



Contract Award Notification

Title	:	Group 22300 – Voting Systems, Ballot Marking or Other Voting Devices Accessible to Individuals With Disabilities and Related Services and Accessories Classification Code(s): 43,44,45&46
Award Number	:	NEG-22659 (Replaces Award 21231)
Contract Period	:	February 1, 2014 to July 31, 2021
Bid Opening Date	:	August 7, 2013
Date of Issue	:	January 10, 2014 (Revised April 26, 2021)
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Tyler Ahlborn Title : Contract Management Specialist 3 Phone : 518-414-1273 E-mail : Tyler.ahlborn@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This award is for voting systems and/or ballot marking or other voting devices accessible to individuals with disabilities and related services that comply with the mandates of New York State Election Law, and meet the Election Assistance Commission's 2005 Voluntary Voting Systems Guidelines to the extent that they are consistent with State Law.

This Contract Award Notification does not have MWBE Goals.

PR # 22659

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC66393	<p>DOMINION VOTING SYSTEMS CORP. 215 Spadina Ave., Ste. 200 Toronto, ON M5T2C7</p> <p>Contact Information: Dominion Voting Systems Corp. 1201 18th Street, Suite 210 Denver, CO 80202</p> <p>Sales/Billing: Dominion Voting Systems Corp. 215 Spadina Ave., Ste. 200 Toronto, ON M5T2C7</p> <p>Maintenance/Service: Dominion Voting Systems Corp. 2010 Redbud Suite 110 McKinney, TX 75069</p>	<p>Phone: 720/257-5209 (9209) Pria Ingram Fax No.: 303/291-3909 E-mail: pria.ingrum@dominionvoting.com</p> <p>Phone: 416/762-8683 (263) Ivan Lobo Fax No.: 416/762-8663 E-mail: ivan.lobo@dominionvoting.com</p> <p>Phone:214/491-5218 (9332) Phone:416/762-8683 (6111) Susan Martin Fax No.: 972/542-3260 E-mail: susan.martin@dominionvoting.com</p>	<p>Federal ID 980550251 NYS Vendor ID 1100009621</p>
PC66394	<p>ELECTION SYSTEMS & SOFTWARE, LLC. 11208 John Galt Blvd. Omaha, NE 68137</p> <p>Contact Information: Thomas F. O'Brien Phone: 402/ 970-1173 Fax No: 402/ 970-1284 E-mail: tfobrien@essvote.com</p> <p>Sales/Billing: Stephanie Berry Phone: 402/ 938-1359 Fax No.: 402/970-1291 Email: smberry@essvote.com</p> <p>Maintenance/Service: Al Moraczewski Phone: 402/591-0101 Toll Free: 877/ 377-8683 Fax No.: 402/ 970-1201 Email: awmoraczewski@essvote.com</p>		<p>Federal ID 470617567 NYS Vendor ID 1000009376</p>

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)
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AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE NEW YORK STATE PROCUREMENT.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The New York State Procurement supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

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PRICE:

The voting machines that this provision applies to are:

ES & S Precinct-based voting system:

DS 200 v 2.9.0.0 DS 200 Scanner Board v 2.24.2.0 AutoMark v 1.8.3.0
VAT Previewer v 1.8.3.0 EMS/EVS Suite v 5.0.0.2
Event Log Service v.1.5.2.0 Removable Media v 1.4.2.0 DS 200 Power Management v 1.2.8.0

ES & S central count system:

DS 850 v. 2.4.0.1

DOMINION Precinct-based voting system:

EMS Suite 4.9.17 ImageCast scanner 4.9.10 ImageCast scanner v 4.9.10/BMD 4.9.6

DOMINION central count voting system:

(ICC) v.4.9.

