

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

May 24, 2004

**NOTICE  
 OF  
 CONTRACT NO. 071B4200233  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE: Barry Herron <b>(972) 542-6000</b>	
<b>Diebold Election Systems Inc.          1611 Wilmeth Rd.          McKinney, TX 75069-8250</b>		VENDOR NUMBER/MAIL CODE <b>(2) 85-0394190 (001)</b>	
		BUYER/CA (517) 373-1455 <b>Laura Gyorkos, CPPB</b>	
Contract Compliance Inspector:			
<b>Voting Systems - DOS</b>			
CONTRACT PERIOD:		From: <b>April 26, 2004</b>	To: <b>April 26, 2007</b>
TERMS	<b>See Section II-G</b>	SHIPMENT	<b>N/A</b>
F.O.B.	<b>Delivered</b>	SHIPPED FROM	<b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>			

**The terms and conditions of this Contract are those of ITB #07114001011 this Contract Agreement and the vendor's quote dated March 23, 2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.**

**Estimated Contract Value: \$32,000,000.00**

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MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07114001011. Orders for delivery of equipment will be issued directly by the Department of State through the issuance of a Purchase Order Form.

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

**Estimated Contract Value: \$32,000,000.00**

**FOR THE VENDOR:**

**Diebold Election Systems, Inc.**  
 \_\_\_\_\_  
 Firm Name

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

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

\_\_\_\_\_  
 Date

**FOR THE STATE:**

\_\_\_\_\_  
 Signature  
**Sean Carlson, Director**  
 \_\_\_\_\_  
 Name  
**Acquisition Services**  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date



**ACQUISITION SERVICES  
STATE OF MICHIGAN**

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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**
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- E State of Michigan Bureau of Elections Standard Precinct File Layout**
- F Cost Proposal Form**
- G Unit Price Breakdown**
- H Training Matrix**
- I Project Management Matrix**
- J Election Cost Scenarios**
- K 2005 Election Administrative Support**
- L Questions and Answers – Addendum #1**
- M Vendor Clarification Questions**

**ATTACHMENTS**

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



**DEFINITION OF TERMS**

<b>TERMS</b>	<b>DEFINITIONS</b>
<b>AVM</b>	Mechanical Lever Voting Devices
<b>Contract</b>	A binding agreement entered into by the State of Michigan resulting from a bidder's proposal; see also "Blanket Purchase Order."
<b>Contractor</b>	The successful bidder who is awarded a Contract.
<b>Contractor</b>	Diebold Election Systems, Inc.
<b>County</b>	County and the cities and townships within the county.
<b>DMB</b>	Michigan Department of Management and Budget
<b>DOS</b>	Michigan Department of State
<b>Expiration</b>	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.
<b>Cancellation</b>	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
<b>Election Cycle</b>	Even numbered year primary and general elections in which the equipment is used.
<b>ITB</b>	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.
<b>Phase I</b>	(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.
<b>Phase II</b>	(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.
<b>Successful Bidder</b>	The bidder awarded a Contract as a result of a solicitation.
<b>State</b>	The State of Michigan  For Purposes of Indemnification as set forth in Section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.



**SECTION I  
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

**I-A PURPOSE**

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

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

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

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

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



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

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

DOS also anticipates the purchase of Election Management System (EMS) software by each of the eighty-three counties. Additional copies of the EMS may be provided to the larger cities and townships within the State. The quantities shown are estimates only. The State is not obligated to buy in these or any other quantities. Diebold will provide the State with 1 copy of EMS, 2 tabulators, and annual post warranty maintenance at no charge to the State. This equipment and software shall be used by the State for demonstration and training purposes only not in competition with Diebold.

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

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

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



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

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

In summary, optional costs to be paid for by counties and local jurisdictions include the following:

- a) Items listed under "Optional Items"
- b) Optional Post Warranty Maintenance
- c) Ballot Printing Costs
- d) Tabulator Programming

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

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

- Fixed Unit Priced Contract

**I-B TERM OF CONTRACT**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of a Contract by all parties. This Contract will cover the period April 26, 2004 through April 26, 2007. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

**I-C ISSUING OFFICE**

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



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

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

**I-D CONTRACT ADMINISTRATOR**

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

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

**I-E COST LIABILITY**

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



**I-F CONTRACTOR RESPONSIBILITIES**

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

**I-G NEWS RELEASES**

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

**I-H DISCLOSURE**

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

**I-I TAXES**

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



**I-J ACCOUNTING RECORDS**

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

**I-K INDEMNIFICATION**

1. General Indemnification

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

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



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

2. Patent/Copyright Infringement Indemnification

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

3. Indemnification Obligation Not Limited

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

4. Continuation of Indemnification Obligation

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

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

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



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

Name: Barry Herron  
Title: Director of Sales

**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 as provided in this Contract. All rights in software, if any, shall be governed by the Software License Agreement (Exhibit A -the “Software License”) which cannot contradict the terms of this contract.

**Software:** All copies of data, materials, documentation and other things not including software prepared or acquired by the Contractor and delivered to the State, counties or local jurisdictions shall be non-exclusively licensed to the State or county under the terms of the Software License Agreement between the parties (Exhibit A -the “Software License”).

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.

Scope of Use. Except as expressly authorized in this Software License Agreement, and the purchase order between DESI and the licensee which incorporates the terms and conditions from the master contract 071B4200233, Licensee may not use, copy, modify, transfer, reverse engineer, decompile, disassemble, translate, create derivative works based upon, or perform any other similar process on, any Software or Third Party Software. Without limiting the foregoing:

- (a) Licensee shall make no copies of such Software except, with respect to the GEMS application Software, as reasonably necessary for archival purposes.
- (b) Licensee shall not make such Software available to any third parties or use such Software to act as a service bureau on behalf of any third parties.
- (c) Licensee shall not remove or modify any copyright, trademark or other proprietary notice from such Software.



- (d) Licensee agrees to permit representatives of DESI to inspect the equipment upon which such Software resides, the location where such equipment is kept and Licensee's records regarding use of such Software. Such inspections shall occur at reasonable times during normal business hours and will not unreasonably disrupt Licensee's business.
- (e) Diebold will allow the licensee to contract with outside individuals or firms to program using the GEMS software. The outside individual contractors will exclude individuals currently employed by the other election system vendors. Outside individuals shall not be permitted to remove the EMS software from the jurisdiction's office, nor shall they be allowed to act using that jurisdiction's software as a service bureau for other jurisdictions.
- (f) Use of this software, must be consistent with the escrow provision in Section I-SS of the master contract #071B4200233.

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) necessary for the purpose of recovery of hard drive contents.

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

The EMS license fee to the State and local jurisdictions shall be no more than \$1.00 and the license shall be perpetual. The EMS license fee and maintenance will apply to county level only not to those jurisdictions designated by the State to receive EMS. There will be no "double dip" on EMS post warranty maintenance costs. The county is responsible for optional post warranty maintenance costs. The State cannot mandate the county to use EMS or pay for post warranty maintenance costs, although the county is free to separately contract with Diebold regarding mandatory post warranty maintenance. The EMS license fee set forth in the pricing appendices hereto shall be a one-time fee for counties only and shall be perpetual. If necessary, counties and locals can pay a \$1 license fee each year after the initial license is purchased. The foregoing shall not diminish the annual fees set forth in the appendices hereto payable to renew post-warranty maintenance. Should a jurisdiction elect at any time to not initially purchase or renew post-warranty maintenance, and applicable law thereafter requires a software update, to receive such update, the jurisdiction would be required to reinstate annual maintenance by paying an amount equal to the annual maintenance fee times the number of years during which maintenance was not in effect. However, as an alternative, jurisdictions could re-purchase the software if they choose to do so.

The \$900,000 is the amount the State is willing to pre-pay for two years of post warranty GEMS optional maintenance; therefore, extending the current warranty by two years. This total amount is based on a statewide total. The actual amount paid to the vendor will be a per precinct cost based on the number of precincts that choose the contractor as their vendor of choice. For example, \$900,000 for 5200



precincts calculates to \$173.00 per precinct. The contractor would be paid for the extra two years of warranty according to how many precincts choose the contractor as their vendor. The contractor will be paid annually on a county by county basis based on the number of precincts that select the contractor as their vendor. .

Contractor will allow jurisdictions to contract with outside individuals or firms to program using the GEMS application software. The outside individual contractors will exclude individuals currently employed by the other election system vendors. Jurisdictions that wish to contract with outside programmers will sign a waiver that relieves Diebold of liability to the extent caused by errors of the outside programmer but does not relieve Diebold of liability to the extent due to errors in the software. Jurisdictions will have the option of purchasing training from Diebold. Outside individuals shall not be permitted to remove the GEMS application software from the jurisdiction's office, nor shall they be allowed to use such software as a service bureau for other jurisdictions

**Equipment:** Each item of equipment shall be titled in the name of the State, county, city or township ordering such equipment under this Contract.

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

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 INSURED(S) 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 time period is defined as follows: (1) between 30 days and 15 days prior to an election, the cure period is 10 days; (2) within 15 days prior to an election, the cure period is 24 hours; and (3) at any other time, the cure period is 30 days. 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 applicable 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 products and 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, which shall in any event include full compensation for all services completed and accepted and products



delivered and accepted prior to the effective date of such termination. 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 the State's 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.
5. If the State terminates the agreement because the contractor defaults on its obligations, the contractor should have no rights regarding a fee adjustment (if any). However, if terminated through no fault on the part of the contractor, whatever the equitable adjustment may be, it will at least compensate the contractor for products and services accepted before such termination. The State will only compensate for prior approved products and services actually performed.

**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 which will not be unreasonably withheld, State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

**I-Z DELEGATION**

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

**I-AA NON-DISCRIMINATION CLAUSE**

In the performance of any Contract or purchase order resulting herefrom, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required



pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**I-BB WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable State agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at [www.state.mi.us/mdcs/Regindx](http://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 in accordance with the following terms. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

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

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

1. Within five (5) business days of receipt of a written 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 by the State and approved and signed by both parties. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in such 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 (e-mail is acceptable if need be) that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. The contractor shall be released from liability for failing to take any actions that are outside the scope of the statement of work until the required written consent has been received, however necessary the actions may seem at the time. 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:

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

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

**I-EE ENTIRE AGREEMENT**

This Contract shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject. In the event of any conflict or ambiguity regarding the terms of this Contract, the following order of precedence shall govern: terms set forth in Sections I-A through I-SS (inclusive) shall prevail over (1) any terms set forth in the Software License that conflict with such terms, and (2) any terms set forth in the remainder of this Contract (other than the Software License) that are materially different from or in addition to such terms.

**I-FF NO WAIVER OF DEFAULT**

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

**I-GG SEVERABILITY**

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



**I-HH HEADINGS**

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

**I-II RELATIONSHIP OF THE PARTIES**

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

**I-JJ UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**I-KK SURVIVOR**

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

**I-LL GOVERNING LAW**

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

**I-MM YEAR 2000 SOFTWARE COMPLIANCE**

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



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

**I-NN CONTRACT DISTRIBUTION**

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

**I-OO STATEWIDE CONTRACTS**

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

**I-PP STOP WORK**

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
  - a. Cancel the stop work order; or
  - b. Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
  
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:



- a. The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
  - b. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
  4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.
  5. An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

**I-QQ DISCLOSURE OF LITIGATION**

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

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

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

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

Not later than 5 business days after the order is placed by DOS for the jurisdictions, the Contractor will provide a performance guarantee, in a form reasonably satisfactory to the State, for an amount equal to the total purchase price of the units purchased under such order plus an amount equal to \$3,192 times the number of precincts in the jurisdiction for which the order is placed.

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

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

**Performance Guarantee Coverage for Phase II:**

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

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



N Not later than 5 business days after the order is placed by DOS for the jurisdictions, the Contractor will provide a performance guarantee, in a form reasonably satisfactory to the State, for an amount equal to the total purchase price of the units purchased under such order.

**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





- (j) As to release of the Source Code Escrow Package under Section (f)(iii), the results of any such analysis may not be publicly disclosed until the contractor has had a reasonable opportunity to review and comment on them and, in any event, no less than two business days. Without limiting the terms and conditions of the Escrow Contract, the Secretary of State will provide the contractor at least 24-hour notice before use of the Source Code Escrow Package for analyzing and testing.



## SECTION II WORK STATEMENT

### II-A BACKGROUND and PROBLEM STATEMENT

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

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

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

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

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



**II-B OBJECTIVES**

**General Requirements:**

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

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

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

(B) DOES NOT APPLY IN MICHIGAN

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

**ALTERNATIVE LANGUAGE ACCESSIBILITY**

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

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

Refer to **Section III - Technical Summary** for detailed information on disabled voter equipment.

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



**Specific Requirements:**

1. PRECINCT COUNT OPTICAL SCAN VOTING SYSTEM

**Tabulator Programming**

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

**Performance Capabilities**

The system shall:

- a. Accurately report all votes cast.

The postal optical scan units will print a report of each vote cast on each ballot via the onboard printer. Each ballot counted by the system will be a paper ballot; the results stored on a memory card and uploaded to GEMS election management software for merging and reporting.

The AccuVote™ optical scan system uses the same technology for precinct and absentee processing. This provides consistency, reliability, and integration in a seamless and secure system application that merges results and reports from both tabulation devices into precinct and jurisdiction-wide results.

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

The Ballot Box contains a specific compartment for ballots containing write-in votes. All absentee ballots are processed through the absentee tabulator(s). As ballots are processed, the AccuVote™ determines if a ballot contains a write in vote(s) or not and deposits the ballot appropriately into one of two compartments specific to each type, those containing write-ins and those that do not. At the completion of processing, the AccuVote™ will combine all ballot totals into one comprehensive report that indicates the total number of votes cast including those of write-in candidates.

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

Diebold's vote tabulation device is capable of accommodating multi-member districts where multiple votes are cast for more than one post in the same election. This will be accomplished by permitting multiple ballot styles within given precincts. Diebold's system current ballot style limits far exceed even the extreme example provided by the State of Michigan. Diebold's, AccuVote™ firmware, Memory Devices, and GEMS™ software are designed to work in unison to run multiple precincts and districts, and



accumulate them seamlessly to provide both specific and comprehensive report(s).

GEMS™ has been designed to run as many as 8,000 ballot styles in seven different languages for a total of over 50,000 ballot combinations. Diebold's GEMS™ product is capable of expediting large databases of this kind. This functionality also provides an avenue for growth in the area of provisional voters voting in the wrong jurisdiction or precinct.

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

The AccuVote-OS provides for three types of reports. Each report may be regenerated as many times as required Reports are as follows:

The Zero Report—This report is used to validate that all counters for each candidate/issue start at zero. This matches the election total shown on the touch screen unit prior to the start of voting.

The Short Report—This report is printed after voting ends. It lists results for the individual DRE without write-in names.

The Long Report—This report is printed after voting ends and it lists the results for the individual DRE to include all write-in names.

The physical ballot images from each AccuVote-OS are printed from the GEMS™ host with a laser printer. These images can be found in the final election database on GEMS™ or in individual, removable media from each AccuVote-OS unit.

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

The AccuVote-OS system has performed numerous recounts through the State. Similarly, the ABS meets or exceeds the Election Code Statues and provides for the voted ballot to be reprocessed or manually recounted if necessary.

A complete audit trail of these recounts is provided individually by tabulator and collectively through GEMS™.

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



Diebold's AccuVote-OS system incorporate a "transactional database format" to record each ballot cast at the time the ballot is actually cast. In the event of unit failure, all ballots processed up until that point are recorded and stored in a removable memory device within the unit. Removable memory cards also include an internal battery to store recorded data should there be a loss of electrical power. The removable media on the failed unit may then be inserted into a spare unit or replacement unit and vote tabulation can continue.

Once the AccuVote-OS confirms all readers are operational and the ballot is scanned, a specialized routine is accomplished that writes the results to the memory card with checksum routines to ensure that the read and write operations occurred correctly. The AccuVote-OS unit, is equipped with a battery back-up system so that even a loss of power will not interfere with this process, ensuring that a record of *all* votes cast prior to the failure will be retained. Additionally, the AccuVote-OS can operate with complete functionality on battery power *alone* including the uploading of results.

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

During election setup, in the GEMS central ballot layout and tabulation system, the election administrator determines how overvotes, write-ins, and blank ballots are handled.

GEMS provides the administrator with options to momentarily stop for Overvotes, Write-Ins, or Blanks using a simple checkbox entry screen. The Central Count operator simply removes the last ballot in the output stack and presses the "yes" button to continue. This does not slow down processing significantly. Operators are trained to press the yes button immediately when the ballot in question is removed from the tray. The status of these ballots are then resolved by another person who will verify that the ballots are Overvoted, Blank, etc. Generally, ballots are checked for write-ins as they are removed from the return envelope, although this is not required.

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

The memory card, AccuVote-OS firmware, and GEMS software are designed to work in unison to run multiple precincts and districts, as well as multiple ballot styles using the same memory card device when used with a single AccuVote.

In actual elections, Diebold's AccuVote-OS has processed in excess of twenty (20) different precincts on a single Memory Card and up to eighty-nine (89) ballot styles in an early voting environment.



GEMS is designed to run upwards of 8,000 ballot styles. The actual number of precincts or styles will vary with the density of candidates and issues on the ballot. A Memory Card may be able to handle several hundred precincts if there is only a single race on the ballot. Additionally, if the number of precincts or ballot styles exceeds the capacity of a memory card, the precincts and styles can be distributed across multiple memory cards and still tabulate and track the totals as required.

The actual limiting factor for loading precincts onto a single AccuVote-OS remains how many ballots can be loaded into a ballot box. Therefore, the elections office needs to determine approximately how many precinct ballots might be loaded into the ballot box and whether procedures such as “early pickup” or swapping ballot boxes are acceptable. The ballot box will hold up to 2,500 ballots.

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

On Election Day, precinct results will be transmitted to the host GEMS server in one of three ways.

1. TeleResults Direct From Precinct: The results from polling locations that have a standard telephone or fax line available can be uploaded immediately at the closing of the polls via the built-in AccuVote modem. DESI refers to this capability as *TeleResults*. Typically, small elections can utilize this method and be done within 20 to 30 minutes of the polls closing. All AccuVote-OS units have modems for this function. The tabulator comes with an analog modem which will work only with an analog line. A cellular modem is available, but an extra piece of equipment is required for the phone itself and cellular modems raise security concerns.

In The State of Michigan, we would anticipate that almost all polling locations could be transmitted from either the precinct or using a drop-off location. It is important to note that many counties utilize cell phones with modem adapters where there are no available landlines.

2. TeleResults from Regional Sites: In locations where there is no telephone or fax line available, or the poll is very close to a Regional drop site, the AccuVote-OS with the sealed memory card, can be driven to the closest Drop-off Center.

This location will have one phone line available, usually with a cell phone for communication with the central site. This allows connection of AccuVote-OS, in order to accomplish the upload of poll results from the Regional drop-off location to the central county office. Again, no additional computers are required in the Regional location for upload of precinct totals. Each AccuVote unit brought to the Regional location will have the capability of uploading totals.

DESI believes that using the Regional upload concept, in combination with the precinct modem upload, 99% of the tabulation can be accomplished for



The State of Michigan realistically within an hour of polls closing. DESI's goal is to complete processing 100% of the precincts for the 10:00 pm news. In general, the ability to complete processing all precincts is dependent on communication with drop off sites and "rovers" or "troubleshooters". If communication is setup, then the central site can let the remote sites know which precincts have not reported and the drop off site can retrieve the AccuVote-OS and transmit results.

3. Direct Serial Upload: Finally, AccuVote-OS can be brought directly to each County Center. These units would then be unsealed from the AccuVote-OS and brought to the Central Counting room, where a number of AccuVote-OS will be serially connected to the host GEMS computer and totals uploaded directly into the host computer.

- 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.

From a programming standpoint, there is no meaningful limit to the number of precincts and districts that can be loaded onto a single AccuVote-OS. The AccuVote-OS can logically load over 1,000 precincts onto a memory card. All limitations are physical limitation of memory card size and or ballot box capacity.

In actual elections, Diebold's AccuVote-OS has processed in excess of twenty (20) different precincts on a single 32kb memory card and up to eighty-nine (89) ballot styles on a single 128Kb Memory Card in an early voting environment.

GEMS is designed to run up to 8,000 ballot styles. The actual number of precincts or styles will vary with the density of candidates and issues on the ballot. A 128Kb card may be able to handle several hundred precincts if there is only a single race on the ballot. Additionally, if the number of precincts or ballot styles exceeds the capacity of a memory card, the precincts and styles can be distributed across multiple memory cards and still tabulate and track the totals as required.

The actual limiting factor for loading precincts onto a single AccuVote-OS remains how many ballots can be loaded into a ballot box. Therefore, the election office needs to determine how many precinct ballots will be potentially loaded into the ballot box, and whether such procedures as "early pickup" or swapping ballot boxes are acceptable.

- 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.



- I. Be transportable without damage to internal circuitry.

The AccuVote-OS is the lightest and most portable precinct optical scan system on the market today. The AccuVote-OS tabulator is a 14-pound device that is easily light enough for one (1) person to carry, transport, and secure to the ballot box. The AccuVote-OS is carried in a durable nylon padded carrying case. The AccuVote-OS tabulator is locked to the ballot box so that the tabulator cannot be lifted up and ballots added into the ballot box.

- m. Provide a method for immediately detecting a malfunction.

The following messages may appear on the AccuVote-OS LCD if the AccuVote-OS becomes inoperable:

**ISR99 XXXX:XXXX  
CALL FOR SERVICE**

or

**SYSTEM TEST  
\*\*\* FAILED \*\*\***

In the case of the first message, a number ranging between 0 and 31 will appear in place of 99, and each X will be a digit between 0 and 9 or a letter between A and F, comprising an internal AccuVote-OS memory address. The second message may only appear at the time the AccuVote-OS is powered on.

AccuVote-OS power loss will not disrupt counting, provided the battery has been sufficiently charged prior to the election.

In addition to the county's written administrative procedures for pre-election testing, the AccuVote-OS ballot tabulator has nine (9) built-in firmware diagnostic programs, which can be run by non-technical personnel to verify that all hardware components of the AccuVote-OS are functional. This can be done during the 60 to 90 day cycle prior to the election. If hardware problems are diagnosed, units can be shipped to McKinney for depot repair. None of the diagnostic procedures depend on election specific information.

The AccuVote-OS has four operating modes. In diagnostic mode, the AccuVote-OS firmware initiates the sequence of standard built-in diagnostics, providing an opportunity to check each of the nine (9) major AccuVote-OS hardware subassemblies.

County staff interact with the AccuVote-OS by simply pressing the YES or NO buttons on the front of the AccuVote-OS, answering simple questions as the AccuVote-OS firmware guides the operator through the diagnostic sequence. These built-in tests include:



**SET SYSTEM CLOCK?** Pressing the YES button initiates this function, giving the date and time of the system clock, and allows the user to change the clock should the date or time need to be adjusted.

**CHECK LCD DISPLAY?** Pressing the YES button initiates a complete alphanumeric display in all 32-character positions of the LCD.

**TEST SYSTEM MEMORY?** Pressing the YES button will initiate an automatic test, which writes to the internal system memory, and provides a pass/fail message on the LCD display for the operator.

**TEST MEMORY CARD?** Pressing the YES button will initiate an LCD prompt to insert a memory card into the AccuVote-OS memory card slot on the front of the machine. This test then writes to the memory card ensuring that the card is ready to be loaded with election information.

**TEST ACCUVOTE PRINTER?** Answering YES to this question will initiate a printed test, which prints all alphanumeric characters in each printer column, thereby ensuring that the printer is functioning correctly.

**TEST MAIN SERIAL PORT?** A loopback connector, provided by DESI, is attached to the serial connector of the AccuVote-OS. This test is automatic and provides a pass/fail message for the serial port of the AccuVote-OS.

**TEST AUX SERIAL PORT?** This test automatically runs a check on the auxiliary serial port (modem port), and checks the modem and connection.

**TEST BALLOT DEFLECTOR?** This test allows the operator to place the AccuVote-OS into the top of the ballot box (using the AccuVote-OS battery power only), and to test the ballot box deflector, which is used to sort blank ballots or write-in ballots.

One operator can move down a line of ballot boxes and check the ballot box deflector in seconds. This capability is unique to the AccuVote-OS diagnostic system, and provides complete testing of both the AccuVote-OS and the ballot box functionality.

**TEST BALLOT READER?** This final test is run using a special diagnostic test ballot. This ballot checks each of the 32 top and bottom light emitting diodes and sensors, and prints a report for each channel for the top and bottom sensors. This ensures that every component within the ballot reader is operational, and prints an audit showing the exact percentages read on each channel.

Non-technical personnel run each of these tests. Generally, a long table allows one person to work with 5 to 10 AccuVote-OS units at a time, completing the above tests in minutes. These built-in diagnostic checks mean that all hardware can be checked independently of the election specific information. Therefore, this task can be done before candidate



filings close or early enough that personnel are ready to accomplish logic testing as soon as ballots are returned from the printer.

Each AccuVote-OS provides direct printed feedback for the printer and reader tests so that an audit trail of each unit is established. Note: checking of the printer paper roll and ribbon are done during this phase of the AccuVote-OS hardware check.

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

Diebold uses ovals to define the "target area" on ballots, and can provide ovals left or right of a candidate name, based on the preference of the State.

**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.

DESI's system provides a password protected audit trail and security system. All user actions are stored in an audit log.

DESI has designed two forms of audit trail:

- 1) a precinct level audit log for the AccuVote-OS, which provides both pre-election testing activity, as well as Election Day activity.
- 2) an audit log for the host GEMS software on the host computer system.

The AccuVote-OS and the GEMS host software both produce comprehensive printed audit reports of all election functions performed on the system during the period of use. This is critical for the Election Administrator interested in providing detailed automated audits of all phases of an election.

Precinct Level Audit Log:

DESI's AccuVote-OS tracks both election day activity and pre-election day activity by logging all activity associated with the memory card from the time it is created for an election, until the election is complete.

The AccuVote-OS audit trail begins the moment the memory card is created - whether 60 days or 30 days prior to the election. In other words, the AccuVote-OS memory card or storage device "period of use" is considered to last for several



weeks, and includes the testing phase of the election, which is critical to any audit trail. Should the Election Administrator's office be questioned about what testing was accomplished and when prior to an election, the AccuVote-OS provides a full accounting of this pre-election, election day, and post election day activity. DESI's AccuVote-OS provides comprehensive audit trails.

The Audit Trail is accessed via a Supervisor password, allowing a report to be printed. Each activity logs the date, time, and description of the Activity.

Host System (GEMS) Audit Log: The GEMS integrated election management system also includes even more extensive audit trail reports than the AccuVote-OS, allowing the user to completely re-create all election activity, both in the testing and election day phases.

The Election Audit Log report lists all transactions performed during an election.

The log lists:

- the transaction date
- time
- the code of the operator performing the transaction
- a description of the activity performed

The Election Audit Log is grouped into batches, which are defined every time the Election Audit Log is printed. Every GEMS activity involving an addition, update or deletion of information in the election adds a transaction to the latest batch in the Election Audit Log. Printing reports or displaying information does not add transactions.

### **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; Whether paper reports are produced or not, all data is still available to be loaded into the central tabulating system.
- l. Allow for the sealing of the programmable memory device into the tabulator using a seal approved for use by the Department of State.

The AccuVote tabulator fully complies with this requirement. In addition to the State's written administrative procedures for pre-election testing, the AccuVote-OS ballot tabulator has nine (9) built-in firmware diagnostic programs which can be run by non-technical personnel to verify that all hardware components are functional. This can be done during the 30 to 60 day cycle prior to the election. None of the diagnostic procedures depend on election specific information.

The AccuVote-OS complies with privacy issues by offering the voter a three-sided privacy booth in which to mark their ballot and offers secrecy sleeves for the voter to place their voted ballot in while moving from the voting booth to the AccuVote-OS. The AccuVote-OS is a voter-initiated device meaning the voter inserts their voted ballot into the tabulator without assistance.

If a ballot is misfed or returned to the voter, requiring assistance from the poll worker, the poll worker is instructed during the training class to be sure to place the secrecy sleeve on top of the voted ballot during the time they are reading the AccuVote-OS LCD to determine the type of action to take. In this way, secrecy of the ballot is maintained throughout the voting process.

All AccuVote-OS units are interchangeable. Each AccuVote-OS contains an internal battery to provide power to the AccuVote-OS in the event of an electrical failure. Additionally, each memory card has an internal battery to keep vote totals active for up to a period of 5 years, given normal battery life.



### AccuVote-OS Memory Card

The external, removable Memory Card comes in three sizes of capacity, 32Kb / 64Kb / 128Kb credit card size storage device which stores all the permanent results of the program and other important variables. The Memory Card is plugged directly into a 40-pin socket. Recorded data is preserved by a lithium battery when the Memory Card is not connected to the system. The average life of the C-MOS RAM lithium battery is approximately five years.

The memory card is a removable and reusable intermediate storage device that contains an internal backup battery to preserve and protect poll specific election data and poll level vote totals in the event of a power failure and/or total system failure.

The internal lithium battery will last for up to five (5) years. Moreover, the AccuVote-OS Tabulator itself is employed for the creation, duplication, processing, and eventual erasure of the Memory Card used with the Tabulator. **NO** additional external equipment is required besides the AccuVote-OS Tabulator and the resident Personal Computer.

The memory card is sealed into place with a numbered seal placed on the AccuVote-OS unit by the Chief Election Officer's administrative personnel. This seal area is covered by the front door of the ballot box during the election day ballot processing. This seal is only broken when the AccuVote-OS unit is brought back to the central site, and only broken by the City election staff. If *TeleResults* are used, election results can be transmitted back to the central site without a human hand touching the memory card.

These cards feature:

1. Precision shutter mechanism which opens automatically when the memory card is inserted into the AccuVote-OS, and closes again when removed, protecting the card contacts and electronics from dust, dirt, and static electricity.
2. Front and rear stainless panels improve mechanical strength and protect the card from the effects of electrical noise and shock.

