incl./100	\$ 95/5	\$ 95/5
2. AccuVote-OS	OS	Incl./ 25	\$ 150/5	\$ 150/5
3. Encoder		Incl.		
4. Card Tool		Incl.	\$1,800	\$1,800
5. GEMS		SEE GEMS PRICING ATTACHMENT		

NOTE: The 1st year warranty pricing above includes a license application fee of \$100 for the AccuVote-TS and a \$25.00 license application fee for the AccuVote-OS.

2nd and 3rd year warranty pricing includes an extended warranty cost for the hardware and a software license fee for the firmware as noted above.

Additional Services Pricing has also been included.

GEMS PRICING ATTACHMENT AND SERVICE BUREAU FEES

THE ACCUVOTE-TSX SYSTEM BROCHURE

THE ACCUVOTE-TS SYSTEM BROCHURE

THE ACCUVOTE-OS OPTICAL SCAN SYSTEM BROCHURE

578-34 Election and Voter Equipment and Supplies, Electronic

38998 - HART INTERCIVIC, INC.

Listed below are the prices of the listed Certified Voting Units (i.e. ballot definition, accumulation software, accumulation hardware, voting devices, printer, accessible voting device, and any other essential voting system components). Only those system components certified by SOS are acceptable. Consumables do not have to be SOS certified. Purchase consumables through your procurement regulations.

BRAND NAME, MODEL NO.	PURCHASE PRICE (1 Unit)
01 Hart, eSlate DRE v. 2.0.13	\$ 2,500.00
02 Hart, Ballot Original Software System (BOSS) v. 3.4.0	\$50,000.00
03 Hart, Tally System (Tally) v. 3.2.0	\$15,100.00
04 Hart, Judges Booth Controller (JBC) v. 2.2.1	\$ 2,500.00
05 Hart, Ballot Now printing system (Ballot Now) v. 2.3.0	\$60,000.00
05 Hart, eSlate DRE with Disabled Access Unit V. 2.0.13	\$ 3,000.00
07 JBC Paper, per roll	\$ 1.75
08 MBB or DAU Card, 128 MG	\$ 59.25
09 MBB or DAU Card, 256 MG	\$ 78.50
10 MBB or DAU Card, 512 MG	\$ 185.00

List, Less 0% Discount
Catalog # ASV VID 1-95-324-8916-800 Date February 21, 2005

QUANTITY BREAKDOWNS/DISCOUNT FOR LARGE VOLUME PURCHASES

(DOES NOT APPLY)

ATTACHMENT A: ADDITIONAL PRICING INFORMATION

TRAINING* - HOURLY PRICE FOR TRAINING \$187.50/HR

DELIVERY AND INSTALLATION: When requested, vendor must provide inside delivery and installation.

1. Additional charge, if any, for Inside Delivery: INCLUDED
2. Additional charge, if any, for Inside Delivery & Installed: INSTALLATION CHARGES WILL VARY BASED ON SOLUTION CONFIGURATION. PLEASE REFER TO SERVICES PRICING BELOW.

WARRANTY FOR CERTIFIED VOTING UNTIS, COMPONENTS AND SOFTWARE:

Please refer to Attachment C: Hart eSlate Agreement for Warranty and Support information. Also see link to TBPC's General Instructions, Terms and Conditions. Hart's eSlate Standard Agreement may be signed by the county. If Hart's terms and conditions are in conflict with TBPC's terms and conditions, TBPC's terms and conditions prevail.

TBPC's GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

ATTACHMENT C: eSLATE STANDARD AGREEMENT

*ADDITIONAL SERVICES AVAILABLE

- | | |
|--|-------------|
| 1. Project Management/Professional Services | \$187.50/HR |
| 2. Voter Education and Outreach | \$175.00/HR |
| 3. On-Site Election Day Support | \$250.00/HR |
| 4. Ballot Programming | PER QUOTE |
| (If a county elects to use Hart's programming services, purchase of BOSS is not required.) | |

All Services require minimum 12 hour charge.

