

**STATE OF COLORADO
DEPARTMENT OF STATE**

**CONTRACT
with
QUEST INFORMATION SYSTEMS, INC.**

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1. PARTIES

This Contract is entered into by and between "QUEST INFORMATION SYSTEMS, INC." (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of State (CDOS).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or his designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The State shall not be liable to pay or reimburse Contractor for any performance hereunder, including but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. AUTHORITY, APPROPRIATION, APPROVAL, AND PURPOSE

Authority exists in the law under CRS §24-1-111, §24-21-101 and §1-45-109 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and required approvals, clearances, and coordination have been accomplished from and with appropriate agencies. An appropriation was made to procure and implement a Campaign Finance System per the requirements of RFP CDOS-CF-08-01.

4. DEFINITIONS

The following terms as used herein shall be used, construed, and interpreted as follows:

A. Agency Authorized Users

"Agency Authorized Users" means employees, agents, and third-party Contractors of the State, County Clerks and Recorders and their staff, and others as deemed by the State, authorized to use the Campaign Finance System.

B. API

"API" means Application Program Interface, a set of commonly used functions that provide a programmer with pre-programmed functionality.

C. Breach of Data Security

"Breach of Data Security" means the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, or integrity of information used or maintained by Contractor in conjunction with this Contract.

D. Change Control Board

"Change Control Board" means the appointed individuals selected by the State to serve on the Change Control Board for the purpose of approving change control requests initiated in accordance with **Exhibit A** – Statement of Work.

E. Compensation

"Compensation" means the funds payable to Contractor by the State related to performance of Contractor's obligations, including, but not limited to, providing any required Products and/or Services, as described in **Exhibit A** – Statement of Work.

F. Contract

"Contract" means this Contract for Goods and Services, its provisions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying amendments, agreements, exhibits, attachments or references incorporated pursuant to State Fiscal Rules and Policies.

G. COTS

"COTS" means commercial off-the-shelf.

H. CRS

"CRS" means Colorado Revised Statutes as they currently exist and may be amended.

I. Counties

"Counties" mean the sixty-four (64) counties within the State of Colorado, acting through their respective County Clerks.

J. Deliverable

“Deliverable” means a written document, supply, service, Software, hardware, or other item to be delivered by the Contractor to the State as part of Contract performance.

K. Exhibits

The following exhibits are attached hereto and incorporated by reference herein: **Exhibit A** – Statement of Work; **Exhibit B** – Payment and Delivery Schedule; **Exhibit C** – System Requirements; **Exhibit D** – Project Key Personnel; **Exhibit E** – Application Maintenance and Support Agreement.

L. Final Campaign Finance System Acceptance

“Final Campaign Finance System Acceptance” means confirmation by the State that the Contractor has provided a system to the State that conforms to System Acceptance Criteria as addressed in **Exhibit A** – Statement of Work.

M. FirstTuesday®

“FirstTuesday®” means the campaign finance application software developed and owned by Contractor that will be customized for the State’s Campaign Finance System.

N. Fiscal Year

“Fiscal Year” means the period for which funds are appropriated and money is made available for commitment and expenditure. The State’s fiscal year is July 1st through June 30th.

O. Goods

“Goods” means any physical item used, produced, or manufactured either separately or in conjunction with performance of Contractor’s obligations hereunder.

P. Help Desk Support

“Help Desk Support” means support services (e.g., telephone, e-mail, etc., to address questions and problems) Agency Authorized Users may have regarding operation of the Campaign Finance System.

Q. Holdback

“Holdback” means compensation held back from an Interim Payment and later paid to Contractor after acceptance of specific performance or after Final System Acceptance.

R. Intellectual Property

“Intellectual Property” means any and all know-how, inventions, patents, copyrights, models, designs, diagrams, specifications, service marks, trademarks, trade dress, trade secrets, test results, knowledge, research, techniques, discoveries, regulatory filings, data, source codes, object codes, production methods, technology, specification of materials, formulae, methods of formulation, processes or other information (in tangible or intangible form), other industrial or proprietary rights, and all present and future title, interest and rights pertaining thereto, any documentation relating thereto, and any and all applications for any of the foregoing, whether or not patented, patentable or registered as of the effective date of this Contract or at any later date.

S. Interim Acceptance

“Interim Acceptance” means the process of receiving and evaluating deliverables prior to Final System Acceptance, which enables the State to make interim payments to the Contractor.

T. Key Personnel

“Key Personnel” means those individuals identified in **Exhibit D** – Project Key Personnel who are essential to the satisfactory performance of Contractor’s obligations hereunder.

U. Milestone

“Milestone” means a work grouping at a lower level than a phase that is comprised of one or more deliverables and represents the delivery of a complete unit of value to the success of the project.

V. Parties

“Party” or “Parties” means one or both of the State and Contractor.

W. Products

“Products” means Software and copies thereof, licenses, user documentation, upgrade plans, support, hardware and other products, described in **Exhibit A** – Statement of Work.

X. Project Manager

“Project Manager or PM” means a person, one designated by Contractor and one by the State, who has authority to make relevant day-to-day decisions in regard to the Project for their designating Party.

Y. Service Level Agreement

“Service Level Agreement or SLA” means an element of performance for which an acceptable service level has been explicitly defined.

Z. Services

“Services” means services performed or tangible material produced either separately or in conjunction with the Work performed and Goods and Products provided hereunder.

AA. Software

“Software” means the executable code version of software Product(s) comprising the Campaign Finance System set forth in **Exhibit C – System Requirements**.

BB. Subcontractor

“Subcontractor” means a third-party vendor of equipment, goods, products, or services, if any.

CC. Work Product

“Work Product” means the software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract.

5. TERM AND EARLY TERMINATION

A. Initial Term-Work Commencement

The initial term of this Contract shall commence on the later of either the Effective Date or the 8th day of December, 2008 and terminate on the 30th day of June, 2010, unless sooner terminated as provided for below herein.

B. Renewal Option

The State may require Contractor to continue performance of application maintenance and support functions and operation support functions beyond the initial or renewal term of this Contract. The State may exercise this option through an amendment to this Contract prior to the end of the Contract or any renewal term. Upon exercise of this option by the State, the extended Contract shall include this option provision for future use, provided however, that the total duration of this Contract, including the exercise of all options under this provision, shall not exceed a total Contract period of five (5) years. Financial obligations of the State payable after any current fiscal year are contingent upon the availability of funds for that purpose as set forth in §8 of this Contract.

C. Unilateral Option to Extend

The State, in its sole discretion, may unilaterally extend the term of this Contract for a period not to exceed two months if the Parties are negotiating renewal of support agreements at the end of any initial term or an extension thereof. The provisions of the Contract in effect when said notice is given, including but not limited to, prices, rates, and delivery requirements, shall remain in effect during said two-month extension. However, the two-month extension shall immediately terminate when and if an amendment to the Contract or a replacement Contract becomes effective following the Colorado State Controller’s approval and signature.

D. Early Termination

This Contract is subject to early termination in accordance with the provisions hereof.

6. STATEMENT OF WORK (SOW)

A. Performance

Performance of Contractor’s obligations under this Contract shall begin as soon as practicable following commencement of the initial term, and shall be undertaken and performed as set forth in **Exhibits A and B**. Contractor shall strictly follow the sequence and manner of performance set forth in **Exhibits A and B** and shall comply with the descriptions of and representations (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and

requirements) set forth in **Exhibits A, B and C** and elsewhere in this Contract. Contractor shall perform its obligations at both the locations of Contractor and CDOS.

B. Enhancements

System enhancements supporting legislative changes to programs or meeting requirements not identified herein may be necessary during the term of this Contract. System enhancements within the general scope hereof shall follow the Change Control process set forth in **Exhibit A**. System enhancements require approval of a Change Control Board and a written amendment executed in accordance with **§25.H**, below. Payment for system enhancements shall be conditioned on the State's acceptance thereof and upon the implementation of such system enhancement by Contractor.

C. Post-Implementation Support and Maintenance

After acceptance of the system by the State, Contractor shall perform post-implementation support and maintenance as outlined in **Exhibit E**, Application Maintenance and Support Agreement, incorporated herein. Contractor shall implement all necessary measurements and monitoring tools and procedures required to measure and report Contractor's performance of the services against **Exhibit E**. Such measurements and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the requirements of **Exhibit E**, and shall be subject to audit by the State. All such reporting shall be prepared and delivered to the State on a monthly basis. Contractor shall provide the State with information and access to all such tools and procedures upon request for purposes of verification.

D. Procuring Goods, Products, and Services

Contractor shall procure goods, products and services necessary to perform its obligations pursuant to the provisions of **Exhibit A** without extra charge to the State (unless specifically otherwise provided for in this Contract).

7. DATA AND DOCUMENTS DELIVERABLES

A. Delivery and Standards

Contractor shall deliver the data and documents required in **Exhibits A and B** by the dates specified therein. Unless otherwise specified, Software documentation delivered pursuant to this Contract shall meet the following standards:

- i. Documentation shall be in electronic, human readable format, which clearly identifies the programming language and version used, and when different programming languages are incorporated, identifies the interfaces between codes programmed in different programming languages.
- ii. Documentation shall contain source code in an electronic, human readable format, which describes the program logic, relationship between any internal functions, and identifies the disk files that contain the various parts of the code.
- iii. Detailed "commenting" of source code may be used to partially satisfy the documentation requirements, although documentation shall also include a flow chart which identifies the program flow between files and functions. Comments may be used to document internal flow control in functions.
- iv. Files containing the source code shall be delivered, or may be left on the host machine so long as the files and their location are identified, and their significance to the program described in the documentation.
- v. Documentation shall describe error messages and the location in the source code, by page, line number, or other suitable identifier, where the error message is generated.
- vi. Documentation shall be written so persons reasonably proficient in the use of the program language utilized can efficiently use it to understand the program structure, iterative and other control techniques, and decipher error messages if they occur.
- vii. Microsoft Office applications shall be used to prepare documentation, unless prior written approval is received from the State to use other applications.
- viii. Contractor shall maintain a read-only library to store all approved project documentation.

B. Software

Delivered Software shall be sufficiently descriptive to permit the following to occur:

- i. maintenance and modification thereof,

- ii. changes to addresses and telephone numbers in computer generated documentation,
- iii. addition of fields to the database, and
- iv. revisions of report formats, including breakpoints, and summary computations.

8. COMPENSATION OF AND PAYMENTS TO CONTRACTOR

Contractor shall be compensated and paid as follows:

A. Basis and Maximum Amount

The State shall pay Contractor for its performance in accordance with **Exhibits A** and **B**. The maximum amount payable to Contractor by the State hereunder shall be \$904,730 from available funds properly encumbered. The State shall not be liable to pay or reimburse Contractor for any performance hereunder prior to the Effective Date. Satisfactory performance of Contractor's obligations hereunder is a condition precedent to the State's obligation to compensate Contractor. The maximum amount payable includes all Contractor fees, costs, and expenses, including but not limited to, labor, rent, travel expenses, overhead, parts, repairs and replacements, mileage, supplies, mailing, testing, communications, reporting, debugging, deliveries, and other operation and Contract expenses.

B. Payment

i. Method and Time

Contractor shall periodically submit invoices to the State in the form and manner approved by the State and shall attach any applicable timesheets and/or receipts. Contractor shall submit invoices within 60 days after the end of the period for which payment is requested, and final billings on this Contract must be received by the State within 60 days after termination hereof. The State shall make payment in full with respect to each invoice acceptable to it within 45 days of receipt thereof, after which uncontested unpaid amounts shall bear interest at a rate of one percent per month. Interest shall not arise if a good faith dispute exists as to the State's obligation to pay all or a portion of an invoice. Contractor shall invoice the State separately for interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of days interest to be paid and the applicable interest rate.

ii. Payment and Delivery Schedule

The payment for each Deliverable shall be the amount as outlined in **Exhibit B** which includes a twenty percent (20%) holdback on payment for each Deliverable. Upon successful and timely achievement of a key Milestone as listed in **Exhibit B**, and in addition to any Deliverable payments due under the Milestone, fifty percent (50%) of the holdback accrued under the Milestone shall be released. The remaining 50% of holdback accrued under the Milestone shall be retained by the State until successful completion of the Implementation Milestone. Fifty percent (50%) of the holdback for a Milestone shall be released only when the full Milestone has been timely achieved and no daily late fees have been imposed pursuant to the Daily Late Fees provision defined in **§20.A**.

iii. Available Funds-Contingency-Remedies

The State is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. Therefore, Contractor's compensation is contingent upon the continuing availability of state appropriations as provided in **§2** of the Colorado Special Provisions, set forth below herein **§26**. If federal appropriations or Contracts fund this Contract in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Contract shall only be made from available funds encumbered for this Contract, and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If state or federal funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may immediately terminate the Contract in whole or in part without further liability in accordance with the Termination for Cause subsection of the Remedies section of this Contract. All payments are subject to the general Remedies section of this Contract.

iv. Return of Funds

Any funds paid to Contractor hereunder which are not expended in connection with this Contract shall be refunded by Contractor within 15 days of termination hereof. Any funds not required to complete Contractor's obligations hereunder shall be de-obligated by the State. If Contractor receives overpayments hereunder, Contractor shall refund all excess funds to the State within 15 days of the

later of (a) the receipt of such funds or (b) the determination of such overpayment. Unexpended or excess funds received by Contractor under this Contract shall not be refunded or paid to any party other than the State.

v. **Erroneous Payments - Remedies**

Payments made to Contractor in error for any reason, including, but not limited to overpayments or improper payments due to omission, error, fraud, or defalcation may, at the State's sole discretion, be recovered from Contractor by deduction from subsequent payment under this Contract or other Contracts between the State and Contractor, or by other appropriate methods.

9. CONTRACTOR'S EMPLOYEES AND AGENTS

A. **Not State Employees**

All persons hired by Contractor to perform its obligations hereunder are employees or agents of Contractor or a subcontractor for all purposes and shall not be employees of the State for any purpose.

B. **Key Staff**

Contractor shall provide staff to complete its obligations under this Contract. Assignment of Key Personnel identified in **Exhibit D** shall be continuous throughout the term hereof, unless such staff are unable to perform for a legitimate reason such as illness or termination of employment, and any changes in Key Staff shall be approved by the State. Contractor shall not reassign Key Personnel to other projects without the State's prior written approval.

C. **Staff Replacement**

The State is granted the right to request in writing that Contractor replace any of its staff whose qualifications or performance are or reasonably could hinder successful and timely completion of Contractor's obligations hereunder. Contractor shall comply with such request within 30 days of receiving it or take other corrective actions to which the State agrees.

D. **Background Checks**

Contractor shall perform criminal background checks on all Contractor employees and agents to ensure that they are fully qualified to perform Contractor's obligations hereunder, and if required by law or ordinance, are validly licensed and/or have obtained all requisite permits to perform such obligations.

10. REPORTING-NOTIFICATION

The content and format of the following reports and analysis shall be as prescribed by the State.

A. **General**

Notwithstanding anything herein to the contrary, including without limitation the priority provisions set forth in **§25.I**, specific reporting requirements set forth in any **Exhibit** to this Contract shall take precedence over this general reporting provision. The content and format of all reports shall be determined by the State. Contractor shall provide the State with such documentation and other information as may be reasonably requested by the State from time to time to verify that Contractor is performing its obligations in compliance with the provisions of this Contract, including, but not limited to the following:

i. **Project Status**

Project status reports shall be submitted on a monthly basis and upon termination or completion of work and shall include, without limitation, the following:

- a) activities performed in the prior period;
- b) milestones achieved;
- c) progress relative to project plan;
- d) key issues and factors impacting the support effort;
- e) corrective actions, if needed; and
- f) planned activities for the upcoming period.

ii. **Systems Operations Reports**

Monthly system operations reports will include, without limitation, the following:

- a) usage by Service in the prior period;
- b) changes implemented in prior period;
- c) Service Level Agreement attainment in prior period, if applicable;

- d) key issues surfaced through problem management reporting;
- e) corrective actions, if needed;
- f) planned activities for the upcoming period; and
- g) resource deployment for prior, current and upcoming periods.

B. Litigation

Within 10 days after being served with any pleading in a legal action at a court or administrative agency related to this Contract, Contractor shall notify the State of such action and deliver copies of such pleadings to the State's principal representative in accordance with §21 of this Contract.

C. Remedies

Contractor's failure to provide reports and notify the State in a timely manner in accordance with this section may result in the delay of payment of funds and/or termination under the Remedies sections of this Contract.

11. CONTRACTOR RECORDS

Contractor shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Contractor shall maintain a complete file of all records, documents, communications, notes and other written materials, electronic media files or communications, pertaining in any manner to delivery of Goods, Products, and Services hereunder. Contractor shall maintain such records for:

- i. Three years after the date this Contract is completed or terminated or final payment hereunder, whichever is later, or
- ii. For such further period as may be necessary to resolve any pending matters, or
- iii. Until an audit has been completed and its findings have been resolved.

B. Inspection

Contractor shall permit the State, the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this Contract and for a period of three years following termination hereof or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Contractor's performance hereunder.

C. Monitoring

Contractor also shall permit the State, the federal government or any other duly authorized agent of a governmental agency, in their sole discretion, to monitor all activities conducted by Contractor pursuant to this Contract using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, and formal audit examinations.

12. CONFIDENTIAL INFORMATION-STATE RECORDS

Contractor acknowledges that it may become privy to confidential information in connection with its performance hereunder, including, but not limited to state records, personnel records, and information concerning individuals.

A. Confidentiality

It shall be Contractor's responsibility to keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information to the same extent applicable to the State. Any request or demand for information in the possession of Contractor made by any third party shall be immediately forwarded to the State's principal representative for resolution.

B. Notification

Contractor shall notify its agent, employees, sub-Contractors and assigns who may come into contact with confidential information that they are subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by the Contract and as approved by the State.

Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as set forth in this Contract and approved by the State.

D. Protection

If Contractor provides physical or logical storage, processing or transmission of confidential or sensitive State data, Contractor shall provide physical and logical protection for State hardware, software, applications and data that meet or exceed industry standards and requirements as set forth in this Contract. Contractor shall provide the State with access, subject to Contractor's reasonable access security requirements, seven days a week, 24 hours a day, for the purpose of inspecting and monitoring access and use of State data, maintaining State systems, and evaluating physical and logical security control effectiveness.

E. Security-Notice

Contractor is responsible for the security of all information provided to it by the State. If Contractor becomes aware of a Breach of Data Security, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, if any. Contractor shall be responsible for the cost of notifying each Colorado resident and residents of other states whose personal information may have been compromised. Notice shall be made as soon as possible within the legitimate needs of law enforcement and according to the requirements of the State. Contractor shall be responsible for performing an analysis to determine the cause of the breach, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present such analysis and remediation plan to the State within 10 days of notifying the State of the Breach of Data Security. The State reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce the required analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, at Contractor's cost.

F. Disclosure-Liability-Damages

Disclosure of State records or other confidential information for any reason may be cause for legal action against Contractor or its agents by third parties, and defense of any such action shall be Contractor's sole responsibility. Notwithstanding any other provision of this Contract, Contractor shall be liable to the State for all consequential and incidental damages, not to exceed the value of this Contract as stated in §8A, arising from a data security breach.

13. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

FirstTuesday® software, reports, data, manuals, or other documents, drawings, or other materials prepared by Contractor in the performance of its obligations under this Contract and that become part of the commercially available FirstTuesday® shall be the exclusive property of the Contractor and may be reused by the Contractor. Contractor shall retain exclusive right to resell or license the FirstTuesday® software to other entities.

A. Intellectual Property-Ownership of Materials and Information

During the term of this Contract Contractor may generate ideas, inventions, suggestions, copyrightable materials or other information ("Intellectual Property") as a result of its performance under this Contract.

i. General Applicability

Intellectual Property of general applicability, whether or not related to, or incorporated into, the Work Product Contractor produces and delivers to the State. Contractor shall retain title to Intellectual Property described in this subsection, including any Intellectual Property developed by Contractor prior to or outside of this Contract. To the extent such Intellectual Property is incorporated in the Work Product Contractor produces and delivers to the State, Contractor grants and the State accepts, a royalty-free, non-exclusive, license to use all such Intellectual Property within the State for use by Colorado Department of State for operation of the system from the "Effective Date" forward and until no longer needed by the State for such operation. Such Intellectual Property may be used by the State and its agents in connection with the operation of the Department of State's Campaign Finance System.

ii. **List**

Contractor shall provide the State a written list of the Intellectual Property it has supplied and/or intends to supply hereunder that is included in the foregoing subsection. Contractor shall provide such lists as follows:

- a) **Term.** Quarterly, when changes, during the term hereof. The State shall, to the extent allowed by law, keep such list confidential.
- b) **Termination.** Upon termination hereof for any reason. For any such Intellectual Property, the list shall also provide specific facts proving that such Intellectual Property was developed by the Contractor prior to or outside this Contract.

B. Software Licenses

The State shall own all licenses to third party proprietary operating and vendor software packages provided by Contractor. Title to third party proprietary operating and vendor software packages shall remain with the third party/vendor software manufacturer. The State is solely responsible for renewal of third party software licenses. All State data shall be and remain the property of the State or its suppliers or licensees.

C. State Use Grant to Contractor

The State grants the Contractor, to the extent authorized by law, rights to royalty-free use of Contractor's Work Product produced and delivered under this Contract, and the non-client data derived from its use by the State, for bidding and performance of other government system transfer or development projects, provided such use does not result in any additional cost to the State, compromise the performance of this or any other State project, or disclose any restricted state or personal data obtained by the Contractor in performance of this Contract.

D. Source Code

Contractor acknowledges the State's need for all Work Products produced by Contractor hereunder after termination of this Contract. Contractor shall, at no additional cost to the State, provide the State with the necessary source code that allows the State, or its agent, to perform any required and on-going maintenance on the Campaign Finance System.

