



MEMORANDUM

Agenda Item No. 8(H)(1)(A)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed. D. and Members, Board of County Commissioners **DATE:** December 16, 2003

FROM: George M. Burgess
County Manager

SUBJECT: Resolution authorizing approval of a Supplemental Agreement to Contract No. 326 between Election Systems & Software (ES&S) and Miami-Dade County

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the accompanying resolution authorizing a Supplemental Agreement to Contract No. 326 between Election Systems and Software (ES&S) and Miami-Dade County for additional support and services related to the Primary, General and Municipal Elections of 2002 and 2003, to obtain technical and related services of a project manager from ES&S for 2004, to purchase additional election equipment and materials, to amend equipment acceptance testing criteria and authorizing the County Manager to execute said agreement for and on behalf of Miami-Dade County. Additionally, given that negotiations for this Supplemental Agreement predated implementation of the User Access Program ("UAP") by almost a year, it is recommended that the Board waive the 2% UAP fee for this Supplemental Agreement.

BACKGROUND

On January 29, 2002, under mandate from the State to replace punch cards by September 2002, the Board of County Commissioners approved Resolution No. R-69-02, authorizing the execution of an agreement with ES&S for the purchase of voting equipment, software and services.

According to the terms of the contract, ES&S provided the County with a direct recording electronic (DRE) voting system with touch screen technology to include 7,200 iVotronic machines and an optical scan voting system for absentee ballots. The voting systems provided for ballot layout, the casting of votes, the counting of votes and the reporting of election results. ES&S supplied all hardware and software comprising the new voting systems and also provided installation, programming, testing, maintenance, support, training and delivery of services as required by the contract.

As reported to the Elections Subcommittee in the spring, the contract with ES&S did not provide a mechanism for the procurement of additional materials and supplies. The contract also limited the number of days available for project management and did not consider the need for project management to conduct future elections.

With the purchase of this voting system, the County has made a substantial financial investment of more than \$24 million and a commitment of resources. The system that was purchased by Miami-Dade is a proprietary system that requires the County to maintain a working relationship with ES&S. This system has been used in more than 20 municipal and special elections which the Elections Department has conducted since the implementation of the new system.

In addition to the organization changes resulting from the new voting system, in July 2003, Constance A. Kaplan became Miami-Dade County's Supervisor of Elections. She is in the process of assessing the resources and staffing needs of the Election Department as it faces the 2004 election cycle in which the ES&S voting system must be used. This proposed Supplemental Agreement is critical to the successful conduct of these important elections.

Settlement for Past Elections Support

In line with the Board's direction to ensure the integrity of Elections and to ensure that the County would have a tri-lingual ballot on every iVotronic, in 2002 and 2003 the County purchased additional materials, supplies and services that were needed from ES&S at a total cost of approximately \$860,000. Also, 89 days (66 days + 23 days for municipal elections) of project management and other election support totaling \$72,000 were required for those elections. Of that total, \$29,200 was reimbursed to the County by municipalities for their elections. These purchases were made using funding initially allocated for a post-warranty maintenance program.

In addition to the above services for which ES&S has already been paid, ES&S provided the County with approximately \$1.9 million for preparation for the November 2002 General Election. These services included high-level technical support in the form of call center staffing, field technicians, tabulation support staff and 710 loaned iVotronic units. These technicians assisted polling places when the on-site Technical Support Specialist could not resolve technical difficulties. ES&S, at the County's request, also procured the assistance of three local minority subcontractors to provide training and support beyond the scope of the original contract.

After almost a year of negotiations, ES&S has agreed to absorb \$1.4 million of its total \$1.9 million of verifiable expenses. ES&S is requesting that the County reimburse it \$454,973 for training and support services provided by its local, minority subcontractors in preparation for the November 2002 General Election. The County has verified payment to these subcontractors totaling \$1,118,299.

Lower Project Management Fee

During calendar year 2004, the County will conduct 28 municipal and three countywide elections (the Presidential Preference Primary, the Municipal/Congressional Primary and the General Election) plus any additional special elections that may be scheduled at a later time. This Supplemental Agreement allows for up to 360 days of Project

Management support to be used in the administration of elections in 2004. The current contract requires project management services at a level of \$1,100 per day. The new negotiated amount is \$700 for the first 220 days and \$1,000 for the remaining 140 days, totaling potentially \$294,000.