### System Back-up

The back-up system shall:

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

Each AccuVote-OS contains an internal battery to provide power to the AccuVote-OS in the event of an electrical failure. The battery is automatically and continuously charged. It engages during a power failure to permit the voting process to continue. It also provides enough power to print the zero tape at the opening of the polls and ready the AccuVote-OS system to begin accepting ballots, continue counting ballots, or even print and transmit results at the closing of the polls.



- 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.

In the event of a loss of power the AccuVote-OS comes standard with a built-in battery backup system with each AccuVote-OS unit. Each AccuVote-OS unit comes standard with a built in battery. The AccuVote-OS charges the battery during the day as the unit is plugged directly into a standard 110 volt AC electrical outlet. This on-board battery provides between 2 and 3 hours of uninterruptible power to the AccuVote-OS unit in the event of a power outage. The battery back-up is always operational.

AccuVotes have actually run throughout an entire election day by simply swapping batteries in and out of the AccuVote-OS (takes less than a minute) during the day. In the unlikely event that the precinct tabulator fails, or is in some way damaged, each AccuVote-OS unit is interchangeable.

On Election Day the battery is continuously being charged as voting is conducted. Should power be lost, the AccuVote-OS will switch automatically to battery back up condition. The poll workers are trained to understand that if the message "POWER FAIL" is flashing in the LCD display, the unit is running on battery power. The standard procedure is for the poll worker to notify election central of the condition.

The AccuVote-OS includes as standard equipment an uninterruptible power source. This battery backup feature will permit continued voting during a power failure. The length of time is dependent on the battery being fully charged and the voting activity level during the power failure condition. This equates from two to four hours under normal conditions.

In the event of a system failure, the auxiliary compartment is available to store unprocessed ballots until functionality is restored.

## 2. ELECTION MANAGEMENT SYSTEM (EMS)

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

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

EMS software offered in the State of Michigan shall be tested and approved by the DOS under the procedures as prescribed by the Secretary of State. Such tests shall



be performed during Oral Presentations as described in Sections III-C and III-E, Step III below.

**Programming**

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

- a. The EMS shall generate all required master and distributed copies of the tabulator program, including those used to count absentee ballots and ballots cast by voters with disabilities if applicable.
- b. The EMS shall provide a mechanism to verify the correctness of tabulator programming. The mechanism shall also ensure that the ballot corresponds to the tabulator program and meets all requirements as prescribed by Electronic Voting Systems – Promulgated Rules and Michigan election law.
- c. The EMS shall employ control logic and data processing methods to detect errors and provide a means of correction.
- d. The EMS shall accommodate multi-member districts (i.e. vote for two) whereby multiple votes are cast for more than one position in the same race.
- f. Diebold will allow jurisdictions to contract with outside individuals or firms to program using the EMS system. The outside individual contractors will exclude individuals currently employed by the other election system vendors. Jurisdictions that wish to contract with outside programmers will be requested to sign a waiver. This waiver relieves Diebold of liability caused by errors of the outside programmer. However, this waiver does not relieve Diebold of liability due to errors in the software. Jurisdictions will have the option of purchasing training from Diebold if they choose to do so. Outside individuals shall not be permitted to remove the EMS software from the jurisdiction’s office, nor shall they be allowed to act using that jurisdiction’s software as a service bureau for other jurisdictions.



**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.

From a programming standpoint, there is no meaningful limit to the number of precincts and districts that can be loaded onto a single AccuVote-OS. The AccuVote-OS can logically load over 1,000 precincts onto a memory card. All limitations are physical limitation of memory card size and or ballot box capacity. The number of precincts that can be fit onto a card depends on the number of races and information stored onto the card. Typically, for an election with 20 races in a precinct, averaging 4 candidates, a 32kb card will fit about 10 precincts. The 64kb and 128kb cards will fit proportionately more.

The memory card, AccuVote-OS firmware, and GEMS software are designed to work in unison to run multiple precincts and districts, as well as multiple ballot styles, using the same memory card device when used with a single AccuVote-OS. The actual number of precincts or styles will vary with the density of candidates and issues on the ballot. A 128Kb card may be able to handle several hundred precincts if there is only a single race on the ballot. Additionally, if the number of precincts or ballot styles exceeds the capacity of a memory card, the precincts and styles can be distributed across multiple memory cards and still tabulate and track the totals as required.

The actual limiting factor for loading precincts onto a single AccuVote remains how many ballots can be loaded into a ballot box. Therefore, the election office needs to determine how many precinct ballots will be potentially loaded into the ballot box, and whether such procedures as “early pickup” or swapping ballot boxes are acceptable.

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



Printout fields may be issued either in numeric or alphanumeric format; alphanumeric text that contains non-numeric characters will not convert to numeric. *GEMS* offers a high degree of flexibility in producing election night and official canvass reports in quantities and formats requested by the user.

The AccuVote-OS tabulation unit provides for three types of reports. Each report may be regenerated as many times as required. Reports are as follows:

The Zero Report—This report is used to validate that all counters for each candidate/issue start at zero. This matches the election total shown on the touch screen unit prior to the start of voting.

The Short Report—This report is printed after voting ends. It lists results for the individual AccuVote-OS without write-in names.

The Long Report—This report is printed after voting ends and it lists the results for the individual AccuVote-OS to include all write-in names.

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

The AccuVote™ optical scan system uses the same technology for precinct and absentee processing. This provides consistency, reliability, and integration in a seamless and secure system application that merges results and reports from both tabulation devices into precinct and jurisdiction-wide results.

The Precinct Summary Reporting option allows printing by individual precinct, all precincts, or selection by any districts that are set up for the election. The user has several reporting options. For example, by selecting the District Summary, using the Federal, State, and County option, the user receives a complete Summary Report of all results. By selecting the precinct option, any precinct can be printed on an individual basis. By selecting the race option, the end user can select all races for the report or only selected races. The user can also select a summary by any district type set up for the election. The user has complete control over the type of information that will appear on the report, the way the percentages are figured, and the method of sorting.

The user has control over which “counter groups” are to be totaled and can also select whether they want to view the report on the screen or print the report. Finally, the user can select: the creation of an HTML file to disk, so that the file can be used directly on the Internet; how many copies; and which pages of the report they would like printed.

The State of Votes cast or CANVASS Report also has a variety of selection options that continue to increase as we move forward with various requests from jurisdictions. The ability to specify which page or range of pages on the SOVC is particularly helpful, especially since these



reports can be several hundred pages in length. With this system, the user is able to preview the CANVASS on screen, thereby allowing the user to accomplish a great deal of diagnostic work during the CANVASS process, without wasting a lot of paper on reports.

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

GEMS software handles splits within election districts through the combination usage of “base” precincts as the smallest unit of geographic measurement.

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

Diebold Election Systems’ patented GEMS software is capable of producing the full range of election reports. GEMS™ is infinitely flexible in its reports production capabilities. There are pre-election reports and election results reports that are generated upon completion of voting. The user may customize the report titles. The GEMS™ Statement of Votes Cast or Canvass Report tracks both polling ballots and absentee ballots. That is, absentee information is available by the election code district, as long as this is established prior to the election. This includes congressional, senate, assembly, cities, and any other districts set up for absentee tracking.

**Election Result Reports**

Status Report

AccuVote-OS Status report will show which vote centers have reported and which ones are still outstanding. This report is useful for tracking and managing the late reporting vote centers. The Status Report provides upload information for all AccuVote vote centers, ordered by region Id and vote center label. The report contains the Region Id, Region Label, Vote Center Id, Vote Center Label, Machine Id, Upload Status and Upload Date and Time.

Precinct Summary Report

The Precinct Summary report is one of the two basic election results reports printed after election results have been transmitted to the host computer. The Precinct Summary report may be printed for a selection of districts or precincts by counter group or race reporting set, as well as tailored to include results reporting statistics, results percentages, and candidate sorting options. The Precinct Summary report is often used during election night to provide quick and comprehensive results reports on the vote tallies.



Statement of Votes Cast Report

Statement of Votes Cast (SOVC) report is a detailed and comprehensive report of precincts and their races. The SOVC report is one of the two basic election results reports printed after election results have been transmitted to the host computer. The SOVC report may be printed by district, race reporting set and counter group, as well as tailored to include results reporting statistics and results percentages. When the user selects the absentee counter group, totals represent absentee only. Combined with other district types, the SOVC Report will print for various districts. This report can be large so it is recommended that it be issued at the close of election night or the following day. The Report is used to determine voter turnout—the number of voters who voted in a precinct. This report often is used for internal audit or reporting purposes. The SOVC report can be tailored to include results reporting statistics and results percentages.

Cards Cast Report

The Cards Cast report includes the number of ballots cast in the election by report precinct, customized by district and counter group.

Because of the speed that the election results are tallied by the AccuVote/GEMS system, we have found a great demand for posting results to the Internet. Reporting results to the Internet can be done quickly and efficiently.

- f. The EMS shall provide the ability to custom design an election report to include, at a minimum, the following information in total or in part:
  - 1) Name of election;
  - 2) Political subdivisions;
  - 3) Parties involved;
  - 4) Date of election;
  - 5) Type of report;
  - 6) Total number of registered voters in each political subdivision;
  - 7) Total number of registered voters in each voting precinct, including a sub-listing when the precinct is split; and
  - 8) Votes by multi-member district (i.e. vote for two), legislative district or congressional district.

The GEMS™ software system provides unequalled Election Night reporting capability. There are essentially, three (3) primary reporting areas within GEMS™. There are Pre-Election Reports that assist in the administrative setup of the election and ballot layout, and two primary reporting options for Election Night reports. These two report areas provide a host of report options with many elements of selection criteria.

Cumulative or Summary Reports

The Precinct Summary Reporting option allows printing by individual precinct, all precincts, or selection by any districts that are setup for the election. There are many reporting options to the user. For example, by selecting the District Summary, using the Federal, State and County option, the user receives a complete Summary Report of all results. By



selecting the precinct option, any precinct can be printed on an individual basis. By selecting the race option, the end user can select all races for the report or only selected races.

The user can also select a summary by any district type set up for the election, i.e., Senate or Congressional districts, cities, and any variety of district summary results.

Note also that the user has complete control over the type of information that will appear on the report, the way the percentages are figured, and the method of sorting. The user has control also over which “counter groups” are to be totaled, i.e., polling precincts, absentees or both, and how they are to be totaled on the precincts reporting stat. *Note: under properties, the user can select landscape or portrait.*

The user can also select whether they want to view the report on the screen, or whether they want to print the report. Finally, the user can select the creation of an HTML file to disk, so that the file can be used directly on the Internet, and how many copies, and which pages of the report they would like printed.

The Summary Report, whether used for all precincts, or for a single precinct, utilizes the same format. The example provided (above) is the first page of the Tulare Primary Election Summary Report. This is the “Preview” version of the report, but both the preview and the printed version are identical.

The variety of reports available from the single selection screen shown above provides a wide variety of easy to access reports for summaries of Election Night totals.

**Statement of Votes Cast or CANVASS Report**

The Statement of Votes cast, or CANVASS report, also has a variety of selection options, which are being increased as we move forward with development of the GEMS™ product.

The ability to specify which specific page or range of pages on the SOVC is particularly helpful, especially since these reports can be several hundred pages in length. The user is also able to specify, for both the summary and SOVC, which printer is to be used for the report hardcopy. However, this system allows the user able to preview the CANVASS on-screen, thereby allowing the user to accomplish significant diagnostic work during the CANVASS process without wasting paper on reports. The user is able to scroll through the preview mode simply by clicking on the arrows at the top of the screen, jumping to the top or bottom of the report, or moving through the report page-by-page.



GEMST<sup>™</sup> offers a number of GEMST<sup>™</sup>, “pre-election” report options. Such reports are modified and enhanced regularly, with new reports available to GEMST<sup>™</sup> users via Diebold Election Systems’ FTP Internet site. As a courtesy to our customers, Diebold Election Systems provides Internet software and reporting updates on a regular basis. We also post new software versions and reports on our FTP site.

**On-line Results Reporting**

Diebold Election Systems can provide Summary, Regional, and Internet results on Election Night in a variety of formats. Diebold Election Systems’ GEMST<sup>™</sup> product provides both JAVA and HTML file capability for the public display. Under UNIX and the older VTS system, the display allowed scripted scrolling of races. The user could specify the specific races, their order of scrolling, and the amount of time they would appear on the screen. This same capability is available with the new GEMST<sup>™</sup> product, with additional formatting capabilities including colored pie charts and numeric displays per race.

The first step involves setting up the “scripts.” First, the user provides a Label name to the script to distinguish it from other Scripts. Any number of scripts can be set up for scrolling: all races sequentially, or races by particular districts, or specific, pre-selected precincts. The example above shows selection of script by assembly districts races and a single precinct race. When Add District or Precinct function is selected, a list of all districts or precincts is made available. Once scripts have been created, and Election Night totals have begun to come in, the Java results server can be brought on-line.

**Results Server**

The GEMST<sup>™</sup> results server is a program that can be run on any PC. This allows the PC to be set up in a public area. The advantage that GEMST<sup>™</sup> brings to this operation is it can represent any PC on the network, any PC linked to the Internet, or any PC link via diskette. Presently, the customer must service dial-in lines for newspapers and other forms of the media. Such public contact can be set up via the network and the Internet. This server utilizes Java scripts to read exported data files on the GEMST<sup>™</sup> database. Alternatively, the reporting system can produce straight HTML files for use on the Internet as well. No other vendor provides this level of capability built into its ballot layout and accumulation/reporting system.

The newspapers and some print media still require hardcopy or the ability to pull hardcopy from the Internet. GEMST<sup>™</sup> provides both. Note: only the top eight candidates will be shown in color. The remaining candidates will be shown in grayscale. Also Note: the end user has selection capability regarding how the results are presented (e.g., font, sorting, and scrolling). In addition to the scrolling public view, GEMST<sup>™</sup> will provide Election Night hardcopy summary reports as well.



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

While uploading results into GEMS™, an active window is displayed indicating the precincts that have been reported and those that have not. This display is a real-time display that: indicates which units are in upload at any given time; simultaneously creates an audit and printable trail of the precise time each precinct is uploaded; and identifies by which manner they were uploaded (e.g., phone, direct, or manually).

- 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.

Diebold's system does not allow for errors in transmission. If clear and clean transmission does not occur, the system prevents a partial or incorrect upload to occur. However, should it be required for any reason to remove a precinct(s) result(s), this functionality can be assessed but only through supervisor functions contained within the GEMS™ application

- 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. Microsoft and GEMS™ supports all of the formats listed above and more
- k. The EMS shall provide for election results to be produced in such a manner as to allow for easy copying.

GEMS™ provides the functionality to write to any file. For reporting functions such as Statement of Votes Cast, Canvass Reports, or specific customized reports that track both polling ballots and absentee ballots, the user may specify which districts are desired, whether the report will be formatted in landscape or portrait, the information for the report (e.g., over votes, under votes, blanks), and whether the report is to be printed in hardcopy, to file for transmission, to a network, to the on-site host computer printer, mainframe, or shown on-screen. The user can also select the creation of an HTML file-to-disk so the file can be used directly on the Internet, how many copies, and which report pages they would like printed.

- l. 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.

GEMS allows authorized users access to election results. There are many styles of reports that can be printed using the GEMS system. The ELECTION SUMMARY and PRECINCT SUMMARY reports provide the semi-final officials reports on election night. These reports allow the user/operator to select information based on a variety of factors, including selection by:



1. Districts (jurisdiction wide or district specific) or by Precinct
  2. Races (all races or any combination of races)
  3. Counter group
  4. Sorting candidates by order or by votes received
  5. Percentages
  6. Data elements on reports: Times Counted, Overvotes, Undervotes, Blank Votes, Write-ins, Race ID's, Number of "Voter For", Registered Voters, Number of Precincts Reporting, etc.
  7. Printer to which the report will be sent
  8. HTML output for the report so it is "web ready"
- m. 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.

All election tabulation data is transferred to two devices: a permanent, non-volatile flash RAM and a removable Memory Device. The flash RAM provides permanent memory storage, and the removable memory is utilized to accumulate polling results from multiple units. A ballot will not be considered "cast" unless the software recognizes the integrity of both storage devices and is able to record the ballot on both storage mediums.

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



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

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

The Standard import file is composed as an ASCII file and consists of a series of records containing the election data. Each record starts with a record type to identify the type of information in the record and ends with a line-feed or line-feed/carriage return character. The import file records must follow the sequence indicated. Fields in the import file's records must be comma delimited, with character strings enclosed in double quotes. If a character string contains a quote mark then that quote mark must be preceded by a backslash. If a backslash is in a string then the backslash must also be preceded by a backslash, i.e. backslashes would be represented by a double backslash.

While the standard import procedure will attempt to preserve any existing contents of a database, the import should be performed before any other activities in the database.

Race and candidate text may be formatted either as simple text or rich text format (rtf) data. Rich text data should not be enclosed in quotes since it may contain embedded quotes.

- 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.

One or more instances of a character string may be replaced in text using the Replace function. The replacement may be performed for whole word matches of the search string or for case-sensitive text matches only. While the standard import procedure will attempt to preserve any existing contents of a database, the import should be performed before any other activities in the database. While the standard import procedure will attempt to preserve any existing contents of a database, the import should be performed before any other activities in the database.

- 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.

Detailed manuals with step-by-step instructions are provided to help the customer through any process.



- 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.

The GEMS application has built-in ASCII election data export functionality. The export function is available on-demand and can be used at any time. Many current customers export election data files throughout the evening on election night. No other GEMS processes have to be halted in order to produce the export file. Export files can be produced at any time including while results are being received on election night. The export function has an editor window that allows the user to define the format of the ASCII file by defining such items as Field Delimiter, Use of Quote Strings, Election Summary, and/or Individual Precinct Data. The export function also allows the user to select the data to be exported and define a fixed field length for each data item if desired. The data available for export includes but is not limited to:

- o Precincts
- o Precinct ID Numbers
- o Races
- o Race ID Numbers
- o Race Party Association (Commonly used in Primary Elections)
- o Candidates
- o Candidate ID Numbers
- o Candidate Party Association (Commonly used in General Elections)
- o Statistics such as:
  - Vote Totals
  - Voter Registration Figures
  - Under Votes
  - Over Votes
  - Write-Ins



The GEMS application also allows the user to enter export codes for each of the data items. If the user has a coding convention, most commonly numbers associated with certain data items; the user may enter those codes into GEMS and select them for export. The export file is generated as a .txt file and may be sent to any location on the server at the time of creation.

- 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”.

The Standard Export format may be either customized or used in its default configuration for exporting election results. Fields may be issued either in numeric or alphanumeric format; alphanumeric text that contains non-numeric characters will not convert to numeric. *GEMS* offers flexibility in producing election night and official canvass reports in quantities and formats requested by the user.

- 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.

The electronic audit trail provides supporting documentation for verifying the correctness of reported results. It presents a concrete, indestructible archival record of all system activities related to the vote tally. The system-generated creation and maintenance of audit records reduces the chance of human error. Since the audit function is automatic and encrypted, the administrator has less information to track or record and no ability to alter the results.

The centralized archival record of elections is available in the GEMS™ system. Records include: election profile information (e.g., precincts and political jurisdictions), election- specific information (e.g., candidates and measures), ballot formats in the appropriate language, systems logs, vote tallies, Statement of Votes Cast Reports, and any other reports required by the State of Michigan. Data may be stored in hardcopy or electronic form for the statutorily required retention period. Fields in the import file’s records must be comma delimited, with character strings enclosed in double quotes.

- 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.



While uploading results into GEMST<sup>™</sup>, an active window is displayed indicating the precincts that have been reported and those that have not. This display is a real-time display that: indicates which units are in upload at any given time; simultaneously creates an audit and printable trail of the precise time each precinct is uploaded; and identifies by which manner they were uploaded (e.g., phone, direct, or manually).

The Precinct Summary Reporting option allows printing by individual precinct, all precincts, or selection by any districts that are set up for the election. By selecting the precinct option, any precinct can be printed on an individual basis. Fields in the import file's records must be comma delimited, with character strings enclosed in double quotes.

**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.

Please see the Audit and Security Sections above for detailed audit and security information.

**II-C TASKS**

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

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

The scope of work includes:

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

Timeline Dates:

- Hardware, software and components that will be used in the November 2004 general election shall be installed and acceptance testing performed no later than **June 15, 2004.**
- Hardware, software and components that will not be used in the November 2004 general election shall be installed and tested no later than 3 months prior to the first election in which it will be used which shall precede the date of the first November election in which it is used.



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

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 Contractor will:

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

**2. Training and User Information**

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



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

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

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

### **3. Warranty and Maintenance**

The Contractor shall provide:

- a. A warranty on all parts, labor, and equipment shall, at a minimum, be in effect for the first two even numbered year election cycles in which the equipment is used.
- b. The \$900,000 is the amount the State is willing to pre-pay for two years of post warranty EMS optional maintenance; therefore, extending the current warranty by two years. This total amount is based on a statewide total. The actual amount paid to the vendor will be a per precinct cost based on the number of precincts that choose the contractor as their vendor of choice. For example, \$900,000 for 5200 precincts calculates to \$173.00 per precinct. The contractor would be paid for the extra two years of warranty according to how many precincts choose the contractor as their vendor. The contractor will be paid annually on a county-by-county basis based on the number of precincts that select the contractor as their vendor. See the table below for further explanation.

EMS Warranty Coverage (If jurisdiction acquired EMS in 2004)



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

EMS Warranty Coverage (If jurisdiction acquired EMS in 2005)

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

EMS Warranty Coverage (If jurisdiction acquired EMS in 2006)

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

- c. All hardware and software patches to repair defects in the system, at no charge to the using entity throughout the term of this contract.
- d. One complete set of user and technical documentation for all hardware and components required to operate each system for the DOS and for each county, city or township purchasing and/or licensing or purchasing a system under this Contract.
- e. Well-trained support personnel for all activities that are the Contractor'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 Contractor shall provide:

- a. An overall Project Manager who will serve as the principal point of contact for the Contractor 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 2005 election (if necessary) in addition to first two even numbered year election cycles in which the equipment is used. Support shall include training and assistance on the following:
  - 1) Pre-election programming and ballot set-up;
  - 2) Pre-election logic and accuracy testing;
  - 3) Election day support during entire time the polls are open; and
  - 4) Post election reporting.
  - 5) Vendors are not responsible for the preparation of test decks.
- d. The State will set aside \$75,000 for Contractor support of the first 2 elections held by cities moving to optical scan or changing optical scan systems in 2005. The Contractor reserves the right to charge for services requested by jurisdictions that exceed the services deemed necessary by the State for the 2005 elections. The \$75,000 is the maximum cap on the amount to be paid by the State. Support will be based on Appendix K prices that were submitted by the contractor and the State's definition of the level of support required. The amount paid to Contractor will be based on the Contractor's daily rates applied to each jurisdiction with an election in 2005 for the first 2 elections. This amount paid by the State to the Contractor for the first 2 elections will not exceed \$75,000. The State will not provide payment for support on a date other than Election Day.

**5. Modification Requirements**



- a. During the contract period, if changes occur in Federal voting systems standards and they require modifications to hardware, software or components, such changes will be accepted through the change notice process and included in the Contract as described in Section I-CC Modification of Service. The Contractor shall perform the following:
  - 1) Make system modifications to comply with new requirements.
  - 2) Obtain re-certification from DOS in time to comply with Federal time lines.
  - 3) Apply modifications to all previously installed systems at no cost to the DOS or users (except for modifications that are not technically feasible, commercially reasonable, or require a hardware change. Diebold and the State will need to jointly review and agree upon the scope of, and cost for, any modifications required by such subsequent changes in federal and/or state law).
  - 4) Apply modifications to all systems sold during the term of this contract.
  
- b. During the contract period, if changes occur in Michigan's voting systems standards and they require modifications to hardware, software or components, such changes will be accepted through the change notice process and included in the Contract as described in Section I-CC Modification of Service. The Contractor shall perform the following:
  - 1) Make system modifications to comply with new requirements.
  - 2) Provide a cost proposal for implementing required changes on a statewide basis.
  - 3) Obtain re-certification from DOS in time to comply with the requirements of State law.
  - 4) Provide any necessary software and, if needed, software installation services to local jurisdictions at statewide pricing as negotiated with the DOS under the change notice process.
  - 5) Make available to local jurisdictions at statewide pricing, as negotiated with the DOS under the change notice process, any hardware modifications, and related installation services, required by such changed standards.
  
- c. Notify the DOS of any system modifications made on behalf of jurisdictions outside the State of Michigan.
  
- d. As part of maintenance services, the contractor will provide, at no charge, directly to the customer for installation, periodic software updates it makes available to other customers as part of maintenance and support services. If necessary, the contractor can perform software installation at the current rates.
  
- e. The State requests that in the event that any modifications become necessary after delivery due to changes in applicable federal and/or state laws that occur during the three year contract period, as long as such modifications are both technically feasible and commercially reasonable to perform, the contractor will provide such modifications to the State at no additional cost. In the event, however, those modifications are not technically feasible, commercially reasonable, or require a hardware change, the contractor and the State will need to jointly review and agree upon the scope of, and cost for, any modifications required by such



subsequent changes in federal and/or state law. However, the State will not agree to pay for any modifications as a result of meeting FEC 2002 standards during the three year contract period, nor will the State pay for modifications during the three year contract period to the hardware to allow such hardware to function with any other contractor's equipment or equipment marketed by the contractor designed to meet the disability requirements of HAVA. As part of this determination process, the contractor would thoroughly review the impact of such changes and develop a scope of work and cost analysis for review and agreement by the State before proceeding with any applicable modifications.

**6. Delivery Requirements**

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

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

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

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

**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 Contractor and accepted by the State, and shall include the following:
  - 1) The Contractor's project organizational structure.
  - 2) The Contractor's staffing table with names and title of personnel assigned to the project as detailed in Section IV-C subsection 4.

**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. The contractor must report all prices of sales of 50 tabulator units or more to non-federal government customers on a quarterly basis during the three-year contract period.

**II-F PRICE PROPOSAL**

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

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

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

Diebold agrees that all costs are included on Appendices F, G, J, and K and that no other costs will be charged as specified by the requirements of this contract. Prices listed in Appendix K are daily rates, not total rates for each specified election service.

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 identified in this Contract, with the warranty set forth herein. Bolt-on software refers to any software, third party or propriety, necessary to make either the EMS or tabulators function as required in the technical requirements of the ITB. Separate cost provisions for travel and/or per diem will not be accepted.

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

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

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



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

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

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

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

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

The EMS license fee to the State, counties, and local jurisdictions shall be \$1 and the license shall be perpetual.

The EMS license fee to the State and local jurisdictions shall be no more than \$1.00 and the license shall be perpetual. The EMS license fee and maintenance will apply to county level only not to those jurisdictions designated by the State to receive EMS. There will be no "double dip" on EMS post warranty maintenance costs. The county is responsible for post warranty maintenance costs. The State cannot mandate the county to use EMS or pay for post warranty maintenance costs, although the county is free to separately contract with Diebold regarding mandatory post warranty maintenance. The EMS license fee set forth in the pricing appendices hereto shall be a one-time fee for counties only and shall be perpetual. If necessary, counties and locals can pay a \$1 license fee each year after the initial license is purchased. The foregoing shall not diminish the annual fees set forth in the appendices hereto payable to renew post-warranty maintenance. Should a jurisdiction elect at any time to not initially purchase or renew post-warranty maintenance, and applicable law thereafter requires a software update, to receive such update, the jurisdiction would be required to reinstate annual maintenance by paying an amount equal to the annual maintenance fee times the number of years during which maintenance was not in effect. However, as an alternative, jurisdictions could re-purchase the software if they choose to do so.



Extra tabulators are a base price of \$4,200 which includes 3-year warranty plus \$12.79 for shipping. Annual maintenance fee on tabulators will apply. Extra tabulators are defined as any amount over the 5200 estimate. These tabulators would typically be used for AV counting boards and would not require supplemental services such as training and project management.

J Result Client is included at no additional cost with the purchase of GEMS.

**II-G ORDERING AND CONTRACT PAYMENT**

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

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

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

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

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



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

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

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

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

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



**SECTION III  
VENDOR RESPONSE**

**III-A MANDATORY REQUIREMENTS (These statements and page numbers refer to the original vendor's proposal.)**

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

Diebold Election Systems is in complete and unconditional agreement with this requirement.

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

Diebold Election Systems is in complete and unconditional agreement with this requirement. Diebold Election Systems, Inc. (formerly Global Election Systems) was incorporated in 1991 and has installations in over 1000 jurisdictions. DESI is a division of Diebold, Inc., an Ohio Corporation founded in 1859, with corporate headquarters in North Canton, OH, and Election Division offices in McKinney, TX; Sacramento, CA; Omaha, NE; and Vancouver, BC.

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

Diebold Election Systems is in complete and unconditional agreement with this requirement.

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

Diebold Election Systems is in complete and unconditional agreement with this requirement.

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

Diebold Election Systems is in complete and unconditional agreement with this requirement. DESI feels the technical proposal and executive summary clearly demonstrate and document our ability to satisfy the requirements of the ITB. Please see the pages below for detailed answers to the ITB requirements.



General Requirements:	
Deliverables	Deliverables, pp. 1-4
Project Control and Reports	Project Control and reports, pp. 1-2
Information Required from Bidders:	
Business Organization	pp. 1-2
Statement of the Problem	p. 3
Objectives	pp. 4-6
Precinct Count Optical Scan Voting System	pp. 6-20
Election Management System	pp. 20-42
Management Summary:	
Narrative	pp. 43-45
Technical Work Plan	pp. 45-58
Prior Experience	pp. 58 -62
Project Staffing	pp.62 -73
Subcontractors	p. 73
Security	p. 73
Bidder's Authorized Expeditor	p. 74
Additional Information and Comments	p. 74

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

Diebold Election Systems is in complete and unconditional agreement with this requirement. DESI's AccuVote tabulator has been approved for use in the State of Michigan since July 23, 1992.