ATTACHMENT B: eSLATE SOLUTION DESCRIPTION
ARCHITECTURE OF eSLATE SYSTEM
ACCESSIBLE OF eSLATE SYSTEM

578-34 Election and Voter Equipment and Supplies, Electronic

57840 - UNILECT

Listed below are the prices of the listed Certified Voting Units (i.e. ballot definition, accumulation software, accumulation hardware, voting devices, printer, accessible voting device, and any other essential voting system components). Only those system components certified by SOS are acceptable. Consumables do not have to be SOS certified. Purchase consumables through your procurement regulations.

	BRAND NAME, MODEL NO.	PURCHASE PRICE (1 Unit)
01	UniLect, Patriot Touch Screen Voter Unit DRE (TSVU) v.2.52	\$ 2,600.00
02	UniLect, Precinct Control Unit (PCU) v.2.52	\$ 3,000.00
03	UniLect, Intellect Voting System (IEVS)	\$ Varies by size of County*
04	UniLect, Control Station PC (CS) (Central County System)	\$ INCL in IEVS
05	UniLect, Absentee Card Reader (1000cpm)	\$14,000.00
06	UniLect, Early Voting Control Unit	\$ 6,000.00
07	UniLect, InfoPack	\$ 400.00
08	UniLect, PATRIOT CurbSide/Freedom Touch-Screen Voter Unit DRE (CTSVU) v.2.52	\$ 3,000.00
09	UniLect, Freedom ADA Voter Attachment	\$ 500.00
10	UniLect, Voting Booth	\$ 275.00

*NOTE: ADD AS A SEPARATE LINE ITEM ON INVOICE

List, Less 4% Discount = Texas List
Price List #010105
Date January 1, 2005

DISCOUNT FOR LARGE VOLUME PURCHASES: SEE LINKS BELOW FOR THE BREAKDOWN OF
COMPANY VOLUME DISCOUNTS BY QUANTITY OF UNITS PURCHASED

[Discount For Large Volume Purchases, Page 1](#)

[Discount For Large Volume Purchases, Page 2](#)

[Discount For Large Volume Purchases, Page 3](#)

NOTE: Within any 45-day period, all UniLect ordering counties within 100 miles of the largest ordering county (county seats) will be combined for more favorable lower pricing.

TRAINING AFTER FIRST YEAR - \$200.00/HR or \$800.00/Day plus expenses.

DELIVERY AND INSTALLATION: When requested, vendor must provide inside delivery and installation.

1. Additional charge, if any, for Inside Delivery: 1% added to total order (MAXIMUM).
2. Additional charge, if any, for Inside Delivery & Installed: 1% added to total order (MAXIMUM). (NO CHARGE FOR INSTALLATION).

DELIVERY AND INSTALLATION (F.O.B. DESTINATION):

UniLects standard policy is FOB destination with the carrier delivering to a receiving dock or a ground level area. UniLect personnel will open boxes with the help of County personnel, if available (training included), and test all equipment for county acceptance. If "inside delivery" is required an additional 1% may be added to the total order.

WARRANTY FOR CERTIFIED VOTING UNITS, COMPONENTS AND SOFTWARE:

1ST YEAR WARRANTY: ALL UNILECT HARDWARE AND SOFTWARE
2ND YEAR WARRANTY: SEE LINK BELOW
3RD YEAR WARRANTY: SEE LINK BELOW

[Additional Pricing - Warranty \(After 1st Year\)](#)

FOR INFORMATION ON TRAINING, WARRANTY, MAINTENANCE, FEATURES AND BENEFITS, AND INFORMATION ON THE PATRIOT SYSTEM, SEE THE LINKS BELOW:

[Training, Warranty and Maintenance](#)

[PATRIOT Voting System](#)

[PATRIOT Voting System with Pictures and FAQs](#)

[Features and Benefits](#)

578-34 Election and Voter Equipment and Supplies, Electronic

71626 - ELECTION SYSTEMS & SOFTWARE INC.