14. CONFLICT OF INTEREST

A. Definition and Appearance

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this Contract, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder. Contractor shall comply with the provisions of CRS §18-8-308 and §24-18-101-109.

B. Specific Prohibitions

Contractor's and sub-Contractor's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor, potential Contractors, or parties to sub-agreements. Contractor's employees, officers, and agents or any permitted sub-Contractor shall not participate in the selection, award, or administration of this Contract or sub-Contract if a conflict of interest or the appearance thereof would occur. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award, to-wit:

- i. an employee, officer or agent;
- ii. any member of the employee's immediate family;
- iii. an employee's partner; or
- iv. an organization, which employs, or is about to employ, any of the aforementioned.

C. Determination by State-Default

If Contractor is uncertain whether the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict shall be considered a material default of this Contract.

D. Code of Performance

Contractor and sub-Contractors, if any, shall maintain a written code of standards governing the performance of their respective employees, agents, and Contractors engaged in the award and administration of this Contract. Contractor shall provide a copy of such code to the State within 10 days of the State's written request therefore.

15. WARRANTIES

The warranties set forth in this section and such other warranties as may be set forth in this Contract are a part of the minimum work requirements of this Contract and all remediation or other actions required by such warranties shall be performed or delivered without additional cost to the State.

A. Goods, Products, and Services

During the term of this Contract and for a period of two years following the State's final acceptance under this Contract, Contractor warrants the following:

i. Specifications

All Goods, Products, and Services provided shall meet the specifications set forth in this Contract and be acceptable to the State.

ii. Suits, Claims, and Actions

There are not any pending or threatened suits, claims, or actions of any type with respect to the Goods, Products, and Services provided.

iii. Liens and Encumbrances

All Goods, Products, and Services provided are and shall remain free and clear of any liens, encumbrances, or claims arising by or through Contractor or any party related to Contractor.

B. Contractor's Performance

Contractor warrants that it will perform all its obligations and provide all Goods, Products, and Services required under this Contract in accordance with the highest standard of care, skill and diligence.

Contractor further warrants the following:

i. Time of the Essence

Time is of the essence in performance of this Contract. Contractor's failure to complete its obligations as specified in this Contract shall be grounds for the State to assess late fees or liquidated damages and/or terminate this Contract for default, subject to extensions of performance time to which the State, in its sole discretion, may agree.

ii. Legal Compliance

Contractor's performance shall conform to and not violate any applicable law, rule or regulation, and Contractor shall obtain all permits and licenses required to comply with such laws and regulations.

iii. Infringement-Rights

Contractor's performance shall not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any intellectual property rights.

Contractor is the lawful owner or licensee of their Software, hardware, methods, methodologies and any pre-existing intellectual property used in the performance of the Services and has the right to grant to the State access to or use of such Software, hardware, methods, methodologies and Intellectual Property.

iv. Specifications-Compatibility-Quality

All Goods, Products, Services, and Work Product Contractor provides shall meet the specifications set forth in **Exhibit A** and shall interface, integrate and be functionally compatible with and perform on any and all of the State's hardware and software configurations as provided in such specifications. In addition, all Goods, Products, Services, and Work Product and ancillary consumables, equipment, materials, and supplies Contractor provides or uses in performance of its obligations hereunder shall:

- a)** conform to the highest applicable industry standards,
- b)** be new and in good working order, free from defects in materials or workmanship,
- c)** be installed properly and in accordance with manufacturers' recommendations or other industry standards, and

d) function properly without failure. Contractor shall, for a warranty period of four months after delivery to and acceptance by the State, promptly repair or replace, at the option of the State, any Goods, Products, Services, or Work Product that fail to satisfy this warranty.

v. **Software and Hardware**

All Software and hardware delivered hereunder and any update or revision to them shall be free from defects and shall meet all specifications set forth in this Contract. Such Software and hardware shall perform the functions as described in this Contract, for a warranty period of four months after delivery to and acceptance by the State. Contractor shall correct any and all defects and make any additions, modifications, updates, or adjustments to such Software or Hardware as may be necessary to keep them in operating order at all times during the applicable warranty period.

vi. **Third-Party Warranties**

Contractor shall assign and deliver to the State all written manufacturer's and other third-party warranties relating to the Goods, Products, Services, Work Product, Software, hardware, and ancillary consumables, equipment, materials, and supplies Contractor provides or uses in performance of its obligations hereunder.

C. **Inspection and Acceptance**

i. **Right of Inspection**

The State shall have the right to inspect all Deliverables and all Goods, Products, Services, Work Product, Software, hardware, and ancillary consumables, equipment, materials, and supplies Contractor provides or uses in the performance of its obligations hereunder, at all reasonable times and places, to verify that they conform to the requirements of this Contract before accepting them.

ii. **Acceptance Testing**

Inspection shall occur at a site specified by the State using acceptance test procedures and test data prepared in accordance with **Exhibit A**. The State may perform the acceptance test, may witness the acceptance test, and may perform or witness the acceptance testing following problem determination, problem analysis, and service request procedures provided by Contractor.

iii. **Notice**

The State shall provide written notice to Contractor, in accordance with the §21 of this Contract, of the acceptance or rejection of a Deliverable within 5 days of the delivery of such Deliverable or completion of acceptance testing.

D. **Remedies**

The remedies set forth in this section shall not limit the remedies available to the State elsewhere in this Contract or that are otherwise available in equity or at law, all of which may be exercised by the State, at its option, cumulatively or separately. Any reduction, delay or denial of payment hereunder shall not constitute a breach of Contract or default by the State.

i. **Cure**

If any Deliverable does not conform to Contract requirements, or if the Contractor breaches any of its warranties, the State may require Contractor to promptly cure the nonconformance or breach in conformance with Contract requirements, without additional cost to the State. Such cure shall occur within 5 days of Contractor receiving notice from the State of such nonconformance or breach.

ii. **Failure to Cure**

If defects in a Deliverable or a breach of warranty cannot be or are not cured by Contractor within the specified period, the State may require Contractor to:

- a) Take necessary action to ensure that future performance conforms to the provisions hereof;
- b) Equitably reduce the payment due to Contractor to reflect the reduced value of the Deliverable;
- c) Invoke the liquidated damages clause of this Contract; and/or
- d) Delay the workplan schedule without incurring additional costs.

16. INDEMNIFICATION-INTELLECTUAL PROPERTY

A. **Indemnity**

Contractor shall indemnify, hold harmless and defend, at Contractor's sole expense, the State, its employees and agents, against any and all loss, cost, expense or liability, including but not limited to attorney fees, court costs and other legal expenses and damages arising out of a claim that a Good,

Product, Service, Software, or Work Product provided by Contractor hereunder, or its use, infringes a patent, copyright, trademark, trade secret or other intellectual property right. Contractor's obligation shall not extend to any Good, Product, Service, Software, or Work Product provided by Contractor hereunder or system or method, unless the Good, Product, Service, Software, or Work Product provided by Contractor hereunder or system or method is:

- i. Provided by Contractor or Contractor's subsidiaries or affiliates;
- ii. Specified by the Contractor for work with the Good, Product, Service, Software, or Work Product provided by Contractor hereunder;
- iii. reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- iv. Reasonably expected to be used in combination with such other product, system or method.

B. Notice-Defense

The State shall notify Contractor within a reasonable time after receiving notice of a claim of infringement and Contractor shall have the sole authority to defend or settle such claim; provided that any settlement be for money damages only. The State shall furnish, at Contractor's reasonable request and expense, information and assistance necessary for the defense of such claim. Contractor shall consult the State regarding the defense of such claim and the State, at its discretion and expense, may participate in such defense. Should the State choose not to participate, Contractor shall keep the State advised of any settlement or defense. If Contractor shall fail to vigorously and timely pursue the defense or settlement of such claim, the State may assume such defense and settlement and Contractor shall be liable for all costs and expenses incurred by the State with respect thereto.

C. Remedy

If an infringement action arises, the State shall have the right to require Contractor to take one of the following actions at Contractor's sole expense, to-wit:

- i. Obtain the right for the State to continue using the Good, Product, Service, Software, or Work Product provided by Contractor hereunder;
- ii. Replace the Good, Product, Service, Software, or Work Product provided by Contractor hereunder with a non-infringing Good, Product, Service, Software, or Work Product provided by Contractor hereunder that has equivalent functionality;
- iii. Modify the Good, Product, Service, Software, or Work Product provided by Contractor hereunder so that it retains equivalent functionality, but is non-infringing; or
- iv. Reimburse the State for the removal and replacement of the Good, Product, Service, Software, or Work Product provided by Contractor hereunder.

17. REPRESENTATIONS

A. Licenses, Permits, Etc.

Contractor represents that as of the Effective Date it has, and that all times during the term hereof it will have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform the Services and/or deliver the Goods specified herein. Additionally, Contractor shall ensure that its employees, agents, and subcontractors hold any licenses or certification required to perform their duties. Contractor, if a foreign corporation or other entity transacting business in the State of Colorado, further certifies that it currently has obtained and shall maintain any applicable certificate of authority to do business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform this Contract shall be deemed to be a default by Contractor and grounds for termination for cause of this Contract.

B. Compliance with Law and Policies

Contractor represents that it will require compliance with the provisions of this section by all Contractor's agents and subcontractors performing Contractor's obligations under this Contract.

i. **General**

Contractor represents that it will at all times strictly adhere to, and comply with, all applicable Federal and Colorado State laws and their implementing regulations, as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of this Contract.

ii. **Information Technology Specific**

Contractor represents that it will at all times comply with all State Cyber Security Policies and all confidentiality and non-disclosure agreements, security controls, and reporting requirements. Software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States of America ("USA") or other country. Contractor represents that it will comply with all export and re-export laws and regulations, including without limitation,

- a) local license or permit requirements,
- b) export, import and customs laws and regulations (such as the export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the USA or any other country) which may apply to certain equipment, Software and technical data provided hereunder, and
- c) all applicable foreign corrupt practices acts.

C. **Legal Authority**

Contractor represents that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind Contractor to its terms. The person signing and executing this Contract on behalf of Contractor hereby represents, warrants, and guarantees that he has full authorization to do so.

D. **Tax Exempt Status**

The State represents that it is not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local governmental authority, nor for any Contractor franchise or income related tax. Taxes of any kind shall not be charged to the State. The State's FEIN # is 84-0644739 and its tax exempt # is 98-02565.

18. INSURANCE

Contractor shall obtain and maintain insurance as specified below herein at all times prior to the termination or expiration of this Contract, to wit:

A. **Worker's Compensation**

Worker's Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of their employment.

B. **General Liability**

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Contractors, products and completed operations, blanket Contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

C. **Automobile Liability**

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

D. **Additional Insured**

The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies.

E. Primacy

Coverage required of the Contract shall be primary over any insurance or self-insurance program carried by the State.

F. Cancellation

The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail.

G. Subrogation Waiver

All insurance policies in any way related to the Contract and secured and maintained by the Contractor as required herein shall include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Satisfactory Insurers

All insurance policies and coverages required hereunder shall be issued by reputable insurance companies satisfactory to the State.

I. Certificates

Contractor shall provide certificates evidencing insurance coverage required hereunder to the State within seven business days of the Effective Date or before commencement of Contractor's performance hereunder, whichever occurs first. No later than 15 days prior to the expiration date of any such coverage, Contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term hereof, the State may request in writing, and the Contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

J. Public Entity

Notwithstanding subsection A, above, if Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §CRS 24-10-101, et seq., as amended ("Act"), Contractor may at all times during the term of this Contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, Contractor shall show proof of such insurance satisfactory to the State.

19. DEFAULT-BREACH

A. Defined

In addition to any breaches or defaults specified in other sections of this Contract, including but not limited to, the Colorado Special Provisions, the failure of either Party to perform any of its obligations hereunder entirely, partially, or in satisfactory manner, including, but not limited to, performing them in a timely manner, constitutes a default or breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar legislation, by or against the Contractor, or the appointment of a receiver or similar officer for the Contractor or any of its property, and such proceedings or appointments not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a default.

B. Notice and Cure Period

In the event of a default or breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in the §21 of this Contract. If such default or breach is not cured within 30 days of receipt of written notice or cure of the default or breach has not begun within said period or has not been pursued with due diligence, the aggrieved Party may terminate this Contract by providing written notice thereof, given in the manner provided for in the §21 of this Contract, effective 15 days from the date the notice of termination was received.

20. REMEDIES

If Contractor is in default under any provision of this Contract including, but not limited to the Special Provisions, the State shall have all of the remedies listed in this section in addition to all other remedies set forth in other sections of this Contract and as available at law or in equity. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Daily Late Fees

In the event the Contractor fails to timely achieve any of the deliverables set forth in **Exhibit B**, the State, in its sole discretion, may impose a daily late fee in an amount equal to one percent (1%) of the amount payable by the State upon acceptance of the deliverable, as outlined in **Exhibit B**. The Contractor shall have five (5) business days to cure late achievement of a deliverable before such fees are imposed. Daily late fees imposed pursuant to this Paragraph shall accrue from the date set for cure until Contractor delivers the deliverable. Such late fees shall not exceed the full amount of the deliverable. To the extent that the Contractor's delay or nonperformance is excused by the State, daily late fees will not be imposed. The Contractor may request in writing and the State, in its sole discretion, may waive any fees imposed pursuant to this provision.

B. Liquidated Damages

If Contractor is given notice of delay or nonperformance and fails to cure such non-performance or delay in the time specified, in addition to any other damages that are applicable hereunder or at law or in equity, Contractor, at the option of the State, shall be liable for liquidated damages in the amount of \$1,000 per calendar day from date set for cure until either the State reasonably obtains similar performance, if the Contractor is terminated for default, or until Contractor provides performance, if Contractor is not terminated for default. If Contractor's delay or nonperformance is excused by subsection 20.C (Termination for Cause and/or Default) of this Contract, liquidated damages shall not be due to the State. The Parties agree that the damages from breach of this Contract are difficult to prove or estimate, and the amount of liquidated damages specified herein represents a reasonable estimation of damages that will be suffered by the State from late performance, including costs of additional inspection and oversight, and lost opportunity for additional efficiencies that would have attended on-time completion of performance. Assessment of liquidated damages shall not be exclusive or in any way limit remedies available to the State at law or equity for any default or breach by Contractor. The State may require Contractor to make direct payment of such liquidated damages.

C. Termination for Cause and/or Default

If Contractor fails to perform any of its obligations hereunder with such diligence as is required to ensure their completion in a timely manner and such non-performance continues following notice, the State may notify Contractor in writing of such non-performance which specifies a cure period. If Contractor thereafter fails to promptly cure such non-performance within such time, the State may, at its option, terminate this entire Contract or such part of this Contract as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Method and Content

The State shall give written notice of termination to Contractor in accordance with the notice provisions hereof specifying the effective date of termination and whether it affects all or a portion of this Contract.

ii. Obligations and Rights

To the extent specified in the termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall also terminate outstanding orders and subContracts with third parties. However, Contractor shall complete and deliver to the State all Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within the Contract terms. In the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subContracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. In the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subContracts. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Contractor under this Contract shall, at the option of the State, be delivered by Contractor to the State and shall become the State's property.

iii. **Payments**

The State shall only reimburse Contractor for accepted Services and Goods received up to the date of termination. If, after termination, it is determined that Contractor was not in default or that Contractor's action/inaction was excusable, such termination shall be treated as a termination for the public interest and the rights and obligations of the Parties shall be the same as if this Contract had been terminated for the public interest as described below herein.

iv. **Damages and Withholding**

Notwithstanding any other remedial action by the State, Contractor also shall remain liable to the State for any damages sustained by the State by virtue of any default under this section by Contractor and the State may withhold any payment to Contractor for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Contractor is determined. Further, the State may withhold amounts due to Contractor as the State deems necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods or services. Contractor shall be liable for reasonable excess costs incurred by the State in procuring from third parties replacement Services or substitute Goods as cover.

D. Early Termination for the Public Interest

The State is entering into this Contract for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and Courts. If this Contract ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Contract in whole or in part. Exercise by the State of this right shall not be deemed a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Contract by the State for cause or default by Contractor, which shall be governed by the Termination for Cause and/or Default subsection of this Remedies section.

i. **Method and Content**

The State shall give written notice of termination to Contractor in accordance with the notice provisions of §19, above, and §21, below, specifying the effective date of termination and whether it affects all or a portion of this Contract.

ii. **Obligations and Rights**

To the extent specified in the termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall also terminate outstanding orders and subContracts with third parties. However, Contractor shall complete and deliver to the State all Services and Goods not terminated by the termination notice and may incur obligations as are necessary to do so within the Contract terms. In the sole discretion of the State, Contractor shall assign to the State all of Contractor's right, title, and interest under such terminated orders or subContracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest. All finished or unfinished documents, data, studies, research, surveys, drawings, maps, models, photographs, and reports or other materials prepared by Contractor under this Contract or materials owned by the State in the possession of Contractor shall, at the option of the State, be delivered by Contractor to the State and shall become the State's property. Contractor shall complete and deliver to the State all Services and Goods not terminated by the termination notice and may incur obligations as are necessary to do so within the Contract terms.

iii. **Payments**

If this Contract is terminated by the State for the public interest, Contractor shall be paid an amount which bears the same ratio to the total compensation as the Services satisfactorily performed or the Goods satisfactorily delivered or installed bear to the total Services and Goods covered by this Contract, less payments previously made. Additionally, if the Contract is less than 60% completed, the State may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) it incurred that are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that reimbursement shall not exceed the maximum amount payable to Contractor.

E. Remedies Not Involving Termination

The State, at its sole discretion, may exercise the following remedies in addition to its other remedies, to-wit:

i. Suspend Performance

Suspend Contractor's performance pending necessary corrective action as specified by the State without entitling Contractor to adjustment in price/cost or schedule; and/or

ii. Withhold Payment

Withhold payment to the Contractor until corrections in services are satisfactorily completed and/or acceptable goods are provided; and/or

iii. Deny Payment

Deny payment for those services not performed and/or not provided and which due to circumstances caused by the Contractor cannot be performed, or if performed, would not be of value to the State; provided any denial of payment must be reasonably related to the value of work or performance lost to the State; and/or

iv. Removal

Demand removal of Contractor's employees, agents, or subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or not in the State's best interest; and/or

v. Deduction for Unsatisfactory Performance

Contractor's failure to satisfactorily perform all or part of its obligations under **Exhibit A** in a timely manner shall give the State the right to perform such obligations itself or via third-party Contractor, and deduct payment for such performance from compensation due to Contractor hereunder.

21. NO NOTICE AND REPRESENTATIVES

A. Notice

All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written or e-mail notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

B. Representatives

The individuals listed below are the principal representatives of the respective Parties. With respect to the State's representative, he has authority to inspect and reject goods and services, approve invoices for payment, and act otherwise for the State, except with respect to the execution of modifications to or termination of this Contract. For the purposes of this Contract, the official representatives and addresses of the Parties are:

i. State:

Trevor Timmons, Chief Information Officer 1700 Broadway, Suite 300 Denver, CO 80290 303-894-2200, ext. 6602; fax 303-869-4866 Trevor.timmons@sos.state.co.us
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ii. Contractor:

Kim Milburn, CFO 5975 Castle Creek Pkwy N Dr, Suite 200 Indianapolis, IN 46250 317-806-8800 kmilburn@questis.com
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22. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein constitutes a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, §CRS 24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

23. COOPERATION AND TRANSITION OF SERVICE

A. Transition Plan

In the event the State enters into agreements with other Contractors or government institutions for additional work related to the Services provided hereunder, Contractor agrees to cooperate fully with such other parties. Contractor will provide to the State a Transition Plan within 60 days after final acceptance by the State of the Campaign Finance System. The Transition Plan will detail the services to be provided and responsibilities assigned for each party for the orderly transfer of operation of the Campaign Finance System to State staff or another Contractor, and will be updated prior to execution of the Plan. The execution of the Plan is not covered under this fixed price Contract.

B. Transfer of Services

At the expiration or termination of the scope of services, Contractor will cooperate with the State to assist with the orderly transfer of services, functions and operations provided by Contractor under this Contract to the State or to another services provider selected by the State. Prior to expiration or termination of the scope of services, the State may request the Contractor to perform and, if so requested, the Contractor shall perform (except in the event of a termination due to a failure by the State to pay any amounts due and payable under this Contract when due) services in connection with migrating the work of the Contractor to the State or to another services provider selected by the State. Contractor shall provide transfer assistance services to the State, at the request of the State, for up to three (3) additional months after the effective date of expiration or termination.

C. Expenses

If Contractor will be required to incur expenses in connection with the transfer assistance services, in addition to the expenses Contractor would otherwise incur in the performance of this Contract, Contractor shall notify the State of such additional expenses prior to performing the services. Upon the State's authorization, Contractor shall perform the additional services and invoice the State for the services. The State shall pay Contractor for such additional expenses in accordance with the hourly rates in **Exhibit B**.

D. Prepaid License

If, prior to termination, Contractor has prepaid charges for a license to use any licensed program, to the extent the State has the benefit of such license and prepayment following termination, the State shall reimburse Contractor an appropriate pro-rata portion of the prepaid charges.

E. Transfer of Contracts

Upon the State's request, on mutually acceptable terms and conditions and subject to the payment by the State of any transfer fee or charge imposed by the applicable Contractors, Contractor shall transfer or assign to the State or its designee any Contracts applicable solely to services being provided to the State for maintenance, operations and other necessary third-party services (other than subcontractor services) then being used by Contractor to perform the services.

F. Termination Activity

Termination activity shall begin upon Contractor's receipt of a notice from the State of termination or the State's intention not to renew this Contract.