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

Diebold Election Systems is in complete and unconditional agreement with this requirement.



**III-B BUSINESS ORGANIZATION**

Diebold, Incorporated, with headquarters in Canton, Ohio, was founded in 1859 as a security equipment company.

Corporate Headquarters:  
Diebold, Incorporated  
5995 Mayfair Road  
PO Box 3077  
North Canton, Ohio 44720  
Tel: (330) 490-4000

Subsidiary Headquarters:  
Diebold Election Systems, Inc.  
1611 Wilmeth Road  
McKinney, Texas 75069  
Tel: 800 433-VOTE  
Fax: (972) 542-6044

Diebold Election Systems, Inc. (DESI) is a wholly owned subsidiary of Diebold, Incorporated and is headquartered in McKinney, Texas. DESI is incorporated in the State of Delaware and is licensed to operate in the State of Michigan.

**Subcontractors**

**FIDLAR ELECTION COMPANY**

Fidlar Election Company is located at 6255 Technology Drive, Kalamazoo, Michigan 49009; the contact person regarding the Michigan proposal is William R. Barrett, VP Sales and Marketing. Fidlar is licensed to operate in the State of Michigan. Diebold Election Systems will be utilizing the services of Fidlar Election Company, an authorized dealer for the past ten years, as a subcontractor in the implementation of our products and services in Michigan. Fidlar personnel will be primarily used for equipment readiness, many training activities, election day operatives, planning and execution of various PRIM attributes, and specifically training in depth on GEMS application software and the AccuVote-OS hardware components.

The printing facilities located in Kalamazoo have been the production source of all optical scan ballots for both AccuVote and Optech III-P Eagle voting systems printed for Fidlar customers since the introduction of optical scan voting in Michigan.

**Authorized Expeditor**

DESI's authorized expeditor is Barry Herron; his phone number is 972.542.6000.

**III-C SECURITY**

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



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

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

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

**III-D ADDITIONAL INFORMATION AND COMMENTS**

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

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

Diebold Election Systems, Inc. (DESI) anticipates the employment of minority businesses in the Voter Outreach and Election Support Services portion of our proposal. Diebold Election Systems, and its parent company, Diebold, Inc., make substantial purchases of services and supplies from minority owned businesses each year.

Diebold Election Systems will review, on a case-by-case basis, requests for a Minority Businesses Enterprise commitment made by any county seeking to purchase a voting system.



**III-E TECHNICAL SUMMARY**

**PRODUCT OVERVIEWS**

**DESI'S SOFTWARE DRIVEN SOLUTION**

As election officials have gained improved preparation tools through advances in technology, the focus in many cases, has moved away from the equipment in the poll to the control found lacking in election preparation. The increased complexity of elections and new election laws, together with press, candidate and voter expectations for quick and accurate results/reports, have forced a serious review of election management software.

Diebold Election Systems developed its powerful GEMS™ software to take full advantage of the integration of the AccuVote™ System, and to give complete control to the elections office. In this manner, when the voter casts his or her vote on the AccuVote, the units serve as an interface between the voter and the Ballot Layout Software created under the control of the elections office over the 60-day period leading up to the election.

Being software-driven as opposed to hardware-bound, is what makes DESI's AccuVote Voting System unique to the elections industry, and what affords our customers the unlimited flexibility and control they deserve without having to worry about obsolescence and the concerns associated with changing voting systems. The AccuVote™ Voting System brings a new level of speed, simplicity, and accuracy to both the voting process and to the task of conducting elections.

While most election equipment manufacturers focus predominantly on voting equipment, the AccuVote Voting System has been designed to streamline the entire election process. From the automation of ballot design, layout and printing, through the simplicity of the voting process, and to the speedy transmission of poll totals for timely accumulation, distribution, and certification of municipality-wide election results. DESI's seamless, integrated approach ensures ballot and system integrity.

The AccuVote-OS Voting System consists of the following integrated components:

1. The GEMS™ Election Management System—to control the election process.
2. The AccuVote™ Optical Scan (OS) Tabulator—for precinct and absentee voting.



**III-E TECHNICAL SUMMARY continued**

**The AccuVote-OS**

The AccuVote optical scan system is a precinct count voting system which provides a fast simple and secure means of conducting elections. Voters make their choices by marking an optically readable paper ballot in the privacy of a voting booth.

The voter then inserts the voted ballot into the AccuVote tabulator, which immediately reads the votes cast, adds them to the total for the precinct and drops tabulated and can them be transmitted to a host server for jurisdiction wide accumulation.

The AccuVote is programmed to automatically return an overvoted ballot to the voter. Clear verbiage indicates the reason the ballot was returned and the ballot location of the overvote.

Visible light reader technology permits voters to shade in the oval next to the candidate of choice with any standard pen or pencil. This is especially advantageous in an uncontrolled absentee-by-mail voting environment.

Ballot layout is freeform and flexible, and can be formatted in one, two, three or four columns, front and back. The standard 8.5" width also makes printing less complicated.

**GEMS™**

GEMS Election Management System includes:

- A **Windows NT-based** software package (Figure 2-4) using one integrated database, affords the election official complete control over the election process by providing a seamless approach to election management:

GEMS:

1. Automates ballot layout and programming, so one-election database programs of the AccuVote Optical Scan (OS) Tabulators used in postal absentee voting.
  2. Generates county-wide election results from precinct totals transmitted via modems to the host computer.
  3. Integrates mail ballots and election day totals for accumulation and distribution.
  4. Utilizes one powerful integrated database operating on one host fileserver. Our single integrated database and single host file server provide unparalleled control, which is not found in LAN systems with file transfer concerns. GEMS assures ballot and system integrity while producing timely and accurate election results.
- **Host Computer Hardware**—One redundant File Server with peripherals and a printer configured to operate GEMS.



### III-E TECHNICAL SUMMARY continued

- **Ballot Design and Layout**—GEMS eliminates the cumbersome task of ballot definition and layout. It takes advantage of straightforward, user-friendly Windows icons to define the election parameters and enter office and candidate data. From this information, the system automatically generates the correct ballot style for each. Thus, manual entry is eliminated, along with the mistakes and proofreading inherent in such processes. The eventual postscript file includes all ballot card identifiers, therefore eliminating the need for costly absentee ballot shells.
- **AccuVote-OS Programming**—The AccuVote-OS is controlled by a PC card type memory devices and programmed by GEMS™ with the correct ballot style information for each poll. The ballot style information used to program the memory device originates from the same database used to create the ballot. This eliminates problems associated with the transferring of files and ensures ballot and system integrity.
- **Accumulation of County-wide Election Results**—After the polls have closed, GEMS and the Host Computer can receive poll results transmitted from the poll via telephone lines. The poll results are quickly accumulated, displayed, and printed as they are received. After the final poll results have been transmitted, GEMS produces the unofficial county-wide election results. GEMS then produces the reports necessary for the certification of the election by the canvassing board.
- **Import/Export Capabilities**—Today's voting systems, while considered "stand-alone" for purposes of security, increasingly exchange data with a broad array of other applications. The voting system, which includes ballot layout, tabulation, and reporting information must exchange data with voter registration and candidate filing data bases, as well as external systems such as the Secretary of State systems, television, newspapers, and may feed other information systems such as GIS.

Diebold Election Systems' GEMS product is a mature election management software system providing extensive data import and export capabilities. The import of information from the voter registration system is essential to creating an election database from which the ballot layout process begins. GEMS is designed to allow import of data from several systems including multiple voter registration modules, candidate filing systems, and translator systems. These capabilities reduce errors, make proofing easier and often eliminate the time-consuming data entry process.

Electronic voter registration systems contain the poll and district relationships required to create the ballot style information for an election. The candidate filing systems contain the race and candidate information for an election. Voter registration totals by party exist with the voter registration system, but are used for election night reporting statistics. GEMS has built-in import capabilities for all these systems.

The export of data is also critical to the election night environment. Tally results are no longer simply hardcopy reports. Election night results now are posted on the Internet, uploaded to Secretary of State's offices, and given to newspapers and television stations electronically. Data must move fluidly between a number of systems to eliminate much of the manual entry of



**III-E TECHNICAL SUMMARY continued**

information, ensure the integrity of information, and reduce the amount of proofing required. These results must be disseminated electronically with speed and accuracy.

The following import/export systems are integrated into the GEMS software system:

1. **Standard Data Import** – This program, comprised of nine record types, takes information and relationships from the voter registration system and uses this information for the ballot layout and election database. The voter registration system will export the following information to the GEMS system, which will generate the ballots for each municipality:

- Precinct data
- District information
- Precinct/District Relationships
- Party codes
- Races
- Number of positions to Vote for
- Candidate Names
- Candidate Information
- Measure Text

GEMS will import this information, allowing applicable Headers to be added and formatting of this data to occur within GEMS. Data Entry for most of the database and ballot layout is eliminated.

2. **Voter Registration totals** - A separate interface import that provides election night reporting of voter statistics. This interface imports the number of voters by party for each poll in the State and utilizes this information to give percentages of voter turnout.
3. **Export of Election Results to Secretary of State's Office** - This interface is customized to each state and is presently operational in several states. This export capability comes standard as part of the GEMS software system.

**Automates the Election Process.** GEMS allows election administrators to easily and completely control every step of the election process, from ballot layout to election reporting.

**Diebold Election Systems has the necessary development resources for Michigan's election needs.**



**III-E TECHNICAL SUMMARY continued**

Nationwide, we employ over 400 full-time hardware and software engineers. Our staff is dedicated to developing the highest quality products possible. Our extensive engineering resources enable us to respond rapidly to market requirements with the right product technology at the right time.

Diebold Election Systems has a tradition of teaming with customers to verify that specific product development requirements are accurately met and delivered on-time.

**Diebold Election Systems has dedicated Software Support.**

Over 200 professionals staff our Integration and Service organization. These highly trained support personnel are dedicated to providing the software products that meet or exceed the specific needs of the customer.

Toward that end, Diebold Election Systems takes a “Total Solution” approach to each project, supplying a wide range of capabilities to include the following:

- Application Development
- Product Customization
- Consulting Services
- Installation Support
- System Integration
- System Training

**Diebold Election Systems provides Networking Solutions.**

We offer access to world-class communications technology, services, and consulting support. We have extensive experience in dealing with the latest technologies, to include the following:

- Dedicated Networks
- Dial-up Connections
- TCP/IP Networks
- Satellite Communications

**Diebold Election Systems provides Nationwide Support.**

We employ one of the largest service organizations in the U.S., with over 3,600 service professionals at over 400 locations. This extensive network of highly trained personnel will ensure that Diebold Election Systems provides the fast response the citizens of Michigan require and demand. DESI’s dedicated professionals are on the job 24/7/365, ready to respond to your call.



**III-E TECHNICAL SUMMARY continued**

**Diebold Election Systems provides Staff Technical Training.**

State-of-the-art technology requires expertly trained Customer Service Engineers. We believe it is critical for service personnel to remain current on all products, both old and new. That's one reason why Diebold, Inc. trains more than 3,000 staff personnel each year at our two national training centers and at training facilities worldwide.

**Diebold Election Systems provides Professional Customer Training.**

Customer education is a major element of the DESI support solution. We develop courses that are designed to meet the specific needs and requirements of our customers. Training will be available at the site(s) of your choice.

Diebold Election Systems has the requisite professionals available to meet your training needs in the field. Our factory-trained representatives will employ the latest training processes and techniques to ensure that your staff has a complete understanding and working knowledge of the systems they will operate on Election Day.

Training is also available at our National Training Centers in North Canton, Ohio and McKinney, Texas. These centers provide a classroom setting where qualified instructors reinforce the training with hands-on lab exercises conducted on operating equipment and software.

**Diebold Election Systems provides Total Payment Solutions.**

Diebold Credit Corporation (DCC), a wholly owned subsidiary of Diebold Inc., is able to finance total solutions for our customers' automated election needs (e.g., hardware, software, and services).

Since 1996, DCC has financed over \$250 million in equipment value for our worldwide customers. As such, we have become a financial leader in automated technology financing.

The election industry is rapidly changing. To ensure that we remain abreast of your present and future voting needs, Diebold Election Systems has addressed the needs of cutting-edge technology, product enhancement, improved services, professional training, and the most professional and innovative voter outreach program to ensure voting excellence for the State of Michigan well into the 21st Century.

**Phase III – HAVA Compliant Disability Voting Devices**

Following is an overview of the AccuVote-TS' ability to serve the needs of all voters and those with special requirements:

**AccuVote TS System Serves Voters With Specific Needs**

**All Voters** appreciate the AccuVote TS's bright screen with its large, easy-to-read fonts and large voting target area. Voters do not need to touch the square, but instead can touch anywhere within the



### III-E TECHNICAL SUMMARY continued

voting rectangle. All voters are served by the screen's clear indication of the voter's choices, the ease of navigation from screen to screen with a simple touch, and the summary of the voter's choices at the end. The large 15" screen size allows for multiple races on a single screen to further ease the ballot navigation process.

**Elderly Voters** are especially well-served by the responsiveness of the screen which is unmatched in the industry. In addition, they are most likely to take advantage of the MAGNIFY option. The ballot is portrayed on the screen in a very large font size but does not permit a race to wrap across more than one screen.

**Blind Voters** have reacted with enthusiasm to the AccuVote VIBS (Visually Impaired Ballot Station), which enables them to cast a secret, unassisted ballot for the first time using a simple headset and keypad that can be connected to a unit in the polling place. With the option to have the screen completely blank to ensure their privacy even with an assistant standing near by, blind voters listen to an audio ballot and make their selections with the keypad. Because most blind voters (less than 10%) know Braille, the keypad is modeled after a telephone keypad, which all blind voters can use. The 5 key, with its raised dot, is used to select and de-select candidates when their names are read.

**Voters in Wheelchairs/ Curbside Voters** find easy access to the AccuVote-TS with its fully adjustable screen angle and wheelchair accessible voting booth. If a polling place is either not accessible to, or convenient for, persons in wheelchairs, the touch screen can be detached from the booth and carried to the voter's car for curbside voting.

**Voters with Limited Dexterity** appreciate use of the AccuVote-VIBS' tethered keypad, which can be placed in their lap for use without the need to raise their arms. The AccuVote-VIBS can be configured for sighted voters with extreme dexterity limitation by offering a combination of headset and keypad to listen to and make selections while viewing the ballot and confirming their choices visually on the screen.

**Voters with Zero Dexterity** value the ability to cast a secret, unassisted ballot on the AccuVote-TS as well. The adjustable screen angle enables them to position themselves close to the touch screen. The highly responsive screen and the wide voting target enable them to vote with confidence and secrecy using a simple mouth stick. Alternatively, some voters with a complete lack of dexterity have full-time assistants. These voters may prefer to take advantage of the tethered design of the keypad. Using the audio ballot and headset with the View Screen function, the voter listens to the voting choices. The voter's assistant (or a poll worker) uses the tethered keypad to stand behind the touch screen. The voter asks the assistant to press the 5 key when he or she wants to make a selection. The voter can confirm the choice on the screen. The voter's privacy is protected because the 5 key is used for all selections and is not linked to any particular candidate or measure choice.



### III-F TECHNICAL WORK PLAN

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.

Diebold Election Systems Inc. (DESI) proposal to the State of Michigan includes our proprietary Project Review and Implementation Manual (PRIM). This is a “living” document and is updated and modified as the project moves through various phases of completion. This document reviews the following areas:

- Project Organization and Management
- Project Management Techniques
- Key Project Personnel
- Site Preparation
- Election Services and Support
- Training and Documentation
- Completion Activities
- Project Work Schedule
- Correspondence
- Sign Off Report Forms

#### **Election Services and Support Group (ESSG)**

The ESSG group is administrated from our McKinney, Texas office and provides election support for customers requiring assistance. This group is a supplement to Michigan’s on-site Project Manager and local support personnel. The ESSG group is comprised of full-time staff whose job is to provide an election support capability, training programs, and telephone support to our customers. This group can provide the following services:

- On-site Election Coverage and Support – experienced election personnel are available for on-site election support.
- Election Night Pager Support – during election cycles and when requested, DESI will have staff available via telephone, email, and/or pager to assist customers with problems.
- Election Night Software Support – DESI provides extensive software engineering support during election cycles out of McKinney, Texas and Vancouver, BC. On Election Day, there is a “hotline” available to customers. Software technical staff does not leave the support center until all customers have completed their elections.
- Ballot Layout and Design – DESI provides ballot layout service for many of our election municipalities.
- Ballot Printing – DESI provides ballot-printing services.



**III-F TECHNICAL WORK PLAN continued**

- Additional / Follow-up Training Classes
  - AccuVote™ Operations
  - GEMS Ballot Layout and Design
  
- Pollworker Training Classes
  
- Election Services and Support Help Line – (800-433-VOTE)
  - General Questions
  - Isolated Instances
  - Operational Problems
  - Problems with newly installed hardware / software
  - Requested Change Reports (RCR's)

**Local Support**

Michigan will be supported on-site by a training / project manager, who will be on-site during hardware and software installation, training of GEMS ballot layout and design, and GEMS operations, as well as additional election support personnel.

It is important to note that DESI has installed election systems into hundreds of municipalities across North America; DESI has successfully installed each account. We have experienced personnel who follow a proven plan for installation. DESI will utilize the PRIM manual as the “living” document that will guide the process. DESI assumes that Michigan’s resources will be used to install incoming phone lines, and any electrical requirements.

The Michigan server hardware will be staged at our site in McKinney and loaded with Windows NT and the GEMS application software; thus it will be a fairly simple installation when the GEMS server hardware arrives in Michigan, assuming appropriate site preparations are complete. The primary areas of system installation will be on-site preparation, equipment testing and acceptance, staff and pollworker training, voter education and site surveys of the polling locations. These will be supervised by the Michigan Project Manager.

The enclosed timeline pages were created with Microsoft Project specifically for Michigan. These pages include specific tasks, durations, resource assignments and estimated start and completion dates. DESI emphasizes that these are estimates only and need to be adjusted through mutual discussion and meetings. All aspects of this chart can be easily modified, including the task rollups and views of the calendar. This version shows months and weeks to provide brevity, but a more detailed view is available.

This response section provides a description of our administrative and technical support required to facilitate the installation, integration and cutover of all hardware and software components using AccuVote™-OS (optical scan) system. The following is our proposed plan for implementing the new voting system in Michigan. This plan would be used as a template, subject to Michigan revisions.

**III-F TECHNICAL WORK PLAN continued**

Completion of the final plan will require specifics from the State of Michigan regarding when the project would begin and the specific requirements of Michigan. However, the following plan and scheduling should be instructive.

**Project Phasing**

The project phasing has been subdivided into seven distinct sections, each representing a distinctive and identifiable phase of the project implementation life cycle. These phases include:

1. Project Planning
  - Ordering Deliverables
  - Site Preparation
2. Hardware and Software Delivery/Installation
3. System Testing and Acceptance
4. Training
5. Election Preparation
6. Election Implementation
7. Election Day to Official Results

All elections will utilize this phasing and preliminary task list to help guide the successful implementation relative to each election cycle. To provide more detailed task lists that can then be “rolled up” for convenient tracking and review, this chart can be expanded with tasks that are mutually agreed to by the State, the counties, and DESI.

DESI has formulated an experienced project team that will provide both administrative and technical support required for the installation, integration, and full implementation of the new optical scan voting system for the full implementation of the New System. Project personnel will be represented in the following project areas:

- On-site Project Manager during full implementation
- Site Planning personnel for computer and warehouse operations
- Software engineer for GEMS installation
- Application software trainer for ballot layout/accumulation/reporting
- Documentation specialist for GEMS and AccuVote-OS/TS
- Pollworker training specialist
- AccuVote-OS technicians for hardware testing and acceptance testing

The personnel will be dedicated to the AccuVote-OS implementation. Additional software engineering and training support will be applied to the computer hardware and implementation of the application software, GEMS.

**III-F TECHNICAL WORK PLAN continued**

The project implementation approach utilized by Diebold Election Systems is based on three cornerstones:

**First**, the establishment of a sound project organization and management structure, which provides effective coordination between the customer and vendor

**Second**, the development of a customer Project Team which possesses the necessary skills to accomplish a variety of tasks essential to successful implementation, and

**Third**, the application of a methodology that involves both present and future system users, which facilitates successful long-term utilization of the voting system.

DESI understands the critical nature of Project Management and an experienced project team. Having an experienced project team significantly reduces project risk. We have an excellent track record for implementation of large-scale systems, including such major installations as the State of Alaska, covering over 500,000 square miles with five regional sites. DESI's implementation of King County (Seattle), Washington involved full-time project management and programming staff to implement a new system involving 2,700 precincts. The countywide implementation in Alameda County has also been conducted with onsite, full-time project management. We anticipate the same level of support for Michigan. DESI understands large-scale implementation issues, and we have a solid track record of success. DESI will apply the necessary resources to ensure success in Michigan.

DESI will commit on-site resources to the Michigan counties from the start of project through the Term of Contract. We believe this will exceed the need for "help desk" level support. However, DESI additionally provides industry-leading support through our Election Services Group in McKinney, Texas. This service can be contacted via a toll-free number. This service provides both general "help desk" support, as well as Election Day support services.

**Election Day:** On Election Day, there is a "hotline" available to customers. In fact, we request that customers call the hotline when they are finished on election night, so that our staff will know when to leave. Software technical staff does not leave the support center until all customers listed on the election night support list have completed their elections. Michigan counties will be provided with on-site election coverage during the term of the Agreement.

The Election Services Group comprised of software and hardware technical engineers in McKinney, Texas handle calls received from customers. In addition to the central toll-free number, most technical staff carries cell phones or pagers. All Project Managers carry cell phones, so they are constantly available to their assigned client sites.

In order to track calls effectively, the Election Services Group maintains a daily log of all telephone calls received. A description of the problem, time of the call, and name of municipality and caller are logged. These logs are used to ensure that customer problems are prioritized and handled as quickly as possible.



### III-F TECHNICAL WORK PLAN continued

Calls received usually fall into one of seven general categories. How a call is handled is determined by the nature of the call. The assigned Project Manager can resolve some problems; the technical staff must manage others.

**The seven general categories into which calls fall are described below:**

**Questions:** DESI representatives answer general questions about products at the time of the initial call, if possible. If the answer requires research, the user is called back as soon as an appropriate response is known. In most cases, questions are answered on the same day that the call is received, and often at the time of the initial call for service.

**Isolated Incidents:** Infrequently, isolated incidents are reported where a program does not function as it was designed. When a user calls to report such an incident, the incident is logged and the user is asked to call back if the incident reoccurs.

**Recurring Problems -- No Programming Changes Required:** Problems of this nature are resolved by “dialing into” a site and making any changes necessary to correct the problem. DESI representatives make these changes with the help of their technical staff. If possible these corrections are made on the same day that the problem is reported.

**Recurring Problems Requiring Programming Change:** Problems of this type can only be resolved by making a programming change. These problems are referred to DESI’s technical staff within the Research and Development Unit, and users are called back and given an estimated correction date.

**Critical Problems Requiring Immediate Attention:** A problem that brings a system down requires immediate attention. The appropriate staff is advised as soon as a problem of this nature is reported. Project and technical staff work together on the problem until it is resolved.

**Problems Associated with Installation of New Software/Hardware:** Installation of new software/hardware sometimes causes unexpected problems. These problems are dealt with as soon as they are reported. The Project Manager is responsible for the successful installation of the new software and hardware. Any problems in this area are handled by the Project Manager who may refer these problems to other DESI specialists.

**Requested Change Reports:** If the DESI representative handling a call becomes aware that the customer reporting a problem is in reality describing how he/she wishes the software/hardware worked, the call is categorized as a REQUESTED CHANGE REPORT (RCR). RCRs are suggestions on how to improve DESI products. The DESI representative documents these suggestions, the customer is informed, and the RCR is referred to appropriate DESI staff for consideration. RCRs are also referred to DESI’s user community via a customer survey to further qualify the request for possible action.

DESI provides immediate response to customer calls via Project Managers and the McKinney office between 8:00 a.m. and 5:00 p.m. central time and the Vancouver support office between 8:00 a.m. and 5:00 p.m. pacific standard time. The Vancouver office has staff available for immediate response if a



### III-F TECHNICAL WORK PLAN continued

problem is critical. Otherwise, a call to the Project Manager or Election Services Group in McKinney will be returned as quickly as possible.

#### **Scope of Work**

##### Project Planning

Much of this planning phase will be the creation of the Project Review and Implementation Manual (PRIM) document which acts as a “living” document, containing guidelines for implementation, task lists, schedules, sign off sheets, etc. This document will expand and be modified to include Quality Management documentation relevant to system hardware and revisions of software and hardware as installed.

The goal of the Requirements Planning Phase is to clearly define the scope and purpose of the Precinct Optical Scan implementation project by phase and election cycle. During this phase, we will review the existing systems in Michigan, study the work to be performed and identify all relevant additional hardware and software requirements.

The aim of this phase is to document a high-level design of the System focusing on areas that are unique to Michigan. During this phase, all major system functions and data flows are identified, and designs are reviewed and agreed upon for all interfaces. The three main documents that come out of this phase are:

1. **Functional Design Document**
  - High Level Description of overall design
  - Description of all processes relevant to the Optical Scan systems
  - Data flow diagrams and descriptions of all data paths
  
2. **Interface Control Documents**
  - Description of interface to Voter Registration System
  - Definition of interface requirements
  - Documentation of interface design
  
3. **Software Test Plan**
  - Description of all testing to be performed
  - Preliminary testing schedules
  - Assignments of testing responsibilities
  - Testing control procedures
  - Descriptions of test cases

This phase is understood to be an iterative process. A primary output of the Requirements Planning is the PRIM, which will include facility review for telecommunications, electrical requirements, storage space, shelving, and work space requirements, as well as software development items such as specialized reporting requirements or interfaces to external systems.



### III-F TECHNICAL WORK PLAN continued

Delivery and review of the PRIM document serves as a milestone to mark the end of the Requirements Planning phase. This meeting is held to formally review the proposed PRIM design and approach and all software requirements before the team moves on to the next phase of the project.

**Phase 1B. Ordering Deliverables** – this phase involves administratively creating the orders and paperwork necessary to acquire all:

- GEMS Hardware and system software
- AccuVote-OS equipment and cabling
- GEMS Software
- Documentation
- Installation Services

**Phase 1C. Site Preparation** – During this phase we will conduct site surveys to begin the process of ensuring that each location has appropriate shelving, workspace, electrical, and telecommunications. This phase will involve representatives from all segments of the project; include data processing, telecommunications, representatives from the remote satellite sites, warehouse personnel and Michigan election staff.

**Phase 2. Hardware and Software Delivery/Installation** – During this phase DESI will provide the resources to assist with initial testing on all computer hardware, system software, application software, and vote tabulation hardware.

**Phase 3. System Testing** - Integration testing involves the close examination of groups of related computer programs and system processes that are the building blocks of the System. Some people refer to this as “string testing” or “chain testing”. Each major piece of the software system must pass two separate tests.

The Acceptance Test Plan will be in a matrix form as specified by the Counties, although this is essentially a checklist of items and inter-relationships that must be tested and reviewed. This matrix will include, but not be limited to the following areas of testing:

#### **Preparation of system hardware and software to count ballots and produce election reports.**

1. Ability to program precinct memory devices
2. Ability to program optical scan ballots
3. Ability to print appropriate data and status reports regarding status of election and memory cards

#### **Opening the polls.**

1. Ability to print zero report for candidate totals
2. Ability to function in precinct setting



**III-F TECHNICAL WORK PLAN continued**

**Casting and counting ballots.**

1. Multi-lingual capability
2. Ability to verify ballot typing and correctness
3. Ability to record write-in votes
4. Ability to handle recall logic
5. Party special voting options

**Closing the polls.**

1. Ability to produce voting data summary reports
2. Ability to produce multiple copies as required

**Produce voting data reports.**

1. Ability to summarize results in the polling place
2. Ability to print Statement of Votes Cast, Summary, and Precinct reports

**Produce audit data reports.**

Ability to produce audit records for relevant phases of the election and election preparation process including: voting and ballot counting tests. Demonstration of ability to preserve and maintain centralized archival record of all elections. After the election is over and has been certified, it is necessary to archive the election materials for some predetermined time. Using the GEMS software, the following items may be archived:

- The election definition.
- The absentee ballots that were returned.
- The result files generated by the GEMS software during the scanning of the absentee ballots.

**Hardware Testing**

This phase involves both computer installation with appropriate electrical and telecommunications testing, as well as the hardware testing of each AccuVote-OS unit. Testing will be audited with printed reports from each AccuVote-OS unit, specifically showing a serial number, date, and time associated with the hardware test and initial application test. This audit trail will provide confirmation that each unit is operational and able to conduct the functional requirements of an election.

This testing will include:

- AccuVote-OS Hardware Testing
  - Operating system check
  - Hardware Diagnostics
  - Printer test
- GEMS hardware testing / software load
- Telecommunications / Modem tests for central CPU, if applicable
- Central Count test (AccuVote-OS) optical scan system, if applicable



**III-F TECHNICAL WORK PLAN continued**

Prior to the GEMS software being installed in Michigan, the computer hardware will be staged in McKinney, Texas for software integration and testing.

**System Functional Testing**

This phase of testing will replicate the chronological steps involved in preparing and running an election, from database creation through the official canvass. DESI will create a sample election database for this purpose. The quantities of these functional tests will have to be discussed during the installation process

to ensure that a reasonable functional test is being accomplished. The Functional Testing Matrix would be composed of a checklist incorporating the following items, as well as other mutually agreed upon requirements:

- GEMS database creation
- GEMS ability to create Optical Scan Ballots
- GEMS election specific memory card creation
- AccuVote-OS optical scan units
- Ability to create automated testing routines for AccuVote-OS
- Testing Telecommunications at Central and Regional Sites
- Testing AccuVote-OS with election specific data
- Opening polls (verifying ballot type, printing zero report)
- Casting ballots (provisional voter, canceling ballots, write-in voting)
- Printing Results Tapes
- TeleResults from Polling Place to Regional/Central Sites
- Regional Site upload to central host GEMS system
- Printing of 1% ballot images
- Reviewing and Verifying audit trails
- GEMS Statement of Votes Cast, Summary, and Precinct Reports
- Export of Results

**Phase 4. Training** – Training shall consist of three courses of instruction: (a) Elections Staff Training, (b) Pollworker Training, and (c) Voter Training. These will be tailored to meet the specific requirements of each group. Training support shall include the provision of qualified training personnel and materials to assure that each training course has been successfully completed.