LEGACY MAINTENANCE PLAN PURCHASED FOR VOTING SYSTEMS PURCHASED FROM AWARD 21231 EQUIPMENT:

The Authorized Users of the legacy voting systems will need to be able to maintain the systems and that for the extended maintenance or other maintenance to be done, contractors may charge to get the legacy voting systems up to the most current certification. Pursuant to Contract Award 21231, contractors were required to provide a Project Warranty Period which warranted the voting systems set forth below for five years from the date of acceptance of the voting system by an authorized user. This warranty covered, among other things, modifications required by New York State law or regulation. After the expiration of the Project Warranty Period required by the contract, authorized users had the option to purchase Extended Maintenance Plans and enter into an Extended Warranty Period. Some Authorized Users may not have purchased those plans, however. Therefore, in cases where an Authorized User now wishes to purchase an Extended Maintenance Plan for voting systems purchased under a contract awarded pursuant to Contract Award 21231, Contractors may charge for any parts and labor costs necessary to bring the County's voting system back to the most current certified version, as determined by the SBOE, as a result of any damage or defects which occurred or arose after the end of the Project Warranty Period for the voting system. Contractors shall not charge for any other parts or labor costs as those costs were covered by the Project Warranty Period. Prior to the commencement of any work, the Contractor shall submit a written proposal for any such charges to the Authorized User and must receive written acceptance of such proposal from the Authorized User prior to beginning any work or commencing any extended maintenance plan.

The voting machines that this provision applies to are:

ES & S Precinct-based voting system:

DS 200 v 2.9.0.0 DS 200 Scanner Board v 2.24.2.0 AutoMark v 1.8.3.0
VAT Previewer v 1.8.3.0 EMS/EVS Suite v 5.0.0.2
Event Log Service v.1.5.2.0 Removable Media v 1.4.2.0 DS 200 Power Management v 1.2.8.0

ES & S central count system:

DS 850 v. 2.4.0.1

DOMINION Precinct-based voting system:

EMS Suite 4.9.17 ImageCast scanner 4.9.10 ImageCast scanner v 4.9.10/BMD 4.9.6

DOMINION central count voting system:

(ICC) v.4.9.14

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REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, New York State Procurement prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

DEBRIEFING:

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered, received, inspected and accepted by the Authorized User or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number. Invoices shall only be submitted upon receipt of a written, signed, formal notice of inspection for the specified Product by the Authorized User's Purchasing Official. Payment will be made in accordance with the following Payment Schedule: 60% at the completion of acceptance testing and acceptance at the central location, 20% at delivery to the Authorized User after the completion of acceptance testing and 20% after the first general election.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

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NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies. Contractors are not authorized to sell voting systems and/or ballot marking or other voting devices accessible to individuals with disabilities and related services until such machines, devices and/or services are certified by the New York State Board of Elections. The certification process will be a two step process. The first part of this process will be a provisional/conditional certification of Lot II machines, the Election Management System to be used with Lot I machines and/or Lot I machines which are determined by the New York State Board of Elections to be viable candidates for certification in 2009. Upon completion of the provisional/conditional certification process, OGS, in conjunction with the New York State Board of Elections, will approve the certified systems for purchase under the contract. Subsequently, the BOE will submit the Election Management System, the Lot II machines and all Lot I machines to the formal certification process. It is important to note that the formal certification process may necessitate modifications of the machines in order for them to comply with New York law and regulations and that with respect to such required modifications, the five year warranty period shall begin to run upon the completion of such changes. All such modifications are to be done at no cost to the Authorized User and are subject to the 5 year warranty required by New York State Law. Vendors shall be responsible for payment of the cost of the certification process, as determined by the New York State Board of Elections. Prospective contractors should be aware that there is an application fee of \$5,000, unless such requirement is waived by the BOE, and testing costs are estimated at \$1,000,000.00 unless such requirement is waived by the BOE. The certification requirement does not prevent the Contractor from selling training or support in accordance with the offerings set forth in the price list that has been approved by OGS and, the New York State Comptroller.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-486-1255.

PREFERRED SOURCE PRODUCTS AND SERVICES:

Some products/services in this contract may be available from one or more preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products and services available from preferred sources which meet your form, function and utility.

Contractors are required to include this notice in all price lists and contract updates.

OVERLAPPING CONTRACT ITEMS:

Products/services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

PSs DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services(PS) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PS bid solicitations or contract awards. PS encourages vendors to seek resolution of disputes through consultation with PS staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PS's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.ny.gov).