Purchase of Additional Materials and Supplies

Under the current contract, there is no allocation available to purchase additional equipment, materials or supplies as needed. The proposed Supplemental Agreement will provide an amount not to exceed \$350,000 annually for the County to purchase voting materials on an as-needed basis. Among the necessary equipment are batteries, flash cards, machines, tabulation equipment and other materials required during the normal course of an election cycle.

In addition, to ensure the functionality of future voting equipment, the proposed Supplemental Agreement enhances the equipment acceptance criteria. For your review, the proposed amendments to Appendix H of the contract are included in this item.

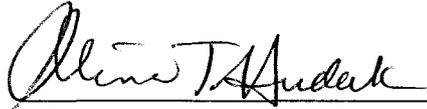
Funding of Supplemental Agreement

The proposed supplemental agreement provides additional spending authority up to \$2,030,973 (Attachment I), which brings the total contract amount to \$26,571,320. The contract term is amended to include the additional services and goods contained in the agreement through December 31, 2004. At the County's sole discretion, the County may renew the agreement on substantially the same terms for three additional one-year terms.

Expenses under this supplemental agreement will be incurred in FY 2003-04 and beyond. The \$454,973 for local, minority subcontractors, \$366,000 for project management and other election support services (\$72,000 for the remainder of calendar year 2003 and \$294,000 for calendar year 2004) and approximately \$350,000 in supplies and equipment will be funded from the remaining balance of the post-warranty maintenance program (\$316,369), reimbursements from municipalities totaling \$29,200 for recent elections and \$100,000 for prior elections, plus an additional \$70,000 from the General Fund already allocated for contract services within the Department's FY 2003-04 operating budget. It is recommended that the balance of potentially up to \$655,404 be included in the mid-year budget amendment. In future fiscal years, the recommended budget will have to address the incremental cost of replenishing the amount for the post-maintenance warranty period.

Conclusion

As a result of the difficulties the County faced in the September 2002 election, the Board authorized a countywide deployment of unprecedented resources for the November 2002 election. Prospectively, the propriety nature of the ES&S voting system warrants that the County continue to maintain a working relationship with ES&S to provide the most efficient and smoothly-run elections possible. In 2004, the Elections Department will conduct 28 municipal and three countywide elections (the Presidential Preference Primary, the Municipal/Congressional Primary and the General Election). Those elections are highly complex, with the November 2004 General Election projected to include as many as 500 different ballot styles (versions of the ballot driven by the existence of numerous overlapping Congressional, State, County and Municipal districts). To ensure successful elections, the Elections Department will need high-level technical assistance and various other support services from ES&S. It is in the best interest of the County to approve this Supplemental Agreement.


Assistant County Manager

**Attachment I
ES&S Supplemental Agreement
Amounts Paid & Due**

	<u>PAID</u>	<u>TO BE PAID</u>
Settlement of Past Elections Support:		
Additional materials, supplies, and services	\$ 860,000	
89 days of project management and other elections support	72,000	
Training and support services 11/2002		454,973
		Paid for past services*
		Paid for past services*
		To be paid upon execution of supplemental agreement**

Lower Project Management Fee for 2004:		
Up to 220 days at \$700/Day		\$ 154,000
Up to 140 days at \$1,000/Day		140,000
<i>Sub-Total</i>		<u>294,000</u>
		To be paid as needed **

Purchase of Additional Materials and Supplies for 2004:		
Purchase of voting materials on an as-needed basis		350,000
		To be paid as needed **
Total	<u>\$ 932,000</u>	<u>\$ 1,098,973</u>

Total Combined 2,030,973

* Amounts paid have been paid from funding in contract allocated for post-warranty maintenance program.

** Amounts to be paid will be funded through FY 03-04 operating budget, balance of funding available for post-warranty maintenance program and mid-year amendment.

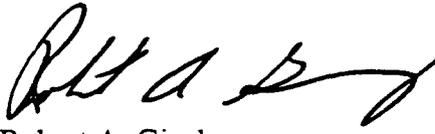
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MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners **DATE:** December 16, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)(A)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)(A)
12-16-03

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. 326 WITH ELECTION SYSTEMS & SOFTWARE TO OBTAIN ELECTION SUPPORT SERVICES AND MATERIALS, AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TO EXERCISE ANY OF ITS CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, this Board wishes to accomplish the purposes outlined in the accompanying memorandum, a copy of which is attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Manager to execute Supplemental Agreement No. 1 to Contract 326 with Election Systems & Software in substantially the form attached hereto, to exercise any of its cancellation and renewal provisions, and to exercise any other rights contained therein.