**Elections Staff Training**

Elections Staff Training will include all aspects of system preparation, pre-election testing, equipment installation and operation, voting and audit data report generation and processing, post-election testing, and preparation of equipment for storage.

DESI training is conducted on-site at locations and times arranged and mutually agreed to by the State of Michigan. Training classes are conducted based on the application. That is, there are three major training areas:

1. GEMS application software
2. AccuVote-OS hardware
3. Pollworker classes



**III-F TECHNICAL WORK PLAN continued**

Each class is geared to the appropriate staff that will be conducting the work with the system. Each municipality is unique; this means that DESI will accommodate the training to the specific needs of Michigan counties. All our trainers and project managers have election expertise and background and are able to gear training to the specific needs of Michigan.

**Phase 5 - Election Preparation:** This phase is comprised of the action items and tasks associated with the preparation that begins well before the actual election is implemented. This includes the data entry into the voter registration system that will later be imported into GEMS. This also includes setting up the GEMS election parameters, headers, artwork, proofing of ballots, printing of ballots, and last checks of hardware.

The Project Timeline provides a detailed task list with scheduling of election preparation items to be accomplished for the schedule task list.

**Phase 6 – Election Implementation:** This phase includes the creation of AccuVote-OS devices for the polls, running logic and accuracy tests, preparing the reporting formats for Election Day as well as pollworker classes.

**Phase 7 - Election Day to Official Results:** This phase of the task list includes tasks for troubleshooters, regional site managers, central site testing of Java Internet scripts, and general troubleshooting of polls during the day. Additionally, canvassing tasks, recounts, and completing final SOVC reports are included in the post election processing.

Kick-off/Coordination Meeting	1 Day
Coordination Meetings	As needed
Unit Acceptance Testing	15 minutes per unit
EMS Server Install/Test	2 Days
GEMS Training	5 Days
Election Staff Training	5 Days
Poll Worker Training	3 Hour classes, 25 attendees per class, 5 poll workers per polling location
Site Surveys	30 minutes per polling location
Election Support:	
Logic & Accuracy Testing Support	15 minutes per unit
Election Day Support	3 days



**III-G PROJECT MANAGEMENT PLAN**

**Overview and Philosophy**

The DESI approach is based on three cornerstones:

- (1) the establishment of a sound project organization and management structure which provides effective coordination between the customer and vendor,
- (2) the development of a customer Project Team which possesses the necessary skills to accomplish a variety of tasks essential to successful implementation, and
- (3) the application of a methodology, using project checkpoints and milestones, that involves both present and future system users and which facilitates successful long-term utilization of the voting system.

**Diebold Election Systems Project Management Structure**

Diebold Election System' (DESI) project team consists of the **Director of Customer Service, the Regional Sales Manager, a Project Manager Director, a Project Manager or Project Coordinator, IT/Product Support, Training Staff, Staffing / Subcontract Management, Service Bureau** and other staff as required during the implementation and election support. The underlying principle of this framework is to provide rapid, timely, and accurate information to both DESI and customer personnel responsible for making decisions and policy. Additionally, this structure provides the flexibility required in order to accommodate unforeseen changes while delivering the highest quality of implementation and training services.

DESI's approach is to establish two levels of project management. At the first level the **Project Manager or Project Coordinator**, is responsible for the overall management of the implementation. The **Project Management Director** at the Project Management Office is responsible for ensuring that milestones are being met and available to support the project manager / coordinator through the project plan.



**III-G PROJECT MANAGEMENT PLAN continued**

The overall on-site responsibility is vested in the Project Manager / Coordinator. This person coordinates each major project activity or phase and will be responsible for attending meetings as necessary, updating the PRIM, and attending Project Status Meetings. Diebold Election Systems will select a Project Manager / Coordinator and review this person's credentials with the City, before permanent assignment during the Implementation Program. The Project Manager will coordinate a major portion of the work, and will assign staff during various phases of the project as appropriate. The Project Manager is uniquely qualified to provide coordination for the DESI Project Team. The Project Manager will have the ability and authority to request and obtain additional personnel for the project as needed to perform specific tasks and/or training activities. It has been our experience that this approach lends itself to more effective lines of communication and project control, while at the same time insuring a quality effort.

**Customer Organization**

The implementation of an OPTICAL SCAN voting system will impact the manner in which the city election staff conducts their activities. Therefore, it is necessary at an early stage in the project to begin incorporating new philosophies and enlist the cooperation of key personnel throughout the election environment whose responsibilities will be affected by the new system.

DESI's experience in projects of this type has shown that the committee/individuals involved in the selection of the new voting system represent only a portion of those persons whose involvement is subsequently required for the successful implementation of that system. Therefore, our approach to a successful implementation also involves the joint production of a detailed **Project Review and Implementation Manual (PRIM)**, which serves as a mutually agreed upon method of overall installation activities. This process will also serve to assist the user to structure its staff requirements, and achieve the best utilization of its own resources.



**III-G PROJECT MANAGEMENT PLAN continued**

The role of the Customer’s Project Team (comprised at a minimum of a Team Leader with decision-making authority and other key members of the staff as appropriate) in the implementation process has several purposes:

- (1) Provide expertise to DESI’s Project Manager during review of the design phase of the project.
- (2) Provide review of the phased development and installed products as they are available for testing.
- (3) Review of the various documentation sets, such as the AccuVote-OS Hardware Guide, or the AccuVote-OS User’s Guide.
- (4) Finally, to serve as the focal point for consensus-building within the organization.

**THE PRIM**

This document contains tools, schedules, overviews, as well as task descriptions and schedules. Additionally, it will be updated with trip logs, task sign-off documents, acceptance documents, and a variety of other project tracking tools. It is, in this sense, a “living” document that will be updated and modified as the project progresses.

The **Project Review and Implementation Manual (PRIM)** is a detailed document jointly prepared by DESI’s representatives and the customer, and agreed upon by signature, which serves as the primary model for all installation activities (milestones, time lines, events, tasks, subtasks, etc.). The **PRIM** shall include, but may not be limited to the following: (a) Project Organization and Management, (b) Contract Documents, (c) Project Work Schedules, (d) Site preparation, (e) Election Services and Support, (f) Training Activities/Schedules/Locations, (g) Project Work Schedules, and (h) Completion Activity Checklists.

DESI believes that in an event-driven application such as the administration and conduct of elections, a **PRIM**, jointly prepared and agreed upon, is absolutely vital to the overall success of the installation of the voting system.



**III-G PROJECT MANAGEMENT PLAN continued**

**PRIM Review**

The Project Team performs work through a series of regularly scheduled meetings. Monthly and bi-monthly meetings will be attended by DESI, as well as informal meetings with the customer's Project Director and selected staff, which are called for the purpose of reviewing and approving the Project Control Document and the User documentation. DESI will respond to questions from The State of Michigan's Project Team by explaining system functionality and implementation options available. The group then discusses various approaches which best satisfy the needs of the Department(s). Through the continued give-and-take of these sessions, the Project Team becomes familiar with DESI's GEMS software and the AccuVote-OS voting system. These meetings will provide project control points and assist the overall project delivery by a cooperative decision making process on such issues as:

- Tailoring of system/software through system tables and screens
- Responsibility for data entry
- New departmental procedures required
- Redesign of existing forms for use with the AccuVote-OS or GEMS software system as it is integrated with The State of Michigan's election process
- Modifications required to work flow within the department
- Scheduling (phasing) of training and installation

The early and continued involvement of supervisory personnel in the Project Team is a vital link in the project's ultimate success. Implementation of the AccuVote-OS and GEMS software system will bring about major changes within the Elections Division. Since the credibility of the system rests upon the data entry function being completed in an accurate and timely manner, the Elections Administrator must be thoroughly knowledgeable concerning system operation prior to data entry training in order to allow sufficient time for study and planning of the changes required in workflow and job responsibilities within the Elections Division.



**III-G PROJECT MANAGEMENT PLAN continued**

**Consensus Building**

An additional purpose for, and the benefit of, informal discussions within the Project Team is to provide the eventual user with a sense of both participation and shared responsibility for implementation of the system. When a functional manager is directly involved in the installation process, he/she will develop a sense of pride and possession for the system. The feeling of shared responsibility contributes to the success of implementation.

We have found that customer participation is the most effective method of resolving the uncertainties of functional or procedural change, which accompany projects of this nature.

Building a high degree of consensus among system users is perhaps the key to developing a successful shared information system. Such consensus does not mean the functionality of the final system installed will be arrived at unanimously or through a process of majority vote. However, this methodology will ensure that each future user is accorded full opportunity to identify and define his or her needs throughout the course of the project, in private and in meetings, and that his or her views are considered in light of rational discussion.

The ultimate result of this process will be a sense of positive acceptance, and a department-wide desire to bring a new electronic voting system to fruition.

An approach grounded in the process of consensus building is mandatory for a system expected to serve a politically diverse electorate. DESI's commitment to extensive on-site time will facilitate this process of consensus-building by enabling close and continuing personal interaction among the vendor, the Customer's Project Team members, and all future system users.



**III-G PROJECT MANAGEMENT PLAN continued**

This approach is expected to facilitate the successful completion of the project for two important reasons:

1. Practicality dictates that the knowledge and abilities of the operating personnel expected to use the system are utilized during the installation and training phases.
2. It is expected that through the process of sharing in the total effort, the prospective users of the system will develop a common frame of reference or focus.

This project management structure also serves to provide a two-way communications channel within the Department, bringing concerns and questions from throughout the organization to key personnel, and taking accurate and current information back to all members of the organization.

**Human Resources Matrix**

The Human Resources Matrix can be used as a method to select and organize your project team. This allows the Project Manager to identify specific skills and interests of various Department members, and may aid in making assignments for the various tasks involved.

**PROJECT MANAGEMENT TECHNIQUES**

The preceding section stressed the importance of a sound organizational structure to the successful completion of the project. The following paragraphs describe other management techniques that DESI intends to utilize to ensure successful conduct of this project.

**Periodic Project Meetings**

DESI's staff participates in technical exchange meetings with the department Project Team and with any other staff so the Customer Project Director can be apprised of the project, and any problems that may have arisen.



**III-G PROJECT MANAGEMENT PLAN continued**

These meetings will address the following:

- (1) Overview
- (2) Highlights for the period
- (3) Plans for next period
- (4) Issues/Risks
- (5) Outstanding Change Requests
- (6) Updated Detailed Project Work Plan

**Reporting Procedures**

The Customer and DESI will jointly establish the necessary review procedures to assure that the entire project is proceeding as according to the phased timelines as finally established at the time of contract execution.

These review procedures will include:

- 1. Periodic written reviews of the project at specified intervals.
- 2. Completion review on all phases of the project will be conducted at the completion of each phase and/or tasks.

**Implementation Schedule**

The draft implementation schedule contained in Section 7 of the PRIM addresses separately each of the phases to be installed.

The final project schedule will be the result of agreement between DESI and the agency.

**Task Breakdown and Assignments**

Included at the end of PRIM Sections 3, 4, and 5 are Task Breakdown and Assignment sheets. Section 7 includes a chart of major task items for the full citywide implementation.

At a minimum, DESI recommends that the customer update or amend the time chart to show **all** tasks associated with the project, not just ones specifically relating to DESI's portion. For example, some election departments remodel computer rooms, acquire new computers and printers, revise report forms, re-district, and combine precincts etc., at the same time they are changing or modifying voting systems.



**III-G PROJECT MANAGEMENT PLAN continued**

A Master Plan, which is designed by both DESI's Project Manager and the Customer Project Director, will give both parties a complete overview of the entire process, including task dependencies. This structure provides a method for all parties involved to anticipate delays or diversions, which may affect the overall implementation schedule.

**SITE PREPARATION CHECKLIST**

The selection and layout of the Server computer site requires careful consideration since physical improvements may, in some cases, be necessary before the equipment can be installed. Whenever possible, the assistance of site planning personnel and other appropriate staff should be utilized during this planning function to clarify both present and future requirements.

Following is a list of considerations to be evaluated by the Department during the site preparation process. No attempt has been made to categorize them as the mandatory requirements versus optional features, or to prioritize them as to their importance.

1. Electrical:

- Uninterruptible Power Supply (UPS)
- Convenience outlets (computer and AccuVote storage locations)
- Power for computer/printer/modems
- Warehouse Requirements for unit charging

2. Cabling:

- Location of workstation / monitor and printer
- Distribution panel in Computer room, if required
- Extra cables for modems/Digiboards etc.
- Cabling at each remote location for modem connection  
(if applicable)



**III-G PROJECT MANAGEMENT PLAN continued**

3. Communications:

- Telephone lines: both to external computer and for modem/voice communication
- Modems: Early Voting connection to Voter Registration System (if applicable)
- Modems: Diagnostics and for TeleResults (if applicable)
- Connections between GEMS computer and backup server (if applicable)

4. Miscellaneous Features:

- Storage for AccuVote-OS units / voting booths
- Physical security requirements, i. e., alarms, access, etc.

**TELEPHONE EQUIPMENT REQUIREMENTS**

Telephone equipment requirements are as follows:

1. One voice grade telephone line available and accessible to each computer for use by DESI and the Department. This phone would be used for voice only and **MUST** be easily accessible while working on computer.

**CUSTOMER SERVICE**

**Introduction**

The execution of a contract with DESI signals a major change in the relationship between The State of Michigan and DESI in the sense that it marks the introduction of new and additional personnel from DESI. The new personnel will represent the Customer Service Group at DESI, as well as members of the software development group. From this point on, the actual installation of the voting system, training of users, maintenance of software and assistance with hardware and software will be provided by the Customer Service Group at DESI, and will be directed by the Project Manager in conjunction with information provided by the primary Sales Representative on the account.



**III-G PROJECT MANAGEMENT PLAN continued**

The Customer Service Group is managed by the Director of Customer Services, and is comprised of three units as follows:

1. Field Operations Unit
  - Project Managers
  - Application Training Specialists
  
2. Customer Service Help Line
  - Customer Support Specialist
  
3. Service Bureau
  - Election Programming
  - Audio Recording
  
4. Election Services
  - Absentee Ballot and Envelope Printing Services

**Field Operations Unit**

This unit is responsible for the successful installation of systems and training at customer sites. Staff members of this unit are usually the first to visit your department after the sales and negotiation process is concluded, and will spend a significant amount of time at your location working directly with various members of the department during the implementation, installation and training process.

The Field Operations Unit staff is comprised of highly qualified election professionals with extensive backgrounds in the elections field. Their role is to provide on-site consulting and management services during the early stages of the project, followed by operational training and instructional services in such areas as:



**III-G PROJECT MANAGEMENT PLAN continued**

- Overall project management
- Coordinating installation of hardware and software
- Reviewing operational requirements of the customer
- Planning the installation
- Instructing the customer on use of DESI products
- User training for DESI products
- Resolving operational and procedural issues

Once the system has been fully implemented, the Field Operations Unit provides the customer with continuing, long-term support, as required by contract, in the form of its assigned Project Manager plus any other personnel deemed appropriate.

**Customer Service Help Line**

The Customer Service Help Line, staffed by a trained Customer Support Specialist during regular business hours, is designed to serve as a central point of contact during those period of time when the Project Manager or Application Training Specialist is not on site. (Please see the section in this Section entitled “Telephone Support Procedures” for specifics).

**Service Bureau**

This organization is available to provide expert custom programming of your optical scan and touch screen ballots. In addition, professional audio studios are available for audio recording.

**Election Services**

The Election Services group provides state of the art digital printing capabilities for your absentee ballot needs. A huge advantage of this system is the delivery of pre-filled test desks to the customer for use in pre-election testing. In addition, this organization can provide a total vote by mail solution to the customer through the delivery of printed envelopes and may include insertion at the customer’s option.



**III-G PROJECT MANAGEMENT PLAN continued**

**Solving Problems and Requesting Changes**

DESI has implemented standard procedures for use by customers in reporting system problems. Anomalies are quickly categorized and prioritized by DESI so as to respond and react in the shortest amount of time possible. In general terms, anomalies are classified in one of three categories: (1) hardware (AccuVote tabulators or host computer system), (2) software (system software, application software or firmware), and (3) operational (which may include procedural solutions to perceived system problems).

**Hardware**

The key to quickly resolving any problem is DOCUMENTING AND REPLICATING THE ANOMALY. In the case of a malfunctioning tabulator, it is important to document the anomaly and report it to the Customer Service Help Line or the Project Manager for resolution. If a problem exists with the host computer system the jurisdiction may be advised to contact the hardware manufacturer for service, if appropriate. In either case, the user has two main points of contact to resolve problems. These are the Customer Service Help Line and/or Project Manager.

**Software**

Reproducing a software or firmware problem first requires that the user document the problem. Often it is not sufficient to simply report that “the system does not work” or “that command did not execute.” The user must provide sufficient information that DESI can replicate the problem. Without sufficient information, the problem cannot be positively identified and corrected in a timely manner, especially if it is being handled from a remote location such as the Customer Service Help Line.

When problems are encountered with the operation of the system, the customer should, if time permits, document the problem with a SYSTEM PERFORMANCE REPORT (**SPR**). The **SPR** is verbally transmitted, sent via email or faxed to the CUSTOMER SERVICE Help Line. A follow-up call outlining a plan of action to solve the problem will be made back to the customer.



**III-G PROJECT MANAGEMENT PLAN continued**

**Operational**

Often questions arise over perceived hardware and/or software problems, which may, in fact, be resolved with procedural solutions. Again, documenting and replicating the problem is critical to resolving the issue quickly. DESI's CUSTOMER SERVICE Help Line and/or the Project Manager assigned to your account provide two points of contact for the user.

**CUSTOMER SERVICE Help Line  
(Telephone Support Procedures)**

This section describes the procedures followed by DESI's Customer Service Group in handling calls received from customers. In order to track calls effectively, a daily log is maintained of all telephone calls received. A description of the problem, time of the call, and name of jurisdiction and caller are logged. These logs are used to ensure that customer problems are prioritized and handled as quickly as possible.

Calls received usually fall into one of seven general categories. How a call is handled is determined by the nature of the call. The Project Manager or the Application Training Specialist can resolve some problems, while the technical staff must manager others. The seven general categories into which calls fall are listed and described below:

**Questions**

DESI representatives answer general questions about products at the time of the initial call, if possible. If the answer requires research, the user is called back as soon as an appropriate response is known. In most cases, questions are answered on the same day that the call is received, and often at the time of the initial call for service.



**III-G PROJECT MANAGEMENT PLAN continued**

**Isolated Incidents**

Infrequently, isolated incidents are reported where a program does not function as it was designed. When a user calls to report such an incident, the incident is logged and the user is asked to call back if the incident reoccurs.

**Operational Problems – Resolved by Procedural Solutions**

As previously noted; questions often arise over perceived hardware and/or software problems which in reality and in fact, may be resolved with procedural solutions. Many times, however, the call may require the customer support specialist to “dial into” a site (particularly if it is software related) to validate the problem. If it is determined that the anomaly requires a programming change, the call is upgraded and the technical staff is immediately advised.

**Operational Problems Requiring Programming Change**

Problems of this type can only be resolved by making a programming change. These problems are referred to DESI’s technical staff within the Research and Development Unit, and users are called back usually within 24 hours and given an estimated fix date.

**Critical Problems Requiring Immediate Attention**

A problem that renders the system inoperable requires immediate attention. The appropriate staff is advised as soon as a problem of this nature is reported. Project and technical staff work together on the problem until it is resolved.

**Problems Associated with Installation of New Software/Hardware**

Installation of new software/hardware sometimes causes unexpected problems. These problems are dealt with as soon as they are reported. The Project Manager is responsible for the successful installation of the new software and hardware. The Project Manager, who may refer these problems to other DESI specialists, handles any problems in this area.



**III-G PROJECT MANAGEMENT PLAN continued**

**Requested Change Reports**

If the DESI representative handling a call becomes aware that the customer reporting a problem is in reality describing how he/she wishes the software/hardware worked, the call is categorized as a REQUESTED CHANGE REPORT (RCR). RCRs are suggestions on how to improve our products. The DESI representative documents these suggestions, the customer is informed, and the RCR is referred to appropriate DESI staff for consideration. RCRs are also referred to DESI's user community via a customer survey to further qualify the request for possible action.

**USER TRAINING**

DESI employs a comprehensive user-training plan. User training generally falls into three categories: (1) customers with AccuVote tabulators only, who choose DESI's Service Bureau for programming services, (2) customers with AccuVotes who also desire to use TeleResults, but choose to use DESI's Service Bureau for programming services, and (3) customers with AccuVotes (TS and/or OS) and full GEMS application software on site.

Additionally, the user-training program is partitioned by function, i.e., hardware training activities and software training activities.

Later in this section, detailed event and trip logs are included which highlight training activities to be accomplished, depending upon the level of implementation desired by the customer. Specific training manuals and documentation back up these logs, which are used to complete that actual user training.

**PROJECT WORK SCHEDULE**

**Introduction**

This section contains a series of project activity checklists that are designed to ensure that the major milestones and tasks have been assigned, addressed and completed. The checklists are divided into the following major categories: (1) Selection of Project Team, (2) Operations Analysis, (3) Hardware Related



**III-G PROJECT MANAGEMENT PLAN continued**

Issues and Items, (4) Software Related Issues and Items, and (5) Training Related Issues and Items, among others.

To ensure continuity, the user and DESI's Project Manager shall create specific timelines jointly.

**Implementation Plan and Schedule**

The following is DESI's proposed plan for implementing The State of Michigan's AccuVote - OS system Implementation. The plan includes an Acceptance Test Plan (ATP). In addition, the plan includes a detailed schedule indicating how DESI will ensure adherence to the timetables. Included in this discussion is a draft explanation of activities and deliverables required to implement the system.

**PROJECT PHASING**

The New System project phasing has been broken into eight distinct sections, each representing a distinctive and identifiable phase of the project implementation life cycle. These phases include:

- Requirements Planning
- Ordering Deliverables
- Site Preparation
- Hardware and Software Delivery/Installation
- System Testing
- Training
- Election Preparation
- Election Day to Official Results

All elections will utilize this phasing to help guide the successful implementation relative to each election cycle. This list, mutually agreed to by the City and DESI, can be expanded with tasks to provide more detailed task lists that can then be "rolled up" for convenient tracking and review.

**SCOPE OF WORK**

**Phase 1 - Requirements Planning**

This phase will include planning and mark the initial updating of the **PRIM** which acts as a "living" document, containing guidelines for implementation, task lists, schedules, sign off sheets, etc. This document will expand and be modified to include Quality Management documentation relevant to system hardware and revisions of software and hardware as installed.



### **III-G PROJECT MANAGEMENT PLAN continued**

The goal of the Requirements Planning Phase is to clearly define the scope and purpose of the OPTICAL SCAN implementation project by phase and election cycle. During this phase, DESI reviews existing systems, studies the work to be performed by the proposed system, and identifies all outstanding hardware and software requirements.

- Functional Design Document
- High Level Description of overall design
- Description of all processes relevant to OPTICAL SCAN
- Interface Control Documents
- Description of interface to Voter Registration
- Documentation of interface design
- ATP Software Test Plan
- Description of all testing to be performed
- Preliminary testing schedules
- Assignments of testing responsibilities
- Testing control procedures
- Descriptions of test cases

This phase is understood to be an iterative process. A primary output of the Requirements Planning is the submitted PRIM, which will include facility review for telecommunications, electrical requirements, storage space, shelving, and work space requirements, as well as software development items such as specialized reporting requirements or interfaces to external systems.

Delivery and review of the PRIM document serves as a milestone to mark the end of the Requirements Planning phase. This meeting is held to formally review the proposed PRIM design and approach and all software requirements before the team moves on to the next phase of the project.

#### **Phase 2 - Ordering Deliverables**

This phase involves administratively creating the orders and paperwork necessary to acquire all:

- GEMS hardware and system software Central Site
- GEMS Software
- *AccuVote-OS* Touch-Screen Hardware
- Encoders
- Memory Cards
- Voter-Cards
- Documentation
- Installation Services



**III-G PROJECT MANAGEMENT PLAN continued**

**Phase 3 - Site Preparation**

During this phase DESI will work with The State of Michigan to verify that all site surveys of the central computer, and the warehouse operation to begin the process of ensuring that the location has appropriate shelving, workspace, electrical, and telecommunications. This phase will involve representatives from all segments of the project; include data processing, telecommunications, warehouse personnel, and election staff.

**Phase 4 - Hardware and Software Delivery/Installation**

During this phase DESI will provide the resources to install and conduct initial testing on all computer hardware, system software, application software, and vote tabulation hardware.

**Phase 5 - System Testing**

This section outlines the methodology to be used for the ATP integration phases. Integration testing involves the close examination of groups of related computer programs and system processes, which are the building blocks of the New System. Some people refer to this as “string testing” or “chain testing.” Each major piece of the software system must pass two separate tests. The first test verifies inter- program communication links and connections with external interfaces. The second test confirms that the process performs the functions specified in the high-level design documentation. Integration testing is performed in several stages, with progressively larger groups of programs being tested in each major state. After each “building block” of programs is fully tested, it is grouped with other related processes until all major components of the system have been independently tested.

**Acceptance Test Plan**

The Acceptance Test Plan is included in System testing as the phase of the implementation where everything comes together - all major building blocks of the system are coded and tested, and the implementation team is ready to examine the operation of the system as a whole. System testing is conducted in a simulated operating environment, on the target processor, and with data from actual databases and interfaces.

Once the Acceptance Test Plan has been completed, the implementation team conducts a Software Acceptance Review during which all test results are examined. At this time, based on the parameters of the Final Agreement, DESI will submit the Acceptance Letter, and a City representative may sign a formal acceptance of the system, granting permission for the installation of the software in the live operating environment.

The requirements of the Acceptance Test Plan will need to be mutually agreed upon during design review. The ATP Matrix of Requirements will be in two forms, one reflecting the Hardware Testing and a separate System Functional Matrix based on the software functional requirements of the New System.

The ATP matrix will distinguish between hardware (repetitive testing) and software (functional testing). In effect the ATP will incorporate some matrix elements, which need to be done to each piece of AccuVote-OS hardware, while other matrix requirements, which are software based, will need to be demonstrated only once (or at least a limited number of times).



**III-G PROJECT MANAGEMENT PLAN continued**

In summary, some elements of the Requirements Matrix of the ATP will be functional demonstrations using the GEMS software and a single (or several) AccuVote-OS unit(s). While the Hardware testing would include all AccuVote-OS units. The ATP will be customized based on the agreed upon requirements and how they can best be demonstrated.

The ATP will be incorporated into the PRIM and will be signed off by City personnel as individual steps are performed.

The Acceptance Test Plan (ATP) will be in a matrix form as specified by the City, although this is essentially a checklist of items and inter-relationships that must be tested and reviewed. This matrix will include, but not be limited to the following areas of testing:

Preparation of system hardware and software to count ballots and produce election reports.

- Ability to program precinct/poll memory cards
- Ability to program voter cards
- Ability to program opscan ballots for Absentee voting
- Ability to print appropriate data and status reports regarding status of election and memory cards
- Ability to consolidate precincts

**Opening the polls.**

- Ability to print zero report for candidate totals
- Ability to function in precinct or early voting setting

**Casting and counting ballots.**

- Multiple Ballot display screens
- Multi-lingual capability
- Ability to verify ballot typing and correctness
- Ability to record write-in votes
- Ability to handle recall logic
- Straight Party special voting options

**Closing the polls.**

- Ability to produce voting data summary reports
- Ability to produce multiple copies as required

**Produce voting data reports.**

- Ability to summarize results in the polling place
- Ability to transfer totals from each unit to an accumulating device
- Ability to transfer totals from the accumulator to the central site
- Ability to accomplish secure electronic transfer of vote data from the polling place
- Ability to print Statement of Votes Cast, Summary, and Precinct reports



**III-G PROJECT MANAGEMENT PLAN continued**

**Produce audit data reports.**

- Ability to produce audit records for relevant phases of the election and election preparation process including: voting and ballot counting tests

**ATP-1: Hardware Testing**

This phase involves both computer installation with appropriate electrical and telecommunications testing, as well as the hardware testing of each AccuVote-OS unit. Testing will be audited with printed reports from each AccuVote-OS unit, specifically showing a serial number, date, and time associated with the hardware test and initial application test. This audit trail will provide confirmation that each unit is operational and able to conduct the functional requirements of an election.

This testing will include:

- AccuVote-OS Hardware Testing
- Operating system check
- Hardware Diagnostics
- Printer test
- Smart Card Reader Test
- Touch Screen Test
- AccuVote-OS Initial Application Test
- "Famous Names" election test (short version)
- Zero Report
- Limited Voting via Touch screen
- Totals Report
- Transfer of totals to GEMS
- GEMS hardware testing / software load
- Telecommunications / Modem tests for central CPU

The Hardware Acceptance Testing Plan (ATP-1) as described above would consist of a Matrix Form (see next Page) that is mutually agreed upon by the City and DESI. Note that each row of checkboxes would be supplemented by the paper printout from each AccuVote-OS device, providing an audit trail that includes the date and time of Testing, as well as the initialed matrix of testing.

Prior to the GEMS hardware being installed in the City, the hardware will be staged in McKinney, Texas for software integration and testing. The following checklist is utilized as part of the installation process to ensure that all software and drivers are loaded prior to being shipped to The State of Michigan.

The following checklist or a similar mutually agreed upon list, would be used in conjunction with diagnostic and results printouts from each AccuVote-OS unit during the ATP-1 phase of installation. The printouts would include the date and time of each test.