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CONTRACTOR CONSULTANT LAW REQUIREMENTS:

It is the responsibility of each agency purchasing consultant services to ensure compliance with the requirements of Chapter 10 of the Laws of 2006 with respect to the Consultant Disclosure Legislation. Agencies must ensure that Disclosure Form A, a one time report of planned employment data for the entire term of the contract is submitted to OSC for contract approval. Contractors must submit the Consultant Disclosure Form B, the Contractor's **Annual** Employment Report of employment information by May 15th of each year for the fiscal year April 1st through March 31st. Form B is submitted annually to the contracting agency, the Office of the State Comptroller and the Department of Civil Service to report historical information, detailing actual employment data for each fiscal year (April 1 to March 31) the contract is in effect. For more information regarding this legislation and its requirements, please refer to the requirement "**Employee Information Required To Be Reported By Certain Consultant Contractors And Service Contractors**" contained in the original bid or contract template and the OSC G Bulletin 226:

<http://www.osc.state.ny.us/agencies/gbull/g-226.htm>.

CONFLICT OF TERMS:

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

- a. **Appendix A** (Standard Clauses for NYS Contracts)
- b. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph. Included herein shall be Purchase Orders issued by Authorized Users, any attachments thereto and any documents used to clarify the terms of the same.
- c. **Bid Documents** (Other than Appendix A).
 - i. Bid Specifications prepared by the Authorized User.
 - ii. Appendix B (General Specifications).
 - iii. Incorporated Contract Appendices and Exhibits, including but not limited to Exhibit 1 link to New York State Election Law Article 7 Title II, Exhibit 2 link to Subtitle V of Title 9 of the Official Compilation of Codes, Rules and Regulations Part 6209, Exhibit 3 Sample Statement of Work, Sample Maintenance and Support Submission and Sample Training Submission and Appendix C Required Contractor Submissions: (# 1 Mandatory Contractor Questionnaire, # 2 Contractor, Reseller & Distributor Information,) following the order of precedence as stated for Contract above.
- d. **Contractor's Bid.**

There will be no unincorporated appendices to this contract. All documents referenced in the contract and made a term thereof will be physically attached to the contract.

MERCURY-ADDED CONSUMER PRODUCTS:

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8853.html>.

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IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

POLICY STATEMENT

The New York State Office of General Services (OGS), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("the Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting verses the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this contract; or (ii) employment outside New York State.

Further, pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY-AND WOMEN OWNED BUSINESS ENTERPRISES (MWBE)

For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the contract does not offer any opportunities for participation by MWBEs.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

DIESEL EMISSION REDUCTION ACT:

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19 0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. All heavy duty diesel vehicles must have BART by December 31, 2012. The Law also provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19 0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19 0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

FREEDOM OF INFORMATION LAW:

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. **SHOULD YOU FEEL YOUR FIRM'S BID/PROPOSAL CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE. SUCH REQUEST MUST BE IN WRITING,**

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MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE EXCEPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION. **REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/PROPOSAL FROM DISCLOSURE HAVE GENERALLY NOT BEEN FOUND TO BE MERITORIOUS AND ARE DISCOURAGED. KINDLY LIMIT ANY REQUESTS FOR EXEMPTION OF INFORMATION FROM DISCLOSURE TO BONA FIDE TRADE SECRETS OR SPECIFIC INFORMATION, THE DISCLOSURE OF WHICH WOULD CAUSE A SUBSTANTIAL INJURY TO THE COMPETITIVE POSITION OF YOUR FIRM.**

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a term of five years as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful Bidder. If, however, the Bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another Bidder.

The parties may renew the contract, upon approval of the NYS OGS & SBOE, upon expiration of the original term for an additional one (1) year term. Upon termination of the Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to procurements made or individual licenses granted to Authorized Users prior to such termination.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Authorized User agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective Authorized Users.

REMEDIES FOR BREACH:

In the event of a breach by the Contractor, it is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. Minimum Cures:

- i. Minimum cures: Unless otherwise agreed to by the Authorized User, at a minimum, in order to be able to address a failure of voting machine(s) or a failure in the provision of support and/or services, from pre-election day 30 up to pre-election day 15, Contractor shall provide phone support which shall be available on each of said days, from 7:00 am to 10:00 pm, Eastern Time. When a problem with voting machine hardware, or software manifests itself within this 15-day period, and same is unable to be resolved with phone support as provided by the Contractor, upon such notice by the Authorized User, on-site support/assistance must be provided by the Contractor within 24 hours of such when such notice is made. If after such on-site support/assistance, the failure still has not been resolved, upon notice of the CBOE, new, replacement equipment must be delivered to the CBOE, no later than 48 hours after such notice. For the period of pre- Election Day 15 to pre-Election Day 1, telephone support shall be provided 24 hours a day, seven days a week. In addition, Contractor shall provide, upon request, on-site support/assistance and/or equipment replacement as soon as requested, but in no event shall such on-site support/assistance be provided more than twenty-four (24) hours after request is made by CBOE exceed the time set for the prior Critical Period, as defined in Schedule B. In the event that the Contractor discovers a problem, notice should be provided to the SBOE and the CBOE and SBOE shall be advised of the resolution of the problem.
- ii. Beyond the State's statutory and regulatory requirements, for the period including Election Day minus 1, Election Day and Election Day plus 1, telephone support must be available during this entire 72-hour period. On Election Day, in addition to phone support as defined above, the Contractor, upon notice of the Authorized User, shall promptly provide on-site support.

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iii. For the post-election period, which is defined at Election Day plus 1 through Election Day plus 15, phone support shall be provided by the Contractor, on each of said days, between the hours of 7:00 am until 10:00 pm, EST. If such phone support does not resolve the failure, on-site support must be provided within 24 hours of when notice is made, and if after such on-site support, the failure has not been resolved, the Authorized User shall advise the Contractor of the continuing failure and new replacement equipment must be delivered to the Authorized User, no later than 48 hours after such notice by the Authorized User.

iv. In periods other than as set forth above (hereinafter the "Non-Critical Periods"), except during the conduct of quarterly maintenance processes, phone support shall be made available by the Contractor, on each business day (Monday – Friday), between the hours of 8:00 am and 6:00 pm, Eastern Time. If such phone support fails to resolve the voting equipment or system failure, the Contractor must provide for an on-site service call within 10 business days of when such notice is made by the Authorized User, and if the failure remains unresolved, Contractor must provide replacement within 30 calendar days of when such notice is made by the Authorized User, or by day 1 of the next ensuing Critical Period (as defined in Schedule B)) prior to an election, whichever is sooner.

Cover/Substitute Performance In the event a Contractor's material breach is not cured within the applicable notice and cure period, the Commissioner, in conjunction with the SBOE, and/or any Authorized User may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner and the SBOE, and/or any Authorized User, are unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product and Services of equal or comparable quality, the Commissioner and the SBOE, and/or any Authorized User, may acquire acceptable replacement Product and Services of equal or greater quality.

Such purchases may, in the discretion of the Commissioner and the SBOE, and/or any Authorized User, be deducted from the Contract quantity and payments due Contractor.

b. Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner and the SBOE. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

c. Bankruptcy In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit the Authorized User the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product and Services. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Authorized User in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction. In addition, any sums required to be expended by the Authorized User in order to carry out their statutory election responsibilities as a result of the Contractor's failure to timely deliver shall be reimbursed promptly by the Contractor or deducted by the Authorized User from payments due or to become due to the Contractor on the same or another transaction.

(continued)

e. **Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner and the SBOE reserve the right to determine the disposition of any rebates, settlements, restitution or liquidated damages

MINIMUM ORDER:

Minimum order shall be \$100.00.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the Contractor's option, shipping costs from the Contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the Authorized User.

DELIVERY:

Delivery must be made as ordered to each Authorized User according to the specific details included in the Purchase Order and in accordance with the terms of the Contract or Contract Award Notice. Unless otherwise specified in the Contract, delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor and shall not be complete until acceptance testing has been completed in accordance with the procedures established for acceptance testing by the New York State Board of Elections. Said procedures shall comply with §6209.10 and the guidelines established by the New York State Board of Elections. The Authorized User and the Contractor shall mutually agree to a delivery schedule as required by §6209.9(A)(4)(a) of the SBOE' Regulations. Said agreed upon delivery schedule shall be adhered to by the Contractor.

The decision of the Commissioner and the NYS Board of Elections as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner, the SBOE and the Authorized User, confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner and the SBOE's discretion, the Contract.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish quarterly reports containing total sales for both state agency and authorized non-state agency contract purchases no later than forty-five (45) days after the close of each calendar quarter.