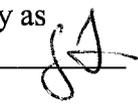
The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 
Susan Torres

By: _____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA

SUPPLEMENTAL AGREEMENT NO. 1 TO MIAMI-DADE COUNTY CONTRACT NO. 326

This Supplemental Agreement No. 1 between Miami-Dade County (the "County") and Elections Systems & Software, 11208 John Galt Boulevard, Omaha, NE 68137, (the "Contractor") shall supplement and become part of Miami-Dade County Voting Systems Contract No. 326, dated February 4, 2002 (the "Contract"), in accordance with the following terms:

1. Upon execution of this Supplemental Agreement, the County shall pay to Contractor the sum of \$454,973.00 for election training and support beyond the scope of the Contract that was provided in relation to the November 2002 election.
2. The Contractor agrees that all project management services in 2003, as defined in Appendix A, were provided at a rate of \$700.00 per day. All other election support services in 2003, as defined in Appendix A, were provided at a rate of \$1,100 per day.
3. The County shall compensate the Contractor for the services of a Project Manager, as defined in Appendix A, at a flat rate of \$700.00 per day for the first 220 days of services performed by such Project Manager during the Contract term, as extended by this Supplemental Agreement. Any services performed by a Project Manager during the Contract term after the initial 220 days shall be provided at the rate of \$1,000 per day. Wherever possible, the Project Manager shall perform services for the County in addition to the project management services described in Appendix A at the same \$700.00 rate. The Project Manager shall be dedicated to Miami-Dade County for up to 220 days as may be requested by the County for the support of County or municipal elections.
4. The County shall compensate the Contractor for other election support services in addition to those provided by the Project Manager, as defined in Appendix A, at a flat rate of \$1000.00 per day. The Contractor shall provide such additional other election support services on an as-needed basis for up to 140 days as may be requested by the County. These days shall be in addition to any days for which the County is reimbursed by municipalities for election support services pertaining to municipal elections; provided, however, payments to the Contractor for services provided in support of any municipal elections shall be paid in accordance with the payment terms hereunder and shall not be dependent or conditional upon the County's reimbursement therefor by any such municipalities.
5. The Contractor shall provide on an as-needed basis additional iVotronic voting machines, materials, and supplies, as described in Appendix A, up to a total cost to the County of \$350,000.00. The purchases of any additional iVotronic voting machines, materials, and supplies are subject to applicable articles of the Contract, including Article 16, for equipment

delivery and installation, warranty, and acceptance testing and, subject to the inclusion and payment by the County of any applicable additional post-warranty maintenance and support program fees, shall be covered under the post-warranty support and maintenance agreement, unless otherwise required by the County. Payment will be made in accordance with a payment schedule agreed to by both parties at the time of purchase.

6. Appendix H of the Contract, Miami-Dade County Acceptance Criteria, is amended by the revised Appendix H attached to this Supplemental Agreement. The System originally sold and installed under the Contract has been fully accepted by the County. The purpose of Appendix H, as amended, is solely for the County's acceptance of any additional machines, software or other products, as applicable, which may be sold by the Contractor to the County under this Supplemental Agreement or any agreed upon renewals hereof or future agreements between the parties.

7. The Contract term, as provided in Article 5 of the Contract, is hereby amended to include the additional services and goods contained in this Supplemental Agreement up to and until December 31, 2004. At the County's sole discretion, the County may renew this Supplemental Agreement on terms mutually agreeable to the parties for three additional one-year terms by notice to the Contractor in writing prior to the expiration of this Supplemental Agreement.

8. Article 41 of the Contract is hereby amended so that the total amount obligated under the Contract and this Supplemental Agreement is \$26,571,320.00. Contractor shall submit all invoices for services, machines, materials and supplies provided under this Supplemental Agreement to the County's Supervisor of Elections. All invoices shall be paid by the County via wire transfer to an account as designated by the Contractor.

9. The parties agree not to knowingly solicit for employment any employee of the other party, unless the other party gives its express consent thereto in writing. Nothing in this section shall be construed to prohibit a party from soliciting for employment or hiring an employee of the other party who has responded to a general or public solicitation of employment not specifically directed at that employee.