Each row would also have a location for the initials of the person doing the hardware check, date, and possibly time, unless the printout is to be used to augment the documentation audit trail of unit testing.



### **III-G PROJECT MANAGEMENT PLAN continued**

#### **ATP-2 System Functional Testing**

This phase of testing will replicate the chronological steps involved in preparing and running an election, from database creation through the official canvass. DESI will create a sample primary or general database for this purpose. The quantities of these functional tests will have to be discussed during contract negotiations to ensure that a reasonable functional test is being accomplished. The ATP-2 Matrix would be composed of a checklist incorporating the following items, as well as other mutually agreed upon requirements:

- GEMS database creation
- GEMS ability to create Optical Scan Ballots
- GEMS election specific PCMCIA memory card creation
- Ability to create automated testing routines for AccuVote-OS
- Testing Telecommunications at Central and Regional Sites (if applicable)
- Testing AccuVote-OS with election specific data
- Opening polls (verifying ballot type, printing zero report)
- Creating Voter Cards
- Casting ballots (provisional voter, canceling ballots, write-in voting)
- Printing Results Tapes for AccuVote-OS at Close of Voting
- Accumulation Tests and Verification
- Accumulator Summary Reports at Voting Sites
- TeleResults from Regional/Central Sites (if applicable)
- Regional Site upload to central host GEMS system (if applicable)
- Reviewing and Verifying audit trails
- GEMS Statement of Votes Cast, Summary, and Precinct Reports
- State Export of Results

#### **Phase 6 - Training**

This phase of operation will occur throughout the implementation of the system, beginning during installation and through the end of the Agreement term. OPTICAL SCAN Training is described in Section 11 of this proposal.

#### **Phase 7 - Election Preparation**

This phase begins during the interface testing of the export of the precinct, district, race information in Phase I and the candidate information in Phase II, to the GEMS application software, in preparation for the election.

#### **Phase 8 - Election Day to Official Results**

This phase of the task list includes: tasks for troubleshooters, regional site managers, central site testing of Java scripts, and general troubleshooting of precincts during the day. Additionally, canvassing tasks, recounts, and completing final SOVC reports are included in the post election processing.

The teaming structure will be dictated by the specific jurisdiction, but generally would be a combination of Diebold and Fidlar team members. In addition to the individuals listed on pgs. 62-72 Fidlar has five full time account managers in Michigan and a full time staff of thirty employees in the Kalamazoo digital printing facility.



**III-G PROJECT MANAGEMENT PLAN continued**

Steve Moreland (p.63) is the Director of Election Services. Steve will appoint / hire a project manager for Michigan who will report to Randy Deabenderfer (p.65), the Project Management Team Supervisor. Randy will not be the on-site PM, but is involved in each project on a management/supervisory level.

Larry Calvert is the Regional Election Support Supervisor. He will be involved in the implementation and will work with the PM.

Below are the resumes for Diebold Election Systems. Key personnel are marked with an asterisk(\*). The number of personnel assigned, and the amount of dedicated management time required, are dependent on the number of counties awarded to DESI.

**NAME: \*Barry Herron**  
**POSITION: Director of Sales**  
**LOCATION: McKinney/Dallas, TX**

Barry has amassed in excess of 20 years experience providing elections-related products and services to state and local governments. From the mid-'70s through the late '80s, he held an ownership position in a regional company that supplied software solutions for numerous courthouse applications, including election-programming support for punch card users. After selling the company, he spent five years with a regional-based local government supplier of election services, ballot printing, and voting system sales and support.

In 1994, Barry became the Midwestern Sales Representative for Diebold Election Systems; he was promoted to Director of Sales in 2000. During his tenure with Diebold, he has been responsible for significant AccuVote™ contracts to medium and large U.S. counties. He's also taken an active role in implementation activities where he has earned a distinguished reputation for well-organized and effective customer support and systems installation. Barry was instrumental in the success of the largest touch screen voting installation to date – the 2002 Georgia statewide touch screen voting system project.

**EXPERIENCE: STATE/LOCAL GOVERNMENT PRODUCTS & SERVICES**  
1976-1989 Current Systems/Manatron  
1989 – 1993 The Lockwood Company  
1994-PRESENT Diebold Election Systems

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**NAME: \*STEVE MORELAND**  
**POSITION: DIRECTOR OF CUSTOMER SERVICE**  
**LOCATION: MCKINNEY/DALLAS, TX**

Steve holds a Bachelor of Business Administration degree from Midwestern State University as well as a Masters of Business Administration (Corporate Finance concentration) from The University of Dallas. He joined the Diebold Election Systems management team in January 2002 as Director of Customer Service after being employed by Texas Instruments, Inc. (TI) for 20 years.



**III-G PROJECT MANAGEMENT PLAN continued**

While at TI, Steve held various positions of increased responsibility within their finance and management organizations. These assignments included approximately 8 years of project management responsibilities for large (\$200M+), multi-year Department of Defense (DoD) programs. These assignments included projects with each of the major DoD organizations: Army, Navy, Air Force, as well as the Defense Advanced Research Projects Agency (DARPA). In addition, Steve served as the Finance Manager for TI's worldwide research and development organization and later as the Finance Manager for TI's worldwide Broadband Access business unit.

In the position of Director of Customer Service, Steve is responsible for providing all resources necessary for a successful installation and subsequent elections at our customer sites. This includes providing expert management and technical resources for hardware and software training, logistics, poll worker training, and election support.

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**NAME: Nel Finberg**  
**POSITION: Election Support Specialist**  
**LOCATION: Vancouver, BC, Canada**

Nel joined Diebold Election Systems in 1994. He has been responsible for the creation of Diebold's documentation, and has been instrumental in the configuration and support of elections throughout Canada and the United States. Nel graduated from Simon Fraser University with a degree in Management and Systems Science.

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**NAME: Kenneth (Ken) Clark**  
**POSITION: Systems Analyst, Programmer**  
**LOCATION: Vancouver, B.C., Canada**

Ken has had a tremendous impact on the development of software products at Diebold Election Systems since his arrival in 1994. He possesses a strong technical background and has a keen interest in emerging computer technologies. He attended the University of British Columbia and the University of California at Berkeley before entering private business. Also known as a networking specialist, Ken has had the primary responsibility of developing and enhancing Diebold's application software products.

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**NAME: Talbot R. Iredale**  
**POSITION: Research and Development**  
**LOCATION: Vancouver, B.C., Canada**

Tab Iredale has been involved with the design of the AccuVote since the beginning of its development process (circa 1987) when he joined North American Professional Technologies, Inc. He is a graduate of the University of British Columbia, and is a registered Professional Engineer with the Association of



**III-G PROJECT MANAGEMENT PLAN continued**

Professional Engineers and Geoscientists. In addition to his development work with the AccuVote tabulator, he also designed and developed compatible firmware and application software products

**EXPERIENCE      RESEARCH AND DEVELOPMENT**  
1987-1991    North American Professional Technologies  
1991-Present      Diebold Election Systems

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**NAME:                  Ian Piper**  
**POSITION:    Product Manager**  
**LOCATION:    McKinney/Dallas, TX**

Ian has been instrumental in the development of the AccuVote™ system since 1983, when he joined North American Professional Technologies. Since that time, he has been involved with virtually every technical area of our optical scan product. Ian participated in the design, development, and production of the AccuFeeder™ and the AccuVote-TSx.

**EXPERIENCE:    STATE/LOCAL GOVERNMENT PRODUCTS & SERVICES**  
1983-1991      North American Professional Technologies  
1991-PRESENT    Diebold Election Systems

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**NAME:                  Don Vopalensky**  
**POSITION:    Manager of Election Services Division**  
**LOCATION:    Omaha, Nebraska**

As part of the I-Mark team acquisition, Don Vopalensky came to Global Election Systems in 1997 where he has joined the sales and marketing team. From 1992 to 1996, he was an area sales representative for American Information Systems (AIS) with account responsibility in seven states and Canada. He joined the I-Mark group in 1996. Prior to his experience in the election industry, he was a regional sales manager for National ICEE Corporation.

**EXPERIENCE:    STATE/LOCAL GOVERNMENT PRODUCTS AND SERVICES**  
1992-1996    American Information Systems  
1996-1997    I-Mark Systems  
1997-Present      Diebold Election Systems

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**NAME:                  \*Randy L. Deabenderfer**  
**POSITION:    Senior Project Manager, Customer Support**  
**LOCATION:    Casselberry, Florida**

Randy has over sixteen years of experience with installation, service and sales of the Diebold product line. Randy has the Project Management Professional Certification acquired in 1999. Randy was involved in the Project Management of the statewide election systems in GA and MD.



**III-G PROJECT MANAGEMENT PLAN continued**

**PROJECT MANAGEMENT EXPERIENCE**

- Statewide Elections Touch Screen System in Georgia
- Maryland four-county Elections Touch Screen System
- First Union – administered and coordinated the installation of CCTV systems for 250 branches in the state of Florida
- Magnetti Marrelli – coordinated and supervised large scale CCTV, 5100D alarm and access control system in large multiple-building manufacturing facility – project had been in distress from prior project management- was able to salvage situation and bring project to closure with profitability and satisfied customers
- BIC Corporation, Clearwater Florida – coordinated and supervised CCTV, 5100D alarm and access control system in large manufacturing facility monitored remotely to main facility
- North Carolina Agricultural and Technology University – coordinated and supervised large scale multi-building college campus access control and CCTV system – ongoing integration between the Apollo Card Access System and the Campus Card One System
- SunTrust – coordinated and supervised complete 5100D host system, - Y2K upgrade- coordinated four state MST Y2K upgrade as well
- IBM Federal Credit Union – coordinated complete retrofit and installation of Diebold ATM’s to 4730X IBM units in Florida and Georgia

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**NAME: \*Catherine Smothers**  
**POSITION: Customer Support**  
**LOCATION: Soddy Daisy, TN**

Cathi Smothers served as Deputy Registrar in Hamilton County, Tennessee for eight years before joining the Diebold Team in 1999. Cathi was named the lead person responsible for all phases of the implementation of the AccuVote in Hamilton County, Tennessee the summer of 1998. In that role Cathi performed the election programming, coordinated the ballot printing and managed the warehouse staff in the preparation and testing of the system. This was a major accomplishment as the system was installed just 60 days prior to the August Primary Election.

Cathi assisted Diebold’s technical staff in the implementation of the JResults media display of election night results and the Internet posting of the results. She was instrumental in the creation of Hamilton County’s Web site for retrieval of sample ballots by the voter to displaying countywide election night results.

As a customer support representative she provides pre-election support, i.e. system set up, site surveys, diagnostic and logic and accuracy testing, election programming and training as well as Election Day support.



**III-G PROJECT MANAGEMENT PLAN continued**

**NAME: Steve Corey**  
**POSITION: Mid West Accounts Representative**  
**LOCATION: Fishers, Indiana**

Steve has been involved in election sales and service in the Mid West for the last 15 years. As a representative for a small independent company Steve served his existing and prospective clients in all levels of service and obtained a very extensive, full-cycle understanding of the election process. His leadership role grew along with his experience and he moved on to larger sales and implementations throughout Indiana and surrounding states. With countless successful election result deliveries under his previous direction, he is uniquely adept at proactively consulting with clients to insure positive system experiences. Steve joined Diebold Election Systems in 2001 and has continued to approach his clients' needs with the understanding and expertise of a partner rather than a vendor.

**EXPERIENCE: ELECTION SALES AND SERVICE**  
1990-1998 MicroVote Corporation  
1998-2001 Governmental Business Systems  
2001-Present Diebold Election Systems

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**NAME: \*Lisa Martin**  
**POSITION: Training Coordinator**  
**LOCATION: McKinney, TX**

Lisa joined Diebold Election Systems in 2002 to provide training for customers on the GEMS software package and to provide an additional level of customer support throughout the election season. Her role has since expanded to include development of training materials, hardware and software troubleshooting, Election Day support, Optical Scan and Touch Screen training for election officials, and poll worker training. Lisa was an integral part of the success of the Georgia project, coordinating and managing training for over 6,000 poll workers statewide. She has also attained the level of Certified Training Presenter and Certified Online Trainer.

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**NAME: Robert McDonald**  
**POSITION: Manager, Information Security and Telecommunications**  
**LOCATION: McKinney, TX**

Robert McDonald is Manager, Information Security and Telecommunications for Diebold Election Systems, Inc. Robert is responsible for the oversight of network, system, and information security within Diebold Election Systems. This includes the planning, implementation and enforcement of security standards and policies in an ever-changing and rapidly growing electronic election industry. Along with IS management, Robert is responsible for the design and deployment of secure voice/data services that help expedite day to day business in a manner that allows for future business expansion within DESI. He also works tightly with the global security group in order to unify Diebold's posture on high product and information security.

**III-G PROJECT MANAGEMENT PLAN continued**



Robert has background of Computer Science/Physics from the University of Texas at Dallas. He has also been through training and certification programs tailored towards system wide process and technical security. These programs include CISSP training, RHCE, MCP security training, and Foundstone Security.

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**FIDLAR**

Fidlar Election Company, formerly known as Fidlar Doubleday, has been providing election products and services out of the Kalamazoo, Michigan offices to over 400 Michigan County, Township and Municipal Clerks for over twenty-five years. An additional fifteen part-time experienced election support individuals compliment the staff of thirty-five full time employees during the peak election cycle time frames in the Kalamazoo Offices.

The depth of the Fidlar Election Company support staff also includes its full time executive management and staff in its Illinois offices, another thirty election professionals with an aggregate of over 500 years of election experience available to Michigan clients during the Michigan election cycle timeframes. A list of the key executive personnel and their resumes are included in this answer.

**Michael Policella  
President**

Michael Policella brings a wealth of strategic planning, vision building, financial acumen, and business management experience to Fidlar Companies. At the age of 24, he took over his family business and proceeded to enhance the company by changing the business mix from restaurants to property development. In 1986, after seven years of managing his family business and increasing its sales and profits drastically, Mr. Policella became a consultant with Orr & Boss, a firm that specializes in providing consulting services for medium to large businesses in production and marketing operations. In 1988, Mr. Policella became a partner at Orr & Boss, where he remained until 1993.

From 1993 to 1998, Mr. Policella focused attention on his own start-up business, Tank Management, Inc. The business grew to over \$4M in sales within two years and became a leader in container management for the paints industry due to its focus on quality and services. In 1998, Michael sold Tank Management, Inc. to MPW Industrial Services Group Inc. and accepted the role as Manager of Sales and Marketing for their container division.

In 2000, the owners of Brelsh Holdings, Inc. brought in Mr. Policella as a consultant for their newly formed company, Fidlar Doubleday Inc. It became apparent that Mr. Policella had the vision and background necessary to refocus the organization and propel its operations towards a lucrative marketplace. He became the President in August of 2000.

Mr. Policella received his Bachelor's of Science Degree in Mechanical Engineering from the University of Glasgow.

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**III-G PROJECT MANAGEMENT PLAN continued**

**Anthony Stanley  
Chief Financial Officer**

Tony Stanley began his career in Finance in 1977. Utilizing his Bachelor of Science Degree in Accounting from Illinois State University, Mr. Stanley worked as a C.P.A. for seven years. In 1995, one of Mr. Stanley's biggest challenges as a CFO occurred when he joined National Metalcraft Corp. It was here that Mr. Stanley gained invaluable experience when the bankruptcy court appointed him to manage the business operations during a period the company was under court protection. Through Mr. Stanley's sound business practices, the company was sold. During the next five years, Mr. Stanley oversaw the financial business operations (including insurance, employee benefit plans, and information systems) of companies such as The Schebler Co., Swan Engineering and Machine Co., and Adrian Carriers.

Mr. Stanley's expertise in acquisitions and divestitures made him the perfect candidate for Fidlar Companies' open CFO position in November of 2001. Since taking over the position, Mr. Stanley has concentrated on analyzing the company's financial condition and providing reports on the organization's financial stability, liquidity, and growth, while playing a key role in the restructuring of the company's business units.

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**J Marr  
Director of Human Resources**

Ms. Marr joined Fidlar Companies in 2000, bringing over 14 years of human resources experience to the company. During the course of her HR career, Ms. Marr has successfully created, implemented, and overseen new departments, employee benefits, and training programs.

At Fidlar Companies, Ms. Marr is the manager of a team of HR professionals and is responsible for directing benefits administration, compensation and payroll, employee relations, HR policies and compliance issues, OSHA and safety administration, recruitment, and training. Ms. Marr strives to foster an equitable and rewarding workplace environment where the expectations of employees, customers, and vendors are achieved.

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**\*Larry Mandel  
President**

From 1974 to 1980, Mr. Mandel was a sales representative for the Frank Thornber Company, Chicago. He turned an unproductive western Illinois sales territory into a \$1 million revenue-producing region. Twelve election jurisdictions converted to the punch card/ELPAC Voting Systems during this period of time. From 1981-1985 Mr. Mandel was the Sales Manager of the Thornber Group. He helped direct expansion of the Thornber Election Systems into 11 state territories and assisted in obtaining certification of voting systems in these territories. He was responsible for the sales/marketing effort and helped Thornber establish itself as the number one election supplier in the Midwest.



**III-G PROJECT MANAGEMENT PLAN continued**

Vice President of Sales for Business Records Corporation from 1985 to 1990, Mr. Mandel managed an \$8 million territory and established more than 100 new election accounts in the Northeast region of the United States. Under Mr. Mandel's direction, his territory continually exceeded annual corporate sales quotas.

From 1990 to 1994 Mr. Mandel was the Vice President of Sales of Governmental Business Systems, and he became President shortly thereafter.

Mr. Mandel attended the College of DuPage and Western Illinois University in Macomb, Illinois. Mr. Mandel is a past President of the National Association of Governmental Suppliers.

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**\*Jay Bennett  
Chief Operating Officer**

Jay Bennett has literally grown up in the election services industry, and he has acquired a vast knowledge of the business and political arena surrounding it. From 1966 to 1973, Mr. Bennett served as a Deputy Clerk in the Elections Department for the DuPage County, Illinois, Clerk's Office. His time in the Clerk's Office prepared him for the Assistant Executive Director's position to the DuPage Board of Election Commissioners from 1973 to 1981.

Mr. Bennett's education and experiences in one of Illinois' largest counties prepared him for the responsibilities he assumed when joining Fidler & Chambers in 1981. At that time, Mr. Bennett began developing the processes, products, and services an elections department would need to compete in this market. In the 90's, Mr. Bennett became Fidler Companies' Vice President of Elections directing all election and sales activities.

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**Robert Anderson  
Vice President of Finance**

Robert Anderson has held management positions at Texaco, Inc., Libby McNiel & Libby, and Swift & Co. He was with Swift & Co. for 15 years in the positions of Division Controller and ending with V.P. Corporate Controller when Beatrice Foods acquired the company in the early 1980's. After choosing to leave Swift (Esmark), he opened his own business in consulting, tax, and real estate. The firm, known as R.R. Anderson & Associates, operated from 1985 until 1998. In 1986, the Election Services Division of Business Records Corporation contracted Mr. Anderson's organization. BRC had recently acquired several regional election companies. His assignment was to establish a central accounting office and establish uniform procedures at each company. In 1987, Mr. Anderson took a leave of absence from his firm to assume the position of V.P. Finance and Planning for the election division. After BRC decided to consolidate management of the election division in Dallas, Texas, Mr. Anderson returned to his firm on a full-time basis.



**III-G PROJECT MANAGEMENT PLAN continued**

When Governmental Business Systems was formed in May 1990, Mr. Anderson again returned to the election business with GBS as a client. In 1998, he joined GBS as Vice President of Finance and sold his consulting and tax business.

Mr. Anderson has a Bachelor's of Business Administration & Accounting Degree from Northwestern University. He completed the Senior Management Course of studies at Harvard University.

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**Terrence Desmond  
Vice President of Administration**

Terry Desmond served on the DeKalb County Board (Illinois) from 1972-1978, when he was elected County Clerk and Recorder. He held that position through the end of 1990, and during his tenure supervised a staff of 20 employees and administered more than 25 separate elections. While Clerk, Mr. Desmond served on the Advisory Board of Illinois State Board of Elections Advisory Board on Handicapped Voting and assisted the State Board in several new Clerk training sessions. In 1988, he served as President of the 1300 member Illinois County Officials Association.

In 1990, Mr. Desmond joined Governmental Business Systems to work directly with election officials to ensure successful integration of GBS products and services and the successful management of their elections.

Mr. Desmond has been recognized for his professional efforts by being the first recipient of the "Outstanding County Official Award" from the National Association of County Officials in 1988. Mr. Desmond was also the first recipient of the "Illinois County Official of the Year Award" in 1989. He has served as President of the DeKalb and New Lenox Rotary Clubs, the DeKalb Jaycees, and the DeKalb YMCA Governing Board.

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**\*William R. Barrett  
Vice President of Sales**

William R. Barrett began his professional election sales career with Fidler Chambers in 1980, however his experience in election administration began in DuPage County, Illinois in 1971 while working for the DuPage County Clerk's Office which was moving from paper ballots to punch card voting systems.

Mr. Barrett's territory at Fidler included Northeastern Illinois which is comprised of Cook County and the City of Chicago as well as the entire metropolitan "collar county" area. This customer base has been uniquely positioned for new election administration policies and procedures over the past twenty three years and Mr. Barrett has been instrumental in introducing many innovative products and services into the marketplace under the Fidler nameplate.



**III-G PROJECT MANAGEMENT PLAN continued**

The introduction of the punch card voting system occurred during his tenure at DuPage County and Mr. Barrett and Fidlar provided punch card services to nearly half of the counties in Illinois until the middle 1990's. Since the introduction of the optical scan voting system in the Midwest Mr. Barrett has been involved in the migration of those punch card and paper jurisdictions to the optical scan voting system offered by Diebold Election Systems Inc.

In 2001 Mr. Barrett was promoted to Vice-President of Sales for the Fidlar Election Company overseeing election sales operations in Michigan, Illinois, Wisconsin, Indiana and Minnesota.

Mr. Barrett holds a Bachelor of Science Degree in Speech from Northwestern University, Evanston, Illinois.

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**Ernest Rigger  
Vice President of Software**

Ernie Rigger has been creating software solutions using state-of-the-art techniques for 19 years. He began as a founding partner in Memory Land Title Systems in 1983 developing a multi-user abstract/title insurance office system and also designing a real estate tax payment system eliminating aging mag card equipment within the local county government. From 1986-1990, Mr. Rigger honed his management skills at Nielsen Clearing House as the Manager of Value-Added Product Development. Mr. Rigger gained further expertise in the areas of new PC development and software systems design, process analysis, and product implementation at Bituminous Insurance Companies and Midland Press Corporation.

Mr. Rigger accepted the Computer Programming Manager's position with Fidlar & Chambers in 1993. He lead as software architect and managed the analysts and application developers. By the end of the 90's, Mr. Rigger was appointed Vice President of Software for Fidlar Companies. He has made it his mission to focus on the efforts of the sales, development, and technical staff to ensure "The Fidlar Experience" is a positive one for all Fidlar Software customers.

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**Thomas Burkhardt  
General Manager, Michigan Operations**

Tom Burkhardt has been serving in executive sales roles for 27 years. Starting in 1975, Mr. Burkhardt distinguished himself as a leader in sales by receiving the President's Club Award while working at Xerox Corporation. He continued his success by doubling sales as the Marketing Director and Assistant to the President at National Reproductions Corporation from 1979 to 1985. Mr. Burkhardt was a three-time winner of the Quota Club Award at Anacomp, Inc. where he sold microfiche recorders and Siemens printers. With his successful track record in sales, Mr. Burkhardt was asked to join Océ Printing Systems USA in 1992 where he was responsible for selling output management and printing solutions.



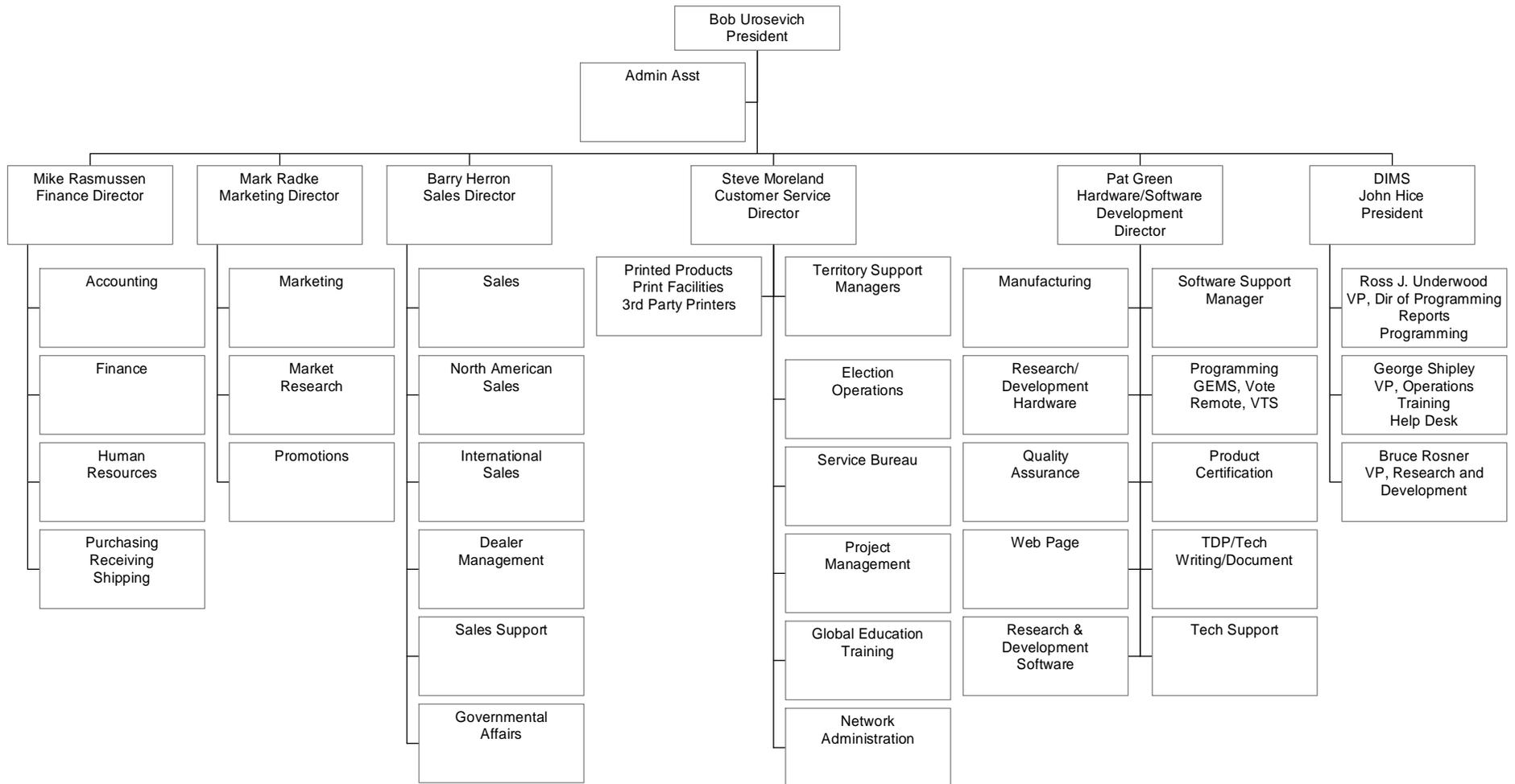
Looking to apply his sales expertise and knowledge of printing, Mr. Burkhardt pioneered the Digital Print Division at Fidar Companies beginning in 2000. He was promoted to Director of Sales by the end of the year and witnessed growth in his area where there had been losses the previous year. By March of 2001, Mr. Burkhardt was promoted to General Manager, and he directed a complete reorganization of the Michigan operations. Mr. Burkhardt's goal is to expand on an already aggressive approach to the digital printing division.

Mr. Burkhardt received his BBA from Michigan State University and MBA from Wayne State University.



**PROJECT MANAGEMENT ORGANIZATIONAL CHART**

**Diebold Election Systems**





**III-H TRAINING APPROACH**

**USER TRAINING**

DESI employs a comprehensive user-training plan. User training generally falls into three categories: (1) customers with AccuVote tabulators only, who choose DESI's Service Bureau for programming services, (2) customers with AccuVotes who also desire to use TeleResults, but choose to use DESI's Service Bureau for programming services, and (3) customers with AccuVotes (TS and/or OS) and full GEMS application software on site. Additionally, the user-training program is partitioned by function, i.e., hardware training activities and software training activities.

Later in this section, detailed event and trip logs are included which highlight training activities to be accomplished, depending upon the level of implementation desired by the customer. Specific training manuals and documentation back up these logs, which are used to complete that actual user training.

**III-I TRAINING COURSE DESCRIPTIONS**

The following is a brief sample outline of training and topics covered in training classes conducted on-site with County personnel; the actual training topics will be tailored to the State's needs.

Please refer to Appendix H for class size and duration.

**ACCUVOTE-OS BASICS - TRAINING**

- REVIEW DIAGNOSTICS MODE
  - REVIEW PRE-ELECTION MODE
  - PREPARING L&A TESTS
  - BALLOT TESTING
  - PREPARE ACCUVOTE (TS&OS) FOR ELECTION
  - REVIEW ELECTION MODE
  - POST ELECTION MODE
  - REVIEW SUPERVISOR FUNCTIONS
- Cost: \$1,000 per day plus actual expenses portal to portal (max 25 participants)

**ABSENTEE PROCESSING BASICS – TRAINING**

- SETUP
- ROUTINE MAINTENANCE
- TESTING
- OPERATION



**TELERESULTS – TRAINING**

HOST COMPUTER SET-UP/REVIEW  
CONNECTING ACCUMULATOR TO PHONE LINE  
ACCUVOTE-OS STEPS TO TRANSMIT  
TRANSMITTING TEST RESULTS  
GEMS TEST UPLOAD SCREEN  
PRECINCT SURVEY / MODEM UPLOAD TESTING

**INVENTORY -BASIC COMPONENTS**

ACCUVOTE-OS EQUIPMENT  
INVENTORY -UNBOX & TEST  
TEST ACCUVOTES  
SYSTEM DIAGNOSTICS

**SYSTEM ADMINISTRATION**

ELECTION PLANNING  
EQUIPMENT MANAGEMENT  
DEMONSTRATION

**GEMS APPLICATION TRAINING**

The following topics are generally covered in a five-day training class. This class may occur over a longer period of time or over several sessions in order to accommodate Michigan’s election staff scheduling. Again, the classes will be tailored to meet the State’s needs. Optional training, in addition to Appendix H, can be purchased by local units of government at the prices indicated below. Price is based on per account.

