

State of New York Executive Department
Office Of General Services
Procurement Services Group
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us>

CONTRACT AWARD NOTIFICATION

Title	:	Group 22300 - BALLOT MARKING OR OTHER VOTING DEVICES ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES (Statewide) Classification Codes: 43, 44, 45 & 46
Award Number	:	20414
Contract Period	:	June 1, 2006 - May 31, 2011
Bid Opening Date	:	March 28, 2006
Date of Issue	:	June 1, 2006 (Revised May 24, 2007)
Specification Reference	:	As Incorporated In The Invitation for Bids and Purchasing Memoranda dated March 16 & March 23, 2006
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Lori L. Bahan Title : Purchasing Officer I Phone : 518-474-5535 Fax : 518-474-5052 E-mail : lori.bahan@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

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

Description

This award is to supply all local boards of election in the State with ballot marking or other voting devices which will provide accessibility to the voting process for individuals with disabilities.

PR #20414

(continued)

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC62523	AVANTE INTERNATIONAL TECHNOLOGY, INC. With AI TECHNOLOGY INC. 70 Washington Road Princeton Junction, NJ 08550 DISC: 1% - 15 Days ½% - 30 Days	800/735-5040 609/799-8896 Rick Gleim Fax No.: 609/799-9308 E-mail: rgleim@aitechnology.com Web site: www.avantetch.com	223563119

Contractor will accept the New York State Procurement Card for orders up to \$10,000.00 and offers an additional 1% discount for orders made with this card.

PC62524	ELECTION SYSTEMS & SOFTWARE, INC. 11208 John Galt Blvd. Omaha, NE 68137	800/247-8683 402/970-1100 Judd Ryan/Gene Seets/Matthew Nelson Fax No.: 402/970-1291 E-mail: jkryan@essvote.com cgseets@essvote.com menelson@essvote.com Web site: www.essvote.com	470617567
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PC62526	POPULEX CORPORATION 440 Airport Drive Elgin, IL 60123 DISC: 1% - 15 Days .25% - 30 Days	877/767-8539 847/961-0911 Mike Agee Fax No.: 630/717-7798 E-mail: m.agee@populex.com Web site: www.populex.com	611411647
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Please note the contract for Populex Corporation expires May 31, 2008.

Contractor will accept the New York State Procurement Card for orders up to \$10,000.00.

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.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP 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 PROCUREMENT SERVICES GROUP.

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.

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RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

The Procurement Services Group 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).

PRICE:

Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

(continued)

LOT I:

AVANTE

Accessible Optical Vote Tracker \$ 3,600.00

OPTIONS:

Battery Pack \$ 180.00

Smart Cards/Buttons \$ 2.00

Visually Impaired Accessories
(Including Sip & Puff) \$ 280.00

Voting Table Booth \$ 800.00

Jurisdiction Election Management Hardware \$ 5,000.00

Ballot Access Card Encoder \$ 800.00

Consumables \$ 55.00

(Includes paper ballots and ink for printers. Headphone covers are optional for \$0.02/each and would have to be ordered.)

License Fee for EMS (one time fee) \$30,000.00

Note: EMS License Fee will be waived if the vendor programs the ballot definition.

Service:

Project Management \$ 3,000.00

(This is a one time fee that provides assistance in the implementation of the system and training of personnel.)

Installation \$ 300.00

Testing \$ 300.00

Staff Training (EMS) \$ 1,000.00

Voter Education \$ 2,000.00

Community Outreach \$ 2,000.00

Hourly Rates	
	Hourly Rates
Training	\$ 80.00
Programming	\$120.00
Design	\$150.00
Installation	\$ 80.00
Implementation	\$ 80.00

Management Fees	
	Unit Price
Travel	\$6,000.00
Shipping and Storage	\$ 60.00

(Voter Education and Community Outreach include going to special events such as conventions, election district demos, etc. where vendor would promote awareness of the voting system.)

Note: If vendor programs the ballot definitions for the counties the cost will be \$120/hour.