In addition to Contractor direct sales, Contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the Contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://www.nylovesmwbe.ny.gov/cf/search.cfm>.

(continued)

c) SPECIAL ADD – Contract changes and updates that do not fall within either of the above categories will be processed as “Special Adds”. Special Adds are changes that are not specifically covered by the terms of the Contract but inclusion is found to be in the best interest of the State. Contractor must provide a justification of reasonableness of the prices offered and a statement explaining why it is in the best interest of the State to approve the new Products. Special Adds are subject to post-audit by the Office of the State Comptroller. If approved, OGS staff will notify Contractor in writing. Contractor may not supply new offerings until after receipt of OGS approval of the “Special Add.”

All adds are subject to prior approval of the SBOE which shall be obtained by OGS.

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

GUARANTEE:

The Contractor guarantees that the equipment, all required accessories, associated products and all parts regularly used with the type of equipment offered are either:

New - Standard new equipment, latest model of regular stock equipment, in production at the time of the bid opening. New assembled equipment is factory produced, has been assembled for the first time, and may contain new and/or recycled components that have been fully inspected, tested and fully meet product performance and reliability specifications. Equipment must be newly serialized and the purchaser must be the first end user of the product.

or

Used - Standard equipment, which is assembled and fully inspected, tested and certified as meeting all applicable product performance and reliability specifications. All equipment must be upgraded with the current, certified version of all applicable software.

or

Remanufactured at the time of the bid opening as defined in the "Additional Guarantee for Remanufactured Equipment" clause below.

Every new or used unit delivered must be warranted for five (5) years from the date of acceptance of the Products by an Authorized User. During the warranty period, the purchaser will incur no charges for maintenance.

The Contractor will bear all material and labor costs for repair of equipment defects and failures occurring during the warranty period from date of acceptance of the Products by an Authorized User. Service/maintenance during the warranty period will be no less than service requirements under a maintenance agreement. If the machine does not perform to the satisfaction of the Authorized User during the warranty period, the Contractor will, upon approval of the Procurement Services and the New York State Board of Elections, replace the Product with a like model. The replacement machine will have a new/remanufactured machine warranty identical to the original machine (not less than five (5) years from the date of acceptance of the Product by an Authorized User).

Contractor will also guarantee that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Where accessories (options) are to be supplied, they must be compatible with the rest of the equipment.

(continued)

ADDITIONAL GUARANTEE FOR REMANUFACTURED EQUIPMENT:

The Contractor guarantees that the equipment offered has been completely remanufactured and is in "like new" condition. Remanufactured equipment shall have been subjected to the following processes:

1. Disassembly to predetermined standards established by the manufacturer;
2. Cleaning;
3. Inspection and testing to new machine test standards;
4. Replacement of defective and/or worn components;
5. Installation of all retrofits designated by the manufacturer as field mandatory as of the date of machine installation.

The warranty on remanufactured equipment must be for five (5) years from the date of acceptance of the Products by an Authorized User and remanufactured equipment must be eligible for the same full service maintenance terms and conditions as newly manufactured equipment.

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The Contractor shall have no recourse with the State for such discontinuance/deletion.

FINANCIAL STABILITY:

If requested, bidder must document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications. At time of bid opening, product offered must meet all requirements of this solicitation including full commercial/retail availability. Product literature and specifications must also be available.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids for any unanticipated purchase.

TRAVEL, MEALS & LODGING:

Unless expressly set forth to the contrary, NYS net prices set forth in the Contract shall be deemed inclusive of travel, meals and lodging, wherever applicable. Where travel, meals and lodging are allowed over and above the NYS Net Prices, reimbursement to Contractor for such costs for employees who do not reside in the local commuting area for the work site, shall be made in accordance with the State's Travel Reimbursement Manual published by the New York State Office of the State Comptroller. It will be the responsibility of the Authorized User to provide Contractor the most recently published reimbursement guidelines and rates.

(continued)

ENTIRE AGREEMENT:

This Contract and the referenced appendices constitute the entire agreement between the parties thereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto, with the approval of the New York State OGS and the SBOE. Authorized Users shall not have the authority to modify the terms of the Contract, except as to better terms and pricing for a particular procurement than those set forth herein.

SEVERABILITY:

If any provision of this Contract is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Contract, which shall be enforced and interpreted as if such provision was never included in the Contract.