On Customer Site (OCS Training) plus actual travel expenses

New GEMS account	\$12,000 (5 days; max 5 participants)
GEMS Refresher	\$ 7 ,000 (3 days; max 5 participants)

**WINDOWS NT SERVER BASICS**

BOOTING THE SERVER  
DESKTOP ENVIRONMENT  
DIGIBOARDS & PORTS  
ENABLE/DISABLE PORTS  
BACKUP/SHUTDOWN

**GEMS MUNICIPALITY DEFINITION**

GEMS OVERVIEW  
BASIC GEMS TERMINOLOGY DEFINITIONS  
GEMS MENUS – FIELDS IDENTIFIED  
PREPARING FOR GEMS

**GEMS ADMINISTRATION**

CREATING USER ACCOUNTS  
DEFINING PRINTERS – OFFSETS  
DATABASE BACKUP  
PREPARATION FOR ELECTION SETUP



**III-I TRAINING COURSE DESCRIPTIONS continued**

**GEMS MASTERFILE**

CREATING THE MASTER FILE  
CREATING DISTRICT FILES  
IMPORTING DATA  
ENTERING DISTRICTS  
POLITICAL PARTY DEFINITIONS  
ENTERING POLITICAL PARTIES INTO GEMS  
CREATING AND ENTERING BASE POLLS  
CREATING AND ENTERING REPORTING POLLS  
PRINTING REPORTS AND PROOFING SET-UP

**ELECTION CREATION IN GEMS**

ELECTION TYPES  
ACTIVATING DISTRICTS  
SETUP MENU DEFAULTS FOR RACE, HEADINGS, BALLOT  
RACE DEFINITION  
CANDIDATE ENTRY  
PRE-ELECTION REPORTS  
ROTATIONS  
PROOFING YOUR WORK

**BALLOT CREATION IN GEMS**

LAYOUT OPTIONS  
GENERATE BALLOT TYPES  
BALLOT FIELD DEFINITIONS  
WHAT CAN MY BALLOT LOOK LIKE  
GEMS BALLOT FEATURES  
    SETTING BALLOT HEADINGS  
    SETTING RACE HEADINGS  
    SETTING QUESTION TEXT  
    GRAPHICS  
    NUMBERING – UNDERSTANDING GEMS  
BALLOT VIEWING USING GEMS APPLICATION  
    EDITING A BALLOT  
    ADDING/DELETING A STYLE  
GENERATE FINAL BALLOT FORMAT

**POSTSCRIPT BALLOT GENERATION**

SELECTING A PRINTER DRIVER  
PRINTING PROOFS  
VIEWING POSTSCRIPT ON-SCREEN (GHOSTVIEW)  
TRANSMIT PS BALLOTS TO PRINTER VIA EMAIL



**III-I TRAINING COURSE DESCRIPTIONS continued**

**GEMS ELECTION PREPARATION**

ELECTION NIGHT REPORTS SET-UP  
ELECTION NIGHT MEDIA AREA SET-UP  
ENTERING PRECINCT REGISTRATION FIGURES

**TELERESULTS TRAINING**

HOST COMPUTER SET-UP/REVIEW  
TRANSMITTING TEST RESULTS  
GEMS TEST UPLOAD SCREEN  
POLL SURVEY & MODEM UPLOAD TESTING

**CONDUCTING AN ELECTION**

ADMINISTRATIVE PROCEDURES- OPENING  
CLEARING COUNTERS/ZERO TOTALS REPORT  
STARTING MODEMS PORTS FOR UPLOADS  
LOADING ABSENTEE CARDS  
RESULTS SERVER DISPLAY  
PRINTING ELECTION NIGHT REPORTS  
ADMINISTRATIVE PROCEDURES -CLOSING

**POST ELECTION**

VERIFYING RESULTS  
PRINTING FINAL GEMS REPORTS  
ANALYSIS OF ELECTION  
BACKUP ELECTION

**Pollworker Training**

Pollworker Training shall cover all aspects of equipment setup and operation, opening the polls, assisting voters, closing the polls, obtaining voting data reports, and preparing the equipment for removal from the polling place.

**POLL WORKER TRAINING - DEVELOPMENT**

DEVELOP OPENING/CLOSING SHEET  
CONSULTING SERVICES FOR PW MANUAL  
“TRAIN THE TRAINER” PW SCHOOL  
CLASS PLANNING/ DEVELOPMENT

- equipment setup
- opening the polls
- processing voters
- provisional balloting
- write-ins
- closing the polls
- transferring vote totals at the polling place
- printing summary reports
- preparing equipment for pickup



**III-J VOTER EDUCATION AND VOTER OUTREACH**

**Voter Training**

Voter Training shall consist of the assistance in preparation of written material, graphic aids and system demonstrators for use by pollworkers in assisting voters to vote and cast their ballots. This training material shall include the preparation of introductory and descriptive material for release to the media and for inclusion in sample ballot packages distributed prior to an election.

**III-K PRINTER CERTIFICATION**

The chosen vendor will qualify the printers who the State feels will best fit and are most capable of handling the printing of the ballots. The state will not mandate who is allowed to print ballots.

Michigan election law does not require counties or local jurisdictions to contract solely with vendor-approved printers for the production of ballots. Each vendor shall maintain a list of qualified printers within the state which shall be available to local jurisdictions. The state will not identify printers of preference.

Diebold submitted the names of Michigan printers as well as a written explanation detailing the Fidler printer qualification process.

Our printer qualification process is designed to ensure that an individual printer has the technical ability to print an Accuvote ballot. The steps in this process are as follows:

- (a) Check that the printer has the appropriate equipment. This will include a site visit in most cases.
- (b) Supply current specifications for the ballot.
- (c) Deliver a ballot test package of files representing what the printer would expect to receive.
- (d) Require the printer to run all the ballots.
- (e) Inspect and test the ballots.

A report summarizing the results of this process is prepared and sent to the printer and to the customer requesting the report. This report can in no way guarantee the quality of the printer's ongoing output for any particular election.

This report can in no way guarantee the quality of the printers ongoing output for any particular election. At this time no printers have been qualified through this process. The following printers have requested qualification:

**Current Certified Printers**

Inland press  
Cadallie printing  
Sealy printing

We expect a number of other printers will show an interest in printing County needs become apparent.



We are confident that there will be an adequate supply of printing capacity in the State for Accuvote users. The whole State would require a maximum production capacity for all ballots of 300,000 per day. Fidlars capacity alone for the General Election is 180,000 per day our partners will more than double this number. Other independent printers can be expected to produce 10,000 to 20,000 per day using Offset methods.



**APPENDIX A  
HAVA REQUIREMENTS**

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

Subtitle A – Requirements

SEC. 301 VOTING SYSTEM STANDARDS

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

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

**IN GENERAL**

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

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

(B) DOES NOT APPLY IN MICHIGAN

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

**AUDIT CAPACITY**

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

**(B) MANUAL AUDIT CAPACITY** – The voting system shall produce a permanent paper record with a manual audit capacity for such system. The voting system shall provide the voter with an opportunity to change the ballot or correct any error before the permanent paper record is produced. The paper record produced under subparagraph (A) shall be available as an official record for any recount conducted with respect to any election in which the system is used.

**ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES**

(This HAVA provision is not addressed in this CONTRACT)

The voting system shall (A) be accessible for individuals with disabilities, including non-visual accessibility for the blind and visually impaired, in a manner that provides the same opportunity for



access and participation (including privacy and independence) as for other voters; (B) satisfy the requirement of sub paragraph (A) through the use of at least one direct recording electronic voting system or other voting system equipped for individuals with disabilities at each polling place; and (C) if purchased with funds made available under Title II on or after January 1, 2007, meet the voting system standards for disability access (as outlined in this paragraph).

**ALTERNATIVE LANGUAGE ACCESSIBILITY**

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

**ERROR RATES**

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

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

MCL 168.803(2) provides as follows:

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

**VOTING SYSTEM DEFINED**

In this section, the term "voting system" means (1) the total combination of mechanical, electromechanical, or electronic equipment (including the software, firmware, and documentation required to program, control, and support the equipment) that is used (a) to define ballots; (b) to cast and count votes; (c) to report or display election results; and (d) to maintain and produce any audit trail information; and the practices and associated documentation used to (1) identify system components and versions of such components;, (b) test the system during its development and maintenance; (c) maintain records of system errors and defects; (d) to determine specific system changes to be made to a system after the initial qualification of the system; and (e) make available any materials to the voter such as notices, instruction, forms, or paper ballots.



# APPENDIX B Michigan Voting System Approval Process and Technical Requirements

## MICHIGAN ELECTION LAW (EXCERPT)

### Act 116 of 1954

**168.794.** Electronic voting systems; definitions

Sec. 794. As used in sections 794 to 799a: [FN1]

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

#### CREDIT(S)

2003 Electronic Update

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

[FN1] Sections **168.794** to 168.799a.

<General Materials (GM) - References, Annotations, or Tables>

#### HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1992 Legislation

The 1992 amendment added subd. (k).



1989 Main Volume

Source:

P.A.1954, No. 116, § 794, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.  
 C.L.1948, § 168.794. C.L.1970, § 168.794.

LIBRARY REFERENCES

1989 Main Volume

Elections ¶222.  
 WESTLAW Topic No. 144.  
 C.J.S. Elections § 203.

M. C. L. A. 168.794  
 MI ST 168.794  
 END OF DOCUMENT

**168.795.** Specifications for electronic voting systems

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

- (a) Provide for voting in secrecy, except in the case of voters who receive assistance as provided by this act.
  - (b) Permit each elector to vote at an election for all persons and offices for whom and for which the elector is lawfully entitled to vote; to vote for as many persons for an office as the elector is entitled to vote for; and to vote for or against any question upon which the elector is entitled to vote. Except as otherwise provided in this subdivision, the electronic tabulating equipment shall reject all choices recorded on the elector's ballot for an office or a question if the number of choices exceeds the number that the elector is entitled to vote for on that office or question. Electronic tabulating equipment that can detect that the choices recorded on an elector's ballot for an office or a question exceeds the number that the elector is entitled to vote for on that office or question located at each polling place and shall be programmed to reject a ballot containing that type of an error. If a choice on a ballot is rejected as provided in this subdivision, an elector shall be given the opportunity to have that ballot considered a spoiled ballot and to vote another ballot.
  - (c) Permit an elector, at a presidential election, by a single selection to vote for the candidates of a party for president, vice-president, and presidential electors.
  - (d) Permit an elector in a primary election to vote for the candidates in the party primary of the elector's choice. Except as otherwise provided in this subdivision, the electronic tabulating equipment shall reject each ballot on which votes are cast for candidates of more than 1 political party. Electronic tabulating equipment that can detect that the elector has voted for candidates of more than 1 political party shall be located at each polling place and programmed to reject a ballot containing that type of an error. If a choice on a ballot is rejected as provided in this subdivision, an elector shall be given the opportunity to have that ballot considered a spoiled ballot and to vote another ballot.
  - (e) Prevent an elector from voting for the same person more than once for the same office.
  - (f) Reject a ballot on which no valid vote is cast. Electronic tabulating equipment shall be programmed to reject a ballot on which no valid vote is cast.
  - (g) Be suitably designed for the purpose used; be durably constructed; and be designed to provide for safety, accuracy, and efficiency.
  - (h) Be designed to accommodate the needs of an elderly voter or a person with 1 or more disabilities.
  - (i) Record correctly and count accurately each vote properly cast.
  - (j) Provide an audit trail.
  - (k) Provide an acceptable method for an elector to vote for a person whose name does not appear on the ballot.
  - (l) Allow for accumulation of vote totals from the precincts in the jurisdiction. The accumulation software must meet specifications prescribed by the Secretary of State and must be certified by the Secretary of State as meeting these specifications.
- (2) Electronic tabulating equipment that counts votes at the precinct before the close of the polls shall provide a method for rendering the equipment inoperable if vote totals are revealed before the close of the polls.



CREDIT(S)

2003 Electronic Update

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

[FN1] M.C.L.A. §§ 169.794 to 168.799a.

<General Materials (GM) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1992 Legislation

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

1998 Legislation

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

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

1999 Legislation

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

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

2001 Legislation

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

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

2002 Legislation

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

1989 Main Volume

Source:



P.A.1954, No. 116, § 795, added by P.A.1967, No. 155, § 1, Imd. Eff. June 30, 1967.  
C.L.1948, § **168.795.**  
C.L.1970, § **168.795.**

LIBRARY REFERENCES

1989 Main Volume

Elections ↻222.  
WESTLAW Topic No. 144.  
C.J.S. Elections § 203.

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

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

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

- (a) Is certified by an independent testing authority accredited by the National Association of State Election Directors and by the Board of State Canvassers.
- (b) In the absence of an accredited independent testing authority, is certified by the manufacturer of the voting system as meeting or exceeding the performance and test standards referenced in subdivision (a) in a manner prescribed by the Board of State Canvassers.
- (2) The vendor or representative seeking approval of an electronic voting system shall do all of the following:
  - (a) Deposit with the Secretary of State a nonrefundable application fee of \$1,500.00 for a new voting system and a fee of \$500.00 for an upgrade to any existing system.
  - (b) File with the Secretary of State a list of all states in which the voting system has been approved for use. This list shall state how long the system has been used in the state and shall disclose any reports compiled by any state or local government concerning the performance of the system. The vendor shall remain responsible for filing this information on an ongoing basis.
  - (c) File with the Secretary of State copies of all standard contracts and maintenance agreements used in connection with the sale of the voting system. All changes to standard contracts and maintenance agreements shall be filed with the Secretary of State.
  - (d) Pay the cost for any field test required by the Board of State Canvassers.
  - (e) State the number of voters each component of the voting system can process per hour under each of the following circumstances:
    - (i) An election in which there are 10 or fewer items to be voted on the ballot by each voter.
    - (ii) An election in which the ballot consists of the number of items typically voted on at a presidential general election in this State.
- (3) The Board of State Canvassers shall conduct a field test of all new voting systems as part of the certification process. The field test shall involve Michigan electors and election officials in simulated election day conditions. The test shall be designed to gauge voter reaction to the system, problems that voters have with the system, and the number of voting stations required for the efficient operation of an election based upon the vendor's statement provided under subsection (2)(e).
- (4) The Board of State Canvassers shall approve an electronic voting system for use in this State only if it meets the conditions of subsection (1) except that in an emergency situation that threatens the ability of a county, city, or township to conduct a scheduled election, the Board of State Canvassers may approve a correction of software or firmware after testing the software or firmware performance.
- (5) If an electronic voting system is approved for use before January 1, 1997 by the Board of State Canvassers, it may be used in an election. However, if the electronic voting system has its software or firmware improved or changed, the system shall comply with the requirements of subsection (1).
- (6) After an electronic voting system is approved, an improvement or change in the electronic voting system shall be submitted to the Board of State Canvassers for approval pursuant to this section. This subsection does not apply to the



technical capability of a general purpose computer, reader, or printer to electronically record and count votes.

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

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

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

CREDIT(S)

2003 Electronic Update

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

<General Materials (GM) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1992 Legislation

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

1995 Legislation

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

1996 Legislation

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

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

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

1998 Legislation



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

1989 Main Volume

Source:

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

C.L.1948, § **168.795a.**

C.L.1970, § **168.795a.**

NOTES OF DECISIONS

Approval 1  
 Instructions 2

1. Approval

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

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

2. Instructions

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

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

MI ST **168.795a**

END OF DOCUMENT

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

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

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



CREDIT(S)

2003 Electronic Update

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

<General Materials (GM) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1989 Main Volume

Source:

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

C.L.1948, § 168.795b.

C.L.1970, § 168.795b.

M. C. L. A. 168.795b

MI ST 168.795b

END OF DOCUMENT

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

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

CREDIT(S)

2003 Electronic Update

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

<General Materials (GM) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update



1990 Legislation

The 1990 amendment rewrote this section.

2001 Legislation

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

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

1989 Main Volume

Source:

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

C.L.1948, § **168.795c.**

C.L.1970, § **168.795c.**

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

MI ST **168.795c**

END OF DOCUMENT

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

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

CREDIT(S)

2003 Electronic Update

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

<General Materials (GM) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2003 Electronic Update

1990 Legislation

The 1990 amendment rewrote this section.

1989 Main Volume



Source:

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

C.L.1948, § **168.797c.**

C.L.1970, § **168.797c.**

M. C. L. A. **168.797c**

MI ST **168.797c**

END OF DOCUMENT



**APPENDIX C**

**Number of Precincts in Phase I (Numbers are approximate)**

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



**APPENDIX C**

**Number of Precincts in Phase I (Numbers are approximate)**

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



**APPENDIX C**

**Number of Precincts in Phase I (Numbers are approximate)**

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



## APPENDIX C

**Number of Precincts in Phase I (Numbers are approximate)**

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
<b>Total</b>	<b>18</b>		<b>108</b>	<b>17533</b>
Mason	26	Punch Card	122	19939
<b>Total</b>	<b>26</b>		<b>122</b>	<b>19939</b>
Menominee	22	AIS	103	17251
<b>Total</b>	<b>22</b>		<b>103</b>	<b>17251</b>
Midland	50	Punch Card	279	63479
<b>Total</b>	<b>50</b>		<b>279</b>	<b>63479</b>
Missaukee	17	Punch Card	57	9726
<b>Total</b>	<b>17</b>		<b>57</b>	<b>9726</b>
Montcalm	36	AVM	71	31310
	7	Printer AVM	16	7817
<b>Total</b>	<b>43</b>		<b>87</b>	<b>39127</b>
Montmorency	2	Paper	5	613
	1	Printer AVM	5	1519
<b>Total</b>	<b>3</b>		<b>10</b>	<b>2132</b>
Muskegon	15	AVM	58	23786
<b>Total</b>	<b>15</b>		<b>58</b>	<b>23786</b>
Newaygo	5	AVM	14	1902
	4	Paper	9	889
	2	Printer AVM	5	1248
	1	Punch Card	6	1257
<b>Total</b>	<b>12</b>		<b>34</b>	<b>3394</b>
Oakland	16	AVM	39	17563
	2	Paper	4	373
	50	Punch Card	233	62515
<b>Total</b>	<b>68</b>		<b>276</b>	<b>80451</b>
Oceana	12	AVM	35	12632
	2	Paper	6	1693
	4	Printer AVM	9	3666
<b>Total</b>	<b>18</b>		<b>50</b>	<b>17991</b>



**APPENDIX C**

**Number of Precincts in Phase I (Numbers are approximate)**

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



**APPENDIX C**

**Number of Precincts in Phase I (Numbers are approximate)**

Page 6 of 6

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

<b>State Total (63 Counties)</b>	<b>1604</b>		<b>9055</b>	
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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 (Numbers are approximate)**

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

**APPENDIX D**



**Number of Precincts in Phase II (Numbers are approximate)**

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



**APPENDIX D**

**Number of Precincts in Phase II (Numbers are approximate)**

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
<b>Total</b>	<b>18</b>		<b>146</b>	<b>35351</b>
Livingston	11	Accuvote	60	20044
<b>Total</b>	<b>11</b>		<b>60</b>	<b>20044</b>
Luce	5	Accuvote	20	4507
<b>Total</b>	<b>5</b>		<b>20</b>	<b>4507</b>
Mackinac	8	Accuvote	32	4498
<b>Total</b>	<b>8</b>		<b>32</b>	<b>4498</b>
Macomb	124	Accuvote	732	175821
	31	Optech	223	52069
<b>Total</b>	<b>155</b>		<b>955</b>	<b>227890</b>
Manistee	1	Accuvote	2	714
<b>Total</b>	<b>1</b>		<b>2</b>	<b>714</b>
Marquette	10	Accuvote	87	20972
<b>Total</b>	<b>10</b>		<b>87</b>	<b>20972</b>
Mecosta	22	Microvote	76	25813
<b>Total</b>	<b>22</b>		<b>76</b>	<b>25813</b>
Monroe	62	Accuvote	417	108535
<b>Total</b>	<b>62</b>		<b>417</b>	<b>108535</b>
Montmorency	4	Accuvote	27	4462
<b>Total</b>	<b>4</b>		<b>27</b>	<b>4462</b>
Muskegon	42	Optech	294	70042
<b>Total</b>	<b>42</b>		<b>294</b>	<b>70042</b>
Newaygo	16	Optech	126	22845
<b>Total</b>	<b>16</b>		<b>126</b>	<b>22845</b>
Oakland	57	Accuvote	325	82525
	406	Optech	2741	674196
<b>Total</b>	<b>463</b>		<b>3066</b>	<b>756721</b>
Ogemaw	4	Accuvote	4	5944
<b>Total</b>	<b>4</b>		<b>4</b>	<b>5944</b>
Ontonagon	14	Accuvote	30	6390
<b>Total</b>	<b>14</b>		<b>30</b>	<b>6390</b>
Osceola	1	Optech	2	1680
<b>Total</b>	<b>1</b>		<b>2</b>	<b>1680</b>
Otsego	13	Accuvote	89	19095
<b>Total</b>	<b>13</b>		<b>89</b>	<b>19095</b>



**APPENDIX D**

**Number of Precincts in Phase II (Numbers are approximate)**

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
<b>Total</b>	<b>104</b>		<b>640</b>	<b>163129</b>
Roscommon	8	Accuvote	77	14916
<b>Total</b>	<b>8</b>		<b>77</b>	<b>14916</b>
Saginaw	65	Optech	422	106514
<b>Total</b>	<b>65</b>		<b>422</b>	<b>106514</b>
St. Clair	29	Accuvote	240	48765
	31	Optech	208	52183
<b>Total</b>	<b>60</b>		<b>448</b>	<b>100948</b>
St. Joseph	16	Accuvote	113	29721
<b>Total</b>	<b>16</b>		<b>113</b>	<b>29721</b>
Sanilac	30	Optech	145	30570
<b>Total</b>	<b>30</b>		<b>145</b>	<b>30570</b>
Schoolcraft	8	Accuvote	27	4144
<b>Total</b>	<b>8</b>		<b>27</b>	<b>4144</b>
Shiawassee	16	Accuvote	111	22729
	8	Optech	70	12783
<b>Total</b>	<b>24</b>		<b>181</b>	<b>35512</b>
Tuscola	22	Optech	142	31138
<b>Total</b>	<b>22</b>		<b>142</b>	<b>31138</b>
Washtenaw	46	Accuvote	355	76460
	58	Optech	358	99538
<b>Total</b>	<b>104</b>		<b>713</b>	<b>175998</b>
Wayne	86	Accuvote	520	117345
	776	Optech	5637	850183
	59	Unilect	262	74092
<b>Total</b>	<b>921</b>		<b>6419</b>	<b>1041620</b>
Wexford	17	Accuvote	99	21153
<b>Total</b>	<b>17</b>		<b>99</b>	<b>21153</b>

State Total <b>(62 Counties)</b>	<b>2983</b>		<b>19734</b>	
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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. <b>This is the ONLY field that is NOT required to contain a value!</b>
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**

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 or Ballot Proposal option ("Yes", "No").
Field #10	Candidate First Name	Up to 32 character string	Candidate's first name as shown on ballot.
Field #11	Candidate Middle Name	Up to 32 character string	Candidate's middle name/initial as shown on ballot.
Field #12	Open Seats	Small integer	Number of open positions in this office/district/status code combination. This information is redundant (will repeat) with respect to candidates.

**County Codes (COUNTY.TXT)**

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

**Office Codes (OFFICES.TXT)**

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

**Office/District Codes (OFFDIST.TXT)**

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



**APPENDIX E**  
**State of Michigan Bureau of Elections Standard Precinct File Layout**  
 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		
				Performanc e Bond Cost per Unit	Insurance Cost per Unit	Other Solution Cost Per Unit
Precinct Count Optical Scan voting System  tabulator with modem,  ballot box , carry case and 2 memory cards	AccuVote- OS	\$4,200.00	\$4,754.75	\$23.04 (included in B)	Included	Included
County based  Election Management  System (EMS)	GEMS - See  Schedule	\$53,253.00  (average)	\$56,735.9 5  (average)	Included in \$23.04 above	Included	Included
Jurisdiction based  Election Management  System (EMS)	Up to 39 jurisdiction s  included	\$1.00	\$1.00	Included in \$23.04 above		

Price Breakdown - Optional Items	Model/Version	Unit Price (ea.)
Central County Optical Scan voting system Absentee Ballot System (ABS) tabulator (AccuFeed with cassette only)	Accu Feed	\$3,995.00
Voting Booth	Voting Booth - various	\$190.00 - \$250.00
Approved Ballot Storage Container (to transport ballots)	Ballot Transfer Bag	\$35.00
Memory Device	128KB Memory Card	\$250.00
Memory Device Transport Container	Ballot Transfer Bag	\$35.00
Extra Optical Scan Tabulators (Includes warranty, modem, ballot box, carry case, 2 memory cards, and shipping)	AccuVote- OS	\$4,212.97
Jurisdiction based Election Management  System (EMS)	See Schedule	

Optional Post Warranty Maintenance	Year 1	Year 2	Year 3	Year 4	Year 5
Annual maintenance price per Precinct Count Optical Scan unit	\$124.20	\$124.20	\$124.20	\$124.20	\$124.20
Annual maintenance price per EMS - <b>Mandatory</b>	\$6,676.63	\$6,676.83	\$6,676.83	\$6,676.83	\$6,676.83
Annual maintenance price per ABS	124.20	124.20	124.20	124.20	124.20
Total Maintenance Cost (5200 OS, 83 EMS, 1 ABS)	\$1,210,308.89	1,210,308.89	\$1,210,308.8 9	\$1,210,308.8 9	\$1,210,308.8 9



**APPENDIX F**

**COST PROPOSAL FORM**

Page 2 of 3

**GEMS Pricing Schedule**

<b><u>Precincts</u></b>	<b><u>License</u></b>
0-30	\$35,000
31-60	\$45,000
61-80	\$60,000
81-100	\$75,000
101-200	\$95,000
201-300	\$145,000
301-400	\$175,000
401-600	\$250,000
601+	\$300,000

**APPENDIX F**

**COST PROPOSAL FORM**

Tabulator Programming Costs, (price per tabulator):

<b>Election Year</b>	<b>2004</b>	<b>2006</b>	<b>2008</b>
State General Election	275	280	286
State Primary Election	275	280	286
Local General Election	275	280	286
Local Primary Election	275	280	286

\* Bid assumes one tabulator per precinct



**APPENDIX F  
COST PROPOSAL FORM  
Page 3 of 3**

**Ballot Printing Costs, (price per ballot):**

PRICE PER ORDER IS CALCULATED AS \$100 PLUS THE PRICE PER BALLOT BELOW

**2004 SMART TEST DECKS ARE NOT INCLUDED**

Expected Size	Volume	100	500	1000	5000	10000	25000	50000	100000	500000
19"	State General Election Ballot	.45	.42	.38	.34	.32	.32	.30	.30	.29
19"	State Primary Election Ballot	.45	.42	.38	.34	.32	.32	.30	.30	.29
12"	Local General Election	.43	.40	.36	.32	.30	.30	.28	.28	.27
12"	Local Primary Election	.43	.40	.36	.32	.30	.30	.28	.28	.27

PRICE PER ORDER IS CALCULATED AS \$100 PLUS THE PRICE PER BALLOT BELOW

**2006 SMART TEST DECKS ARE NOT INCLUDED**

Expected Size	Volume	100	500	1000	5000	10000	25000	50000	100000	500000
19"	State General Election Ballot	.45	.42	.38	.34	.32	.32	.30	.30	.29
19"	State Primary Election Ballot	.45	.42	.38	.34	.32	.32	.30	.30	.29
12"	Local General Election	.43	.40	.36	.32	.30	.30	.28	.28	.27
12"	Local Primary Election	.43	.40	.36	.32	.30	.30	.28	.28	.27

PRICE PER ORDER IS CALCULATED AS \$100 PLUS THE PRICE PER BALLOT BELOW

**2008 SMART TEST DECKS ARE NOT INCLUDED**

Expected Size	Volume	100	500	1000	5000	10000	25000	50000	100000	500000
19"	State General Election Ballot	.47	.43	.39	.35	.33	.33	.31	.31	.30
19"	State Primary Election Ballot	.47	.43	.39	.35	.33	.33	.31	.31	.30
12"	Local General Election	.45	.41	.37	.33	.31	.31	.29	.29	.28
12"	Local Primary Election	.45	.41	.37	.33	.31	.31	.29	.29	.28



**APPENDIX G**  
**UNIT PRICE BREAKDOWN - Optical Scan Tabulators**  
 Page 1 of 2

Item	Sub Item	Potential Quantity	Price Breakdown	Unit Price
Optical Scan Tabulators		5,200		
	<b>Initial Acquisition Cost</b>			
	Contracting Time			
	State			
	County			
	Hardware	5,200	\$21,840,000.00	\$4,200.00
	Software			
	Warranty			
	Documentation	5,200	\$5,564.00	\$1.07
	Training			
	Performance Guarantee	5,200	\$119,808.00	\$23.04
	<b>Implementation Cost</b>			
	Project Management	5,200	\$785,460.00	\$151.05
	Logistics			
	Transportation			
	Receiving			
	Unpacking			
	Removal of Packaging			
	Configuration			
	Testing			
	Installation	5,200	\$66,508.00	\$12.79
	Training Time & Travel	5,200	\$649,220.00	\$124.85
	<b>Other</b>			
	Election Specialist	5,200	\$908,700.00	\$174.75
	Election Day Rovers	5,200	\$297,180.00	\$57.15
	Server Installation	5,200	\$52,260.00	\$10.05
	<b>TOTAL OPTICAL SCAN TABULATORS</b>	<b>5,200</b>	<b>\$24,724,700.00</b>	<b>\$4,754.75</b>