10. In addition to the amount for election services related to the November 2002 election specified in paragraph 1 above, the Contractor has submitted charges for additional election services in support of the November 2002 election totaling \$1,400,000.00 (the "Additional Charges"). Such services were in addition to those Services Days set forth in Appendix A of the Contract and paid for by the County. The parties agree that no amounts other than the \$454,973.00 set forth in paragraph 1 above and the Additional Charges are due to the Contractor for its services through November 2002. In consideration for the County, its agencies or instrumentalities not bringing any demand, claim, administrative, or legal action against the Contractor or any of its representatives or agents in connection with any alleged acts, omissions, breaches or alleged misrepresentations by the Contractor under or in its performance of the Contract up through the November 2002 elections, the Contractor hereby agrees not to pursue or

in any way attempt to collect, any portion of the Additional Charges from the County. In the event, however, that the County at any time brings any such claim as described above, the Contractor hereby reserves, and the County hereby agrees that, the Contractor shall have the right to counterclaim, or otherwise take any legal action available to it (including the right of setoff) to recover the Additional Charges, and, in such event, the parties hereby waive any applicable administrative, statutory, or other period of limitations within which the Contractor is otherwise permitted to seek payment of the Additional Charges.

All terms, covenants and conditions of the original Contract shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 1 to County Contract No. 326, effective as of the date it is executed by the last of the parties named below.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Approved as to form and legal sufficiency

Assistant County Attorney

**APPENDIX A
 ELECTIONS SUPPORT SERVICES**

The election support services to be provided by the ES&S, a description of such services, and total fees are described below. The County acknowledges that ES&S fees for election support services are based on the descriptions listed in the table below. For purposes of this Supplemental Agreement, a "Service Day" shall mean the performance of any agreed-upon election support services on or off of the County's facilities, as applicable, by an ES&S designated Project Manager or other support person on any one (1) calendar day or portion thereof.

Role/Function	Description	ES&S Service Days	Bill Rate
Project Manager	A Project Manager appointed by ES&S shall be responsible for the overall planning, communication, management and coordination of ES&S services and shall include, but not be limited to, the following: provide documentation of all phases of system testing; provide oversight of technical election procedures, results reporting and post election activities; provide ballot design requirements, oversight, and coordination of voice file production for the audio ballot iVotronic units.	Up to 220 Non-Consecutive Days	\$700.00
Other election support services	Includes providing technical systems training for elections staff; assisting with ballot creation, coding and proofing; and providing Election Day and Election Central technical support.	Up to 140 Days	\$1000.00
Materials and Supplies	Includes Sea Level 8 Port PCI mux board; External OmniDrive to read/write PCM cards; iVotronic Supervisor PEBs (Blue Band Installed); 128 MB Flash Cards; M650 Central Scanner Pick Belts; 14" Header, Precinct/Ballot, Visible Light (ES-HeadVL); 19" Header, Precinct Ballot; PCMCIA Cards (Item #31000-00); M6000-S16 Sixteen Slot Card Duplication in Standard PC Tower Case M6000-S16 (16-slot); M6000-CF-AD Compact Flash to PCMCIA Adaptor; Ballots (separate pricing).	N/A	Not to exceed \$350,000

Appendix H

Miami-Dade County Acceptance Criteria

Section 1 -- General

Contractor shall deliver and County shall receive the equipment, software and other products ("election system") included in Contractor Appendix B to this Agreement. Contractor shall assist County in the preparation of the election system and related procedures for each phase of the Acceptance testing. Acceptance testing shall be completed in the stages as outlined below to facilitate the most efficient utilization of the County's and Contractor's resources. Acceptance testing shall verify the basic condition and operability of the election system. All acceptance testing shall be based on the then-certified configurations of equipment, firmware and software. Except for the services to be provided by Contractor as specified in Appendix A (Statement of Work) to this Agreement, staff resources necessary for performing acceptance testing shall be provided by County. Contractor will provide on-site staff to assist with initial training of County staff, perform any necessary configuration updates, and to resolve any issues related to units that fail initial acceptance. Acceptance shall follow the procedures set forth below that will validate the receipt of items from Contractor and verify completeness of packing lists (contents, number of items, and serial numbers). Acceptance tests shall be evidenced in writing for each element of the election system including indication of the serial number, date of acceptance test, and a checklist of acceptance tests satisfactorily completed. Because it is expected that the acceptance testing will occur over an extended period of days, acceptance testing documentation shall be completed daily and reviewed with the County periodically. The County in a form mutually agreed to by the parties shall document the completion of these acceptance procedures in writing.

Section 1 – Delivery

Purpose – to verify the County has received from Contractor all the items contemplated in Exhibits __ through __ to this Agreement, subject to changes in the quantity or configuration of the necessary equipment, software and other products as provided for under the Agreement.