24. BACKUP AND DISASTER RECOVERY

Contractor shall establish and maintain safeguards, including file backups stored off-site, against theft, destruction, loss or alteration of the State's data which are no less rigorous than those maintained by the State. These safeguards shall be documented in the Security Plan and the Disaster Recovery Plan/Business Continuity Plan deliverables listed in **Exhibits A and B**. Contractor shall support the State's efforts at disaster preparedness as set forth in the Disaster Recovery Plan/Business Continuity Plan

(Plan) submitted by Contractor and approved by the State. The Plan shall support a complete and efficient transition of the Campaign Finance System operations from the host location to an alternative site designated by the State. In the event of a disaster, Contractor shall execute the Plan in a manner that facilitates the commencement of operations at the alternate site within the timeline set forth in the Plan or such other timeline agreed to by the State. The Plan shall contain, and Contractor shall execute, elements that facilitate a complete and efficient transition of Campaign Finance System operations to the original location at the conclusion of the disaster, or at the State's request.

25. MISCELLANEOUS

A. Assignment

Except as otherwise specifically provided in **Exhibit A**, Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted, without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All subcontracts/subcontractors approved by Contractor or the State shall be subject to the provisions hereof. Contractor shall be solely responsible for all subcontracting arrangements, directions, and performance, including, but not limited to, delivery of Goods and performance of Services. Contractor shall require and ensure that each subcontractor assents in writing to all the provisions hereof, including indemnifying the State as required under the Colorado Special Provisions, below herein.

B. Binding Effect

Unless otherwise provided herein, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Dispute Resolution

If the Parties are unable to resolve a dispute with respect to the performance of this Contract, such dispute shall be submitted in writing to the CDOS Chief Information Officer (CIO) and Contractor's Executive Sponsor for resolution under the dispute resolution process provided for in CRS §24-109-101 et seq. Under the dispute resolution process, if the State's CIO and Contractor's Executive Sponsor are unable to resolve the dispute to the satisfaction of both parties within ten (10) days, the dispute shall be submitted in writing to the Colorado Secretary of State (SOS) and the Contractor's Chief Executive Officer (CEO) for resolution. If the SOS and CEO are unable to resolve the dispute within 10 days, either Party may pursue any remedy available to it at law or in equity.

F. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous addition, deletion, or other amendment hereto shall not have any force or affect whatsoever, unless embodied herein.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Contract shall be held in the State of Colorado and the Parties hereby agree that venue shall be proper in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided herein, modifications of this Contract shall not be effective unless agreed to by both Parties in a written amendment to this Contract, properly executed and approved in accordance with Colorado State Law and Colorado State Controller Fiscal Rules and Policies.

ii. **By Operation of Law**

This Contract is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

I. **Order of Precedence**

The provisions of this Contract shall govern the relationship of the State and Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions;
- ii. Remaining pages of the Contract;
- iii. Exhibit A, Statement of Work;
- iv. Exhibit B, Payment and Delivery Schedule;
- v. Exhibit C, System Requirements Table;
- vi. Exhibit D, Key Personnel;
- vii. Exhibit E, Application Maintenance and Support Agreement.

J. **Severability**

Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. **Survival of Certain Contract Terms**

Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Contractor fails to perform or comply as required.

L. **Third Party Beneficiaries**

Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

M. **Waiver**

Waiver of any breach of a term, provision, or requirement of this Contract and any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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26. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Contracts except where noted in italics.

A. **1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. **2. FUND AVAILABILITY. CRS §24-30-202(5.5).**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **3. INDEMNIFICATION.**

Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract.

[Applicable Only to Intergovernmental Contracts] No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

D. **4. INDEPENDENT CONTRACTOR. 4 CCR 801-2.**

Contractor shall perform its duties hereunder as an independent Contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to unemployment insurance benefits unless Contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.

E. **5. NON-DISCRIMINATION.**

Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.

F. **6. CHOICE OF LAW.**

The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision of this Contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Contract, to the extent that this Contract is capable of execution. At all times during the performance of this Contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

G. **7. VENDOR OFFSET. CRS §24-30-202 (1) and §24-30-202.4.**

[Not Applicable to Intergovernmental Agreements]. The State Controller may withhold payment of certain debts owed to State agencies under the State's vendor offset intercept system for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et. seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation

Fund; and (e) other unpaid debts certified by the State Controller as owing to the State as a result of final agency determination or judicial action.

H. 8. SOFTWARE PIRACY PROHIBITION.

Governor's Executive Order D 002 00. No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this Contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 9. EMPLOYEE FINANCIAL INTEREST. CRS §24-18-201 and §24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract.

J. 10. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or Contract with an illegal alien to perform work under this Contract or enter into a Contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or Contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the Contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or Contracting with an illegal alien for work under this Contract, (c) shall terminate the subContract if a subcontractor does not stop employing or Contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the Contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

K. 11. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Contract.

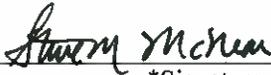
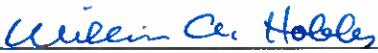
Revised May 13, 2008

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27. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

<p>CONTRACTOR: Quest Information Systems, Inc. By: Steve McNear Title: CEO/President</p> <p> _____ *Signature</p> <p>Date: <u>12/4/08</u></p>	<p>STATE OF COLORADO Bill Ritter, Jr. GOVERNOR Department of State Mike Coffman, Secretary of State</p> <p> _____ By: William A. Hobbs, Deputy Secretary of State</p> <p>Date: <u>12/5/08</u></p>
<p>(Second signature, if required by Contractor)</p> <p>By: _____ Signature</p> <p>Date: _____</p>	<p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Signature - Assistant Attorney General</p> <p>Date: _____</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: 

Date: 12/8/08

State of Colorado

Department of State



Campaign Finance Contract # 09VAA00010
Exhibit A
Statement of Work

Colorado Campaign Finance System

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Purpose

- A. This Campaign Finance Statement of Work (“SOW”) shall set forth the duties of the Contractor and the State. Duties that are the responsibility of the State will be clearly delineated; otherwise the duties are the responsibility of the Contractor. For the purposes of this SOW, the term State may refer to the Colorado Department of State (CDOS), other Colorado entities that utilize the Campaign Finance system, or any vendor utilized by CDOS other than the Contractor.
- B. This SOW defines the scope of work to be completed in successfully delivering a new Campaign Finance system to the State.
- C. This SOW defines each project deliverable, including the purpose of the deliverable, whether or not it can be updated after delivery, and deliverable content specifications.
- D. This SOW defines a process whereby the Contractor and State can re-confirm deliverable expectations prior to the deliverable being presented to the State. This process is facilitated through a Deliverable Expectation Document (DED), described later in this SOW.

Scope

- A. The scope of this project is to implement a web-based Campaign Finance system that fully complies with all applicable State laws, CDOS rules, and the technical and business requirements of the State.
- B. In general, the system will:
 - 1. Comply with all State campaign finance laws (Colorado Constitution Article XXVIII and Colorado Revised Statutes Title 1, Article 45);
 - 2. Comply with CDOS campaign finance rules (8 CCR 1505-6);
 - 3. Protect campaign finance data from unauthorized access or manipulation;
 - 4. Enable State and County election officials to administer efficient and accurate collection and reporting of campaign finance data (e.g., registration data, contributions, expenditures/spending, loans, candidate financial disclosures);
 - 5. Provide an efficient and accurate mechanism for entry of campaign finance data by State, County and Committee personnel/vendors;
 - 6. Provide an audit capability to detect campaign finance violations and administer a fair and accurate penalty notification, assessment and tracking process; and
 - 7. Provide an efficient, robust and versatile query feature for State, County, Candidate, Committee and Public access for viewing and analyzing campaign finance data.

- C. The Contractor is to configure, customize, test, implement and support a campaign finance software system that fully complies with State requirements.

Project Schedule and Location

The Contractor shall complete Deliverables and Milestones according to a State and Contractor agreed upon price and schedule that will be documented in Exhibit B - Payment and Delivery Schedule of the campaign finance contract. The Campaign Finance Contractor staff will be provided with CDOS conference rooms as needed and two temporary cubicles, with Internet capability. Campaign Finance software customization efforts will be conducted by the Contractor at its site at 5975 Castle Creek Parkway N Drive, Suite 200, Indianapolis, Indiana 46250.

Deliverable: Deliverable Expectation Document (DED)

Purpose: For all deliverables to be provided to the State under the Contract, the Contractor shall provide a Deliverable Expectation Document (DED) in advance. In conjunction, the Contractor and State will meet to discuss the DED. The State and the Contractor will have 5 working days to finalize each DED. Once a DED is reviewed and State approved, the Contractor shall then prepare and submit a draft deliverable document for State review and approval. With State approval, the Contractor will prepare the final document, which must include one (1) original and one (1) softcopy file. State shall have ten (5) working days, unless otherwise agreed upon, to review and approve each draft and final document or, if not approved, to provide a report documenting why the deliverable is not acceptable.

The Vendor shall provide its own computer hardware and software for communications and deliverable preparation during the project engagement. Microsoft Office and Microsoft Project shall be used to generate deliverables, unless otherwise agreed to by the CDOS.

Updated: Conditional. A deliverable DED will be updated by the Contractor if the State, following review, requires changes.

Specification: This deliverable will consist of but is not limited to:

- a. Deliverable title
- b. Deliverable due date
- c. Deliverable purpose
- d. Deliverable successor and predecessor deliverables
- e. DED review meeting date
- f. DED review meeting attendees

- g. State resources required for State approval
- h. Estimated deliverable completion date
- i. Matrix of specific deliverable content
 - i. Deliverable section number
 - ii. Deliverable section description
 - iii. Deliverable section description update
 - iv. Deliverable section status comments

Track 1: Project Management

Deliverable: Project Plan

Purpose: The Project Plan is the plan created within the first 30 days of the project and is the overall guiding document for the project. It outlines the project's objectives, parties involved in project planning and execution, the overall timeframe for the project, and the delivery strategy for the project. The Project Plan contains individual sub-plans that address key aspects of the project, as outlined below.

Updated: Yes. The Project Schedule deliverable will be updated at a minimum of monthly or more frequently if appropriate to address changes to the project. Issue and Risk Tracking matrices will be updated as modifications and additions occur.

Specification: This deliverable will consist of but is not limited to:

- a. **Project Schedule** - The Project Schedule must be maintained in a version of Microsoft Project (as coordinated with the State). The Project Schedule must include separate tasks for each activity and milestone; logical sequence and interdependencies, including those with State and Contractor tasks; resource requirements and assignments; target completion dates for each task and deliverable; and identification of and compliance with deadlines and milestones.

It must contain the following columns at a minimum:

- i. Task ID
 - ii. Task Name
 - iii. Duration/Work Effort
 - iv. Assigned Contractor and State resources
 - v. Estimate to Complete Percent
 - vi. Planned and Actual Start Date
 - vii. Planned and Actual End Date
- b. **Project Measurement Plan** - The Project Measurement Plan outlines the project metrics the Contractor will use in reporting and making informed decisions to promote quality, productivity, and process improvement. The Contractor will provide the project metrics and tools to the project team in documentation or presentation format. The Measurement Plan helps ensure the defined project metrics are aligned to business and program objectives and the project metrics are implemented in an organized and planned approach.

Elements include:

- i. The roles and responsibilities of the Contractor and State team members

- ii. Plan and process dependencies
 - iii. Project quality and process performance objectives
 - iv. A description of the project metrics selection
 - v. A detailed description of the metrics to be collected and the process that will be used to collect project and performance metrics. Metrics shall include project progress relative to budget/time/resources expended/projected.
 - vi. A description of any training required to implement the metrics
 - vii. Project status PowerPoint presentation by tracks
- c. **Change Control Plan** - The Change Control Plan addresses the Change Request (CR) Management Process. An example of a CR is a defect that is recorded as a discrepancy found between actual and expected test results. A CR can also be a request for changes to the existing baseline of the system. A CR needs to be authorized since it may involve baseline changes to scope, cost, schedule, resources, acceptance criteria, method of delivery, documentation, or quality.

Any major changes or any additions/deletions to the RFP requirements that surface in the requirements clarification and verification sessions (a.k.a. Joint Application Design or JAD sessions) for gap analysis (determining the difference between CDOS requirements and the Vendor application capabilities) will be handled through the change control process and tracked using an industry standard tool that is accessible by both the State and Contractor. Clarifications to the requirements identified in the RFP are not considered major and are not subject to a change request.

Once the baseline requirements are established from the GAP Analysis process, any further changes to the requirements or scope will be considered a Change and worked through Change Requests. All Change Requests shall be documented regardless of whether they are initiated by the Contractor or by the State. A graded approach decision process for handling a CR will be established. All changes to the system must be reflected in the documentation. All change tracking documents shall be retained, including those that the State does not approve. The change shall be initiated by a request that provides details of the change. The change request shall include time and dollar estimates prepared by the Contractor. A Campaign Finance Change Control Board comprised of State stakeholders must evaluate all change requests for approval or disapproval. The Change Control Board will set the priority of the CR. If the Change Control Board cannot reach consensus, the Campaign Finance Steering Committee has final authority.

Elements include:

- i. A description of the change control process and its purpose
- ii. The creation of a “graded approach” system for ranking/prioritizing changes

- iii. The roles and responsibilities of the Contractor and State team members affected by the Change Control Plan
- iv. A description of the processes and tasks required for the Change Control process including a process flow chart and corresponding text (purpose, description, input, outputs and agents)
- v. A description of the criteria to be met for resolution or closure of a defect / bug or CR

The Contractor must design a change request form that includes:

- i. A description of the change
- ii. Control Numbering
- iii. Priority
- iv. Date Submitted
- v. Date Completed
- vi. Proposed cost of the change (positive or negative amount)
- vii. Estimated impact on the project schedule
- viii. Impact on application if change is made
- ix. Impact on application if change is not made
- x. Approval line for Contractor Project Manager
- xi. Approval line for CDOS Project Manager
- xii. Approval line for CDOS Special Projects Coordinator
- xiii. Approval line for CDOS CIO

- d. **Configuration Management Plan** - The Configuration Management Plan establishes a sound configuration management approach that maintains the integrity of the Campaign Finance project's hardware, software, requirements and documentation. It provides traceability for changes incorporated.

Elements include:

- i. A description of the purpose and objectives of the Configuration Management Plan
- ii. The roles and responsibilities of the Contractor and State team members affected by the Configuration Management Plan
- iii. A detailed definition of Configuration Items (CI) and the processes used for varying types of CIs
- iv. Baseline and library management of CIs
- v. A description of requirements will be tied to CIs and managed throughout the project
- vi. A description of the configuration audit process
- vii. A description of the Configuration Management Reporting process and requirements
- viii. A description of the migration process of CIs from environments
- ix. A list of the milestones used to gauge progress of the configuration effort
- x. A list of any tools used to manage CIs and requirements
- xi. A description of any metrics used to monitor the progress of configuration management

- xii. A description of the recovery and backup procedures surrounding the CIs
- e. **Risk Management Plan** - The Risk Management Plan describes the process of recording, tracking, and mitigating risks that may result in issues that affect the Campaign Finance project. Risks are situations that could occur and, if they do, would have an impact on the project.

The Contractor shall parallel its Risk Management Plan after the State Campaign Finance project manager's plan which is based on the PMI (PMBOK) industry standard. This is necessary to allow comparison of risks across each of the project oversight areas. The Probability and Impact levels shall match the Campaign Finance PM scales.

The Contractor shall proactively identify risks to the project, make recommendations to prevent and/or reduce risks, identify causes of any missed deadlines, and monitor status of corrective actions / risk intervention strategies.

The Contractor will work with the State to perform quarterly external environmental scans to determine how changes in the external environment may impact the project. These changes may include, but are not limited to, changes in regulations, laws, and budgets. The Contractor may also bring additional information as gathered from other projects/states to the attention of the State and provide support to implement any project changes if needed as a result of such information.

Elements include:

- i. A description of the objectives of the Risk Management Plan
- ii. A list of the roles and responsibilities associated with implementing the Risk Management Plan
- iii. A list of the project stakeholders
- iv. A list of the plan and / or process dependencies
- v. A detailed description of the Risk Management process including identifying, tracking and mitigating risks
- vi. A description of the project metrics applied to Risk Management
- vii. A risk tracking matrix in Microsoft Excel containing:
 - 1. Risk Area
 - 2. Risk Impact (high, medium, low)
 - 3. Risk Probability (high, medium, low)
 - 4. Risk Realized (yes, no)
 - 5. Mitigation Strategy
 - 6. Actions Taken
 - 7. Mitigation Status (on schedule, behind schedule, complete)
 - 8. Risk Owner

- f. **Issue Management Plan** - The Issue Management Plan describes the process of recording, tracking and resolving issues that are impacting the project. Issues are problems that involve a choice between two or more alternatives for a decision critical to meeting the project schedule.

The Contractor shall be responsible for early identification, tracking, managing and communication of problems and issues associated with execution of the project. The primary areas of ongoing focus shall include, but not be limited to: adherence to schedule (time) and reasonableness of staffing assumptions (people).

Elements include:

- i. A description of the objectives of the Issue Management Plan
 - ii. A list of the roles and responsibilities associated with implementing the Issue Management Plan
 - iii. A description of the criteria needed to identify an Issue
 - iv. A description of the process for identifying, tracking and communicating status on Issues
 - v. A description of the criteria needed to resolve an Issue
 - vi. An Issue tracking matrix in Microsoft Excel or Word containing:
 1. Issue Area
 2. Issue Impact
 3. Resolution
 4. Deliverable(s) Affected
 5. Actions Taken
 6. Status (on schedule, behind schedule, complete)
 7. Date of Issue
 8. Target Date for Resolution
 9. Date of Resolution
 10. Issue Owner
 11. Individual(s) responsible for resolution
- g. **Quality Management Plan** - The Quality Management Plan explains the activities the Campaign Finance project team will perform to help ensure that quality is built into project tasks.

Elements include:

- i. A description of the purpose of the Quality Plan
- ii. A description of roles and responsibilities of the team members implementing the Quality Management Plan
- iii. A list of the plan stakeholders
- iv. A list of plan and / or process dependencies
- v. A description of the verification process, including monitoring, control and communication of status and issues
- vi. A description of the process for validating quality efforts and the acceptance criteria. State and Contractor will mutually agree early in the project to the criteria for setting defect levels.

- vii. A detailed description of the quality review process
 - viii. A description of the process of performing quality reviews and gauging project team members satisfaction and performance
 - ix. A description of the milestones to be reached during implementation of the Quality Management Plan. This will be related back to the Statement of Work, Contract and Payment Schedule.
 - x. A description of quality metrics used to monitor the Quality Management Plan and assess State satisfaction
 - xi. A reference to, or the inclusion of, Contractor's COTS Software Quality Assurance Plan (SQAP)
- h. **Staffing Plan** - The Staffing Plan describes the roles and responsibilities of each Contractor and State team position in the Campaign Finance Project Organization chart as well as the planned hours per month for each Contractor team resource.

The plan must state that the Vendor's Project Manager shall be available by telephone during Mountain Time business hours and respond to a CDOS inquiry within one business day.

Elements include:

- i. A list of Contractor team members and their titles
- ii. A list of State team members and their titles
- iii. A description of the Contractor team member's role and responsibilities on the Campaign Finance project
- iv. A description of the State team member's role and responsibilities on the Campaign Finance project.
- v. A table in Microsoft Excel with expected hours per month per Contractor resource for project duration. The table should also identify start and end dates for each Contractor resource

The success of the Project Plan creation effort is a key indicator of overall project success. The State, per contract Section 24 and in its sole discretion, reserves the right to terminate the contract if an approved Project Plan is not created in a timely manner.

Deliverable: Status Reports

Purpose: The Contractor shall prepare project status reports that summarize key information related to the status and health of the project. Status reports will be tactical in nature. Status reporting meetings will be held weekly unless otherwise changed by the State Campaign Finance PM.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Executive summary on technical, business, and schedule aspects
- b. Progress (actual vs. planned)
- c. Accomplishments
- d. Schedules
- e. Risks
- f. Issues and concerns
- g. Staffing
- h. Outside influences
- i. Snapshot of the established project metrics
- j. Change Requests
- k. Defects / Bugs
- l. Current release and planned release schedule.
- m. Weekly Meetings – The Contractor shall review project milestones and deliverables with State project manager and other interested State persons and report both positive features of the work completed as well as areas of technical or business risk
- n. Monthly Meetings – The Contractor project management team will meet monthly with the State team to review progress and discuss the next reporting period’s strategy
- o. Quarterly Meetings – The Contractor project management and leadership team will meet quarterly with the State team to review progress

Deliverable: Project Website

Purpose: The Contractor shall provide and maintain a project website for internal and external stakeholders.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: The website must have individual logins for each stakeholder. The information visible to each user must be definable by the site administrator. Roles and access levels will be assigned by the State.