**APPENDIX G  
UNIT PRICE BREAKDOWN - EMS  
Page 2 of 2**

Item	Sub Item	Potential Quantity	Price Breakdown	Unit Price
EMS Software		83		
	<b>Initial Acquisition Cost</b>			
	<b>Contracting Time</b>			
	State			
	County			
	<b>Software</b>	83	\$4,419,999.00	\$53,253.00
	<b>Warranty</b>			
	<b>Documentation</b>			
	<b>Training</b>	83	\$247,584.85	\$2,982.95
	<b>Performance Guarantee</b>			
	<b>Implementation Cost</b>			
	<b>Project Management</b>			
	<b>Logistics</b>			
	Transportation			
	Receiving			
	Unpacking			
	Removal of Packaging			
	<b>Configuration</b>			
	<b>Testing</b>			
	<b>Installation</b>			
	<b>Training Time &amp; Travel</b>			
	<b>Other</b>			
	<b>Voter Registration Interface</b>	83	\$41,500.00	\$500.00

**Total EMS Software** \$4,709,083.85    \$56,735.95

**Total Optical Scan Tabulators and EMS Software** \$29,433,783.85



**APPENDIX H  
TRAINING MATRIX  
Page 1 of 8**

**This matrix represents the minimum guarantees for training provided to the State and jurisdictions. All costs shall be included in Appendix G. Refer to Section III-I for Training Course Descriptions for additional training and associated costs.**

State Level							
Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
TABULATORS--Initial Technical Training	1	8 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	N/A
TABULATORS--Election Day Training Procedural	1	8 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	Yes
Election Management System (EMS) Software: Initial Training	1	16 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	N/A
Election Management System (EMS) Software: Election Day Training	1	8 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	Yes



**APPENDIX H  
TRAINING MATRIX  
Page 2 of 8**

County Level							
Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
TABULATORS--Initial Technical Training	83	8 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	N/A
TABULATORS--Election Day Training Procedural	83	8 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	Yes
Election Management System (EMS) Software: Initial Training	83	16 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	N/A
Election Management System (EMS) Software: Election Day Training	83	8 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	Yes



**APPENDIX H  
TRAINING MATRIX**

Page 3 of 8

Jurisdiction Level - 600 Precincts							
Category	Number of Sessions	Number of contractor staff hours per session. (Length of session)	Maximum number of participants per session.	Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).	Is 1 on 1 training available?	List examples of tests given to measure proficiency once training is completed.	Is Election Day troubleshooting training included?
TABULATORS--Initial Technical Training	1	8 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	N/A
TABULATORS--Election Day Training Procedural	1	8 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	Yes
Election Management System (EMS) Software: Initial Training	1	16 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	N/A
Election Management System (EMS) Software: Election Day Training	1	8 hours	5	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	Yes



**APPENDIX H  
TRAINING MATRIX  
Page 4 of 8**

<b>Jurisdiction Level - 100 Precincts</b>							
<b>Category</b>	<b>Number of Sessions</b>	<b>Number of contractor staff hours per session. (Length of session)</b>	<b>Maximum number of participants per session.</b>	<b>Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).</b>	<b>Is 1 on 1 training available?</b>	<b>List examples of tests given to measure proficiency once training is completed.</b>	<b>Is Election Day troubleshooting training included?</b>
<b>TABULATORS--Initial Technical Training</b>	1	8 hours	2	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	N/A
<b>TABULATORS--Election Day Training Procedural</b>	1	8 hours	2	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	Yes
<b>Election Management System (EMS) Software: Initial Training</b>	1	16 hours	2	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	N/A
<b>Election Management System (EMS) Software: Election Day Training</b>	1	8 hours	2	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	Yes



**APPENDIX H  
TRAINING MATRIX  
Page 5 of 8**

<b>Jurisdiction Level - 5 Precincts</b>							
<b>Category</b>	<b>Number of Sessions</b>	<b>Number of contractor staff hours per session. (Length of session)</b>	<b>Maximum number of participants per session.</b>	<b>Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).</b>	<b>Is 1 on 1 training available?</b>	<b>List examples of tests given to measure proficiency once training is completed.</b>	<b>Is Election Day troubleshooting training included?</b>
<b>TABULATORS--Initial Technical Training</b>	1	8 hours	2	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	N/A
<b>TABULATORS--Election Day Training Procedural</b>	1	8 hours	2	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	Yes
<b>Election Management System (EMS) Software: Initial Training</b>	1	16 hours	2	Yes; 8 hours; 2 participants; 8 hours	Yes	In-class exercise	N/A
<b>Election Management System (EMS) Software: Election Day Training</b>	1	4 hours	2	Yes; 4 hours; 2 participants; 4 hours	Yes	In-class exercise	Yes



**APPENDIX H  
TRAINING MATRIX  
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<b>Pollworker Training</b>							
<b>Category</b>	<b>Number of Sessions</b>	<b>Number of contractor staff hours per session. (Length of session)</b>	<b>Maximum number of participants per session.</b>	<b>Is a train the trainer format available? If so, indicate hours per session, maximum number of participants per session, and staff hours allocated (length of session).</b>	<b>Is 1 on 1 training available?</b>	<b>List examples of tests given to measure proficiency once training is completed.</b>	<b>Is Election Day troubleshooting training included?</b>
<b>TABULATORS--Initial Technical Training</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>TABULATORS--Election Day Training Procedural</b>	1020 (assumed 5 pollworkers per precinct)	4 hours	25	Yes; 4 hours; 25 participants	N/A	N/A	N/A
<b>Election Management System (EMS) Software: Initial Training</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Election Management System (EMS) Software: Election Day Training</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A



**APPENDIX H  
TRAINING MATRIX  
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**Additional Questions**

<p>1. Describe your plans for assisting local and county election officials in the training for election inspectors within 20 days prior to an election pursuant to Michigan Election Law.</p>	<p>Classes to train County Election Inspectors will be offered at regional locations before the first election. The class will prepare County Election staff to conduct Poll Manager training. A detailed training curriculum will be developed based on the State's approved Poll Manager guide. In addition, DESI will assist the county officials in the conduct of their training for the first two elections.</p>
<p>2. Describe your plans for providing post delivery training referenced in "Section II-D DELIVERABLES, 2. c. Training and User Information" required within 30 days following delivery.</p>	<p>Each county will receive the following training:  <b>A. GEMS Training</b>                  Target Audience: Election Director and staff                  Prerequisite: Equipment Operations, Microsoft Windows Basics, knowledge of networks and file server.                  Timeline: TBD                  Duration: 4 Days                  Location: County Election Office                  Number of Personnel Trained per County: 1-4                  Class Size: 8-10</p> <p>The GEMS election database programming class will be offered as a 4-day course at dates to be determined. GEMS classes will be presented in classroom settings across the State, with a computer available for each student. The first three days of class will take the student through database programming, and students will program a Michigan election.</p> <p>The fourth day of GEMS training will cover election reporting and possible post-election tasks such as auditing and recount. Result's functionality will be covered in the afternoon of this course. County web-site coordinators and/or IT staff may join this portion of the</p>



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training, enabled through shared computers.

**B. AccuVote-OS Operations**

Target Audience: Election Staff responsible for Ballot Operations  
Prerequisite: Equipment Operations, Windows Basics, knowledge of networks and file server.

Timeline: TBD

Duration: 1 Day

Location: County Election Offices

Number of Personnel Trained Per County: 1-7

Class Size: 1-7

AccuVote-OS Operations courses will be one day in duration with courses being offered at dates to be determined. Course content includes functional operation of the AVOS. The class will be conducted in the County warehouse, and the optical scan equipment will be reviewed. A detailed training curriculum will be developed.

3. Describe the types of voter education training materials that you will provide as required in Section III-C TASKS in the ITB. Please indicate when these materials will be provided.

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Sample poll worker videos can be sent to the counties who select DESI by April 1, 2004. Counties will also receive a full set of documentation including software and hardware users guides and opening and closing the polls instructions.



**APPENDIX I  
PROJECT MANAGEMENT MATRIX  
Page 1 of 1**

The State presumes project management resources will differ based on the size of county. This matrix represents the minimum commitments for the following county examples.

<b>County Size</b>	<b>Minimum number of contractor staff hours</b>	<b>Minimum number of contractor staff persons (FTE's)</b>	<b>Time Lapse of initial implementation project plan (Start date - end date)</b>
<b>Small County (Example - Schoolcraft Co.)</b>	720	1	May 04 thru Nov 06
<b>Medium County (Example - Ingham Co.)</b>	960	1	May 04 thru Nov 06
<b>Large County - (Example - Oakland Co.)</b>	1920	2	May 04 thru Nov 06



**APPENDIX J  
ELECTION COST SCENARIOS**

Instructions for filling out APPENDIX J. The intent of Appendix J is to derive a total cost of ownership together with the cost of running an election with optical scan equipment and EMS software. **Fill in all un-shaded boxes, to include the “Other Costs” box if necessary.**

Each county and jurisdiction listed is assumed to have one copy of EMS software and one tabulator per precinct. List all costs for each county and jurisdiction per election year as a total cost, not as a per tabulator cost or a per ballot cost.

Counties are responsible for printing costs for the 2004 and 2008 general elections; cities are responsible for programming costs. For the 2007 city election, cities are responsible for both printing and programming costs. Using this as the criteria, enter only costs that accrue to the county in the county section, and enter only costs that accrue to the city in the city section.

Printing and programming costs for the General Elections should be based on the general election ballot used at the oral demonstration. Printing costs for the City Election should be based on the city election ballot handed out at the pre-bid meeting.

\*Other costs: Include, and itemize on a separate sheet if necessary, any other mandatory items/costs (not listed) necessary to administer an election using a precinct based optical scan voting system. Do not include other “optional” items/costs already listed in Appendix F.



**APPENDIX J  
ELECTION COST SCENARIOS**

Page 1 of 3

County/ City	Tabulators				Cost Item	Initial Acquisition Cost	On Going Costs		
	Precincts	AVCBs	Backup	Total			2004 General Election	Post Warranty	
								2007 City Election	2008 General Election
Wayne Co.  1,368,000 Reg voters  889,200 Ballots	1229	113	69	1411	Tabulators	8,066,136.71			
					Election Management System Software	400,000.00			
					Vendor Contracted Programming				
					Vendor Contracted Ballot Printing		360,126.00		374,708.00
					Optional Post Warranty Tabulator Maintenance				
					EMS Annual License Fee	0	72,000.00	74,160.00	
					Other Costs (Mandatory Items)*	172,579.41	0	0	
					<b>Total Acquisition Cost</b>	8,638,716.12			
					<b>Total County Election Cost</b>		360,126.00	72,000.00	448,868.00
City of Detroit  630,000 Reg voters  409,500 Ballots	620	50	6	676	Tabulators	3,864,428.36			
					Election Management System Software	400,000.00			
					Vendor Contracted Programming		184,250.00	187,600.00	191,620.00
					Vendor Contracted Ballot Printing			154,545.00	
					Optional Post Warranty Tabulator Maintenance			101,400.00	101,400.00
					EMS Annual License Fee	0	72,000.00	74,160.00	
					Other Costs (Mandatory Items)*	82,681.56	0	0	
					<b>Total Acquisition Cost</b>	4,347,109.92			
					<b>Total City Election Cost</b>		184,250.00	515,545.00	367,180.00



**APPENDIX J  
ELECTION COST SCENARIOS  
Page 2 of 3**

County	Precincts	AVCBs	Backup	Total Tabulators	Cost Item	Initial Acquisition Cost	On Going Costs		
							2004 General Election	Post Warranty	
								2007 City Election	2008 General Election
Kalamazoo Co. 168,000 Reg voters  109,200 Ballots	110	4	5	119	Tabulators	680,276.59			
					Election Management System Software	115,000.00			
					Vendor Contracted Programming				
					Vendor Contracted Ballot Printing		44,226.00		46,016.00
					Optional Post Warranty Tabulator Maintenance				
					EMS Annual License Fee		0	20,700.00	21,321.00
					Other Costs (Mandatory Items)*	14,554.89	0	0	0
					<b>Total Acquisition Cost</b>	<b>809,831.48</b>			
					<b>Total County Election Cost</b>		<b>44,226.00</b>	<b>20,700.00</b>	<b>67,337.00</b>
City of Kalamazoo 48,000 Reg voters  31,200 Ballots	26	2	2	30	Tabulators	171,498.30			
					Election Management System Software	55,000.00			
					Vendor Contracted Programming		7,700.00	7,840.00	8,008.00
					Vendor Contracted Ballot Printing			11,774.00	
					Optional Post Warranty Tabulator Maintenance			4,500.00	4,500.00
					EMS Annual License Fee		0	9,900.00	10,197.00
					Other Costs (Mandatory Items)*	3,669.30	0	0	0
					<b>Total Acquisition Cost</b>	<b>230,167.60</b>			
					<b>Total Election Cost</b>		<b>7,700.00</b>	<b>34,014.00</b>	<b>22,705.00</b>



**APPENDIX J  
ELECTION COST SCENARIOS**

**Page 3 of 3**

County	Precincts	AVCBs	Backups	Total Tabulators	Cost Item	Initial Acquisition Cost	On Going Costs		
							2004 General Election	Post Warranty	
								2007 City Election	2008 General Election
Cheboygan Co. 21,000 Reg voters  13,650 Ballots	29	0	2	31	Tabulators	177,214.91			
					Election Management System Software	55,000.00			
					Vendor Contracted Programming				
					Vendor Contracted Ballot Printing		5,528.00		5,752.00
					Optional Post Warranty Tabulator Maintenance				
					EMS Annual License Fee		0	9,900.00	10,197.00
					Other Costs (Mandatory Items)*	3,791.61	0	0	0
					<b>Total Acquisition Cost</b>	236,006.52			
					<b>Total County Election Cost</b>		5,528.00	9,900.00	15,949.00

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City of Cheboygan 3,500 Reg voters  2,275 Ballots	4	0	0	4	Tabulators	22,866.44			
					Election Management System Software	55,000.00			
					Vendor Contracted Programming		1,100.00	1,120.00	1,144.00
					Vendor Contracted Ballot Printing			858.00	
					Optional Post Warranty Tabulator Maintenance			60.00	60.00
					EMS Annual License Fee		0	9,900.00	21,321.00
					Other Costs (Mandatory Items)*	489.24	0	0	0
					<b>Total Acquisition Cost</b>	78,355.68			
					<b>Total City Election Cost</b>		1,100.00	11,938.00	22,525.00

Assumptions: These dollar amounts assume a start date for delivery of the system in 2004, and that the printing costs cover the following: (1) color blocking, (2) variable data printed on ballot stubs, (3) shrink-wrapping, (4) scoring for absentee ballots and (5) start-and-stop identification sheets separating ballot styles.



**APPENDIX K**  
**2005 ELECTION ADMINISTRATIVE SUPPORT**

1. What is the daily rate (the amount of money that would be charged ON ELECTION DAY) for one person whose purpose would be to support precincts. While we have slots for this figure under Phase I and under Phase II, the dollar figures should be identical.
2. What is the daily rate (the amount of money that would be charged ON ELECTION DAY) for one person whose purpose would be to support a full suite of EMS.
3. What is the daily rate (the amount of money that would be charged ON ELECTION DAY) for one person whose purpose would be to support only the Vote Accumulation portion of EMS.
4. Appendix K calls for a “total precinct cost per election for tabulator and EMS support”. Please disregard this field. A response is not required.
5. Please note there are two tabs to Appendix K, one for tabulators and one for EMS.



**APPENDIX K  
2005 ELECTION ADMINISTRATIVE SUPPORT  
Page 1 of 2**

**Tabulator**

		Phase I Jurisdictions					
		1 Pct	2-10 Pcts	11-20 Pcts	21-50 Pcts	51-100 Pcts	101-> Pcts
Election Day Support							
Help Desk		No additional charge - Help desk support is covered under terms of the license agreement					
Field Support*		1 person per 10 jurisdictions		1 person per 5 jurisdictions		1 person per jurisdiction	2 persons per jurisdiction
Daily Rate	\$750						
		Phase II Jurisdictions					
		1 Pct	2-10 Pcts	11-20 Pcts	21-50 Pcts	51-100 Pcts	101-> Pcts
Election Day Support							
Help Desk		No additional charge - Help desk support is covered under terms of the license agreement					
Field Support*		1 person per 15 jurisdictions		1 person per 10 jurisdictions		1 person per 3 jurisdictions	2 persons per jurisdiction
Daily Rate	\$750						
Total Cost per precinct per election for tabulator and EMS support							

\*Does not include hardware support as provided under the terms of this contract and warranty agreement.



**APPENDIX K  
2005 ELECTION ADMINISTRATIVE SUPPORT  
Page 2 of 2**

**EMS**

	Full Suite	Vote Accumulation and Reporting Only
<b>Pre-election</b>	<b>Help Desk</b>	<b>Help Desk</b>
Assist with Ballot Definition, Programming, and Testing*	No additional charge - Help desk support is covered under terms of the license agreement	No additional charge - Help desk support is covered under terms of the license agreement
	<b>Field Support</b>	<b>Field Support</b>
	Support contracted for by the user	Not applicable
<b>Post Election</b>	<b>Help Desk</b>	<b>Help Desk</b>
Assist with Vote Accumulation and Reporting*	No additional charge - Help desk support is covered under terms of the license agreement	No additional charge - Help desk support is covered under terms of the license agreement
	<b>Field Support</b>	<b>Field Support</b>
	1 person per 3 users	1 person per 3 users

Daily Rate Full Suite \$1,000/person Note A      Daily Rate Vote Accum Only \$1,000/person Note B

\*Post training EMS user support for ballot definition, programming and testing, and vote accumulation and reporting. This does not include any costs associated with contracts entered into by the licensee with the vendor for these services.

**Note A**

Amount of days required is dependent upon various factors including election and ballot specifications. Daily Rate Full Suite includes both pre- and post-election tasks.

**Note B**

Daily Rate Vote Accumulation Only requires a 3 day minimum at \$1,000/day per specialist provided. Portal to portal expenses are additional costs that would require reimbursement by the jurisdiction.



**APPENDIX L  
QUESTIONS AND ANSWERS  
ADDENDUM #1**

**(Has been revised to reflect changes in addendums 2-4)  
Page 1 of 7**

**Note: The term “equipment” referenced in this document shall include all applicable hardware, software, and components.**

1. **Question from Sequoia:** In Phase II, will all of the optical scan and DRE equipment be replaced? If not, what is the determining factor?

**Answer:** Optical scan equipment purchased prior to the November 7, 2000 general election will be replaced. Jurisdictions that purchased optical scan equipment after November 7, 2000 will receive a one-time reimbursement from the state. We anticipate that all DRE equipment will be replaced regardless of when it was purchased. Equipment replacement plans are contingent upon the receipt of adequate federal funding.

2. **Question from Sequoia:** Does the State require a bond performance guarantee for system replacement in paper ballot counties? If yes, what are the requirements?

**Answer:** No. While paper ballot precincts will be included in the Phase I replacement of voting equipment, the additional \$3,192.22 performance guarantee is not required for precincts in which paper ballots are used. Paper ballot precincts fall under the same minimum performance guarantees required for Phase II precincts.

3. **Question from Sequoia:** Paragraph 6 states that the State will purchase approximately 500 precinct count optical scan tabulators for the processing of absent voter ballots. When are these to be implemented – Phase I or Phase II? How will these units be used?

**Answer:** Based on the availability of federal funds, absent voter counting board tabulators will be purchased along with other tabulators purchased in both Phase 1 and Phase 2.

4. **Question from Sequoia:** How will the state use the 500 tabulators?

**Answer:** As indicated above, the State will authorize the additional purchase of tabulators to be used in absent voter counting boards by selected jurisdictions. These tabulators will be purchased in the same manner as those purchased for use in precincts.

5. **Question from Sequoia: I-CC Modification of Service- In the third paragraph, the last sentence asks for a detailed outline of all work to be done. Does the State want the detailed outline as a part of the response to this section?**

**Answer:** This clause is not applicable to the bid response. This is a standard term that would be included in the resulting contract.



**APPENDIX L  
QUESTIONS AND ANSWERS  
ADDENDUM #1**

**(Has been revised to reflect changes in addendums 2-4)  
Page 2 of 7**

6. **Question from Sequoia:** Item 2 recommends using the label provided with the ITB to deliver the package. How can we get a label?

**Answer:** This boilerplate language predates the ability to download ITB communications via the Internet. Acquisition Services is not currently mailing bids and labels to vendors. Please use your own label.

7. **Question from Sequoia:** Does the State want information about how the proposed system may be used with an integrated HAVA compliant disability voting device available for future Phase III planning? If yes, where should that information be placed?

**Answer:** As stated in Section II-B OBJECTIVES, a decision on how to satisfy the disabled voter accessibility requirements in HAVA will be addressed at a later date. Bidders are to discuss in general how their optical scan precinct count tabulators and EMS can be integrated with any disabled voter equipment. Bidders are to include this information in a separate identified section as part of the "Statement of the Problem" in Section IV of the ITB.

8. **Question from Sequoia:** I-P Staffing Obligations- Do you want the Project Manager designated in this section? If so, where do you want this section in the RFP format? Can the Project Manager designation be made in Section IV-C, item 4. Project Staffing?

**Answer:** Section I-P STAFFING OBLIGATIONS is filled in by the buyer once the contract is established. For the purpose of the bid response, please complete Section IV-C.

9. **Question from Sequoia:** In preparing a ballot printing price, are the ballot samples for the primary and general election to be provided at the pre-bid, representative of the actual ballots to be used (numbering, imprints, etc.)?

**Answer:** The state primary and general election ballots included in the packets distributed at the pre-bid meeting shall be used during oral presentations. In addition, all ballots distributed in the packet shall be used in responding to the price proposal portion of the ITB for ballot printing and programming.



**10. Question from Sequoia:** On the cover sheet Form DMB 285 after the vendor information and signature lines, there is a listing by Item and commodity ID and with space for unit cost and amount. What does the state want listed here? Are we to use Appendix F & G Cost proposals for our pricing information instead?

**Answer:** Please disregard the pricing portion on the DMB form 285 but be sure to fill in the top half of this form. Pricing is to be completed on Appendix F & G of the ITB document.



**APPENDIX L**

**QUESTIONS AND ANSWERS**

**ADDENDUM #1**

**(Has been revised to reflect changes in addendums 2-4)**

**Page 3 of 7**

**11. Question from Sequoia:** Will there be a minimum jurisdiction size for municipalities to determine who will receive Ballot Generation Software and/or EMS?

**Answer:** It is not anticipated that all jurisdictions will be provided with EMS software. Prices proposed by vendors and available HAVA funding will ultimately determine which jurisdictions will receive EMS software. The State does intend to purchase EMS software for all 83 counties.

**12. Question from Sequoia:** Election Administrative Support. Would you please clarify the support requirements? What kind of support? The pre-election and accuracy testing. Does this mean creating the test decks for all precincts or just training jurisdiction staff in the conduct of pre-election logic and accuracy testing?

**Answer:** Vendors are not responsible for the preparation of test decks. Vendors are expected to summarize in their proposals their plan for providing training and assistance as outlined in Section II-D, DELIVERABLES.

**13. Question from Sequoia:** Ballot printing vendors. Will the chosen vendor qualify the printers who we feel will best fit and are most capable of handling the printing of the ballots?

**Answer:** Yes.

**Question from Sequoia:** Will the state mandate who is allowed to print the ballots?

**Answer:** No.

**Question from Sequoia:** Will the counties and jurisdictions only be able to use those printers who are approved and qualified by the vendor?

**Answer:** No. Michigan election law does not require counties or local jurisdictions to contract solely with vendor approved printers for the production of ballots.

**Additional clarification:** As stated in Section III-E SELECTION CRITERIA, bidders shall discuss in their response, inexpensive procedures for qualifying local printers to print optical scan ballots and how they will ensure that ballots are printed and delivered in accordance with the deadlines established under Michigan election law. Each vendor shall maintain a list of qualified printers within the state which shall be available to local jurisdictions. The state will not identify printers of preference.

**14. Question from Sequoia:** The Unit Price Breakdown. For clarification, all the items listed on the

page (i.e. software, hardware, warranty, training...) are to be included in the Overall Unit Cost at the top of the page and require a breakdown of what went into determining that unit cost?

**Answer:** Bidders shall indicate overall cost, as well as a breakdown showing sub-component costs that shall add up to equal the Overall Unit Cost.



**APPENDIX L  
QUESTIONS AND ANSWERS  
ADDENDUM #1**

**(Has been revised to reflect changes in addendums 2-4)  
Page 4 of 7**

**16. Question from Sequoia:** Most of the State using optical scan currently is using arrows to cast their vote. Why the migration to ovals? Will this be a county choice or is this a mandatory state requirement?

**Answer:** The purpose of PA91 of 2002 is to provide a uniform voting experience to all voters. Most voters are familiar with filling in an oval when using optical scan technology. The initial decision to purchase a system that utilizes arrows or ovals will be up to each county and the cities and townships within each county. However, the state is seeking a plan for the eventual transitioning of all optical scan systems to ovals.

**17. Question from ES&S:** Section I-RR – PERFORMANCE GUARANTEE. Are we talking \$3192.22 times the number of units, or are we doubling that amount times the number of units for the bond, because in reading this, I can read it either way.

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

**18. Question from ES&S:** Regarding EMS software, there was no mention of third party hardware PC's.

Will the bidder be responsible for providing the PC's?

**Answer:** No. The EMS price should only include the software and any required interface.

**19. Question from ES&S:** Referring to the training video required in the ITB, our literature talks about it as a CD-ROM. Do you consider DVD the same as a CD-ROM?

**Answer:** No. It is required that the video be made available in both DVD and VHS, however CD-ROM may be considered as an additional option.

**20. Question from ES&S:** Do you prefer to have the videos Michigan specific?

**Answer:** Not necessarily. Our goal is to provide clerks with a training video that can be used to provide basic training information to voters and election officials on the use of the equipment in conformance with the provisions of Michigan election law.

**21. Question:** There were also samples of a city primary for the City of Hamtramck and general for the City of Trenton. Are we to produce test ballots for those two city elections as well? The instructions did not specify those.

**Answer:** As addressed in response to Question 9 above, the city primary and general election ballots included in the Pre-Bid packet are only to be used for determining the ballot printing and tabulator programming costs required in APPENDIX F Cost Proposal Form.



**APPENDIX L  
QUESTIONS AND ANSWERS  
ADDENDUM #1**

**(Has been revised to reflect changes in addendums 2-4)  
 Page 5 of 7**

**23. Question:** Does the Performance Guarantee Coverage for Phase I require that the selected vendor(s) provide two Performance Guarantees in the amount of \$3,192.22 each? One bond for "late delivery or nonperformance of equipment, hardware, software, or components," and a separate bond for "the value of the warranty coverage, value of the mandatory equipment on the purchase order agreement with each county, and the reimbursement amount of \$3,192.22 per precinct"?

**Answer:** No. The \$3192.22 reimbursement amount applies only to Phase I precincts using punch cards and lever machines as of February 2006, but excludes those using paper ballots. Thus for Phase I precincts using punch cards and lever machines, the total performance guarantee amount is comprised of three components: (1) the minimum performance guarantee that is based on the purchase order value of all mandatory equipment, (2) the value of the warranty coverage, and (3) the mandated federal reimbursement amount of \$3192.22 per non-compliant precinct (if applicable). For example, if the purchase order value is \$4500.00, and the value of the warranty coverage is \$30, then the performance guarantee would be calculated in the following manner:

Example: For Phase I precincts using punch cards and lever machines:

\$4500.00 Value of purchase order  
 + \$30.00 Value of warranty coverage  
+ \$3192.22 State's reimbursement to the federal government.\*  
 = \$7,722.22 Total Performance Guarantee Amount

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

For all other precincts in Phase I and for all precincts in Phase II, the total performance guarantee amount is comprised of two components: (1) the minimum performance guarantee that is based on the purchase order value of all mandatory equipment, and (2) the value of the warranty coverage.

Example: For all other precincts in Phase I and for all precincts in Phase II

\$4500.00 Value of purchase order  
+ \$30.00 Value of warranty coverage  
 = \$4530.00 Total Performance Guarantee Amount



**APPENDIX L  
QUESTIONS AND ANSWERS  
ADDENDUM #1**

**(Has been revised to reflect changes in addendums 2-4)  
Page 6 of 7**

**26. Question:** The Performance Guarantee requirement in Section I-RR indicates that jurisdictions that currently use paper ballot voting systems will be excluded from voting system replacement in Phase I. However, in Section I, I-A Purpose, the following statement indicates that jurisdictions that "currently use paper ballots" will be included in Phase I replacement. Please define paper ballots, i.e., regular 8 1/2 x 11 paper or OMR ballot paper?:

**Answer:** Paper ballot precincts are those that use traditional paper ballots regardless of size. In addition, the State will be replacing central count optical scan systems. Paper ballot precincts and central count optical scan precincts will receive new equipment in Phase I.

The minimum performance guarantee and the value of the warranty coverage is required for precincts using the voting systems described in the previous paragraph. A performance guarantee for the State's reimbursement amount of \$3192.22 is not required for these precincts.

**29. Question:** May an office be maintained from a residential office?

**Answer:** Yes.

**30. Question:** Does the State have a minimum requirement for the number of staff maintained in an office located in Michigan?

**Answer:** No.

**31. Question:** Will the DOS and County Clerks consider a web-based or CD program in place of a video?

**Answer:** No. (Please refer to Question and Answer #20).

**32. Question:** Is the use of ovals mandatory and can the reference in Section II-B be removed from the ITB?

**Answer:** No. The use of ovals is not mandatory under the conditions of this ITB. The State's intent is to provide a uniform voting experience to all Michigan voters. The utilization of arrows will not be used as an evaluation factor in this ITB. However, the State is requesting that bidders describe a migration plan to ovals in their response to the ITB.