Listed below are the prices of the listed Certified Voting Units (i.e. ballot definition, accumulation software, accumulation hardware, voting devices, printer, accessible voting device, and any other essential voting system components). Only those system components certified by SOS are acceptable. Consumables do not have to be SOS certified. Purchase consumables through your procurement regulations.

BRAND NAME, MODEL NO.	PURCHASE PRICE (1 Unit)
01 ES&S, Optech IV C, Model 200 v. 1.06a	(No longer produced/Manufactured)
02 ES&S, Optech IV C, Model 400 v. 1.06a	(No longer produced/Manufactured)
03 ES&S, Ballot Scanner 150/550 v. 2.0.10	(No longer produced/Manufactured)
01 ES&S, MODEL 100 v.5.0 (Includes Scanner, Ballot Box with Diverter, Start-up Kit, and PCMCIA Card) Model #76102B	\$ 4,750.00
02 Internal Model (Landline), Model #75106	\$ 200.00
03 Softsided Transfer/Carrying Case, Model #90282	\$ 70.00
04 Security Lids, Model #75239	\$ 57.00
05 PCMCIA Card, Model #31000-00	\$ 90.00
06 IDA Box, Model #30830-00	\$ 850.00
07 Omni Drive	\$ 600.00
01 ES&S, MODEL 650 v. 1.2.0.0 (Includes Scanner Table, start-up Kit, and Dust Cover), Model #50650	\$64,500.00
02 Ballot Boxes, Model #PS-BB1	\$ 128.00

03 Ballot Joggers, Model #PS-JOGG	\$ 500.00
04 Secrecy Sleeves (Cardboard), Model #PS-CBS	\$ 3.00
UNITY SOFTWARE v. 2.4.2, v.2.4.3	
01 Unity AutoMARK Information Management Software (AIMS), Model #UNITY-AIMS	\$ 2,500.00
02 Unity Election Reporting Manager (ERM), Model #UNITY-ERM	\$ 8,000.00
03 Unity Election Data Manager (EDM), Model #UNITY-EDM	\$12,500.00
04 Unity Ballot On Demand with Required Printer (BOD), Model #UNITY-BOD	\$ 9,280.00
iVOTRONIC v.8.0.0.0, v.8.0.1.0 Votronic v.5.1.9	
01 Voter Terminal (includes Booth, PEB, 128mb Flashcard), Model #90998-BL	\$ 2,500.00
02 ADA Voter Terminal (includes Booth, PEB, 128mb Flashcard and Headphones), Model #91052-BL	\$ 2,995.00
03 Supervisor Terminal (includes PEB, Power Supply and Power Cord), Model #91057-B	\$ 2,200.00
04 Communication Pack (modem w/thermal printer), Model #91119	\$ 995.00
05 Printer Pack (thermal printer Only), Model #8000	\$ 650.00
06 Flashcard (128 mb), Model #90128	\$ 70.00
07 Supervisor PEB, Model #91747	\$ 75.00
08 Voter PEB, Model #91748	\$ 75.00
09 PEB Reader, Model #99987	\$ 350.00
10 Soft-sided Carrying Bags, Model #91623	\$ 105.00

(Note: Prices for each individual component are either at, or below ES&S list price. See also comments below regarding trade-in allowances and volume discounts.)

TRADE-IN ALLOWANCES AND VOLUME DISCOUNTS MAY BE AVAILABLE ON EQUIPMENT PURCHASES. PLEASE CONTACT YOUR ES&S REPRESENTATIVE.

SERVICES:

Implementation Services Rate Per Day (Includes Expenses)	\$ 1,300.00
- Training	
- Election Day Support (1st Election Use)	
- Project Management	
- Does not include Ballots, Ballot Layout, or Coding Services	
Web-Ex Training (Rate Per Course)	\$ 450.00
Election Management Training Conference (Rate Per Person, Per Day)	\$ 350.00

POST WARRANTY MAINTENANCE AND SUPPORT
EXTENDED WARRANTY PROGRAM (See Pricing Note 2):

Hardware Model 100	\$ 100.00
Hardware iVotronic	\$ 55.00
Firmware Model 100	\$ 30.00
Firmware iVotronic	\$ 30.00