Delivery (Guaranteed A/R/O): 90 days

(continued)

**LOT I:
POPULEX**

Digital Paper Ballot Including Sip of Puff System, Stylus and Headphones. Scanner not included. One year maintenance included.	\$ 2,980.00
Scanner for Digital Paper Ballot System	\$ 400.00
Smart Card (Specify Voter or Election Official Card)	\$ 4.00
EMS Hardware (optional)	\$ 5,000.00
Accessory Pack – Includes (1) Magnifier, (1) Pack of 10 Sip and Puff Tubes, and (1) ADA Booth	\$ 220.00
Memory Stick with Programmed Election Data	\$ 52.50
Optional Hardware Components:	
HP Notebook with Smart Card reader	\$ 1,200.00
ADA Voting Booth	\$ 180.00
Magnifier	\$ 15.00
Consumables:	
Election Management System Hardware	\$ 5,000.00
Sip or Puff System	\$ 325.00
Stylus	\$ 100.00
Headphone	\$ 20.00
Blank Ballot	\$ 0.02
Ink Cartridge	\$ 20.00
Sip and Puff Disposable Tubes (pack of 10)	\$ 25.00
Support:	
Training Fee per day	\$ 1,500.00
Election Support/per day/per technician	\$ 1,500.00
Election Support Project Management	\$30,000.00

Note: The Election Support Project Management is optional but highly recommended. The fee quoted covers the entire state when the voting system is used as a ballot marking device, ballots hand-counted in a one-system-per-polling place or one-system-per Election District basis. This service is also available on a per-election basis at a daily fee rate.

The license fee for EMS is \$3/registered voter up to a total of \$50,000/jurisdiction and \$500,000/state. (If counties intend to hand-count ballots and have the vendor do the election programming, then there is no license fee for EMS.)

Note: Vendor will do election programming for counties who do not buy EMS

Election programming per hour	\$ 125.00
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Yearly maintenance after the one year warranty period is 8% of the total purchase price.

Delivery (Guaranteed A/R/O): 90 days

(continued)

**LOT I:
ELECTION SYSTEMS & SOFTWARE**

AutoMark Voter Assist Terminal	\$5,035.00
Options:	
Rocker Panel	\$ 150.00
Table with Privacy Screen	\$ 325.00
Sip and Puff or equal device	\$ 375.00
Training for"	
Information Management Software	\$1,500.00/day
System Operations	\$1,500.00/day
Poll Worker "Train-The Trainer"	\$1,500.00/day
Consumables:	
Ink Cartridge	\$ 30.00
Flashcard (256mb)	\$ 75.00
AutoMark Lithium Ion Battery	\$ 195.00
ADA Stylus Ball	\$ 3.80
Stylus	\$ 1.10
Secrecy Sleeve (Plastic)	\$ 8.00
Hygienic Ear Piece Cover	\$ 0.15
Headphones	\$ 16.00
Flash Card Reader/Writer	\$ 31.50
Gang Flash Reader	\$10,500.00
Power Strip and 25ft Extension Cord	\$ 26.25
Sip and Puff Straw with Filter	\$ 26.26

Cost of pre-printed ballots is about \$0.50/ballot (estimating on the high side).
If a county purchases the EMS and opts to do their own programming, a licensing fee will be payable yearly after the first year. The licensing fee is 18% of purchase price and includes all upgrades to the software. Maintenance and support services are subject to a 5% annual increase.
AIMS Software cost is based on the number of registered voters in each county.

< 25,000	= \$2,500
25,000-100,000	= \$10,000
> 100,000	= \$25,000

Maintenance for AIMS shall be 20% of the licensing fee.

- Maintenance Options:
1. Break/Fix Depot Repair Program (\$140.00 annual report per unit)
 2. Preventative Maintenance Program (\$280.00 annual rate per unit)
 3. Even year only Maintenance Program (\$145.00 annual rate per unit)
 4. Firmware Maintenance and Support (\$30.00 annual rate per unit)

If the counties wish, ES&S will contract with the counties to do the programming of the ballot definitions for each election. The licensing fee will be waived when this occurs.
The programming fee is based on size of the ballot (number if candidates), rotations, etc.