DEBRIEFING:

A bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. Prior to contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, OGS shall, upon request, provide a debriefing to any unsuccessful bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such bidder was not selected for a contract award. The post-award debriefing should be requested in writing within 30 days of posting of the contract award on the OGS website.

INSTRUCTION OF PERSONNEL:

Contractor shall provide detailed information regarding in-person training as follows:

- The maximum number of participants per training session.
- The duration of training based on Contractor-recommended roles and responsibilities.
- The cost and terms for training to include both regionalized and on-site county training.
 - The cost and terms for training in the procedures to be used to accomplish ballot configuration and ballot programming.

Within ten business days of acceptance by the Contractor of a Purchase Order, the Contractor and the Authorized User shall agree upon mutually-acceptable training dates for the Contractor to provide live instruction by qualified personnel sufficient to ensure that the product is operating correctly and operator-maintained so as to perform to the full extent of its design capabilities. The Authorized Users shall designate personnel to receive instruction.

In addition, Contractors of voting systems, ballot marking or other devices accessible to individuals with disabilities shall, prior to delivery, provide training for Authorized User personnel in the following areas:

- Unpacking, assembling and acceptance testing of the equipment;
- Proper use of the equipment, including maintenance, storage and transportation procedures;
- Procedures to be used to accomplish ballot face layout and ballot programming; and
- Procedures to be followed by inspectors at polling places.

INSTRUCTION MATERIALS:

With ten (10) business days of the SBOE's certification of a voting system, ballot marking or other voting device accessible to individuals with disabilities and prior to the commencement of any training of Authorized Users, the Contractor(s) shall furnish to the SBOE five (5) complete sets of instruction materials (video, graphics, audio or text) for each product and component supplied to the Authorized Users. In addition, prior to the commencement of any training, the Contractor(s) shall furnish to the Authorized User a set of complete instruction materials, (video, graphics, audio or text) for each product and component supplied to the Authorized Users. These instruction materials shall include the following:

- Training on unpacking, assembling and acceptance testing of the equipment.
- Training on adjusting and aligning the equipment.
- Training for proper use of the equipment, including maintenance, storage and transportation procedures.
- Training in the procedures to be used to accomplish ballot face layout and ballot programming.
 - Training on operating the product (including layout and interconnection diagrams and schematic and wiring diagrams).
 - Training on preventive and corrective maintenance procedures (including complete part lists, manufacturer's catalog numbers, and ordering information, if applicable).

(continued)

- Training on voter education on the use of the VOTING SYSTEMS and any accessibility devices (including methods to be used by eligible voters to mark a ballot).
- Training on procedures to be followed by inspectors at polling places.

All training materials shall also be provided, at no additional cost, to the SBOE and the Authorized Users in an electronic version to enable the SBOE and the Authorized Users to incorporate the training materials into their training procedures, manuals and outreach materials.

This requirement is separate from, and in addition to, any materials otherwise provided with the bid.

The vendor shall permit the SBOE and Authorized Users to duplicate these materials for wide distribution, including posting to their websites, for use in public education and training programs.

These instruction materials and any other documents provided to the SBOE or an Authorized User shall not bear confidential or proprietary labels of any sort.

CERTIFICATION:

The voting system, ballot marking or other device accessible to individuals with disabilities shall be examined by examiners or testing laboratories to be selected for such purpose by the SBOE. Each examiner or laboratory shall receive compensation and be reimbursed for expenses in connection with making an examination and report of a voting system, ballot marking or other device accessible to individuals with disabilities. Neither any member of the SBOE, nor any examiner or owner or employee of any testing laboratory shall have any pecuniary interest in any voting system, ballot marking or other device accessible to individuals with disabilities. Any voting system, ballot marking or other device accessible to individuals with disabilities that is not certified by the SBOE cannot be purchased or used in any election in New York State.

When any change is made in the operation or material of any feature or component of any voting system, ballot marking or other device accessible to individuals with disabilities which has been certified pursuant to the provisions of this section, such voting system, ballot marking or other device accessible to individuals with disabilities must be submitted for re-examination and re-certification as the SBOE deems necessary.