**33. Question:** Can you please define the term "bolt-on" as it is used in the following excerpt from ITB #07114001011; does it mean third party? The unit price (APPENDIX F, Cost Proposal Form, column A) listed shall include all delivery costs, management and oversight, hardware, software, licenses, back-up system, election management equipment, training and required bolt-on software, with a full warranty.



**APPENDIX L  
QUESTIONS AND ANSWERS  
ADDENDUM #1**

**(Has been revised to reflect changes in addendums 2-4)  
Page 7 of 7**

**Answer:** Bolt-on software refers to any software, third party or propriety, necessary to make either the EMS or tabulators function as required in the technical requirements of the ITB. For example, if you need Crystal Reports in order to print reports from the EMS system as specified in the technical requirements, we would expect Crystal Reports to be included in the Unit Price.

**34. Question:** My "question", really a request, is that the reference in the RFP to the DOE "preference" for ovals rather than arrows be eliminated from the RFP. Several of our competitors have highlighted this language and are implying that this will become the "defacto standard" for ballots in MI.

When I raised this issue in Lansing, you indicated that it was not a "mandatory" requirement, however is being represented as same by some.

**Answer:** Section II-B Objectives, Specific Requirements, Performance Capabilities (following letter m.)

**Please change to read:**

**“DOS prefers the use of ovals to define the "target area" or vote position of the ballot. However, no award preference will be given to bidders currently using ovals. A bidder whose system does not use ovals will be required to describe, in its proposal, a migration plan and schedule for the eventual transitioning of the system to the use of ovals.**



**APPENDIX M**  
**VENDOR CLARIFICATION QUESTIONS**  
**Page 1 of 11**

(Has been revised based on negotiation results)

1. In Appendix G, you indicate a cost for “Other Supplies” are \$122.31 per tabulator. Is this a one-time supply for the initial purchase or an on-going supply? How many of each item is provided?

Response: The cost for “Other Supplies” is for a one-time supply for the initial purchase and includes:

Memory Card (demo)	100
Demo Ballots	100 per county
Transfer Bag	1 per precinct
Marking Pens	12 per precinct
Secrecy Sleeves	10 per precinct
Printer Tape Rolls	2 per precinct
Ender Cards	2 per precinct
Serial Cables	5,100
OS Printer Ribbons	2 per precinct

2. What type of modem is included on your tabulator; analog or digital? Can the tabulator accommodate either and can it be switched? Can an analog modem accommodate a digital line and vice versa if that is all that is available? Is there an additional cost involved?

Response: The modem included with the tabulator is an analog modem. The tabulator cannot be switched to accommodate either analog or digital; therefore, there is no additional cost involved. DESI recommends connectivity to a fax line.

3. Regarding your response to Question #12, if a readability standard (e.g. set percentage of what constitutes a valid mark) were established that differed from the current Diebold readability setting, how would Diebold come into compliance with the new standard?

Response: Calibration is pre-set at the factory using a readability standard of the most reliable level for our equipment. If the standards were changed, DESI would evaluate the new standards and possibly submit the unit for re-certification.

4. Regarding your response to Question #14, what is the device used to physically transport ballots from precincts? What is the cost of this device? Please re-submit Appendix F to reflect the correct price under “approved ballot storage container.”

Response: The ballot transfer bag is used to physically transport ballots from precincts and costs \$35.00. Appendix F is being re-submitted to reflect the correct price for “approved ballot storage container.”



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**VENDOR CLARIFICATION QUESTIONS**  
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5. In your oral demonstration, you indicated that if GEMS is purchased, J Result Client would also be included. Confirm that there is no additional cost for the J Result Client.

Response: J Result Client is included at no additional cost with the purchase of GEMS.

6. Can settings on tabulator be changed by users or Diebold technicians?

Reader settings cannot be changed.

7. What type of carrying case is available for the tabulator?

The AccuVote carry case is constructed of durable Cordura nylon with a zipper opening across the top. The case may be carried using either the nylon handle or the shoulder strap. The padded case measures approximately 16" X 19" X 4" and has a zip pouch on the outside for storing cables, etc.

8. How much does the tabulator weigh?

The AccuVote-OS tabulator measures 14" X 16" X 3" and weighs approximately 14 pounds.

1. What ballot size(s) are available?

The AccuVote-OS unit accepts ballots that are 8.5" x 11"; 8.5" x 14"; and 8.5" x 17".

2. What type of paper stock is required for the ballots? What is the recommended weight of the paper stock?

The ballot is constructed with INDEX card stock. The weight of the stock can be between 90 and 110 pound paper stock. DESI recommends using short grain, to aid in the scoring and folding of absentee and mail ballots. Please refer to the Ballot Specification document included with this response.

3. What if the SOM does not choose your or any DRE system for accommodating disabled voters, discuss the compatibility of your optical scan system with other technologies.

Due to the software platform in which our products are developed, it is common practice to interface with other technologies. Diebold's R&D department is continually researching enhanced solutions based on market demand.



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VENDOR CLARIFICATION QUESTIONS**

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4. Please provide the fax number, address, e-mail and work hours for the authorized expeditor.

The contract expeditor is Barry Herron, Director of Sales, Diebold Election Systems. Barry may be reached at:

Diebold Election Systems  
1611 Wilmeth Road  
McKinney, TX 75069  
800-433-8683  
972-542-6044 fax  
[barryh@dieboldes.com](mailto:barryh@dieboldes.com)  
Hours: 8:00 am – 5:00 pm, Monday through Friday

5. Release notes on differences between two versions of tabulator firmware.

Please see the Release Notes included with this response.

6. Although this was discussed at the oral presentation, what internal (centralized) safeguards are in place to ensure that your customers only use ITA certified versions of software?

Fidlar Election Company maintains a current database on each AccuVote unit in use in the State of Michigan complete with customer name, model number, serial number, and software version.

7. Please provide clarification on the technical threshold (indicated as approximately 25%) for determining a valid mark.

Please refer to the AV-OS Mark Requirements document included with this response.

16. Where do the ballots go that contain **invalid** write in votes?

If the write-in oval is marked, all write-in ballots, valid and invalid, are diverted to the second main compartment in the ballot box. The counting authority must manually review each write in ballot to determine whether or not the name written is valid.



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17. Please clarify your response to #6 in light of the fact that most modems today are digital, not analog.

Diebold Election Systems has used analog modems and landlines since 1993 without a single documented instance of a compromised transmission. The transmission of data on Diebold Election Systems analog modems is further secured with the use of encrypted transmission protocols. Many of today's digital signals are ultimately converted to analog signals within the complicated network of signals typically in use over an entire state such as Michigan. When jurisdictions review the costs and benefits of digital versus analog modem transmission of data the costs of maintaining a true digital network infrastructure typically outweigh the perception of risks.

18. Does the bid price of the Central count AV tabulator include both AccuFeed and the standard tabulator?

The bid price for the central count unit is only for the AccuFeed and does not include the AccuVote tabulator.

19. What safeguards do you have in place to ensure that only approved voting systems and/or software are being used by your customers?

All AccuVote units are tested and inspected prior to election-day and verified as to their approved status, model and firmware release during the logic and accuracy testing.

20. In layman's terms, please summarize what constitutes a valid mark in the target area. Please provide examples or samples of what marks in the target area are detected by the tabulator and what marks are not detected. If you were asked to adjust the settings on your equipment, would this effect your bid price?

To be considered a valid mark, the mark in the target area should be darkened within the oval as completely as possible.



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**VENDOR CLARIFICATION QUESTIONS**  
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Examples of detected marks:



Please note that due to scanning the above marks are lighter than on the original document. The first mark was made with a pencil, the second mark was made with a pen, and the third and fourth marks were made with a fine tip marker.

Examples of undetected marks:



The reader settings cannot be changed.

21. Does your company have any new upgrades to your EMS software or tabulation system pending ITA approval that you anticipate will be sold prior to April 1, 2004?

Diebold Election Systems Inc. and Fidar Election Company will not be offering any upgrades to the EMS software or tabulation system that require ITA approval prior to April 1, 2004. Diebold Election Systems and Fidar Election Company do anticipate selling AccuVote model 1.94W units prior to April 1, 2004 which we expect will have received the approval of the Department of State subsequent to our completed testing on November 25, 2003. This firmware version has been successfully tested and the required documentation from the ITA has been submitted to the Department of State with our application on May 20, 2003.



**APPENDIX M  
VENDOR CLARIFICATION QUESTIONS**

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22. How does the tabulator handle invalid write-in votes? Are they deposited in the primary bin or a side bin?

Write-in or blank ballots may be separated from all other ballots by selecting the separation option in the AccuVote-OS Options window in GEMS. Once a ballot is determined to be blank or contain write-ins, the ballot deflector automatically rotates to cause the ballot to drop into the ballot box's alternate main compartment.

23. How many ballots does each compartment hold?

Each ballot box holds up to 1500 ballots in each of the two main compartments.

24. What is the potential for piracy during transmission of data via the modem?

The resources and knowledge required to intercept data during a point-to-point analog modem transmission makes the success of such an attack extremely unlikely and infeasible. Also, given the success of such an attack one would also have to reverse engineer the encoding scheme used for the data in order to make the data usable, and then engineer a method to send the data back on it's way to the central host machine in a format that appears to have not been tampered with so that it is not rejected.

25. How is the central count AV tabulator different from the precinct tabulator?

The AccuFeed auto feeder (central count unit) offered may be placed on top of the AccuVote for a simple, effective delivery system for ballots. The feeder unit has no wires attached to the AccuVote, utilizing a simple sensor system to indicate when the next ballot is to be fed. The AccuFeed, in and of itself, does not have ballot-counting capabilities. It simply attaches to an existing AccuVote ballot-processing unit and delivers ballots to the tabulator.

26. Does your company have any new upgrades to your EMS software or tabulation system pending ITA approval that you anticipate will be sold prior to April 1, 2004?

No.

27. The JEC was unable to find any discussion relative to project risks and constraints. Please discuss.

Due to the flexible nature of the Diebold implementation plan the only project risk projected would be if the award delayed the process of ordering equipment.



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VENDOR CLARIFICATION QUESTIONS  
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28. Can your tabulator identify multiple offices or proposals in which overrides occur?

The tabulator can identify multiple offices or proposals in which overrides occur.

29. Can you identify the teaming structure and individuals who will be working in Michigan?

The teaming structure will be dictated by the specific jurisdiction, but generally would be a combination of Diebold and Fidlar team members. In addition to the individuals listed on pgs.62-72 Fidlar has five full time account managers in Michigan and a full time staff of thirty employees in the Kalamazoo digital printing facility.

Steve Moreland (p.63) is the Director of Election Services. Steve will appoint / hire a project manager for Michigan who will report to Randy Deabenderfer (p.65), the Project Management Team Supervisor. Randy will not be the on-site PM, but is involved in each project on a management/supervisory level.

Larry Calvert is the Regional Election Support Supervisor. He will be involved in the implementation and will work with the PM.

30. List all equipment (with memory requirements) and software required to run the tabulator and EMS software?

DESI recommends the use of Dell servers with a minimum of 1GB of memory. Attached are configurations for the servers and associated hardware and software. Please note that there are two computer configurations; the appropriate size computer will be installed in each county. Additionally, hardware options (cables, ports, etc) provided that may not be required in every county.

<b>Base Unit:</b>	<b>PowerEdge 2600 2.0GHz/512K 533MHz FSB Xeon (221-2317)</b>
<b>Processor:</b>	<b>Information, No Second Processor (311-1193)</b>
<b>Memory:</b>	<b>1GB DDR SDRAM (2X512MB) (311-1785)</b>
<b>Keyboard:</b>	<b>Standard Windows Keyboard, Gray (310-1676)</b>
<b>Monitor:</b>	<b>No Monitor Option (320-0058)</b>
<b>Hard Drive:</b>	<b>3 X 36GB 10K RPM Ultra 320 SCSI Hard Drive (340-7314)</b>
<b>Hard Drive Controller:</b>	<b>PERC4/Di 128MB (2 Internal Channels) (340-6467)</b>
<b>Floppy Disk Drive:</b>	<b>Floppy Drive, 1.44M, F3, NBZL TEAC2 (340-3640)</b>
<b>Operating System:</b>	<b>NONE</b>



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VENDOR CLARIFICATION QUESTIONS  
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<b>Mouse:</b>	<b>Logitech System Mouse,Gray, Servers (310-3776)</b>
<b>TBU:</b>	<b>PowerVault 100T,DDS4,20/40G, Tape Backup,Controller Included,Internal (340-7157)</b>
<b>CD-ROM or DVD-ROM Drive:</b>	<b>24X IDE CD-RW/DVD ROM Drive for PowerEdge Servers (313-1999)</b>
<b>Speakers:</b>	<b>1X6 Backplane,PE2600 (311-1839)</b>
<b>Documentation Diskette:</b>	<b>Electronic Documentation on CD (310-0438)</b>
<b>Additional Storage Products:</b>	<b>36GB 10K RPM Ultra 320 SCSI Hard Drive (340-6863)</b>
<b>Feature</b>	<b>MR5/N, Drives attached to PERC4/Di (340-6472)</b>
<b>Feature</b>	<b>Tower Chassis Orientation,P260 (310-1720)</b>
<b>Service:</b>	<b>Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (900-6350)</b>
<b>Service:</b>	<b>Premier Enterprise Support - Gold - Advanced Software Support Quantity 3 Resolutions (950-0117)</b>
<b>Service:</b>	<b>Premier Enterprise Support - Gold - Premium Services, 2YR Extended (950-0119)</b>
<b>Service:</b>	<b>Premier Enterprise Support - Gold - Premium Services, Initial Year (950-0138)</b>
<b>Service:</b>	<b>Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, 2YR Extended (900-6362)</b>
<b>Service:</b>	<b>Premier Enterprise Support Service Gold Welcome Letter (310-3785)</b>
<b>Installation:</b>	<b>On-Site Installation Declined (900-9997)</b>
<b>Misc:</b>	<b>Redundant Power Supply,PE2600 (310-1726)</b>
<b>Misc:</b>	<b>Intel Pro 100S w/ IPSEC Network Adapter (430-0369)</b>



**APPENDIX M  
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Medium Server Specifications

<b>Base Unit:</b>	PowerEdge 4600,2.4GHz/512K Xeon (221-0364)
<b>Processor:</b>	2ND Proc 2.4GHZ/512K,Xeon, PE4600 (311-1849)
<b>Memory:</b>	1GB DDR SDRAM 266MHZ (4X256MB)PowerEdge (311-2442)
<b>Keyboard:</b>	Standard Windows Keyboard,Gray (310-1676)
<b>Monitor:</b>	No Monitor Option (320-0058)
<b>Hard Drive:</b>	18GB 15K RPM Ultra 320 SCSI Hard Drive, PowerEdge (340-8453)
<b>Hard Drive Controller:</b>	PERC3,DC,128MB,1 Internal & 1 External Channels,With Documentation (340-2488)
<b>Floppy Disk Drive:</b>	Floppy Drive,1.44M,F3, Third Height,PowerEdge 4500 (340-2903)
<b>Operating System:</b>	No Operating System for Dell PowerEdge Servers,No OTHER (420-4106)
<b>Operating System:</b>	Dell OpenManage Kit,32-Bit (310-1261)
<b>Mouse:</b>	Mouse,Wheel,1.3A,Microsoft, Server,Midnight Gray (310-3777)
<b>NIC:</b>	Intel Pro 100S w/ IPSEC Network Adapter (430-0369)
<b>TBU:</b>	PowerVault 100T DDS4,20/40GB Internal TBU No Controller (340-6554)
<b>CD-ROM or DVD-ROM Drive:</b>	24X IDE Internal CD-ROM,Black,for Dell PowerEdge (313-0317)
<b>Speakers:</b>	Printed Wiring Assembly BackPlane,1X8,PowerEdge 4600 (311-1116)
<b>Additional Storage Products:</b>	18GB 15K RPM Ultra 320 SCSI Hard Drive, PowerEdge (340-8453)
<b>Feature</b>	Cable,C12,AR5/N, PowerEdge 4600 (310-0609)
<b>Feature</b>	Enclosed,Chassis,Tower,6U, PowerEdge 4600,DAO (310-0631)
<b>Service:</b>	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (900-7990)
<b>Service:</b>	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (900-7922)
<b>Installation:</b>	On-Site Installation Declined (900-9997)
<b>Misc:</b>	Power Supply,300W, Redundant,PowerEdge 4600 (310-1344)
<b>Misc:</b>	18GB 15K RPM Ultra 320 SCSI Hard Drive, PowerEdge (340-8453)
<b>Misc:</b>	18GB 15K RPM Ultra 320 SCSI Hard Drive, PowerEdge (340-8453)



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**VENDOR CLARIFICATION QUESTIONS**  
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Large Server Specifications

**DESI GEMS Server Part list (Medium/Large)**

**PART**

**DELL MAIN SERVER**

- SERVER(MEDIUM) STANDARD CONFIG
- SERVER(LARGE) STANDARD CONFIG
- Dell Monitor (21" recommended)
- APC UPS 1000 VA (recommended for 2600)
- APC UPS 1500 VA (recommended for 4600)

**SOFTWARE**

- Windows 2000 Server
- Windows 2000 Advanced Server
- Adobe Audition 1.0 (audio creation)
- Adobe Acrobat
- Nero (CD burning software)
- Winzip
- GEMS

**HARDWARE**

- DIGI PCI/XEM Host Adapter
- DIGI Acceleport 16EM DB25 port box
- DIGI Acceleport 8EM DB25 port box
- DIGI Portserver II 16
- Sound Blaster Audigy Platinum 2
- USR 33.6 Sportser External modem
- AVTS 56K PCMCIA Modem
- AVTS LowPower 10BT PCMCIA NIC
- 3com 8 port 10/100 Hub
- 3com 16 port 10/100 Hub
- 3com 24 port 10/100 Hub

**GEMS PRINTERS**

- HP 5000 (Report Printer)
- 32MB HP RAM Upgrade



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**VENDOR CLARIFICATION QUESTIONS**  
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**CABLING**

Ethernet 15ft RJ45  
Ethernet 25ft RJ45  
Ethernet 10ft RJ45  
Ethernet 50ft RJ45

DB25 to Centronics 36 6ft  
DB25 to Centronics 36 10ft

DB25 to DB25 10ft  
DB25 to DB25 6ft

Null Modem 6ft 9 to 9F  
Null Modem 6ft 9 to 25F  
Null Modem 6ft F25 to 25M  
Null Modem 6ft M25 to 25M

# EXHIBIT A



1611 Wilmett Road  
 McKinney, TX 75069  
 800-433-8683  
 Fax: 972-542-6044

**2004 Contracted Purchase Order for  
 use by the Counties and Local Units of Government in the State  
 of Michigan that have elected to acquire Diebold equipment  
 under Master Contract #071B4200233**

Exhibit A

DATE: \_\_\_\_\_

**BILL TO:**  
 Bureau of Elections  
 Treasury Building - First Floor  
 430 W. Allegan  
 Lansing, MI 48918

**SHIP TO:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE NEEDED	CUST. PO#	SALES REP	SHIP VIA	CONTACT PERSON	
				PH# ( )	
QTY	DESCRIPTION	PART #	QTY / UNIT	UNIT PRICE	EXTENSION
	AccuVote-OS: Optical Scan Precinct Tabulator includes Modem, Ballot Box, Carrying Case, 2 Memory Cards and all services included in Appendix G	311-1421	1		
	County Based EMS - GEMS Software Suite	713-1112	1		
	Jurisdiction Based EMS - GEMS Software Suite	713-1112	1		
	Extra AccuVote-OS - Absentee Voter Tabulator (Includes warranty and shipping only, ballot box not included)	311-1421	1		
			<b>TOTAL</b>		

Shipping Instructions: \_\_\_\_\_

Payment Terms: See Section II-G of the State Master Contract #071B4200233

Warranty Period: Refer to Master Contract Section II-D (3)

<b>DIEBOLD ELECTION SYSTEMS, INC.</b>	<b>COUNTY OR LOCAL UNIT OF GOVERNMENT</b>
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date
_____	_____

This Purchase Order is submitted by the County or Local Unit of Government pursuant to that certain Contract No. 071B4200233 between the State of Michigan and Diebold, dated April 26, 2004 ("Master Contract"). The Deliverables ordered under this Purchase Order and all rights and obligations of Diebold and the Local Unit of Government shall be governed by the terms and conditions of the Master Contract #071B4200233. This contracted purchase order incorporates by reference the entire Master Contract #071B4200233, including all terms and conditions. Pricing is as established in Appendix F to the State's Master Contract #071B4200233.

## EXHIBIT B

### STANDARD SOFTWARE LICENSE AGREEMENT

(This license is only for the use for those purchases acquired for Phase I HAVA compliance under contract #071B4200233.)

This Software License Agreement (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_, 2004 (the “Effective Date”) by Diebold Election Systems, Inc., (“DESI”) and [\_\_\_\_\_] (“Licensee”) with respect to the number and type of licenses specified in the Master Contract agreement between the State of Michigan and Diebold, for GEMS software and the Accuvote-OS and delivered to Licensee by DESI (“Software”), and with respect to ongoing maintenance services for such Software.

#### 1. License

- 1.1. Grant. DESI grants to Licensee a nonexclusive, nontransferable, irrevocable, perpetual license to use the Software on the equipment with which it is provided to conduct elections or related activities within the Licensee’s jurisdiction in compliance with the terms and conditions of this Agreement. The Software is integrated with, or is accompanied by, software owned by third-party licensors (“Third Party Software”). Licensee shall comply with the terms and conditions of the applicable licenses for the Third Party Software, as contained in the media on which the Third Party Software is provided, so long as such terms and conditions do not contradict this Software License Agreement or the Master Contract with DESI.
- 1.2. Scope of Use. Except as expressly authorized in this Software License Agreement, and the purchase order between DESI and the licensee which incorporates the terms and conditions from the Master Contract 071B4200233, Licensee may not use, copy, modify, transfer, reverse engineer, decompile, disassemble, translate, create derivative works based upon, or perform any other similar process on, any Software or Third Party Software. Without limiting the foregoing:
  - (a) Licensee shall make no copies of such Software except, with respect to the GEMS application Software, as reasonably necessary for archival purposes.
  - (b) Licensee shall not make such Software available to any third parties or use such Software to act as a service bureau on behalf of any third parties.
  - (c) Licensee shall not remove or modify any copyright, trademark or other proprietary notice from such Software.
  - e) Licensee agrees to permit representatives of DESI to inspect the equipment upon which such Software resides, the location where such equipment is kept and Licensee’s records regarding use of such Software. Such inspections shall occur with reasonable notice at reasonable times during normal business hours and will not unreasonably disrupt Licensee’s business.
  - f) Diebold will allow the licensee to contract with outside individuals or firms to program using the GEMS software. The outside individual contractors will exclude individuals currently employed by the other election system vendors.
  - g) Use of this software, must be consistent with the escrow provision in Section I-SS of the Master Contract #071B4200233.

#### 2. License Fee

- 2.1. License Fee. The above license grant is effective upon delivery.

3. Tax Exemption. Licensee shall supply DESI a tax exemption certificate in a form satisfactory to DESI and all applicable taxing authorities.

4. **Maintenance**

4.1. Maintenance Term. The “Maintenance Term” is the period during which Maintenance Services (as defined in Section 4.2) are in effect, which consists of the Warranty Period (as defined in Section 5.1) and, thereafter, the succession of one-year periods (each, a “Renewal Period”) for which Licensee prepays the annual maintenance fees specified in the Master Contract agreement between the State of Michigan and DESI Appendix F. Following expiration of the Warranty Period or any Renewal Period, if Licensee declines to pay the applicable Renewal Fee, Maintenance Services will automatically cease and will only resume if and when the Licensee (i) pays the total amount that would have been received by DESI if Licensee had paid all such Renewal Fees through the proposed resumption date or (ii) repays to DESI all License Fees.

4.2. Maintenance Services. During the Maintenance Term, DESI shall (i) perform any remedial services necessary for the Software to operate in conformity with all user manuals and other documentation for such software (“Documentation”) and (b) deliver Error Corrections and Upgrades in accordance with Section 4.2(b) (collectively, the “Maintenance Services”). DESI should also familiarize itself with Section II-G (Ordering and Contract Payment) of the Master Contract with DESI.

(a) Remedial Services. DESI will investigate and undertake remedial efforts for any failure of the Software to operate during the Maintenance Term in accordance with the warranty set forth in Section 5.1. DESI will perform such remedial efforts from DESI’s offices to the extent possible. If necessary, and if Licensee provides the necessary authorizations, DESI will send a technician to the Licensee’s site under the following terms.

- (i) To the extent such a failure lies solely with the Software, DESI is responsible for all expenses associated with the resolution of the problem; provided that Licensee has timely incorporated all Error Corrections or Upgrades to the Software.
- (ii) Licensee shall provide DESI personnel with access, work space, assistance and other accommodations reasonably necessary for the performance of any necessary on-site Maintenance Services.

(b) Error Corrections and Upgrades

- (i) DESI may, from time to time, release error corrections, changes or supplements to the Software to maintain proper operation of the Software (“Error Corrections”). Licensee shall incorporate any such Error Corrections after receipt from DESI.
- (ii) DESI may, from time to time, release Software improvements providing added or different functionality to the Software (“Upgrades”). Upgrades do not include later released versions of the Software with a higher version number. Licensee will receive Upgrades and Error Corrections released by DESI during the Maintenance Term at no additional charge. If needed, installation services for Error Corrections and Upgrades are available at DESI’s then-current consulting service rates. Error Corrections and Upgrades shall constitute Software for purposes of the licenses granted in Section 1.

- (iii) If DESI elects to modify the Software at its own expense, in response to a Licensee request, such modification shall be owned exclusively by DESI, and shall be treated as part of the Software for purposes of this Agreement.

## 5. Warranty

Nothing in this section shall limit the warranties provided under Section II-D DELIVERABLES, Item #3 Warranty of the Master Contract #071B4200233.

- 5.1. **Performance Warranty.** Subject to this Section 5, DESI warrants that, for one year after delivery (the “**Warranty Period**”), when used with the hardware and software configuration approved by DESI, the Software will operate in accordance with the applicable Documentation in all material respects.
- 5.2. **No Other Warranties.** DESI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE OR THIS AGREEMENT AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR. DESI DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. Notwithstanding any term of this Agreement to the contrary, DESI makes no warranties regarding the operation of any Third Party Software. However, DESI shall pass through to the Licensee all warranties provided to DESI to the extent permitted by agreements with the vendors of any such Third Party Software.

## 6. Indemnification

Indemnification and Intellectual Property is limited to that provided for in the licensee’s purchase order with DESI, which incorporates by reference Section I-K of the Master Contract with DESI (071B4200233).

- 6.1. Licensee shall not indemnify DESI.

## 7. Limitation of Liability

Limitation of Liability is provided for in the licensee’s purchase order with DESI, which incorporates by reference Section I-L of the Master Contract with DESI (#071B4200233).

- 8. **Termination.** Termination is provided for in the licensee’s purchase order with DESI, which incorporates by reference Section I-V of the Master Contract with DESI (#071B4200233).
- 9. **Force Majeure.** If circumstances beyond the reasonable control of DESI delay or prevent the performance of any obligation under this Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby.
- 10. **Survival.** The provisions of Sections 2 (as to any amounts then due), 5.2, 7, 10, 12, 13, 14 and 16 shall survive the expiration or termination of this Agreement.
- 11. **Assignment and Right to Subcontract.** Assignment and Right to Subcontract is provided for in the licensee’s purchase order with DESI, which incorporates by reference Section I-Y of the Master Contract with DESI (#071B4200233).
- 12. **Severability.** Severability is provided for in the licensee’s purchase order with DESI, which incorporates by reference Section I-GG of the Master Contract with DESI (#071B4200233).

- 13. **Choice of Law.** Choice of law is provided for in the licensee's purchase order with DESI, which incorporates by reference Section I-LL of the Master Contract with DESI (#071B4200233).
- 14. **Waiver.** No waiver of default is provided for in the licensee's purchase order with DESI, which incorporates by reference Section I-K of the Master Contract with DESI (#071B4200233).
- 15. **Notices.** All notices under this Agreement shall be delivered personally, sent by confirmed facsimile transmission, sent by nationally recognized express courier or sent by certified or registered U.S. mail, return receipt requested, to the address shown below or such other address as may be specified by either party to the other in compliance with this Section. Notices shall be deemed effective on personal receipt, receipt of such electronic facsimile confirmation, two days after such delivery by courier and four days after such mailing by U.S. mail

If to DESI:

Diebold Election Systems, Inc  
 1611 Wilmeth Rd  
 McKinney, Texas 75069-8250  
 Attn: Counsel

If to Licensee:

[\_\_\_\_\_]
   
[ADDRESS]
   
[ADDRESS]
   
[ATTN.]

With a copy to:

Diebold, Incorporated  
 5995 Mayfair Road  
 North Canton, OH 44720  
 Attn: General Counsel

With a copy to:

- 16. **Entire Agreement; Modifications.** This Software License Agreement and the purchase order, which incorporates all terms and conditions of the Master Contract (#071B4200233), executed by the vendor and the Licensee constitutes the complete and final expression of the parties' agreement concerning its subject matter and supersedes all prior or contemporaneous agreements or statements, written or oral, concerning such subject matter. Furthermore, provisions in the Standard Software License Agreement shall not be amended or changed except in accordance with Section I-CC of the Master Contract with DESI (#071B4200233). However, the licensee and DESI may add additional provisions so long as the new provisions do not contradict or supercede the Standard Software License Agreement. The parties have signed this Agreement by their duly authorized representatives as of the date set in the first paragraph of this Agreement.

**DIEBOLD ELECTION SYSTEMS, INC.**

[\_\_\_\_\_]

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title