Description	Y / N	By
1) All items specified in Appendix "B" "Contractor Equipment" have been delivered to the County		
2) All items specified in Appendix "B" "Contractor Software" have been delivered to the County		
3) All items specified in Appendix "B" "Third Party Items" have been delivered to the County		

Section 2 -- Tabulation Equipment Acceptance Test

Purpose – to verify that all iVotronic tabulation equipment is in good working order, is able to operate on AC and battery power, is able to open a ballot, accept votes, and return to a power down mode; AND to verify that absentee counters are able to operate in AC mode, process sample ballots, and produce sample election results; AND to verify that communications packs are capable of operating on AC and battery power, producing printed reports, and to access modem line. Complete end-to-end functionality shall be tested in the mock election.

Description	Y / N	By
1) iVotronic Equipment (15 inch screen) – Voter Unit		
a) Apply AC power		
b) Clear and test unit with PEB Sample Ballot		
c) Initiate unit with PEB Sample Ballot		
d) Cast Ballot		
e) Remove AC power		
f) Cast ballot		
g) Verify voting booth contents to packing list		
h) Place unit into booth and ensure AC connection		
i) Return to storage		
2) iVotronic Equipment (15 inch screen) – ADA Voter Unit		
a) Apply AC power		
b) Ensure flash card inserted		
c) Clear and test unit with PEB Sample Ballot		
d) Initiate unit with PEB Sample Ballot		
e) Connect headphones and verify audio ballot functionality		
f) Cast Ballot		
g) Remove AC power		
h) Cast ballot		
i) Verify voting booth contents to packing list		
j) Place unit into booth and ensure AC connection		

k) Return to storage		
3) iVotronic Equipment – Supervisor Unit		
a) Apply AC power		
b) Clear and test unit with PEB Sample Ballot		
c) Create EQC code		
4) Absentee Ballot Counter – M100 or M650		
a) Verify contents		
b) Apply AC Power		
c) Ensure sample program loaded		
d) Process sample ballot		
e) Verify sample report		
5) Communication Packs		
a) Connect to fixture iVotronic unit		
b) Produce printed report		
c) Connect to phone line		
d) Verify modem connection and operation		

Section 3 -- Election Management Network Acceptance and Mock Election

Purpose – to verify that the election management network is completely installed and capable of performing the necessary election steps using sample election data. Testing shall include the ability to import sample VR data, to build the necessary election data files, to provide ballot images for the iVotronic as well as images for optical scan absentee ballot counters. The test shall also verify that the system is capable of programming the PEBs and memory chips necessary to vote the sample ballots on the iVotronic and absentee tabulators, collect votes from those systems, and report the results sufficient for election night and official election reporting. All testing shall be conducted with the then-certified versions and configurations of the election management software.

In the event that subsequent revisions result in functionality changes, additional acceptance test steps will be added to the list below based upon the mutual agreement of the parties.

Description	Y / N	By
1) Data Center Testing		
a) Verify that all system elements described in Exhibits B, C, and D, exclusive of iVotronic and Absentee Tabulator have been installed		

b) Verify that access to the Unity System is restricted via security passwords		
c) Verify ability to import Voter Registration system data to election database		
d) Verify ability to export election data elements from Unity to Voter Registration system		
2) Sample Data Configuration – In order to adequately test all desired phases of acceptance, develop sample election data including the following: <ul style="list-style-type: none"> • Primary election • Include in-person early voting (one voting unit) • One split precinct • One non-split precinct • At least 2 ballot styles • Summary page on iVotronic ballots • Two voter units per precinct • One ADA unit per precinct • Cast five votes per terminal • Two ballot styles • 250 absentee ballots • All ballot information in English, Spanish, French/Creole 		
3) Election data file and ballot preparation		
a) Verify the sample election data is able to be programmed on the PEBs and memory chips for absentee counters		
b) Verify the ability to load ADA voice files to flash memory cards		
c) Verify the ability to change font size in ballot layout for iVotronic		
d) After coding is completed, remove one of the candidates and recompile coding and programming of devices		
e) Demonstrate the ability to generate iVotronic ballot image for use in Web reporting		
4) Perform Logic and Accuracy Testing for iVotronic and absentee scanner		
5) Polling Place Procedures		
a) Open Polls		
b) Print zero report for each precinct		