Delivery (Guaranteed A/R/O): 90 days

(continued)

LOT II:

Avante

CVC308-IVR Accessible IVR Vote-Trakker \$ 300.00

Hardware	\$ 5,000.00
IVR Module and Server	\$ 3,800.00
IVR Software	\$ 100.00
Battery packs	\$ 180.00
Consumables	\$ 55.00

(Includes paper ballots and ink for printers.)

EMS License Fee (one time Fee) \$30,000.00

Note: EMS License Fee will be waived if the vendor programs the ballot definition.

Service:

Project Management \$ 1,000.00

(This is a one time fee that provides assistance in the implementation of the system and training of personnel.)

Installation \$ 100.00

Testing \$ 100.00

Staff Training (EMS) \$ 80.00hr

Voter Education \$ 2,000.00

Community Outreach \$ 2,000.00

(Voter Education and Community Outreach include going to special events such as conventions, election district demos, etc. where vendor would promote awareness of the voting system).

Note: If vendor programs the ballot definitions for the counties the cost will be \$120/hour.

Delivery (Guaranteed A/R/O): 90 days

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, Procurement Services Group, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed 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.

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 518-474-4032.

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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.

PSG's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG'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.state.ny.us).

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the contractor in accordance with the written notification terms of this contract.

BACKGROUND:

To comply with New York State and Federal laws, the local boards of elections will be placing in each polling place a ballot marking or other voting device which will provide accessibility to the voting process for individuals with disabilities.

The devices need to be delivered, tested and ready for operation as well as having personnel trained in the use of these machines prior to the primary elections in September 2006.

SCOPE:

The purpose of this contract is to supply all local boards of election in the state with ballot marking or other voting device which will provide accessibility to the voting process for individuals with disabilities.

EXTENSION OF USE:

These contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

MINIMUM ORDER:

Minimum order shall be one (1) ballot marking device.

DISCOUNTS:

Contractor may offer volume discounts. Volume discounts may be applied per purchase order, cumulatively per customer agency, and/or cumulatively statewide. Agencies will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

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ESTIMATED QUANTITIES:

The total estimated quantity is 10,000 machines between Lots I & II. See "Estimated/Specific Quantity Contracts" and "Participation in Centralized Contracts" in Appendix B, OGS General Specifications.

CONTRACT PERIOD AND RENEWALS:

The State may unilaterally cancel the contract on a monthly basis any time after the initial twelve (12) months by providing written notification at least one (1) month prior to the effective date of cancellation. The minimum term of the contract shall be twelve (12) months. This provision does not affect the State's right of suspension or cancellation contained in the "Suspension of Work" and "Cancellation" clauses in Appendix B, OGS General Specifications.

Prices or discounts are firm for the entire period of the contract. Price escalation or discount reduction will not be allowed and is specifically excluded from the terms and conditions of the contract award. Price decreases or discount increases are permitted at any time.

If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

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 Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

WARRANTIES:

See "Warranties" in Appendix B, OGS General Specifications.

RESERVATION:

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

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.

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PRICE SHEETS AND CATALOGS:

Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users which request them. Catalogs and price lists provided must reflect all products excluded from the resultant contract either through the omission of those portions or by obvious indications within the catalogs and price lists.

Catalogs and price lists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting authorized user. Upon request the contractor shall assist authorized users in the use of catalogs and price lists.

INSTRUCTION OF PERSONNEL:

Within five business days of delivery of product, the contractor shall provide instruction 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. Agency shall designate personnel which are to receive instruction.

Contractors of ballot marking devices shall provide training for boards of elections personnel in the following areas:

- prior to delivery, 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,
- instruction manuals which include procedures to be followed by inspectors at polling places. The vendor shall allow duplication of these manuals, or shall supply sufficient copies for distribution to all elections inspectors.

INSTRUCTION MANUALS:

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, 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. This requirement is separate from and in addition to materials previously provided with the bid.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped</u>	<u>Total \$ Value</u>
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The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Invitation for Bids Number, Contract Number, sales period, and contractor's name.

Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

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**State of New York
 Office of General Services
 PROCUREMENT SERVICES GROUP
 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 FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES GROUP
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242

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