This web site will consist of but is not limited to:

- a. Up-to-date project information and status
- b. Contact List
- c. Calendar (Internal / External)
- d. Project Metrics
- e. Issues
- f. Risks
- g. Project Documents (Plans, Schedules)
- h. Links to other pertinent site(s)

- i. Frequently Asked Questions and Answers
- j. PM Status Reports
- k. Quality Assurance and Testing artifacts
- l. File repository
- m. Reports
- n. Conversion information

Deliverable: Test Strategy Plan

Purpose: This deliverable includes an overview of the objectives of each testing phase (e.g., unit/module, network/communication, performance, load, full integration, user acceptance, system and security), the processes employed to control the test effort, test scenarios, scripts, conditions as well as resources, schedule, tools, and environments.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. An overview of the objectives of each test phase
- b. Verification and validation techniques
- c. A description of the processes employed to control the test effort
- d. A list of roles and responsibilities for Campaign Finance team members
- e. A high level test schedule
- f. A list of the testing tools employed
- g. A description of the testing environments
- h. Installation and performance test plans that include:
 - i. Load and stress testing of the production hardware
 - ii. Testing of the network linking all system components
 - iii. Testing of the security established for the system
 - iv. Testing of the recovery procedures established for the system
 - v. Testing of the system response time for various common user activities
- i. A user verification testing plan that includes:
 - i. An outline of the State's UAT plan
 - ii. Description of Contractor's quality assurance, configuration management and version control
 - iii. Functions developed to validate data conversion with evidence of approval from State
 - iv. Proposed system test plans including test cases and business scenarios developed with input from State

Deliverable: System Test Plan

Purpose: To document the processes and tasks necessary to complete System and performance/security testing. The Contractor shall provide a framework for performing repeatable verification testing.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. The most recent version of the System Test Plan, updated with any changes to the approach identified after execution of the previous version, if necessary
- b. System test scripts, script inventory, schedule and expected results
- c. Performance and security test scripts, script inventory, schedule and expected results
- d. The application requirements deliverable to include mapping of requirements to System Test Scripts
- e. Regression Test plan for impacted functionality

Deliverable: User Acceptance Test Plan

Purpose: To document the processes and tasks necessary to complete the User Acceptance Test (UAT) Process.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A description of Contractor's involvement as required by the State
- b. Contractor's Help Desk personnel support process
- c. Contractor's programming staff support process to ensure quick turnaround on issues
- d. Contractor's data load and re-load support process
- e. Contractor's server and peripheral support process
- f. A description of State's involvement in UAT
- g. UAT test scenarios and scripts created by State with support from Contractor

Deliverable: Organizational Change Management Plan

Purpose: The Organizational Change Management Plan defines changes in job functions, employee workloads and business processes. The Campaign Finance project does not require change across the entire organization; however, changes impacting campaign finance stakeholders shall be managed and efficiently implemented by following this plan.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. List and description of stakeholders
- b. Corresponding communication strategies for each stakeholder group
- c. The key messages each stakeholder group should receive
- d. The communication development, review, and delivery process
- e. The targets, timelines and methods for delivering the messages
- f. A reference to training activities necessary to facilitate change
- g. Modified job descriptions to address process changes
- h. Primary roles and responsibilities of Contractor and State Campaign Finance team members having Change Management responsibilities. Primary work activities will be completed by State Campaign Finance team members with support by Contractor staff. Contractor will incorporate aspects of this plan in the training content.

Deliverable: Training Plan

Purpose: The Training Plan deliverable includes the approach, preliminary schedule, and training design for training State, County, Candidate and Committee users and providing onsite support during the testing phases and the Implementation Rollout.

The Contractor will provide training to CDOS technical personnel for application software and database structure knowledge to facilitate CDOS creation of ad-hoc queries.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A description of the training approach and the responsibilities of Campaign Finance project team members. This section details the Contractor's training approach and provides a bulleted summary of both Contractor and State staff responsibilities
- b. A preliminary listing and description of delivered training topics and modules with an indicator showing the training modules to be updated for Colorado by type of application functionality
- c. For the modules to be customized from the base application, a preliminary list outlining the changes to be made to the training curriculum by type of application functionality
- d. A definition of the training scope, audience, objectives, approach, and development timelines, which maps Campaign Finance functions to business processes. The training audience is broken into three areas: State, County and Candidates/Committees
- e. A preliminary training and onsite support schedule for target audiences based on the logical sequence of how the content should be delivered, availability of the participants and deployment timing, and training locations
- f. Training Materials will be specific to Colorado
- g. Training will be provided in four (4) regions of the State

Deliverable: System Acceptance Criteria

Purpose: The System Acceptance Criteria deliverable will document the specific and measurable criteria to be evaluated for system acceptance purposes, after the Campaign Finance implementation. State will use this deliverable after the Campaign Finance Implementation Rollout as a checklist to determine if the system shall be accepted.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Description of the process that will be performed once the system has been implemented to determine acceptance, including dates and names of Contractor and State staff who will participate in the process
- b. A list of the specific criteria needed to be met by the Campaign Finance project after implementation for State to accept the system including:
 - i. System Quality Level (defects / bugs)
 - ii. Training
 - iii. Help Desk
 - iv. Documentation
 - v. Security Testing
 - vi. Disaster recovery test

- vii. Submission of a project report for acceptance

Deliverable: Security Plan

Purpose: The Security Plan provides guidance to the project team to make sure application security will be addressed throughout the project's entire lifecycle, including a complete description of how Colorado data will be protected while in the hands of the Contractor.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Threat security model
- b. Token administration and implementation
- c. A high-level description of six (6) main layers of security, including:
 - i. Physical Security
 - ii. Network Security
 - iii. Application Security
 - iv. Data Security
 - v. Perimeter Security
 - vi. Host Security

Note: The focus shall be on the intended purposes of each layer and will describe the components to be deployed and documented in the Campaign Finance Installation and Configuration guide.

- d. A description of security risks, concerns and mitigation strategies. This section will be a "point in time" list or table of security risks
- e. Roles and responsibilities for Contractor and State staff throughout the project life cycle related to security. This section will be a table listing the security roles and responsibilities to support security as described in this deliverable throughout the project life cycle. The columns included in the table will be roles (e.g., Database Administrator, System Administrator) and corresponding responsibilities
- f. A list of tools used to apply and maintain the security architecture. This section will be a table listing security tools or services used in the Campaign Finance solution. The table will list the name of the tool, a description of the tool and a description of how it is used in Campaign Finance
- g. A list of Campaign Finance User Profiles required during population of Campaign Finance application security profiles. This section will be a table listing the user roles and the relevant security attributes required for each role
- h. A description of the security measures that will be used when the Colorado legacy data is being used. This should include the security on the servers used for development and quality assurance that may be housed in the Contractor's company location

- i. A description of how the Contractor will guarantee the independence of the State operations from other customers within the development servers
- j. The plan should address the following items at a high-level
 - i. Encrypted communication
 - ii. User authentication
 - iii. Transaction logging
 - iv. Secure clients
 - v. Server firewalls
 - vi. Intrusion detection and reporting
 - vii. Intrusion isolation, detection and recovery
 - viii. Password management and automatic expiration
 - ix. Documented policies
 - x. Network and security diagram
 - xi. Physical security
 - xii. Role-based security at all levels
 - xiii. Any additional security measures needed

Track 2: Software Customization

Deliverable: COTS Campaign Finance Application Software

Purpose: The core software is required early in the project to facilitate JAD sessions, testing script development and end user training.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. The Contractor shall install the executable code for the core COTS application software prior to Colorado specific modifications. The COTS code and all other software necessary for execution will be installed on the Colorado Campaign Finance Test server (provided by Quest in Quest's data center)
- b. The Contractor will provide a CD containing the compiled and source Campaign Finance software
- c. Once the CDOS hosting center is built, the Contractor will load the most current version of the executable code and source code onto the CDOS hosting center hardware.

Deliverable: Application Requirements

Purpose: This document captures the Campaign Finance requirements and is created in table form in Microsoft Excel or Word. Once State approved, this deliverable drives the design, testing, and implementation of the customized State campaign finance system. The initial version of the Campaign Finance application requirements will be the Technical and Business Requirements Matrices provided in RFP # CDOS-CF-08-01 with any modifications made as a result of Contractor's proposal and contract negotiations between the State and Contractor.

Updated: Yes. This deliverable will be updated with State approval when changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Technical and Business Requirements Matrices that contain the following information:
 - i. Requirement Number
 - ii. Requirement Description
 - iii. Requirement Clarification
 - iv. Priority (Low, Medium, High)
 - v. Type (Mandatory, Optional)

- vi. Status (Deleted, Pending, Approved)
- vii. Status Date
- viii. Status Comments
- ix. Source
- x. Application Reference
- xi. Test Script Reference
- b. A listing of additional requirements identified during JAD sessions or analysis and review, with a corresponding description of how new requirements will/will not be addressed
- c. All Colorado requirements documented in a mutually agreed upon software tool

Deliverable: Detail Design for Colorado Customizations

Purpose: The Detail Design deliverable contains design details needed by the development team for custom developed processes, screens and reports unique to Colorado. The configuration settings for the Campaign Finance application to support Colorado requirements shall also be included with the designs. The Contractor will conduct Joint Application Development (JAD) sessions with State selected campaign finance stakeholders.

Updated: Yes. This deliverable will be updated with State approval when changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. An inventory of the designs to be included in this deliverable
- b. Application process Detail Designs
- c. Screen Detail Designs (Colorado specific)
 - i. Name and description of the screen
 - ii. Interface layout, including field format, field length, field description, and validation logic
 - iii. Logic description
 - iv. Issues and assumptions
 - v. Business Test conditions
- d. Report Detail Designs (Colorado specific)
 - i. Name and description of the report
 - ii. Report layout, including field format, field length, and field description
 - iii. Logic description
 - iv. Issues and Assumptions
 - v. Business Test conditions
- e. Campaign Finance Configuration items (e.g. code tables, security setup, etc.)
- f. Application Requirements deliverable to include mapping of custom developed report and screen requirements to designs included with this deliverable

Deliverable: Configured Software

Purpose: The configured customized Campaign Finance software and custom developed screens and reports are unit and integration tested. This deliverable signifies the completion of unit and integration testing activities. The Contractor will demonstrate that requirements gathered during JAD sessions are integrated into the software design. This deliverable will occur with each of the three software builds as part of the iterative approach defined in the project plan.

Updated: Conditional. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. The Contractor shall configure and provide the software customized to meet the requirements identified, as approved by State
- b. The Contractor shall install the configured software on the Test server
- c. The Contractor will provide a CD with the source code and compiled Campaign Finance software
- d. An inventory of the custom developed screens and reports
- e. Documentation that the configured Campaign Finance software and custom developed screens and reports were successfully unit and integration tested

Deliverable: System Test Results

Purpose: The System Test deliverable documents the results of the Campaign Finance system test.

Updated: No. However, the System Test may need to be repeated multiple times depending on the volume and severity of discrepancies, as defined in the System Test Plan.

Specification: This deliverable will consist of but is not limited to:

- a. A listing of the system test cycles executed and current status including:
 - i. A description of testing environment
 - ii. Test case and scope description
 - iii. Expected results
 - iv. Actual results
 - v. Identified testers
 - vi. Conclusions as to modifications needed
 - vii. Completed modifications with evidence the necessary test scripts were retested with expected results

- b. A listing of the defect or bugs generated during system test, the resolution date, and resolution description
- c. Outstanding issues and a resolution plan

Deliverable: Training Materials

Purpose: The Training Materials deliverable consists of application training curriculum and materials to support user training on all aspects of the configured campaign finance system.

Updated: Yes. This deliverable will be updated with State approval when changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. An inventory of training curriculum and materials
- b. Campaign Finance training materials
- c. Identification of Contractor's training instructors

Deliverable: Regression and System Test / Production Build

Purpose: The Regression and System Test deliverable documents the results of the Campaign Finance testing for new functionality and is used to deliver the production build.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A listing of the regression tests executed and current status
- b. A listing of the system test cycles executed and current status
- c. A listing of the defects / bugs generated during system test, the resolution date, and resolution description
- d. Outstanding issues and a resolution plan

Deliverable: Documentation

Purpose: The Contractor shall submit detailed design documents inclusive of all modifications and the Contractor shall create and submit user documents.

The Contractor is responsible for timely (ten (10) business days following State review and approval) upgrades of the existing documentation, so that documentation reflects all approved changes. As modifications are made

that affect the original documentation (e.g., requirements, process decomposition, business rules, data flow, manuals), that documentation shall be upgraded to reflect what has actually been delivered.

Documentation must be provided for the users that will explain how the application works. This documentation must be written in layman terms and clearly explain how to use all Campaign Finance application functionality. The documentation must explain those variables that can be updated by the users.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Detailed Design Documents
 - i. A data model consistent with latest changes including all data elements, logical relationship and a data model diagram.
 - ii. A definition of system modules including a diagram showing the design of the system and all interfaces
 - iii. A description of the application development environment to include the procedures used to build the executable application from source code
- b. User Documents
 - i. User Guides
 - ii. Quick Reference Guides
 - iii. Training Guides
 - iv. Trouble-shooting Documentation
 - v. On-line help
 - vi. Data Mapping and Translation
 - vii. Lessons Learned
 - viii. Other documentation as required

Track 3: Data Migration

The Contractor has primary responsibility for all aspects of the legacy data conversion and migration. State personnel are available to provide assistance in data interpretation, data verification, access to extract data and participate in testing and evaluation of the results. The Contractor will provide all reports, documentation, and information needed for verification and will migrate the converted data to the new Campaign Finance application for verification. State personnel will provide an extract of all legacy data for conversion in a industry-standard format.

The legacy Campaign Finance data is stored at the CDOS in two systems. Data other than document images are stored in a campaign finance Informix database (refer to Section 3 – Current Environment of the RFP). Document images are stored in a separate application called DocTrack, also in Informix database tables. The Contractor should assume that multiple images exist for each candidate and committee.

The Contractor is responsible for identifying data anomalies that require “data cleansing” activities, both automated and manual. The Contractor will assist users with the needed manual “data cleansing” activities. These “cleansing” activities will ensure that all data is ready for conversion and processing.

The State will be the sole owner of the data that resides in the Campaign Finance application system. No technical characteristic of the system supplied by the Contractor shall prohibit or unreasonably inhibit access to all data in all tables and files in the system provided to the State pursuant to this Statement of Work. It is the intent of the State to be able to query the Campaign Finance database to create one-time or ongoing reports that may be desired subsequent to system implementation.

Deliverable: Data Migration Plan

Purpose: The Data Migration Plan outlines the approach and preliminary schedule for converting data from the State’s legacy Campaign Finance system to the Contractor’s Campaign Finance system.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A description of the conversion approach and the responsibilities of Contractor and State team members
- b. A description of the conversion schedule, including the timeline for test conversions
- c. A description of the pre-conversion tasks

- d. A description of the process of extracting, cleansing, and loading the data and the roles and responsibilities of the Contractor and State team members during this process
- e. A description of when the application product will be used to review the data
- f. A description of known issues and challenges that should be resolved prior to test conversion
- g. A contingency plan itemizing the risks and mitigation strategies specifically related to conversion activities
- h. A plan for handling ongoing legacy system data entry and any necessity to freeze data entry for a period of time prior to production implementation of the new system
- i. A records retention plan for the reports and artifacts created during the conversion process

Deliverable: Data Migration Detail Design

Purpose: The Data Migration Detail Design illustrates how the data from the legacy systems are extracted, converted, and validated. This plan shall include information regarding the synchronizing of data to ensure there is no lost data as the system is phased in.

The Contractor must provide programs for converting the existing data to the new system. These conversion programs must be unit and system tested by the Contractor prior to having conversion results provided to the State for review.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A description of the conversion process including roles and responsibilities of Campaign Finance team members (updated from the Data Migration Plan)
- b. An approved list of data mappings with source data to target data specifications, including default values, translation rules and calculations to be applied
 - i. The translation document needs to be in a form that can be used during training and implementation phases as a bridge for users
 - ii. Translations must account for codes and or data fields
- c. A description of validation tests and techniques
- d. A description of validation reports to be produced by the Contractor during conversion
- e. Defined processes for preserving manually entered, newly required data during multiple Data Migration executions
- f. Instructions on how and when to execute the Data Migration process and the validation tasks

Deliverable: Data Migration for System Test Results

Purpose: The Data Migration process moves the legacy Campaign Finance data into the new Campaign Finance system database (test environment). The results will include the various validation reports defined in the Data Migration Detail Design deliverable and a data populated database in the new system.

Updated: Yes. This Data Migration execution will occur more than once, depending upon the frequency and impact of application customization and the occurrence of data conversion errors

Specification: This deliverable will consist of but is not limited to:

- a. Reports and queries generated from the new system showing:
 - i. Contents of all Reference Tables
 - ii. Candidate lists
 - iii. Committee lists
 - iv. Contribution summaries
 - v. Expenditure/Spending summaries
 - vi. Loan lists
 - vii. Other reports as defined in the Data Migration Detail Design deliverable
- b. An updated list of prioritized conversion issues that must be resolved prior to statewide deployment
- c. Data / images available in the new Colorado Campaign Finance application software that is viewable, where applicable, by testing personnel

Deliverable: Data Migration for User Acceptance Test Results

Purpose: The Data Migration for UAT is the final test and evaluation of converted data prior to the production Implementation Rollout. Data will be loaded into the new application by the Contractor and verified by the State by reviewing reports and the production-ready version of the application.

Updated: No, unless an unexpected and unacceptable volume of discrepancies appear.

Specification: This deliverable will consist of but is not limited to:

- a. A report of any identified conversion issues discovered during the Data Migration UAT
- b. A recommended approach to clearing any discrepancies and identification of the responsible party. Examples of the approach might be default values or manual data cleanup
- c. A list of prioritized issues that must be resolved prior to Implementation Rollout

Deliverable: Data Migration to Production Environment

Purpose: Collect data and images from the legacy application and any manually prepared conversion data and migrate it to the production campaign finance environment.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Final conversion reports as defined in the Data Migration Detail Design
- b. All specified data and images migrated from the legacy system to the new production application database
- c. A signoff by Contractor and State that migrated campaign finance data is ready and available to be used by the new production application

Track 4: Data Centers

Deliverable: Data Centers GAP Analysis

Purpose: The GAP Analysis document measures the proposed hosting data center site against the Contractor's data center requirements.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A GAP analysis of the proposed hosting data center in the area of infrastructure and security against the Contractor and industry standards
- b. Documented cost of upgrades
- c. Positive features of the hosting data center

Deliverable: Technical Architecture Design

Purpose: The Technical Architecture Design describes the physical implementation of the environment/infrastructure in which the Campaign Finance application will execute. This information feeds into the Hardware Procurement Plan & Inventory and Software Inventory deliverables. The design must reflect environments for Production, Development, Test and Training.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A diagram reflecting the physical connectivity of the Campaign Finance central servers and internet/network components
- b. A diagram reflecting the software installed on each component of the Campaign Finance servers
- c. Hardware security design specification
- d. Software security design specification
- e. System and data backup design
- f. A process for storing backup tapes at an off-site location approved by State
- g. Environmental requirements specification and analysis
- h. Demonstrate that the architecture meets the State's Office of Information Technology (OIT) standards

Deliverable: Hardware Procurement Plan & Inventory

Purpose: This deliverable details the hardware components, specifications and plan for purchasing the components. This document allows the technical architecture team to manage and to track the procurement process for hardware and make sure the correct hardware is ordered, received, verified, and invoiced for the project team.

The Vendor may procure the hardware; however, the CDOS reserves the right to procure hardware independent of the Vendor if it is in the best interest of the CDOS. If the Vendor purchases the hardware, the Vendor will be reimbursed by the State based upon the Payment and Delivery Schedule exhibit to the contract.

Updated: Yes. This deliverable will be updated with State approval if changes occur. For example, this deliverable will be updated as each component is ordered and received to keep the status of purchased Campaign Finance components up-to-date.

Specification: This deliverable will consist of but is not limited to:

- a. The Contractor shall either procure the hardware for the system or provide a complete order for the State to procure consistent with the deliverables as accepted by the State
- b. A description of the hardware procurement process
- c. Primary contact information for the Contractor, State and hardware vendors
- d. A list in Microsoft Excel of hardware items, their associated price, expected delivery date, and actual delivery date. This will be an Excel workbook with multiple columns and sheets defining and summarizing details supporting the hardware procurement process
- e. A complete list of all hardware components including purchase cost and life expectancy timeline. This will be a sheet inside the Excel workbook
- f. All related documentation provided by manufacturer. The Contractor will box and deliver all materials received from the manufacturer
- g. All related warranty and maintenance documentation. The Contractor will box and deliver all materials received from the manufacturer

Deliverable: Software Procurement Plan and Inventory

Purpose: This deliverable details the software components, specifications and plan for purchasing the components. This document allows the technical architecture team to manage and to track the procurement process for software and make sure the correct software is ordered, received, verified, and invoiced for the project team.

The Contractor must monitor technical change such as new versions of the Campaign Finance application software, error detection and corrections, and movement of modules into the production Campaign Finance application environment. The Contractor shall notify State of any issues resulting from this activity.

The Vendor may procure necessary system software; however, the CDOS reserves the right to procure system software independent of the Vendor if it is in the best interest of the CDOS. If the Vendor purchases the system software, the Vendor will be reimbursed by the State based upon the Payment and Delivery Schedule exhibit to the contract.

Updated: Yes. This deliverable will be updated with State approval if changes occur. For example, this deliverable will be updated as each component is ordered and received to keep the status of purchased Campaign Finance components up-to-date.

Specification: This deliverable will consist of but is not limited to:

- a. A description of the software procurement process
- b. Primary contact information for State, Contractor and software vendors
- c. A list in Microsoft Excel of software items and components, their associated price, expected delivery date, and actual delivery date. This will be an Excel workbook with multiple columns and sheets defining and summarizing details supporting the Software procurement process
- d. All related documentation provided by manufacturer. The Contractor will box and deliver all materials received from the manufacturer
- e. All related warranty and maintenance documentation. The Contractor will box and deliver all materials received from the manufacturer
- f. Software that is not less than one version behind the current release at the time of purchase
- g. Software licenses with the CDOS listed as owner
- h. Evidence in writing of State approval of the purchase prior to making the purchase

Deliverable: Hardware Installation

Purpose: Complete the installation and configuration of the data centers. The task includes developing all needed documentation of the configuration of the equipment including the hardware itemized lists for configuration and inventory management purposes.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Installing all hardware and third party software needed to make the data centers operate as described in deliverables
- b. The Contractor shall install, setup, load software and validate the operation of the hardware and software environments that will ultimately support the entire application. The Contractor must include the installation, setup, and operational validation tasks as part of the overall schedule.
- c. The Contractor may choose to install a configuration sufficient to accomplish any step or steps of the above but must test the total system on the final configuration
- d. Develop documentation of the configuration of the equipment, including hardware, itemized lists for configuration and inventory management purposes
- e. Testing the total system including application functions and all interface elements, backup and restore capabilities, security, and those measures designed to support availability requirements that are available to be tested at the time
- f. Documented walkthrough of the datacenter.
- g. Checklists from the hardware and software plans
- h. Documentation of discrepancies
- i. The Contractor will provide State a copy of all purchase orders for hardware and third-party software

Deliverable: Performance & Security Test Results

Purpose: This deliverable includes information specific to performance and security testing. The tests should test at minimum the following areas: system security, internet/network, fail over testing and load/stress testing.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A listing of the performance and security test cycles executed and current status
- b. A listing of the defects / bugs generated during performance and security test, the resolution date, and resolution description
- c. Outstanding issues and a resolution plan
- d. Independent security testing including white hat attacks.