c) During poll opening on one unit, remove PEB prematurely and note error condition		
6) Casting Ballots		
a) For in person early voting, select voters' ballot from all ballots available		
b) In split precinct, select voters' ballot from all ballots available		
c) Attempt to Cast an over vote on iVotronic and determine the system prevents over voting		
d) Attempt to Cast an under vote and determine that the system provides notification to the voter at the summary screen		
e) Change selection in race during voting showing that changes in choice are properly made		
f) Cast a write-in vote and verify the reporting in the results		
g) During voting with partial (three) votes cast, remove AC and battery power and bring unit back up with AC and battery power and continue voting on the last two votes cast.		
h) Verify that optical provisional ballots can be tabulated and accumulated as required for reporting purposes.		
i) Verify absentee ballots can be tabulated and accumulated as required for reporting		
j) For absentee counter, include over voted and blank ballots and process with sort selected		
k) Verify that in-person early voting can be tabulated and accumulated as required for reporting		
l) During report transmission, verify that the system can provide precincts reported and not reported		
7) Closing Polls		
a) Print results tape from Communication Pack for each precinct voted i) Identification of election ii) Identification of each unit iii) Identification of ballot format iv) Identification of candidate and/or issue		
b) Attempt to close a precinct without including all units in the		

precinct, verifying that an error condition is noted		
8) Transmit results from each precinct via modem		
9) Election Reporting		
a) Generate zero report prior to results accumulation		
b) Verify the election report results match the pre-determined test vote results		
c) Generate the election reporting as: <ul style="list-style-type: none"> i) Cumulative report – summary w/ group detail, summary, precinct report w/ group detail ii) Canvass report – key heading and jurisdictional iii) Absentee by mail ballots iv) In person early voting reports 		
d) Create an ad hoc report and use mock election data to prepare		
e) Perform election results file export		
f) Export elections to test web site		
10) Audit Data and Recount		
a) Machine Recount <ul style="list-style-type: none"> i) Collect PEB results into central data system ii) Verify that reported results match original election reports 		
b) Hand Recount <ul style="list-style-type: none"> i) Gather audit records from one precinct ii) Produce ballot images iii) Perform re-count of ballot images iv) Reconcile the hand count results match the precinct results 		
c) Ballot image randomization <ul style="list-style-type: none"> i) Develop a predetermined voting pattern ii) Verify that the ballot images do not follow the voting pattern 		
d) Backup election reporting data and restore election reporting data to election report		
e) Verify that the reporting system is able to zero reported results for one of the precincts and reload the results in the data center		

f) As part of the archiving process, ensure that the system can be cleared.		
11)Voting Unit Testing		
a) Apply magnet to the iVotronic and PEB and verify that the results are unaffected		
b) Verify the battery operation of the iVotronic is a minimum of 2.5 hours of continual use		
c) Verify battery recharge during operation i) With a partially discharged unit, check voltage level ii) Apply AC for 1 hour while casting ballots iii) At end of 1 hour, check voltage level to verify that charge level increases		
d) Verify that the Bitmap version of the Active Candidate Touch Area ("touch bar") is active		
e) Discharge battery noting that low battery error message is returned		
f) Using an ADA unit with sample election data loaded, remove flash card and attempt to vote in ADA mode noting the error		
g) Verify the 650 absentee scanner can process ballot deck at 400 ballots per minute		
h) Verify M100 can read 250 ballots per hour		
12)Export election data from election data files to VR system		
13)Verify operation and functionality of Reset switch		

Section 4 -- Tabulation Equipment Threshold Testing

Purpose - To test the ability of the iVotronic tabulation equipment to react to known problems that may occur on election day. 10% or 5 terminals (whichever is greater) will be tested prior to accepting delivery of iVotronic tabulation equipment from contractor. The testing will include but is not limited to the following: removal of PEB during opening of terminal, removing flash card during opening of terminal, using reset switch to reset terminal, remove and replace battery in order to reset terminal. The test will also verify that the terminals are capable of recovering from any errors that may occur under normal conditions.

1) Remove PEB during opening on iVotronic terminals (note errors)		
2) Remove PEB during opening on Audio iVotronic terminals (note errors)		
3) Unplug terminal from AC power to verify terminal can continue to function (note errors)		
4) Improper insertion of PEB into iVotronic		
5) Load current firmware to evaluate if system updates properly (note errors – internal malfunctions if any)		
6) Improperly calibrate screen to verify if proper calibration will take effect after change		
7) Test AC current coming from booth to verify proper voltage		
8) Test iVotronic AC port to verify charging capability		
9) Test moving iVotronic from a controlled temperature room to an ambient location to verify that terminal is still functional		