INSTALLATION (1-49 UNITS)

Installation Model 100	\$ 90.00
Installation Model 650	\$ 750.00
Installation iVotronic	\$ 85.00

INSTALLATION (50 OR MORE UNITS)

Installation Model 100	\$ 70.00
Installation Model 650	\$ 750.00

COMPLETE PREVENTATIVE MAINTENANCE PROGRAM (See Pricing Note 3):

Hardware Model 100	\$ 195.00
Hardware Model 650	\$ 2,600.00
Hardware iVotronic	\$ 95.00
Firmware Model 100	\$ 30.00
Firmware Model 650	\$ 295.00
Firmware iVotronic	\$ 30.00

Software Maintenance Fee - Unity \$20% of initial license fee

THIRD PARTY PRODUCTS

Results Accumulation Network QUOTE

PRICING NOTES:

- ONE (1)-YEAR WARRANTY ON ES&S PROPRIETARY EQUIPMENT AND SOFTWARE. Such warranty provides that ES&S will repair any component of our proprietary equipment or software which, while under normal use and service, (a) fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship.
- EXTENDED WARRANTY PROGRAM: This is a "Break/Fix" program under which ES&S will repair or replace any component of our proprietary equipment or software which, while under normal use and service, fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship. The principle elements of this program are:
 - Equipment requiring repairs must be sent to a location designated by ES&S.
 - Customer is responsible for freight to and from the designated ES&S repair location.
 - Repairs as a result of negligent care of the equipment are not covered under this program.
- COMPLETE PREVENTATIVE MAINTENANCE PROGRAM:
 - ON-SITE ROUTINE MAINTENANCE SERVICES: Includes cleaning, lubrication and calibration services.
 - ON-SITE REMEDIAL MAINTENANCE SERVICES: If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the Product to Normal Working Condition as soon as practicable. The Remedial Maintenance Extended Warranty provides that ES&S will repair or replace any component of our proprietary equipment or software which, while under normal use and service, (a) fails to perform in accordance with its documentation in all material respects, or (b) is defective in material or workmanship.
- ORIGINAL AND POST WARRANTY COVERAGE: Complete details concerning Election Systems & Software warranty coverage is available upon request.

TRAINING - HOURLY PRICE FOR TRAINING \$165.00/HR
(On-site training subject to 8 hour minimum; includes all expenses, group discounts are available.)

DELIVERY AND INSTALLATION: When requested, vendor must provide inside delivery and installation.

- Additional charge, if any, for Inside Delivery: 0% added to total order (MAXIMUM).
- Additional charge, if any, for Inside Delivery & Installed: SEE PER UNIT INSTALLATION CHARGES.

PLEASE SEE CISV CATALOG AT THE FOLLOWING WEBSITE:

ES&S SUPPLY STORE

LIST OF NON-AUTOMATED VENDORS:

-
- 34615 VID 1-85-039-4190-0
Diebold Election Systems, Inc.
1611 Wilmeth Rd.
McKinney, TX 75069
Contact: Kerry Martin
PH: 972-213-6509
FAX: 972-542-6044
E-Mail: kerrym@dieboldes.com
- 38998 VID 1-95-324-8916-8
Hart Intercivic, Inc.
P.O. Box 80649
Austin, TX 78708-0649
Contact: Phillip Braithwaite
PH: 800-223-4278, 512-252-6566
FAX: 800-831-1485, 512-252-6466
E-Mail: pbraithwaite@hartic.com
- 57840 VID 1-68-017-3992-700
Unilect Corporation
7080 Donlon Way, Suite 220
Dublin, CA 94568
Contact: Jack Gerbel
PH: 925-833-8660
FAX: 925-833-8874
E-Mail: jack@unilect.com
- 71626 VID 1-47-061-7567-7
Election Systems & Software Inc.
11208 John Galt Blvd.
Omaha, NE 68137-2364
Contact: Don Blakely
PH: 888-247-8683
FAX: 402-970-1291
E-Mail: deblakely@essvote.com