Deliverable: Disaster Recovery / Business Continuity Plan

Purpose: The primary objective of the Disaster Recovery / Business Continuity Plan is to document the steps to enable an organization to survive a disaster and to reestablish normal business operations for the Campaign Finance application. This plan will be an extension of the State Disaster Recovery Plan and contains the information to address the situation where Campaign Finance hardware/software has become unavailable. The CDOS will support the Contractor with State Disaster Recovery and Business Continuity standards.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A high-level approach for restoring data from a backup tape. The Contractor will store backup tapes in a mutually agreed to process and off-site location
- b. A high-level approach for restoring data
- c. High-level overview of server and network equipment configuration instructions
- d. High-level overview of steps to restore the Campaign Finance software configuration with Colorado-specific configuration settings and data
- e. Primary contact information for State, Contractor, and hardware and software vendors
- f. Description of disaster recovery support to be included in the Contractor annual Operations Support contract. This section will be a table listing the roles, responsibilities and estimated time required for the State staff
- g. Description of restoration specifications of all individual components, servers and network devices in proposed system
- h. Planned frequency of the disaster recovery test
- i. Document protection provided in hot environment

Deliverable: Disaster Recovery / Business Continuity Test Results

Purpose: To demonstrate and document the adequacy of the Disaster Recovery / Business Continuity Plan by testing and recording the test results.

Updated: No, unless an unexpected and unacceptable volume of discrepancies appear resulting in the need to repeat the test.

Specification: This deliverable will consist of but is not limited to:

- d. A report showing results of testing each of the Disaster Recovery / Business Continuity Plan requirements

- e. A recommendation of corrections and improvements to the Plan
- f. A list of prioritized issues that must be resolved prior to Production implementation

Deliverable: Installation and Configuration Guide

Purpose: The Installation and Configuration guide contains technical information for State on the current configuration of the Campaign Finance hardware and software.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. Campaign Finance hardware and network configuration settings
- b. Campaign Finance software configuration settings
- c. Instructions on configuration setting maintenance and which configurations can be maintained by Contractor or State
- d. Deployment instructions for the Campaign Finance software

Track 5: Implementation

Deliverable: Implementation Plan

Purpose: The Implementation Plan describes the schedule, check list for readiness and description of the cutover to the new system.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A list of the deployment activities and the resources responsible for completing them
- b. A schedule of deployment activities and checkpoints
- c. A verification plan for security policy enforcement
- d. A verification plan for performance testing results
- e. A verification plan for disaster recovery testing
- f. A verification plan for the deployment
- g. A contingency plan for implementation

Deliverable: Train User Acceptance Test Participants

Purpose: This deliverable trains UAT participants in preparation for UAT. Contractor will provide just-in-time, in-person training as close to UAT as possible.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Identification of training facilities
- b. Ensure connectivity and available infrastructure
- c. Provide on-site instructor led training
- d. Trainees that understand the application and can properly use the application in a good and workman like fashion to the satisfaction of the State
- e. State, with assistance from Contractor, will train UAT participants in the use of the specific test scenarios and test scripts associated with UAT

Deliverable: User Acceptance Test Readiness Report

Purpose: The UAT Readiness report documents the readiness of the Campaign Finance system for execution of the UAT Plan. The report summarizes the current status of various components and confirms the readiness criteria documented in the System Acceptance Criteria deliverable.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Summary of conversion and training status
- b. Summary of technical environment (hardware, software, etc.) and connectivity status
- c. The Contractor must include the installation, setup, and operational validation tasks as part of the overall schedule
- d. System testing results completed for the total system including application functions and all interface elements, backup and restore capabilities, security, and those measures designed to support availability requirements
- e. Confirmed and documented readiness criteria included in the UAT Test Plan
- f. Confirmed training
- g. Final documentation completed including user guides, installation guides, training guides, system documentation (application and database), system administration and trouble-shooting documentation
- h. Submit project report for acceptance
- i. Verify State data migration has been successfully completed
- j. Verify hardware has been successfully installed
- k. Provide additional application training for all stakeholders as required

Deliverable: User Acceptance Test Results

Purpose: To allow select users (e.g. CDOS, County, Committees) to test the new Campaign Finance system to determine if it meets all specifications. Contractor will support User Acceptance Test participants during this effort.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. State user participation per the User Acceptance Test Plan
- b. Contractor participation per the User Acceptance Test Plan
- c. Availability of the Contractor's Help Desk personnel
- d. Availability of the Contractor's Issue tracking software for the process

- e. Availability of the Contractor's programming staff to support quick turnaround on issues
- f. Contractor support to load and re-load data as required by test scenarios
- g. Contractor support for all hardware and software used during the testing
- h. State and Contractor evaluation of sufficiency of training
- i. UAT results
- j. State signoff of UAT results acceptance upon successful completion of UAT
- k. Survey UAT participants seeking input on what areas of the training could be improved and provide the State with a revised training curriculum taking into account the feedback from training

Deliverable: Help Desk Plan

Purpose: The Help Desk Plan describes the process and resources to support the Campaign Finance application help desk. The Plan outlines the process of resolving Campaign Finance application issues by State and the escalation of unresolved issues to the application support help desk. The plan will primarily be the responsibility of the State Campaign Finance staff, with input from Quest in regards to Tier-2 and Tier-3 application support.

Updated: Yes. This deliverable will be updated with State approval if changes occur.

Specification: This deliverable will consist of but is not limited to:

- a. A description of the roles and responsibilities of Help Desk personnel.
- b. A description of help desk tools.
- c. The Contractor will provide a list of recommended help desk tools State may choose to acquire
- d. A description of the escalation process used by State to contact the Contractor's Tier 2 Help Desk. This section will include a recommended flowchart of issue resolution
- e. A description of first response
- f. A description of the types of problems resolved in Tier 1 versus Tier 2 support
- g. The schedule for availability of the Help Desk. The Help Desk Hours of Operation section lists the hours of operation for the Help Desk, as well as the type of access State will have to the support desk. It also highlights any after-hours procedures and peak period procedures
- h. There will be a website and / or email for the Help Desk
- i. Help Desk personnel will be involved in other aspects of the project (training) in order to get up to speed on Colorado State Business Procedures
- j. The State will have access to Help Desk call logs and will monitor calls for quality control
- k. Strategy for handling of the Colorado Campaign Finance law information request

Deliverable: Train Users

Purpose: This deliverable trains all users that have not previously received training as UAT participants. Contractor will provide just-in-time, in-person training as close to go-live as possible.

Update: No

Specification: This deliverable will consist of but is not limited to:

- a. Identification of training facilities
- b. Ensure connectivity and available infrastructure
- c. Provide on-site instructor led training for:
 - i. 10 CDOS staff
 - ii. 64 County staff
 - iii. 400 Committee agents
- d. Trainees that understand the application and can properly use the application in a good and workman like fashion to the satisfaction of the State

Deliverable: System Implementation Rollout Readiness Report

Purpose: The Implementation Rollout Readiness report documents the readiness of Campaign Finance to be deployed into production. The report summarizes the current status of various components and confirms the readiness criteria documented in the System Acceptance Criteria deliverable.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. Confirmation of UAT completion without any discrepancies that would preclude an Implementation Rollout
- b. Summary of production conversion readiness
- c. Summary of user training status
- d. Summary of technical environment
- e. Final documentation completed including user guides, installation guides, training guides, system documentation (application and database), system administration and trouble-shooting documentation.

Deliverable: Implementation Rollout

Purpose: The Campaign Finance Implementation Rollout moves the Campaign Finance application into production making it the “system of record”. Data is converted and the system production environment is ready to be utilized by all trained users and the public.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A final conversion report of the identified conversion issues discovered during the final conversions used in the rollout process and the resolution (if applicable)
- b. A list of prioritized issues and a planned resolution for each
- c. Listing of implementation rollout best practices
- d. System Acceptance Criteria deliverable with an additional column to document the acceptance criteria resolution
- e. Provide personnel to facilitate statewide rollout implementation
- f. Recommendations in writing to the State of any post rollout changes

Track 6: Post-Implementation Support

Deliverable: Support Plan and Service Level Agreements

Purpose: This deliverable includes a plan that defines each of the Support areas (Warranty Period, Operations, Maintenance, Application and Application Development) and documents the agreements for service levels (SLA) within each support area.

The SLA will include priority levels (e.g., Severe, High, Medium, Low) and corresponding definitions. Service levels will be defined for various service categories (e.g., Application availability, Database availability, Response time, Backup success, Backup completion, Backup validation, Hardware availability, Application problem frequency, Application problem repair time, Application updates). Each service category will have service levels defined based upon percentages, counts or time for measurement purposes.

Updated: No

Specification: This deliverable will consist of:

- a. Warranty period support definition and associated service level agreements
- b. Operations support definition and associated service level agreements
- c. Application support definition and associated service level agreements
- d. Maintenance support definition and associated service level agreements
- e. Application Enhancement support definition and associated service level agreements

Deliverable: Transition Plan

Purpose: This deliverable is a plan that describes the services to be provided by the Contractor should the State transition from having the services be performed by the Contractor to having the services be performed by another contractor or by the State.

Updated: Yes

Specification: This deliverable will consist of:

Descriptions of the following Pre-Transition Services:

- a. Freeze all non-critical software changes
- b. Notify all outside contractors of necessary contractor-related procedures to be followed during the turnover phase

- c. Review all software libraries (tests and production) with the new service provider and the State
- d. Assist in establishing naming conventions for the new production site
- e. Analyze space required for the databases and software libraries
- f. Generate a tape and computer listing of the source code for the software to be provided to the State in a form reasonably requested by the State
- g. Deliver all source code, technical specifications and materials, and user documentation for the software to the State and/or the State's designee
- h. Provide listings of equipment and software leases and contracts used to support the State
- i. Provide a transition plan for personnel who support the State
- j. Explain the operations manual to new operations staff
- k. Provide training to new operations staff if the State is assuming responsibility for the services, and assist with training if a third party is assuming responsibility
- l. Provide system "walk-throughs"
- m. Provide a security transition plan
- n. Submit a schedule for termination activities

Descriptions of the following Transition Services:

- a. Unload the production databases
- b. Deliver tapes of production databases (with content listings) to the new operation staff, data files and tape libraries
- c. Assist with the loading of databases
- d. Assist with the communications network turnover
- e. Provide documentation on how to deploy source code and required development environment for State IT support of the system.
- f. Provide any additional custom tools or scripts utilized to support the development and unit/integration testing activities.

Descriptions of the following Post-Transition Services:

- a. Answer questions regarding the services on an "as needed" basis
- b. Turn over any remaining State-owned reports and documentation still in Contractor's possession.

Deliverable: Warranty Period Support

Purpose: This deliverable includes fixes to any application discrepancies that arise during the warranty period. In addition, as specified below, one Contractor staff member shall be onsite at the State to support three (3) State users in Tier 1 Help Desk application support and to train two (2) State database administrators in the structure of the database to allow State personnel to perform custom database query extracts.

Updated: No

Specification: This deliverable will consist of but is not limited to:

- a. A Warranty Period of four months immediately following Implementation Rollout
- b. Fixes to any application and infrastructure discrepancies that arise during the warranty period
- c. An onsite Contractor support person to perform the following:
 - o Onsite support of three State Tier 1 Help Desk personnel to ensure they understand the application and can properly use the application in a good and workman like fashion and can answer basic application questions from system users, to minimize having to escalate to Contractor Tier 2 support. This support shall be for a period of two weeks after Implementation Rollout and a period of 2 weeks beginning October 15, 2009 through October 31, 2009.
 - o Onsite support and training of two State database administrators, for a period of two weeks after Implementation Rollout, to train them in creating and executing custom database queries.

Deliverable: Operations Support

Purpose: No later than three months prior to Implementation Rollout, the State will begin an annual Operations Support contract option with Contractor. This support includes all Data Center support activities and environmental and physical security services. This includes keeping the hardware and system software operating at an agreed upon specified Service Level.

Updated: Yes. Depending upon Operations Support contract terms, this deliverable may be updated by agreement of both Contractor and State.

Specification: This deliverable will consist of a signed Operations Support contract between the Contractor and the State. The contract will address the following areas but is not limited to:

- a. Hardware monitoring, maintenance and repair
- b. Operating System version and update monitoring and maintenance
- c. Security software version and update monitoring and maintenance
- d. Database software version and update monitoring and maintenance
- e. Any other software required to operate the Campaign Finance system will be monitored and maintained at the proper version
- f. A Service Level Agreement which addresses operational performance levels and any fees when not achieved

Deliverable: Application Maintenance and Support

Purpose: At the end of the Warranty Period, the State will begin an annual Application Maintenance and Support contract option with Contractor. This support will ensure that the application software is sustained throughout operation, discovered defects are corrected, and vendor designated enhancements are developed, tested and released. This support includes application help desk support above the Tier 1 level. State personnel will attempt to handle application support questions at the Tier 1 level. Questions that cannot be answered by the State will be presented to the Contractor for resolution per the Application Maintenance and Support contract.

Updated: Yes. Depending upon Application Maintenance and Support contract terms, this deliverable may be updated by agreement of both Contractor and State.

Specification: This deliverable will consist of a signed Application Maintenance and Support contract between the Contractor and the State. The contract will address the following areas but is not limited to:

- a. Application software monitoring, maintenance and repair
- b. Vendor designated improvements to application software are developed, tested and released
- c. Minor textual (non-logic) type changes to the application software are made, tested and released
- d. A Service Level Agreement which addresses application software performance levels and any fees when not achieved
- e. A toll-free number to the Contractor's Tier 2 help desk
- f. An application support website containing aids such as Frequently Asked Questions, with answers
- g. A Service Level Agreement which addresses Contractor Help Desk performance levels and any fees when not achieved

Deliverable: Application Development Support

Purpose: Once the Campaign Finance system is implemented in the production environment (rolled out for production use by users), the State will begin an annual Application Development Support contract option with Contractor. This support includes estimating the time and cost to accomplish State identified enhancements to the application to improve services or address new legislative requirements. This support will include the development, testing and release of application enhancements.

Updated: Yes. Depending upon Application Development Support contract terms, this deliverable may be updated by agreement of both Contractor and State.

Specification: This deliverable will consist of a signed Application Development Support contract between the Contractor and the State. The contract will address the following areas but is not limited to:

- a. Procedures to be used to request application enhancement development estimates
- b. A rate chart showing hourly development cost for each job category and level of Contractor software development resources
- c. A Service Level Agreement which addresses Contractor's software development performance levels and any fees when not achieved

State of Colorado

Department of State



Campaign Finance Project

Contract # 09VAA00010

Exhibit B

Payment and Delivery Schedule

Exhibit B
Payment and Delivery Schedule
Total Cost Table

Total Cost Table	
Item	Cost
Hardware Cost Total (To Be Purchased Separately by CDOS)	\$ -
System Software Cost Total (To Be Purchased Separately by CDOS)	\$ -
FirstTuesday Application Software Cost Total	\$ 215,000.00
Project Labor Cost Total	\$ 565,700.00
Miscellaneous Cost Total	\$ 52,500.00
Post-Implementation Warranty Period Support through Oct 30, 2009 (4 months)	\$ 39,530.00
Application Maintenance and Support through Jun 30, 2010 (8 months)	\$ 32,000.00
Operations Support through June 30, 2010 (TBD)	\$ -
Total	\$ 904,730.00

**Exhibit B
Payment and Delivery Schedule
Payment Schedule by Milestone**

Payment Schedule by Milestone Table							
Deliverable	Due Date	Cost	10% Milestone Holdback	10% Project Holdback	Projected Payments	Penalties	Actual Payment
Deliverable: Project Plan	15-Dec-08	\$ 25,000.00	\$ 2,500.00	\$ 2,500.00	\$ 20,000.00	\$ -	\$ -
Deliverable: Status Reports	31-Dec-08	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Project Website	15-Dec-08	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ -	\$ -
Deliverable: COTS Campaign Finance Application Software	31-Dec-08	\$ 215,000.00	\$ 21,500.00	\$ 21,500.00	\$ 172,000.00	\$ -	\$ -
Payment for Milestone #1 Holdback	31-Dec-08	\$ -	\$ -	\$ -	\$ 25,500.00	\$ -	\$ -
Milestone # 1 - Project Initiation	31-Dec-08	\$ 255,000.00	\$ 25,500.00	\$ 25,500.00	\$ 229,500.00	\$ -	\$ -
Deliverable: Status Reports	31-Jan-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Project Plan	31-Jan-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Test Strategy Plan	31-Jan-09	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00	\$ 16,000.00	\$ -	\$ -
Deliverable: System Test Plan	28-Feb-09	\$ 7,500.00	\$ 750.00	\$ 750.00	\$ 6,000.00	\$ -	\$ -
Deliverable: User Acceptance Test Plan	28-Feb-09	\$ 7,500.00	\$ 750.00	\$ 750.00	\$ 6,000.00	\$ -	\$ -
Deliverable: System Acceptance Criteria	31-Jan-09	\$ 7,500.00	\$ 750.00	\$ 750.00	\$ 6,000.00	\$ -	\$ -
Deliverable: Security Plan	31-Jan-09	\$ 7,500.00	\$ 750.00	\$ 750.00	\$ 6,000.00	\$ -	\$ -
Deliverable: Technical Architecture Design	31-Jan-09	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ -	\$ -
Deliverable: Updated System Requirements Table	31-Jan-09	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ -	\$ -
Deliverable: Detail Design for Colorado Customization	28-Feb-09	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00	\$ 12,000.00	\$ -	\$ -
Payment for Milestone #2 Holdback	31-Jan-09	\$ -	\$ -	\$ -	\$ 9,500.00	\$ -	\$ -
Milestone # 2 - Add'l Project Planning & Customizations Design	28-Feb-09	\$ 95,000.00	\$ 9,500.00	\$ 9,500.00	\$ 85,500.00	\$ -	\$ -
Deliverable: Training Plan	15-Mar-09	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ -	\$ -
Deliverable: Status Reports	28-Feb-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Project Plan	28-Feb-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: System Test Results	28-Feb-09	\$ 7,500.00	\$ 750.00	\$ 750.00	\$ 6,000.00	\$ -	\$ -
Deliverable: Configured Software	28-Feb-09	\$ 90,000.00	\$ 9,000.00	\$ 9,000.00	\$ 72,000.00	\$ -	\$ -
Payment for Milestone #3 Holdback	28-Feb-09	\$ -	\$ -	\$ -	\$ 11,750.00	\$ -	\$ -
Milestone # 3 - Software Build #1	15-Mar-09	\$ 117,500.00	\$ 11,750.00	\$ 11,750.00	\$ 105,750.00	\$ -	\$ -
Deliverable: System Test Results	20-Apr-09	\$ 7,500.00	\$ 750.00	\$ 750.00	\$ 6,000.00	\$ -	\$ -
Deliverable: Status Reports	31-Mar-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Status Reports	30-Apr-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Project Plan	31-Mar-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Project Plan	30-Apr-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Configured Software	20-Apr-09	\$ 109,700.00	\$ 10,970.00	\$ 10,970.00	\$ 87,760.00	\$ -	\$ -
Payment for Milestone #4 Holdback	20-Apr-09	\$ -	\$ -	\$ -	\$ 13,720.00	\$ -	\$ -
Milestone # 4 - Software Build #2	30-Apr-09	\$ 137,200.00	\$ 13,720.00	\$ 13,720.00	\$ 123,480.00	\$ -	\$ -
Deliverable: System Test Results	10-Jun-09	\$ 7,500.00	\$ 750.00	\$ 750.00	\$ 6,000.00	\$ -	\$ -
Deliverable: Training Materials	10-Jun-09	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ -	\$ -
Deliverable: Documentation	31-May-09	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ -	\$ -
Deliverable: Configured Software	10-Jun-09	\$ 61,000.00	\$ 6,100.00	\$ 6,100.00	\$ 48,800.00	\$ -	\$ -
Payment for Milestone #5 Holdback	10-Jun-09	\$ -	\$ -	\$ -	\$ 8,850.00	\$ -	\$ -
Milestone # 5 - Final Software Build	10-Jun-09	\$ 88,500.00	\$ 8,850.00	\$ 8,850.00	\$ 79,650.00	\$ -	\$ -
Deliverable: Data Migration Plan	31-Jan-09	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ -	\$ -
Deliverable: Data Migration Detail Design	28-Feb-09	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ -	\$ -
Deliverable: Data Migration System Test Results	30-Apr-09	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00	\$ 12,000.00	\$ -	\$ -
Deliverable: Data Migration to Production Environment	30-Jun-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Payment for Milestone #6 Holdback	30-Jun-09	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -
Milestone # 6 - Data Conversion	30-Jun-09	\$ 40,000.00	\$ 4,000.00	\$ 4,000.00	\$ 36,000.00	\$ -	\$ -
Deliverable: Performance & Security Test	10-Jun-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Status Reports	31-May-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Status Reports	30-Jun-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Project Plan	31-May-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Project Plan	30-Jun-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Installation and Configuration Guide	15-May-09	\$ 2,500.00	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ -	\$ -
Deliverable: Implementation Plan	15-May-09	\$ 2,500.00	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ -	\$ -
Deliverable: Train User Acceptance Test Participants	10-Jun-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: User Acceptance Test	30-Jun-09	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ -	\$ -
Deliverable: Help Desk Plan	30-Jun-09	\$ 7,500.00	\$ 750.00	\$ 750.00	\$ 6,000.00	\$ -	\$ -
Deliverable: Train Users	30-Jun-09	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00	\$ 16,000.00	\$ -	\$ -
Deliverable: System Implementation Rollout Readiness Report	30-Jun-08	\$ 7,500.00	\$ 750.00	\$ 750.00	\$ 6,000.00	\$ -	\$ -
Deliverable: Implementation Rollout	30-Jun-09	\$ 25,000.00	\$ 2,500.00	\$ 2,500.00	\$ 20,000.00	\$ -	\$ -
Payment for Milestone #7 Holdback	30-Jun-09	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -
Payment for Project Holdback	30-Jun-09	\$ -	\$ -	\$ -	\$ 83,320.00	\$ -	\$ -
Milestone # 7 - Implementation	30-Jun-09	\$ 100,000.00	\$ 10,000.00	\$ 10,000.00	\$ 173,320.00	\$ -	\$ -
Deliverable: Warranty Period Support Agreement - Month 1	1-Jul-09	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -
Deliverable: Warranty Period Support Agreement - Month 2	1-Aug-09	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -
Deliverable: Warranty Period Support Agreement - Month 3	1-Sep-09	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -
Deliverable: Warranty Period Support Agreement - Month 4	1-Oct-09	\$ 9,530.00	\$ -	\$ -	\$ 9,530.00	\$ -	\$ -
Milestone # 8 - Four-Month Warranty Expiration Signoff	1-Oct-09	\$ 39,530.00	\$ -	\$ -	\$ 39,530.00	\$ -	\$ -
Post-Warranty Application Maintenance and Support - Month 1	1-Nov-09	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -
Post-Warranty Application Maintenance and Support - Month 2	1-Dec-09	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -
Post-Warranty Application Maintenance and Support - Month 3	1-Jan-10	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -
Post-Warranty Application Maintenance and Support - Month 4	1-Feb-10	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -
Post-Warranty Application Maintenance and Support - Month 5	1-Mar-10	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -
Post-Warranty Application Maintenance and Support - Month 6	1-Apr-10	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -
Post-Warranty Application Maintenance and Support - Month 7	1-May-10	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -
Post-Warranty Application Maintenance and Support - Month 8	1-Jun-10	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -
FY2009/10 Application Maintenance and Support Totals	Monthly	\$ 32,000.00	\$ -	\$ -	\$ 32,000.00	\$ -	\$ -
FY2008/09 Operations Support (TBD)	Monthly	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY2009/10 Operations Support (TBD)	Monthly	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FY2008/09 and FY2009/10 Operations Support Total (TBD)	Monthly	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS		\$ 904,730.00	\$ 83,320.00	\$ 83,320.00	\$ 904,730.00	\$ -	\$ -

NOTE: Dates may change based upon formally approved Project Schedule date changes.