If at any time after any voting system, ballot marking or other device accessible to individuals with disabilities has been certified pursuant to the provisions of the Election Law, the SBOE has any reason to believe that such voting system, ballot marking or other device accessible to individuals with disabilities does not meet all applicable requirements, it shall forthwith cause such voting system, ballot marking or other device accessible to individuals with disabilities to be examined again in the manner prescribed herein. If the opinions in the report of such examinations do not state that the voting system, ballot marking or other device accessible to individuals with disabilities can safely and properly be used by voters at elections, the SBOE shall forthwith rescind its certification. After the date on which the certification of any voting system, ballot marking or other device accessible to individuals with disabilities is rescinded, those machines or devices cannot be used or purchased for use in this state. The SBOE may examine all voting systems, ballot marking or other devices accessible to individuals with disabilities of such type which were previously purchased, to determine if they may continue to be used in elections in this state.

Examination will have the following principal objectives:

- To demonstrate the ability of a voter to mark a ballot;
 - To demonstrate the ability of the voting system, ballot marking or other device accessible to individuals with disabilities to mark a ballot accurately;
 - To demonstrate the ability of the voter to verify their ballot, to include notification of any undervote(s), and/or overvote(s), if any and that the voting system, ballot marking or other device accessible to individuals with disabilities allows the voter to correct same; if they choose;
 - To demonstrate the ability of the voter to independently verify their ballot after the voting system, ballot marking or other device accessible to individuals with disabilities has marked the ballot;
 - To demonstrate that the voting systems, ballot marking or other devices accessible to individuals with disabilities' hardware and software operate in a manner consistent with a voter's ability to mark a ballot;
 - To demonstrate that the voting systems, ballot marking or other devices accessible to individuals with disabilities' vendor-provided security requirements and security provisions are identified for each system function and operating mode, and that all features function as described; and

(continued)

- To independently identify any additional security procedures, tasks or features which the voting system, ballot marking or other device accessible to individuals with disabilities shall accommodate, and verify that such additional requirements are in place and function as required.

Whenever the SBOE is satisfied that a voting system, ballot marking or other device accessible to individuals with disabilities has been proven to meet or exceed these requirements and the bidder is able to provide documentation for the SBOE to establish that those requirements have been met, then the SBOE may, in its discretion, accept such documentation as satisfaction of the required tests.

Exhibit 4 contains samples of one (1) general election ballot, and three (3) primary ballots.

SOURCE CODE ESCROW FOR LICENSED PRODUCTS AND/OR SERVICES:
Bidders shall be required to comply with the source code escrow provisions of the NYS Election Law (Section 7-208) and Regulations (Section 6209.6(F)(10) and as set forth by the SBOE.

TRAINING OF PERSONNEL:
Within ten business days of the acceptance by the Contractor of a purchase order, the Contractor shall provide training by qualified personnel sufficient to ensure that the product is operated and operator-maintained, so as to perform to the full extent of its design capabilities. The Purchaser shall designate personnel which are to receive instruction.

Contractors of Voting Systems and Ballot Marking or Other Voting Devices Accessible to Individuals with Disabilities and Related Services shall, prior to delivery, provide training for boards of elections personnel in the following areas:

- training on unpacking, assembling and acceptance testing of the equipment;
- training for proper use of the equipment, including maintenance, storage and transportation procedures;
- training in the procedures to be used to accomplish ballot face layout and ballot programming; and,
- provide instruction materials which include procedures to be followed by inspectors at polling places.

The vendor shall allow duplication of these materials, or shall supply sufficient copies for distribution to all elections inspectors.

INSTRUCTION MATERIALS
Within 10 business days of completion of the contract, the Contractor(s) shall furnish to the NYSBOE complete instruction materials, (video, graphics, audio or text) for the product and for each component supplied. The instruction materials shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, which include procedures to be followed by inspectors at polling places, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable. The vendor shall also include complete voter education instruction materials on the use of the new voting machines and any accessibility devices, on methods to be used by eligible voters to cast a vote and have that voted counted. The vendor shall permit the NYSBOE to duplication of these materials.

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**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

_____ (over)

Agency: _____ Prepared by: _____
Address: _____ Title: _____
_____ Date: _____
_____ Phone: _____
_____ E-mail: _____

Please detach or photocopy this form & return by email to OGS.sm.PS_AA_Voting@ogs.ny.gov or mail to:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
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