**Exhibit B
Payment and Delivery Schedule
Hardware Cost Table**

Hardware Cost Table (NOTE: Hardware to be purchased by CDOS from State Hardware Vendor)			
Description	Make	Model	# of Units
QUEST BAFO PROPOSED HARDWARE - MAY BE MODIFIED DURING CONSTRUCTION OF HARDWARE PROCUREMENT PLAN			
Application/Web Server (quantity 2)			
DL360 G5 Base / 2.83 Ghz Processor	HP	457923-001	2
8GB HP memory	HP	397415-B21	4
72GB Single Port Disk Drive	HP	375861-B21	4
BBWC Enabler Memory	HP	405148-B21	2
Lights-out Advanced Pack	HP	452141-B21	2
HC360T PCI Network Adapter	HP	412648-B21	2
Power Supply	HP	399542-B21	2
Power Cable	HP	235603-B001	4
CD-RW / DVD-ROM combo drive	HP	331903-B21	2
Care Pack 4-hour 24x7 Same Day	HP	U4497E	2
Database Server (2) with Clustered Disk			
DL380 G5 Base / 2.83 Ghz Processor	HP	458563-001	2
Intel Quad-Core Xeon 2.83 Ghz Processor	HP	485585-B21	2
8GB HP memory	HP	397415-B21	8
72GB Single Port Disk Drive	HP	375861-B21	4
BBWC Enabler Memory	HP	405148-B21	2
Lights-out Advanced Pack	HP	452141-B21	2
HC360T PCI Network Adapter	HP	412648-B21	2
Power Supply	HP	399771-001	2
Power Cable	HP	235603-B001	2
CD-RW / DVD-ROM combo drive	HP	331903-B21	4
PCI Riser Kit	HP	410570-B21	2
Care Pack 4-hour 24x7 Same Day	HP	U4497E	2
Smart Array 500 G2 Storage	HP	335880-B21	1
256 Battery Backed Cache Module	HP	254786-B21	2
Smart Array 500 G2 Controller	HP	335881-B21	1
MSA500 HW Support	HP	U6456E	1
HP 72GB 15K Disks	HP	286778-B22	3
PCI NC380T Pcle DP Adapter	HP	394795-B21	2

**Exhibit B
Payment and Delivery Schedule
Software Cost Table**

Software Cost Table (NOTE: System Software (Sys SW) will be Purchased outside this Contract by CDOS)			
Description	Product / Version	# of Units	Cost
FirstTuesday Campaign Finance Framework	2008	1	\$215,000
Microsoft Windows Server Standard Edition (Sys SW)	2003 or 2008	3	CDOS Purchase
Microsoft Windows Server Internet Connector (Sys SW)	2003 or 2008	2	CDOS Purchase
Microsoft SQL Server Enterprise Edition (Sys SW)	2005 or 2008	1	CDOS Purchase
Pegasus, Inc. License for ImagXpress & Smartscan (Sys SW)	current	75	CDOS Purchase

Exhibit B
Payment and Delivery Schedule
Project Labor Cost Table

Project Labor Cost Table	
Description	Total Cost
<i>Project Management</i>	
Full time assigned project manager	\$ 125,000.00
<i>Project Management Total</i>	
\$ 125,000.00	
<i>Customization (Show Requirement ID(s) and short description)</i>	
ID: 1 - The Application shall provide a mechanism to archive data records that have reached a specified point in time.	\$ 2,400.00
ID: 2 - The Application shall provide a mechanism to retrieve archived data records for internal CDOS research purposes.	\$ 3,600.00
ID: 4 - The Application must provide a means to search by audit event and/or user against the event logging records and report date/time/action.	\$ 2,400.00
ID: 6 - The Application must allow online entry of campaign finance complaints.	\$ 1,440.00
ID: 7 - The Application must provide a registration process before an Individual (natural person, not an authenticated user) can file a Campaign Finance Complaint on the campaign finance website. This registration process must use a control mechanism (i.e. an email returned to the Individual which includes an input access link or requiring the unscrambling of text known as a CAPTCHA system).	\$ 960.00
ID: 8 - The Application must allow for maintenance of a Campaign Finance Complaint Log containing...	\$ 2,400.00
ID: 9 - The Application shall allow for batch generations of correspondence to be mailed with mail needing to be sent by Certified Mail being separated from mail not needing to be certified.	\$ 600.00
ID: 10 - The Application shall allow for a primary and a secondary mailing address for candidates and committees.	\$ 1,200.00
ID: 13 - The Application must allow for up to three (3) email addresses for candidates and committees and correspondence being sent by email shall go to all email addresses on file.	\$ 1,200.00
ID: 15 - The Application must allow assignment of a document category type to a scanned document.	\$ 1,200.00
ID: 16 - Disclosure reports that are filed before the deadline, but are deemed to be incomplete shall be recorded as conditionally accepted and a notification shall be mailed and, if an email address is on file, emailed to the reporting Committee.	\$ 600.00

Exhibit B
Payment and Delivery Schedule
Project Labor Cost Table

Project Labor Cost Table	
Description	Total Cost
ID: 17 - The Application must allow for automated attachment of email correspondence to the database record of the associated candidate or committee.	\$ 1,440.00
ID: 18 - The Application must allow an authorized user to generate a free-form message and email it to a candidate or committee from within the Application, with a copy being optionally sent to the email address of the authorized user sending the message.	\$ 1,440.00
ID: 24 - The Application must notify all candidates running for a specific office when changes in the Voluntary Spending declarations of any of the candidates occur.	\$ 4,800.00
ID: 26 - The Application must provide the capability to distinguish which mailings are required to be sent by Certified mail.	\$ 600.00
ID: 27 - The Application must provide the capability to schedule daily batch production of notifications and correspondence to Candidates and Committees for mail and/or email delivery.	\$ 4,800.00
ID: 28 - The Application shall allow public access to information about...	\$ 2,400.00
ID: 29 - Once a specific Candidate is displayed, the Application must provide a link to the following...	\$ 480.00
ID: 30 - Once a specific Committee is displayed, the Application must provide a link to the following...	\$ 480.00
ID: 31 - Once a specific Disclosure report has been selected for display, a summary of the report shall be displayed with links to the following details...	\$ 4,800.00
ID: 32 - The Application must allow users, including public users, the ability to extract and download non-restricted campaign finance data for off-line processing by the user. The downloadable file format shall be a user choice of Comma Separated Values (CSV) or Excel Spreadsheet. Data that can be downloaded shall include...	\$ 2,400.00
ID: 37 - The Application must allow Electronic Data Interchange (EDI) filing of campaign finance reports. Electronic filings must be accepted by...	\$ 4,800.00
ID: 41 - The Application must allow a Committee or an Individual (public) to file a Notification of Independent Expenditure Report on the campaign finance website.	\$ 3,600.00
ID: 42 - The Application must allow a Committee to file a Major Contributor Report on the campaign finance website.	\$ 3,600.00
ID: 44 - The Application must provide a registration process before an Individual (natural person, not an authenticated user) can file a Notification of Independent Expenditure Report on the campaign finance website. This registration process must use a control mechanism (i.e. an email returned to the Individual which includes an input access link or requiring the unscrambling of text known as a CAPTCHA system).	\$ 600.00

Exhibit B
Payment and Delivery Schedule
Project Labor Cost Table

Project Labor Cost Table	
Description	Total Cost
ID: 45 - The Application needs to be able to handle a single Notification of Independent Expenditure report that has the total expenditure allocated between multiple candidates. The report must be attached to each candidate, but each candidate's dollar amount should reflect the reported amount for that candidate.	\$ 1,920.00
ID: 46 - The Application must allow for the filing of Electioneering Communications expenditures by any person. The report must contain name and address of contributors spending more than \$250 in a year and, if such contributor is a natural person, the report must include occupation and employer.	\$ 3,600.00
ID: 47 - The Application must use a control mechanism (i.e. an email returned to Individual which includes an input access link or requiring the unscrambling of text known as a CAPTCHA system) for submission of Electioneering Communications reports via the website if the submitter is not an authenticated user of the Application.	\$ 600.00
ID: 48 - The Application must provide Committees the ability to file Electioneering Communications expenditures on their regularly filed disclosure reports. The entry must be identifiable as an Electioneering Communications expenditure and shall include the data required on the standard Electioneering Communications report.	\$ 1,920.00
ID: 50 - The Application must collect Federal Employer Identification Number (FEIN) on contributions made from a business entity type contributor.	\$ 960.00
ID: 62 - The Application must have the capability to allow online entry of penalty waiver requests.	\$ 1,440.00
ID: 63 - The Application must have the capability to record and display penalty waiver request decisions.	\$ 1,440.00
ID: 66 - Authorized users must be able to maintain a Candidate Status table containing, at a minimum...	\$ 720.00
ID: 68 - Authorized users must be able to maintain a Committee Type table containing, at a minimum...	\$ 1,440.00
ID: 71 - Authorized users must be able to maintain a Committee Status table containing, at a minimum...	\$ 720.00
ID: 72 - Authorized users must be able to maintain a Jurisdiction table containing, at a minimum...	\$ 3,600.00
ID: 73 - Authorized users must be able to maintain an Office table. There shall be multiple Office records for each Jurisdiction. Each entry in the table must include, at a minimum...	\$ 1,800.00
ID: 74 - Authorized users must be able to maintain a District table that contains all the Districts associated with each Office. For instance, the Office of Governor would only have Statewide as the District. The office of Colorado House would have sixty-five (65) districts.	\$ 1,920.00

Exhibit B
Payment and Delivery Schedule
Project Labor Cost Table

Project Labor Cost Table	
Description	Total Cost
ID: 75 - The Application must provide the ability for an authorized user to associate an Election Cycle with each Jurisdiction/Office/District combination active for that Election Cycle.	\$ 1,920.00
ID: 76 - The Application must provide a field in each Committee Type table entry that signifies the type of Contribution Period used by the Committee for Contribution limit processing. The possible values are...	\$ 1,920.00
ID: 78 - The Application must allow an authorized user the ability to add a new Election Cycle for a particular Jurisdiction/Office/District combination that is an exception.	\$ 960.00
ID: 79 - Authorized users must be able to maintain an Event or Tickler type table that allows the application to know when to automatically take an action. An example would be if a candidate declares that they will abide by a Voluntary Spending Limit and then another person declares their candidacy for the same office but doesn't accept the Voluntary Spending Limit, the first candidate must be given notice of this and the right to withdraw their Voluntary Spending Limit requirement within 10 days. At the end of 10 days, the first candidate's position on Voluntary Spending is then frozen, unless a later action triggers a new window of action.	\$ 9,600.00
ID: 81 - The Application must allow an authorized user the ability to add/modify notification text in a Notification table.	\$ 1,200.00
ID: 82 - The Application must allow an authorized user the ability to identify fields within a Notification that are to be filled in by the Application during notification generation.	\$ 1,200.00
ID: 84 - Authorized users must be able to maintain a table of Contribution Limits by Jurisdiction and Committee Type.	\$ 1,920.00
ID: 85 - Authorized users must be able to maintain a table of Spending Limits. The limits shall have start and end dates because the application must allow the limits to be periodically adjusted by the Secretary of State per statute.	\$ 1,920.00
ID: 90 - The Application must have a feature to record and track registrant filing fees.	\$ 4,800.00
ID: 92 - The Application must allow the report selection criteria to be printed on a report cover page, along with the user name of requestor and date/time generated.	\$ 2,400.00
ID: 93 - The Application shall allow CDOS and County authorized users the ability to run the following Committee reports with an option to direct output to PDF or Spreadsheet...	\$ 3,600.00
ID: 94 - The Application shall allow CDOS and County authorized users the ability to run the following Candidate reports with an option to direct output to PDF or Spreadsheet...	\$ 960.00
ID: 95 - The Application shall allow CDOS and County authorized users the ability to run the following Contribution reports with an option to direct output to PDF or Spreadsheet...	\$ 4,800.00

Exhibit B
Payment and Delivery Schedule
Project Labor Cost Table

Project Labor Cost Table	
Description	Total Cost
ID: 96 - The Application shall allow CDOS and County authorized users the ability to run the following Expenditure reports with an option to direct output to PDF or Spreadsheet...	\$ 2,400.00
ID: 97 - The Application shall allow CDOS and County authorized users the ability to run the following Loan reports with an option to direct output to PDF or Spreadsheet...	\$ 1,920.00
ID: 98 - The Application shall allow CDOS and County authorized users the ability to run the following Disclosure Management reports with an option to direct output to PDF or Spreadsheet...	\$ 1,200.00
ID: 99 - The Application shall allow CDOS and County authorized users the ability to run the following Security reports with an option to direct output to PDF or Spreadsheet...	\$ 1,920.00
ID: 100 - The Contractor shall provide up to fifteen (15) additional reports to be created during the Software Customization phase of the project.	\$ 10,800.00
ID: 105 - The Application shall allow a search for Candidates based upon one or more of the following data items as search criteria...	\$ 960.00
ID: 106 - The Application shall allow a search for Committees based upon one or more of the following data items as search criteria...	\$ 1,440.00
ID: 109 - The Application shall allow a search for Independent Expenditures based upon one or more of the following data items as search criteria...	\$ 2,400.00
ID: 110 - The Application shall allow a search for Electioneering Reports based upon one or more of the following data items as search criteria...	\$ 2,400.00
ID: 111 - The Application shall allow a search for Major Contributors based upon one or more of the following data items as search criteria...	\$ 2,400.00
ID: 113 - The Application shall allow a search for Political Race History based upon all the following data items as search criteria...	\$ 2,400.00
ID: 114 - The Application shall allow a search for Documents and Manual Filings based upon one or more of the following data items as search criteria...	\$ 3,000.00
ID: 117 - The Application shall have a mechanism to deter fraudulent usage of campaign finance data for mailing list purposes. For example, the use of a "salt" that would result in the owner of contact information being alerted if their data is being used wrongfully by another party.	\$ 2,400.00
ID: 121 - The Application must have the ability to associate a unique email address with each unique User ID.	\$ 720.00
ID: 123 - The Application must have the ability to inactivate a user's Password if the user has not logged into the Application in a specified number of days since the current Password was assigned.	\$ 720.00
ID: 124 - The Application must have the ability to restrict user authority to a particular jurisdiction.	\$ 7,200.00

Exhibit B
Payment and Delivery Schedule
Project Labor Cost Table

Project Labor Cost Table	
Description	Total Cost
ID: 127 - The System must provide access security to enable/disable inquire, add, modify and delete capability for specific users.	\$ 4,800.00
ID: 144 - The Application must allow the user to define default values for certain screen fields.	\$ 7,200.00
ID: 145 - The Application must automatically insert delimiting characters for fields that have a mask (e.g., slashes and hyphens).	\$ 2,400.00
BAFO Question #5 - Scanning & Workflow changes	\$ 15,000.00
Customization Total	
	\$ 187,200.00
Conversion	
Database analysis, design, database conversion and migration activities	\$ 89,000.00
	\$ -
Conversion Total	
	\$ 89,000.00

Exhibit B
Payment and Delivery Schedule
Project Labor Cost Table

Project Labor Cost Table	
Description	Total Cost
Training (<i>training travel addressed in 5.0 Miscellaneous Cost Table</i>)	
64 County Users (4 classes, 16 per class)	\$ 5,200.00
10 CDOS Users (1 class, 10 per class - Application and UAT training)	\$ 1,300.00
400 Committee Agents (20 classes, 20 per class)	\$ 26,000.00
	\$ -
Training Total	\$ 32,500.00
Testing	
Software Quality Assurance Testing for all project iterations	\$ 82,000.00
	\$ -
Testing Total	\$ 82,000.00
Implementation / Installation / Configuration	
Implementation and Installation services	\$ 50,000.00
	\$ -
Implementation / Installation / Configuration Total	\$ 50,000.00
Other	
	\$ -
Other Total	\$ -
TOTAL PROJECT LABOR	\$ 565,700.00

Exhibit B
Payment and Delivery Schedule
Post-Implementation Support Cost Table

Post-Implementation Support Cost Table							
Support Category	Pre-Warranty Period	Warranty Period	Post-Warranty Year 1	Post-Warranty Year 2	Post-Warranty Year 3	Post-Warranty Year 4	Total
Warranty Period Support		\$ 39,530.00					\$ 39,530.00
Operations Support (TBD)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Application Maintenance and Support			\$ 48,000.00	\$ 48,000.00	\$ 100,800.00	\$ 105,840.00	\$ 302,640.00
SUPPORT SUB-TOTAL	\$ -	\$ 39,530.00	\$ 48,000.00	\$ 48,000.00	\$ 100,800.00	\$ 105,840.00	\$ 342,170.00

Warranty Period Support is support provided during the four months following system implementation.

Operations Support is the support provided by Quest Information Systems and the hosting organization to operate the data center. The agreement for this support will be determined as a project deliverable.

Application Maintenance and Support is the support provided by Quest Information Systems to maintain the FirstTuesday campaign finance software and provide Help Desk Level 2 and 3 support.

Exhibit B
Payment and Delivery Schedule
Miscellaneous Cost Table

5.0 Miscellaneous Cost Table		
Item	Description	Total Cost
Documentation	User and Technical Documentation	\$ 15,000.00
Non-Training Travel	Project Manager, Business Analyst, Data Migration Person, Other	\$ 30,000.00
Training Travel	Travel to County Training Sites	\$ 7,500.00
		\$ -
		\$ -
		\$ -
TOTAL MISCELLANEOUS COSTS		\$ 52,500.00

Exhibit B
Payment and Delivery Schedule
Hourly Rate Table

Hourly Rate Table					
Position Description	Rate / Hour Application Development Warranty Period	Rate / Hour Application Development Support YR 1	Rate / Hour Application Development Support YR 2	Rate / Hour Application Development Support YR 3	Rate / Hour Application Development Support YR 4
Project Manager	\$125.00	\$125.00	\$128.75	\$132.61	\$136.59
Senior Architect	\$125.00	\$125.00	\$128.75	\$132.61	\$136.59
Database Administrator	\$125.00	\$125.00	\$128.75	\$132.61	\$136.59
Business Analyst	\$110.00	\$110.00	\$113.30	\$116.70	\$120.20
Senior Developer	\$110.00	\$110.00	\$113.30	\$116.70	\$120.20
Developer	\$95.00	\$95.00	\$97.85	\$100.79	\$103.81
Technical Writer	\$75.00	\$75.00	\$77.25	\$79.57	\$81.95
Trainer	\$75.00	\$75.00	\$77.25	\$79.57	\$81.95
Help Desk Analyst (Tier 2)	\$75.00	\$75.00	\$77.25	\$79.57	\$81.95

These hourly rates apply to Quest services requested by CDOS for changes or enhancements to the campaign finance software, for additional training and other services. These hourly rates will be used when requesting services through the Application Development Agreement or for other services, such as transfer/transition services, not covered by existing contracts/agreements.

State of Colorado

Department of State



Campaign Finance Contract # 09VAA00010
Exhibit C
System Requirements

Colorado Campaign Finance System

The following table contains a list of Colorado Campaign Finance system requirements, along with the response received from Quest in their proposal. Contract Exhibit B – Payment and Delivery Schedule contains a list of requirements that require customization to the base application and the associated labor cost for each modification.

The meaning of each Response Code is:

- 1 – Proposed solution provides full functionality; however, some configuration may be necessary. This functionality is considered part of Base Costs (Application, H/W, S/W and Support) in the Cost Proposal tables.
- 2 – Proposed solution provides partial functionality for requirement. Customization and additional costs are required for full functionality requested. In such cases the Vendor shall provide, in the Vendor Response column, a description of the partial functionality provided. Customization Costs to provide complete functionality shall be included in the Cost Proposal.
- 3 – Proposed solution does not provide functionality required. Customization and additional costs are required to meet this requirement. Customization Costs to provide requested functionality shall be included in the Cost Proposal.
- 4 – The specific requirement is not met and the vendor does not propose a customization or service to meet it. In such cases the Vendor shall provide, in the Vendor Response column, an explanation of the reason(s) for not meeting the requirement, including any potential “work around” options.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Archive	1	The Application shall provide a mechanism to archive data records that have reached a specified point in time.	3	All implementations of the current product contain all data. Archiving is handled on an as needed basis.
Archive	2	The Application shall provide a mechanism to retrieve archived data records for internal CDOS research purposes.	3	See response above. We will provide functionality as needed.
Audit	3	The Application must provide an event logging feature to record activities by authenticated users. The logging should include the user’s ID and, at a minimum, the date/time a user starts and ends a session, adds or modifies a database record, or generates a report or notification.	1	The authenticated section of the application framework contains auditing functionality capturing user ID, date/time stamps, and description modification.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Audit	4	The Application must provide a means to search by audit event and/or user against the event logging records and report date/time/action.	3	Currently the information is displayed within a committee workspace. We will add search capabilities.
Audit	5	The Application must provide a means to analyze contribution and expenditure data to identify violations of campaign finance limits and prohibited contributions.	1	The application framework contains administrative reports allowing identification of violators.
Complaints	6	The Application must allow online entry of campaign finance complaints.	3	Currently the product provides contact information to the campaign finance administrative staff. We will provide a form to capture this information and notify staff.
Complaints	7	The Application must provide a registration process before an Individual (natural person, not an authenticated user) can file a Campaign Finance Complaint on the campaign finance website. This registration process must use a control mechanism (i.e. an email returned to the Individual which includes an input access link or requiring the unscrambling of text known as a CAPTCHA system). Note: The intent is to prevent computer generated or frivolous submissions of Complaints.	3	Functionality will contain CAPTCHA to prevent automated complaint submissions.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Complaints	8	The Application must allow for maintenance of a Campaign Finance Complaint Log containing: <ul style="list-style-type: none"> • Complaint Filing Date • Administrative Law Judge Filing Date • Complainant • Complainant Address • Respondent • Respondent Address • Subject • Case Number • Status • Disposition • Link to Candidate or Committee (if subject of complaint) 	3	Complaint Log will be maintained with administrative functionality and reporting.
Correspondence and Notifications	9	The Application shall allow for batch generations of correspondence to be mailed with mail needing to be sent by Certified Mail being separated from mail not needing to be certified.	2	The application framework allows the batch generation of correspondence. We will add a Certified Mail indicator and allow existing batch letter functionality to limit based on this indicator.
Correspondence and Notifications	10	The Application shall allow for a primary and a secondary mailing address for candidates and committees.	2	The application framework provides a primary mailing address. We will add a secondary mailing address.
Correspondence and Notifications	11	The Application shall allow for correspondence being sent by mail to automatically go to the primary address. The secondary mailing address shall be used for manual mailings when the primary address becomes invalid.	1	The application framework sends correspondence to the primary address.
Correspondence and Notifications	12	The Application shall allow for recording the occurrence of candidate and committee undeliverable mail.	1	The application framework contains an event log that will allow tracking of undeliverable mail.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Correspondence and Notifications	13	The Application must allow for up to three (3) email addresses for candidates and committees and correspondence being sent by email shall go to all email addresses on file.	2	The application framework contains separate email address for each officer. We will add two additional emails for individual candidates/committees.
Correspondence and Notifications	14	The Application must allow scanning, uploading, titling, categorizing, assignment (linking to a candidate or committee record) and retrieval of a paper document.	1	The application framework contains functionality for uploading scanned filings and associating those with scheduled reports.
Correspondence and Notifications	15	The Application must allow assignment of a document category type to a scanned document. Note: There are currently 33 unique document category types.	2	The application framework allows the uploading of scanned documents. We will support the categorization of the 33 document types.
Correspondence and Notifications	16	Disclosure reports that are filed before the deadline, but are deemed to be incomplete shall be recorded as conditionally accepted and a notification shall be mailed and, if an email address is on file, emailed to the reporting Committee.	2	The application framework contains statuses of filings. We will add the notification to be mailed and emailed.
Correspondence and Notifications	17	The Application must allow for automated attachment of email correspondence to the database record of the associated candidate or committee.	3	We will add the attachment of the email correspondence to the database record of the associated candidate or committee.
Correspondence and Notifications	18	The Application must allow an authorized user to generate a free-form message and email it to a candidate or committee from within the Application, with a copy being optionally sent to the email address of the authorized user sending the message.	3	The application framework currently stores Email addresses but free-form messages occur outside of the system. We will add this functionality.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Correspondence and Notifications	19	The Application must automatically notify candidates and committees, by email, the last day of a Reporting Period and the day before a disclosure report is due, reminding them of the due date, if their report has not already been received.	1	The application framework contains the ability to automatically Email candidates and committees based on certain events.
Correspondence and Notifications	20	The Application must automatically notify candidates and committees, by email, when their disclosure report has been received and processed.	1	The application framework contains the ability to automatically Email candidates and committees based on certain events.
Correspondence and Notifications	21	The Application must provide the capability to notify Candidates and Committees when disclosure filing reports are late. The notification shall be by certified mail and, if an email address is on file, by email. Proper wording of the notification will be provided by the CDOS.	1	The application framework can generate notifications for late filings and the application framework contains the ability to automatically Email candidates and committees based on certain events.
Correspondence and Notifications	22	Incomplete disclosure reports, that have been recorded as conditionally accepted, and have not been corrected and changed from conditionally accepted to accepted within seven business days from the date of notification, shall be notified by certified mail that their disclosure report is late as of the day of notification and is accruing penalties on a daily basis until corrected. An email notification is also sent if an email address is on file.	1	The application framework supports statuses of filings. The application framework can generate notifications for filings and the application framework contains the ability to automatically Email candidates and committees based on certain events.
Correspondence and Notifications	23	The Application must alert a specified user when a System-defined event occurs.	1	The application framework contains the ability to automatically Email based on certain events.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Correspondence and Notifications	24	The Application must notify all candidates running for a specific office when changes in the Voluntary Spending declarations of any of the candidates occur. Note: Voluntary Spending limits apply at certain State level offices.	3	We will add voluntary spending limits to specified offices. The application framework contains the ability to automatically Email based on certain events.
Correspondence and Notifications	25	The Application must provide the capability for an authorized user to issue candidate or committee correspondence, from the Application, for mail delivery.	1	The application framework allows generation of defined correspondence to go out in batch or individually.
Correspondence and Notifications	26	The Application must provide the capability to distinguish which mailings are required to be sent by Certified mail.	3	We will add a Certified Mail indicator.
Correspondence and Notifications	27	The Application must provide the capability to schedule daily batch production of notifications and correspondence to Candidates and Committees for mail and/or email delivery.	3	The application framework generates daily batch production of notifications and correspondence on demand. We will add the ability to schedule this.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Data Access	28	<p>The Application shall allow public access to information about:</p> <ul style="list-style-type: none"> • Candidate(s) • Committee(s) • Election(s) • Jurisdiction(s) • Office(s) • District(s) • Contribution(s) • Expenditure(s) • Loan(s) • Penalties • Documents <p>The above information categories shall include data based upon user selected criteria including:</p> <ul style="list-style-type: none"> • Candidate • Committee • Jurisdiction • Office • District • Election Cycle • Reporting Cycle • Reporting Period • Contribution Type • Contribution Monetary versus In-Kind • Contributor's Name • Contributor's Location – Zip code(s) • Contributor's Employer • Contributor's Occupation • Expenditure Type • Expenditure Recipient Name • Expenditure Recipient Location - Zip code(s) • Loan Mortgagee • Loan Mortgagee Location – Zip code(s) 	2	The application framework provides public access to all information except for Jurisdiction. We will add jurisdiction.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Data Access	29	<p>Once a specific <u>Candidate</u> is displayed, the Application must provide a link to the following:</p> <ul style="list-style-type: none"> • Committee Detail (if candidate has a committee) • Disclosure Reports, including Adjustments • Documents and Manual Filings • Major Contributor Reports (if committee exists) • Notices of Independent Expenditures • Financial Statement • Candidate History 	2	<p>The application framework provides links to:</p> <ul style="list-style-type: none"> • Committee Detail (if candidate has a committee) • Disclosure Reports, including Adjustments • Manual Filings • Financial Statement • Candidate History <p>We will add links to:</p> <ul style="list-style-type: none"> • Major Contributor Reports (if committee exists) • Notices of Independent Expenditures
Data Access	30	<p>Once a specific <u>Committee</u> is displayed, the Application must provide a link to the following:</p> <ul style="list-style-type: none"> • Candidate Detail (if Candidate Committee) • Disclosure Reports, including Adjustments • Documents and Manual Filings • Major Contributor Reports • Notices of Independent Expenditures • Financial Statement • Committee History 	2	<p>The application framework provides links to:</p> <ul style="list-style-type: none"> • Candidate Detail (if Candidate Committee) • Disclosure Reports, including Adjustments • Manual Filings • Financial Statement • Committee History <p>We will add:</p> <ul style="list-style-type: none"> • Major Contributor Reports • Notices of Independent Expenditures

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Data Access	31	<p>Once a specific Disclosure report has been selected for display, a summary of the report shall be displayed with links to the following details:</p> <ul style="list-style-type: none"> • Contributions • Expenditures • Loans • Loan Payments • Returned Contributions • Returned Expenditures • Image of the Report if manually filed • Option to obtain a PDF copy of the report <p>The summary display shall include:</p> <ul style="list-style-type: none"> • Committee Name • Committee ID • Election Cycle • Reporting Calendar Used • Report Period Start and End Dates • Committee Report Period Beginning Balance • Contributions Total for Report Period • Contributions Returned Total for Report Period • Expenditures Total for Report Period • Expenditures Returned Total for Report Period • Committee Report Period Ending Balance • Original Loan Amounts • Loan Balances at Beginning of Report Period • Loan Payments during Report Period • Loan Fees and Interest during Report Period • Loan Balances at End of Report Period 	2	The application framework contains all relevant information. The application framework currently displays this within the report which is viewed as a PDF. We will add an intermediary display to provide this information.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Data Extract	32	<p>The Application must allow users, including public users, the ability to extract and download non-restricted campaign finance data for offline processing by the user. The downloadable file format shall be a user choice of Comma Separated Values (CSV) or Excel Spreadsheet. Data that can be downloaded shall include:</p> <ul style="list-style-type: none"> • Candidate(s) • Committee(s) • Election(s) • Jurisdiction(s) • Office(s) • District(s) • Contribution(s) • Expenditure(s) • Loan(s) 	2	The application framework currently allows CSV data extraction. We will add an option for Excel.
Disclosure Reporting	33	The Application must allow candidates and committees to enter, on the campaign finance website, their contribution, expenditure and loan disclosure data.	1	The application framework meets this requirement.
Disclosure Reporting	34	The Application must allow candidates and committees to enter, on the campaign finance website, adjustments to their previously entered contribution, expenditure and loan disclosure data.	1	The application framework meets this requirement.
Disclosure Reporting	35	The Application must allow authorized CDOS and County users the ability to enter, on the campaign finance website, paper-filed candidate expenditures and committee contribution, expenditure and loan disclosure data.	1	The application framework meets this requirement.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Disclosure Reporting	36	The Application must allow authorized CDOS and County users the ability to enter, on the campaign finance website, paper-filed candidate and committee adjustments to previously entered contribution, expenditure and loan disclosure data.	1	The application framework meets this requirement.
Disclosure Reporting	37	<p>The Application must allow Electronic Data Interchange (EDI) filing of campaign finance reports. Electronic filings must be accepted by:</p> <ul style="list-style-type: none"> • Data being submitted in tab-delimited files • Data being submitted in XML formatted files <p>In the Vendor Response column, specify any other electronic filing options your system provides (e.g., Commercial campaign management software package output, MS Access, MS Excel, MS Word).</p> <p>Note: The Colorado campaign finance website contains the current specifications for tab-delimited and XML file formats.</p>	2	The application framework accepts EDI filings in electronic format. In addition, electronic filing options are provided for Salesforce.com. We will need to add the specified formats.
Disclosure Reporting	38	The Application shall allow disclosure reports that are filed before the deadline, but are deemed to be incomplete, to be recorded as conditionally accepted.	1	The application framework contains statuses of filings.
Disclosure Reporting	39	The Application shall allow the online entry of a disclosure report to be paused and the entered data to be saved in the Application in a status (i.e. Work in Process) that allows the data to be retrieved at a later time and entry of data resumed.	1	The application framework meets this requirement.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Disclosure Reporting	40	The Application shall allow the ability for an authorized user, who has entered a disclosure report online, to be able to run a preliminary edit check process against the entered data in order to identify and correct certain edit errors prior to submitting the data for posting to the campaign finance system.	1	The application framework meets this requirement.
Disclosure Reporting	41	The Application must allow a Committee or an Individual (public) to file a Notification of Independent Expenditure Report on the campaign finance website.	3	We will add the ability to file a Notification of Independent Report.
Disclosure Reporting	42	The Application must allow a Committee to file a Major Contributor Report on the campaign finance website.	3	We will add the ability to file a Major Contributor Report.
Disclosure Reporting	43	The Application must have a means to identify candidates and committees that are not required to file a disclosure report for a particular reporting period, in order to avoid sending a delinquency notification and starting the penalty assessment process.	1	The application framework meets this requirement.
Disclosure Reporting	44	The Application must provide a registration process before an Individual (natural person, not an authenticated user) can file a Notification of Independent Expenditure Report on the campaign finance website. This registration process must use a control mechanism (i.e. an email returned to the Individual which includes an input access link or requiring the unscrambling of text known as a CAPTCHA system). Note: The intent is to prevent computer generated or frivolous submissions of Notification of Independent Expenditure reports.	3	Functionality will contain CAPTCHA to prevent automated submissions.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Disclosure Reporting	45	The Application needs to be able to handle a single Notification of Independent Expenditure report that has the total expenditure allocated between multiple candidates. The report must be attached to each candidate, but each candidate's dollar amount should reflect the reported amount for that candidate.	3	We will add the Notification of Independent Expenditure report allocated between multiple candidates. Each candidate's dollar amount will reflect the reported amount for that candidate.
Disclosure Reporting	46	The Application must allow for the filing of Electioneering Communications expenditures by any person. The report must contain name and address of contributors spending more than \$250 in a year and, if such contributor is a natural person, the report must include occupation and employer.	3	We will add Electioneering Communications expenditures by any person.
Disclosure Reporting	47	The Application must use a control mechanism (i.e. an email returned to Individual which includes an input access link or requiring the unscrambling of text known as a CAPTCHA system) for submission of Electioneering Communications reports via the website if the submitter is not an authenticated user of the Application. Note: The intent is to prevent computer generated or frivolous submissions of Electioneering Communications reports.	3	Functionality will contain CAPTCHA to prevent automated submissions.
Disclosure Reporting	48	The Application must provide Committees the ability to file Electioneering Communications expenditures on their regularly filed disclosure reports. The entry must be identifiable as an Electioneering Communications expenditure and shall include the data required on the standard Electioneering Communications report.	3	We will add the ability for Committees to file Electioneering Communications expenditures on their regularly filed disclosure reports.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Disclosure Reporting	49	The Application must collect Committee ID on contributions made from a committee type contributor. Note: This is not currently being collected, but is needed for determining certain contribution infractions. Collecting this information may require approval of a new Campaign Finance rule.	1	The application framework meets this requirement.
Disclosure Reporting	50	The Application must collect Federal Employer Identification Number (FEIN) on contributions made from a business entity type contributor. Note: This is not currently being collected, but is needed for determining certain contribution infractions. Collecting this information may require approval of a new Campaign Finance rule.	3	We will add the FEIN on contributions from a business entity type contributor.
Disclosure Reporting	51	The Application must collect Outstanding Obligations (non-loan debts) balance as of the end of reporting period on disclosure reports.	1	The application framework contains non-loan balance reporting through a debt workspace.
Documentation	52	Application documentation shall be provided that addresses the usage of system-level features, screen-level features and field-level features.	1	The application framework contains on-line help. We use RoboHelp to maintain the help and generate manuals.
Documentation	53	System documentation shall be provided that shows how module functionality is integrated, shows database design, describes backup and recovery procedures and provides examples of how to write custom queries.	1	The application framework contains technical documentation that supports the application.
Documentation	54	Application documentation shall be provided that specifically addresses the functionality used by candidates and committees.	1	The application framework contains on-line help. We use RoboHelp to maintain the help and generate manuals.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Documentation	55	Application documentation shall explain the purpose of all administrative functions and how to utilize them, including the Rules Engine.	1	The application framework contains on-line help. We use RoboHelp to maintain the help and generate manuals.
Enforcement	56	The Application must handle the campaign finance requirements embedded in the Colorado Constitution, Colorado Statutes and CDOS Rules. Note: It shall be the proposing Vendor's responsibility to read these three documents (found on the CDOS Campaign Finance website) and to indicate in your response to this requirement any items found in the referenced documents that will require customization to or will not be included in your proposed system. Therefore, any items found in the three documents that require a Response Code of "2", "3" or "4" should be individually listed in your response to this requirement. It is the opinion of the CDOS that most requirements found in these three documents are addressable through user written rules that are processed through a Rules Engine.	1	We have reviewed the three documents and we believe that the majority of these requirements are already covered in other requirements including the requirement of a Rules Engine.
Enforcement	57	The Application must accumulate the total contributions from each committee during a Contribution Period that were made to a Political Party's committees at all levels and at the State level.	1	The application framework reports all contributions made to committees.
General	58	Offices and Districts shall only be associated with the Candidate Committee type.	1	The application framework meets this requirement.
Penalties	59	The Application must have the capability to calculate, record, track and display campaign finance penalties.	1	The application framework meets this requirement.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Penalties	60	The Application must have the capability to automatically notify committees and candidates when penalties begin accumulating.	1	The application framework meets this requirement.
Penalties	61	The Application must have the capability to record payments of campaign finance penalties.	1	The application framework meets this requirement.
Penalties	62	The Application must have the capability to allow online entry of penalty waiver requests.	3	The application framework provides the ability for administrators to waive penalties. We will add the mechanism for request for waiver penalty from the application.
Penalties	63	The Application must have the capability to record and display penalty waiver request decisions.	3	We will add the capability to display waiver request decisions.
Penalties	64	The Application must have the capability to adjust campaign finance penalties and record/display any adjustments.	1	The application framework meets this requirement.
Reference Tables	65	Authorized users must be able to maintain a Party Designation table containing, at a minimum: <ul style="list-style-type: none"> • American Constitution Party • Concerns of the People • Democratic Party • Colorado Reform Party • Green Party of Colorado • Colorado Libertarian Party • Natural Law Party • Republican Party • Non-Partisan (e.g., for Regional Transportation District or a County Special District) • Unaffiliated • None • Unknown 	1	The application framework meets this requirement.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	66	Authorized users must be able to maintain a Candidate Status table containing, at a minimum: <ul style="list-style-type: none"> • Active • Inactive • Pending • Terminated 	2	The application framework currently contains an Inactive flag. We will make this a table containing candidate statuses.
Reference Tables	67	Authorized users must be able to maintain an indicator for a Candidate to show that the Candidate isn't running for office in the current Election Cycle, but the candidate's Committee is still Active in order to collect contributions to pay off debts in order to Terminate once the debts are paid off.	1	The application framework meets this requirement.
Reference Tables	68	Authorized users must be able to maintain a Committee Type table containing, at a minimum: <ul style="list-style-type: none"> • 527 Political Organization • Candidate Committee • Federal PAC • Issue Committee • Political Committee • Political Party • Small Donor Committee 	2	The application framework contains a committee type table. We will make it maintainable by administrators.
Reference Tables	69	The Application must allow each Political Party type committee to be associated with one of the parties in the Party Designation table.	1	The application framework meets this requirement.
Reference Tables	70	Authorized users must be able to designate each Political Party type committee as being a State-level Political Party or not.	1	The application framework meets this requirement.
Reference Tables	71	Authorized users must be able to maintain a Committee Status table containing, at a minimum: <ul style="list-style-type: none"> • Active • Inactive • Pending • Denied • Terminated 	2	The application framework currently contains an Inactive flag. We will make this a table containing committee statuses.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	72	<p>Authorized users must be able to maintain a Jurisdiction table containing, at a minimum:</p> <ul style="list-style-type: none"> • An entry for each of 64 Colorado Counties • Statewide • Federal <p>Each table entry shall have contact name and contact information included. Each entry shall have a Home Rule indicator.</p> <p>Note: A home rule County does not have some of the State campaign finance restrictions and can have their own defined contribution limits.</p>	3	We will add a jurisdiction table.
Reference Tables	73	<p>Authorized users must be able to maintain an Office table. There shall be multiple Office records for each Jurisdiction. Each entry in the table must include, at a minimum:</p> <ul style="list-style-type: none"> • Jurisdiction ID • Office Abbreviation • Office Full Description <p>Note: For example, within jurisdiction Statewide, there are offices for Governor, SOS, Colorado Senate, Colorado House, etc. For a County jurisdiction there are offices like County Clerk, Treasurer, Sheriff, Special District offices, etc.</p>	2	The application framework contains an Office table that is maintainable including a statewide distinction. We will add Jurisdiction.
Reference Tables	74	<p>Authorized users must be able to maintain a District table that contains all the Districts associated with each Office. For instance, the Office of Governor would only have Statewide as the District. The office of Colorado House would have sixty-five (65) districts.</p>	2	The application framework maintains district numbers as part of the Office table. We will move this to a separate District table.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	75	The Application must provide the ability for an authorized user to associate an Election Cycle with each Jurisdiction/Office/District combination active for that Election Cycle.	2	The application framework contains Office/Election Cycle combination. We will add Jurisdiction/Office/District combination.
Reference Tables	76	The Application must provide a field in each Committee Type table entry that signifies the type of Contribution Period used by the Committee for Contribution limit processing. The possible values are: <ul style="list-style-type: none"> • Election Cycle of Candidate Committee used • Annual period (Jan 1 – Dec 31) used • House of Representative Election Cycle used • None 	3	The application framework contains committee types that have reporting periods. We will add contribution limits to these reporting periods.
Reference Tables	77	Authorized users must be able to maintain a table of Election Cycles for Offices, with title and start/end dates for each Election Cycle record. An example of an Election Cycle is for the Office of Governor, the Election Cycle runs from 31 days following a general election to 30 days following the next general election for the Office of Governor.	1	The application framework meets this requirement.
Reference Tables	78	The Application must allow an authorized user the ability to add a new Election Cycle for a particular Jurisdiction/Office/District combination that is an exception. Note: An example would be a Recall election or some other Special Election.	2	The application framework supports special elections. We will add Jurisdictions to this process.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	79	<p>Authorized users must be able to maintain an Event or Tickler type table that allows the application to know when to automatically take an action. An example would be if a candidate declares that they will abide by a Voluntary Spending Limit and then another person declares their candidacy for the same office but doesn't accept the Voluntary Spending Limit, the first candidate must be given notice of this and the right to withdraw their Voluntary Spending Limit requirement within 10 days. At the end of 10 days, the first candidate's position on Voluntary Spending is then frozen, unless a later action triggers a new window of action.</p> <p>The application must have an automated way for actions to be triggered based upon events and timings.</p>	3	We will add functionality to support this requirement. The application framework contains the ability to automatically Email based on certain events, which will be expanded upon to meet this requirement.
Reference Tables	80	The Application must allow an authorized user the ability to add/modify Reason Codes in a Reason Code table.	1	The application framework contains reason codes.
Reference Tables	81	The Application must allow an authorized user the ability to add/modify notification text in a Notification table.	3	The application framework contains notifications. We will make these table-driven and allow authorized users to modify them.
Reference Tables	82	The Application must allow an authorized user the ability to identify fields within a Notification that are to be filled in by the Application during notification generation. For example, the notification might have fields to be completed by the Application for name, address or an action due date.	3	The application framework contains notifications with fields within a notification that are filled in by the application. We will allow authorized users the ability to identify dynamic fields.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	83	<p>Authorized users must be able to maintain a Contributor Type table containing, at a minimum:</p> <ul style="list-style-type: none"> • 527 Political Organization • Candidate Committee • Federal PAC • Issue Committee • Political Committee • Political Party • Small Donor Committee • Corporation • LLC • Partnership • Labor Union • Individual (Natural Person) • Other • Unknown 	1	The application framework meets this requirement.
Reference Tables	84	Authorized users must be able to maintain a table of Contribution Limits by Jurisdiction and Committee Type.	3	The application framework contains contribution limits. We will make these table-driven and allow authorized users to modify them.
Reference Tables	85	Authorized users must be able to maintain a table of Spending Limits. The limits shall have start and end dates because the application must allow the limits to be periodically adjusted by the Secretary of State per statute.	3	The application framework contains spending limits. We will make these table-driven and allow authorized users to modify them.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reference Tables	86	<p>Authorized users must be able to maintain a Reporting Calendar table that contains all the reporting calendars, including reporting periods and due dates. The table must include, at a minimum:</p> <ul style="list-style-type: none"> • Reporting Calendar Title • Year • Multiple Reporting Periods • A Report Due Date for each Reporting Period <p>Note: An Application requirement exists elsewhere in this table that requires the application to assign the proper Reporting Calendar to each Committee based upon jurisdiction, previous year reporting schedule of The Committee and whether or not the Committee is for a Special District.</p>	1	The application framework contains reporting schedules.
Reference Tables	87	<p>Authorized users must be able to maintain a Delinquency Rate table. Currently, there is only one type of delinquency which is:</p> <p style="padding-left: 40px;">Standard \$50 (charge for each day delinquent)</p>	1	The application framework meets this requirement.
Registration	88	The Application must allow candidates and committees to enter their registration data on the campaign finance website.	1	The application framework meets this requirement.
Registration	89	The Application must place candidate and committee registration data in a pending status on the campaign finance website until an authorized user has received the properly signed paperwork and changes the status to denied or approved.	1	The application framework meets this requirement.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Registration	90	The Application must have a feature to record and track registrant filing fees. Note: Colorado doesn't currently charge registration fees, but would prefer being prepared should new legislation require it.	3	The application framework does not currently do this although it is an enhancement that is in the Maine Campaign finance system and has already been identified a future feature of the application framework.
Reports	91	The Application must allow reports to be generated after certain criteria are specified including: <ul style="list-style-type: none"> • Candidate • Committee • Jurisdiction • Office • District • Election Cycle • Reporting Cycle • Reporting Period • Contribution Source • Contributor's Name • Contributor's Location – Zip code(s) • Contributor's Employer • Contributor's Occupation • Expenditure Type • Expenditure Recipient Name • Expenditure Recipient Location - Zip code(s) • Loan Mortgagee • Loan Mortgagee Location – Zip code(s) 	1	The application framework meets this requirement.
Reports	92	The Application must allow the report selection criteria to be printed on a report cover page, along with the user name of requestor and date/time generated.	3	We will add a report cover page.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reports	93	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Committee reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Committee Listing • Committee Delinquencies • Committee Financial Summary • Pending Committee Listing • Committee Registered Agent Listing • Committees without a Reporting Calendar Assignment Listing • Committees with Delinquencies Closed (daily batch job of that day's closures) • Committee Registration Changes (daily batch job of that day's changes) 	2	<p>The application framework contains:</p> <ul style="list-style-type: none"> • Committee Listing • Committee Delinquencies • Committee Financial Summary • Pending Committee Listing • Committee Registered Agent Listing <p>We will add:</p> <ul style="list-style-type: none"> • Committees without a Reporting Calendar Assignment Listing • Committees with Delinquencies Closed (daily batch job of that day's closures) • Committee Registration Changes (daily batch job of that day's changes)
Reports	94	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Candidate reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Candidate Listing • Candidate Delinquencies • Candidate Financial Summary • Candidates without a Committee assigned 	2	<p>The application framework contains:</p> <ul style="list-style-type: none"> • Candidate Listing • Candidate Delinquencies • Candidate Financial Summary <p>We will add:</p> <ul style="list-style-type: none"> • Candidates without a Committee assigned

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reports	95	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Contribution reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Contributions Received by a Committee – Detail • Contributions Received by Committees - Summary • Contributions Received by Contributor’s Employer – Summary • Contributions Received by Contributor’s Occupation – Summary • Contributions Received by Contributor’s Zip Code – Summary • Contributions Received by Contributor’s Type – Summary • Contributions Received as Monetary and In-Kind – Summary • Contributions Received from Major Contributors – Detail • Contributions Received from Major Contributors – Summary 	2	<p>The application framework contains:</p> <ul style="list-style-type: none"> • Contributions Received by a Committee – Detail • Contributions Received by Committees - Summary • Contributions Received by Contributor’s Zip Code – Summary <p>We will add:</p> <ul style="list-style-type: none"> • Contributions Received by Contributor’s Employer – Summary • Contributions Received by Contributor’s Occupation – Summary • Contributions Received by Contributor’s Type – Summary • Contributions Received as Monetary and In-Kind – Summary • Contributions Received from Major Contributors – Detail • Contributions Received from Major Contributors – Summary

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reports	96	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Expenditure reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Expenditures Made by a Committee – Detail • Expenditures Made by Committees - Summary • Expenditures Made by Payee – Summary • Expenditures Made by Zip Code – Summary • Expenditures Made as Monetary and In-Kind – Summary • Independent Expenditures – Detail • Electioneering Expenditures – Detail 	2	<p>The application framework contains:</p> <ul style="list-style-type: none"> • Expenditures Made by a Committee – Detail • Expenditures Made by Committees - Summary • Expenditures Made by Zip Code – Summary <p>We will add:</p> <ul style="list-style-type: none"> • Expenditures Made by Payee – Summary • Expenditures Made as Monetary and In-Kind – Summary • Independent Expenditures – Detail • Electioneering Expenditures – Detail
Reports	97	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Loan reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Loans by Committee – Detail • Loans by Committees - Summary • Loans by Mortgagee – Summary • Loans by Mortgagee Zip Code - Summary 	2	<p>The application framework contains:</p> <ul style="list-style-type: none"> • Loans by Committee – Detail • Loans by Committees - Summary <p>We will add:</p> <ul style="list-style-type: none"> • Loans by Mortgagee – Summary • Loans by Mortgagee Zip Code - Summary

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Reports	98	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Disclosure Management reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • Disclosure Reports Overdue by Due Date • Disclosure Reports Filed but Late • Disclosure Reports Filed with Conditional Acceptance • Committee Disclosure Reporting History 	2	<p>The application framework contains:</p> <ul style="list-style-type: none"> • Disclosure Reports Overdue by Due Date • Disclosure Reports Filed but Late <p>We will add:</p> <ul style="list-style-type: none"> • Disclosure Reports Filed with Conditional Acceptance • Committee Disclosure Reporting History
Reports	99	<p>The Application shall allow CDOS and County authorized users the ability to run the following <u>Security reports</u> with an option to direct output to PDF or Spreadsheet:</p> <ul style="list-style-type: none"> • List of User IDs • List of User IDs with inactivated Passwords <p>Include user name, jurisdiction, organization, email address and date of last access into the Application with each User ID.</p>	2	<p>This functionality exists within the application framework. However, it is on an administration screen and not in report format to be output to PDF or Spreadsheet. We will put it in a report.</p>
Reports	100	<p>The Contractor shall provide up to fifteen (15) additional reports to be created during the Software Customization phase of the project.</p>	3	<p>We are prepared to develop up to fifteen additional reports.</p>
Rules Engine	101	<p>The Application must include a Rules-based Engine that authorized users can use to build rules that, when executed, can return a pass or fail indicator, reason code, and/or a computed value.</p> <p>Note: The Rules-based Engine will allow authorized users with the ability to provide the Application with a majority of the Statute requirements around enforcement.</p>	1	<p>The application framework meets this requirement.</p>

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Rules Engine	102	The Rules Engine must be capable of utilizing all database elements needed by a rule to determine if campaign finance statutes or rules have been violated.	1	The application framework meets this requirement.
Searching	103	The Application shall allow Basic searches using commonly used criteria categories and allow the user to perform an Advanced search which expands the criteria categories.	1	The application framework meets this requirement.
Searching	104	The Application shall allow columnar search results to be sorted in ascending or descending order by the user clicking the column header of the column to be used for sorting.	1	The application framework meets this requirement.
Searching	105	The Application shall allow a search for <u>Candidates</u> based upon one or more of the following data items as search criteria: <ul style="list-style-type: none"> • Candidate ID (exact match) • Last Name (wildcard capability) • First Name (wildcard capability) • Jurisdiction (drop down selection) • Office (drop down selection) • District (drop down selection) • Expenditures by Amount Range 	2	The application framework provides searching for everything except District and Jurisdiction. We will add that functionality.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Searching	106	<p>The Application shall allow a search for <u>Committees</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Name (wildcard capability) • Committee ID (exact match) • Type (drop down selection) • Registered Agent (wildcard capability) • Jurisdiction (drop down selection) • Office (drop down selection) • District (drop down selection) • Purpose (wildcard capability) • Contributions by Amount Range • Expenditures by Amount Range • Loans by Original Amount Range • Loans by Balance Amount Range 	2	<p>The application framework provides searching for everything except District, Jurisdiction, Registered Agent, Purpose, and Loans. We will add that functionality.</p>
Searching	107	<p>The Application shall allow a search for <u>Contributions</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Contributor Last Name (wildcard capability) • Amount Low Range (exact) • Amount High Range (exact) • Begin Date (exact) • End Date (exact) • Recipient Committee Name (wildcard capab.) 	1	<p>The application framework meets this requirement.</p>

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Searching	108	<p>The Application shall allow a search for <u>Expenditures</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Payee Name (wildcard capability) • Amount Low Range (exact) • Amount High Range (exact) • Begin Date (exact) • End Date (exact) • Payer Name (wildcard capability) 	1	The application framework meets this requirement.
Searching	109	<p>The Application shall allow a search for <u>Independent Expenditures</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Candidate Last Name (wildcard capability) • Begin Date (exact) • End Date (exact) <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • Jurisdiction (drop down selection) • Office (drop down selection) • District (drop down selection) • Election Cycle (drop down selection) 	3	We will add searching for Independent Expenditures.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Searching	110	<p>The Application shall allow a search for <u>Electioneering Reports</u> based upon one or more of the following data items as search criteria:</p> <p>By Report Filer</p> <ul style="list-style-type: none"> • Report Filer Last Name or Entity Name (wildcard capability) • Report Filer First Name if individual (wildcard capability) <p style="text-align: center;">OR</p> <p>By Candidate</p> <ul style="list-style-type: none"> • Candidate Last Name (wildcard capability) • Candidate First Name (wildcard capability) <p style="text-align: center;">OR</p> <p>By Contributor</p> <ul style="list-style-type: none"> • Organization Name (wildcard capability) • Contributor Last Name or Entity Name (wildcard capability) • Contributor First Name if individual (wildcard capability) 	3	We will add searching for Electioneering Reports.
Searching	111	<p>The Application shall allow a search for <u>Major Contributors</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Recipient Committee Name (wildcard capab.) • Contributor Last Name or Entity name (wildcard capability) • Election Cycle (drop down selection) • Jurisdiction (drop down selection) 	3	We will add searching for Major Contributions.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Searching	112	<p>The Application shall allow a search for <u>Registered Agents</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Last Name (wildcard capability) • First Name (wildcard capability) 	1	The application framework meets this requirement.
Searching	113	<p>The Application shall allow a search for <u>Political Race History</u> based upon all the following data items as search criteria:</p> <ul style="list-style-type: none"> • Election Cycle (drop down selection) • Jurisdiction (drop down selection) • Office (drop down selection) • District (drop down selection, if needed) <p>The search results for Political Race History shall contain:</p> <ul style="list-style-type: none"> • The search criteria • The name of each candidate in the race • Contribution total for each candidate • Expenditure total for each candidate • Loan original amount total for each candidate • Loan balance amount for each candidate 	3	The application framework maintains political race history. We will add searching functionality on race history.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Searching	114	<p>The Application shall allow a search for <u>Documents and Manual Filings</u> based upon one or more of the following data items as search criteria:</p> <ul style="list-style-type: none"> • Candidate Last Name (wildcard capability) • Candidate First Name (wildcard capability) • Committee Name (wildcard capability) • Document ID Number (exact) • Document Category Type (drop down) • Begin Date (exact) • End Date (exact) <p>Note: Must enter, at a minimum, Candidate Last Name, Committee Name, Document ID or Document Category Type. If Document Category Type only is used, then Begin and End Date required.</p>	3	The application framework stores documents. We will add search capability.
Searching	115	<p>The Application drop down boxes for Offices and Districts will be limited to the values associated with the next higher level.</p> <p>For example, once a Jurisdiction is chosen, the Office drop down should only show Offices associated with the chosen Jurisdiction. Likewise, once an Office is chosen, the District drop down should only show Districts associated with the previously chosen Jurisdiction and Office.</p> <p>This should be applicable throughout the Application, not just Searching.</p>	1	The application framework filters down on search drop down boxes. We will continue this with addition of Jurisdiction.
Security	116	Individual User level authentication for access to the system must be provided.	1	The application framework meets this requirement.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Security	117	The Application shall have a mechanism to deter fraudulent usage of campaign finance data for mailing list purposes. For example, the use of a “salt” that would result in the owner of contact information being alerted if their data is being used wrongfully by another party.	3	We will add this functionality.
Security	118	The Application must provide the ability for an authorized user to initiate a process to assign a User ID and Temporary Password to a new user and notify the new user of the assignment.	1	The application framework meets this requirement.
Security	119	The Application must have a mechanism to limit the time that a Temporary Password is valid.	1	The application framework meets this requirement. Users are required to change their password on the next login.
Security	120	The Application must have the ability for an authorized user to change their Password and to then notify that user by email that their Password was changed.	1	The application framework meets this requirement.
Security	121	The Application must have the ability to associate a unique email address with each unique User ID. Note: The user’s email address will be used for communicating Temporary Passwords.	2	The application framework requires unique User IDs. We do not currently force unique email addresses since some Election Divisions have explicitly requested this not be the case. We could certainly add this.
Security	122	The Application must have the ability for an authorized user to terminate a User ID.	1	The application framework meets this requirement.
Security	123	The Application must have the ability to inactivate a user’s Password if the user has not logged into the Application in a specified number of days since the current Password was assigned.	3	We will add this functionality.
Security	124	The Application must have the ability to restrict user authority to a particular jurisdiction.	3	We will add the ability to restrict user authority to a particular Jurisdiction.
Security	125	Group level authentication to restrict access to specific functionality within the system must be provided.	1	The application framework meets this requirement.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Security	126	Authorized users must have the ability to cause the system to reset a Password and notify the affected user of the change.	1	The application framework meets this requirement.
Security	127	The System must provide access security to enable/disable inquire, add, modify and delete capability for specific users.	2	The application framework has security at the functional level and not the action level. We can extend security to the action level.
Support	128	The Contractor shall provide Warranty period Support from Implementation Rollout through October 2009.	1	This is covered in our proposal.
Support	129	The Contractor shall provide Annual Application Support with staff availability between 8am and 5pm, Mountain Time, Monday through Friday, excluding holidays, including a toll-free number for reaching Application Support staff.	1	This is covered in our proposal.
Support	130	The Contractor shall provide Annual Maintenance Support.	1	This is covered in our proposal.
Support	131	The Contractor shall provide Annual Operations Support.	1	This is covered in our proposal.
Support	132	The Contractor shall provide Annual Application Development Support on an as needed basis, billable on an hourly basis.	1	This is covered in our proposal.
Ticklers	133	The Application must have a tickler feature that triggers an event based upon some other event occurring (e.g., past due report, certain number of days passing without a required action occurring). The triggered event could be a report entry, email message, assigned task, etc.	1	The application framework sends Emails when events are triggered within the system. Reports are scheduled based on criteria being met.
Training	134	The Contractor shall provide Application classroom training to accommodate sixty-four (64) County Clerk representatives and ten (10) CDOS personnel. This training will be conducted at the CDOS office and at three regional locations throughout Colorado. This training shall be conducted within a 60-day period prior to Implementation Rollout.	1	This is covered in our proposal.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Training	135	The Contractor shall provide Application classroom training to accommodate four-hundred (400) Committee agents. This training will be conducted at the CDOS office and at three regional locations throughout Colorado. This training shall be conducted within a 60-day period prior to Implementation Rollout.	1	This is covered in our proposal.
Training	136	The Contractor shall provide training, in the System's Database structure, for two (2) CDOS database administrators in order to convey the knowledge needed to generate custom database queries. This training will be conducted as part of the onsite Warranty Period support.	1	This is covered in our proposal.
Training	137	The Contractor will provide all training materials to training participants and the training materials will be kept by the training participant.	1	This is covered in our proposal.
Usability	138	The Application must comply with the accessibility standards for electronic and information technology covered by Section 508 of the Rehabilitation Act Amendments of 1998.	1	The application framework meets this requirement.
Usability	139	The Application shall include a Help feature that allows access to topics by table of contents, index or search keyword.	1	The application framework meets this requirement.
Usability	140	The Application shall include access to screen level user help (popup or second browser instance) from each screen (webpage).	1	The application framework meets this requirement.
Usability	141	The Campaign Finance website shall contain access to Frequently Asked Questions, User Documentation, Search Help Guides, and Canned (pre-written, often used) Reports.	1	The application framework contains on-line help. We use RoboHelp to maintain the help and generate manuals.

Requirement Category	Req. ID	CDOS Requirement	Response Code	Vendor Response
Usability	142	The Application must provide a “Confirm” feature when performing deletes. The capability to disable the feature for specific delete functions shall be available.	1	The application framework provides confirmation messages for every delete. We can remove those that are not wanted.
Usability	143	The Application must allow a mechanism to specify mandatory data entry fields.	1	The application framework contains a mechanism to specify mandatory data entry fields. These are indicated by a red asterisks and user friendly messages.
Usability	144	The Application must allow the user to define default values for certain screen fields.	2	The application framework contains a mechanism to specify mandatory data entry fields. We can add the ability to have administrators define default values.
Usability	145	The Application must automatically insert delimiting characters for fields that have a mask (e.g., slashes and hyphens).	2	The application framework converts data and removes delimiting characters before storing. This allows us to accept data entry in various formats. We could add delimiting characters instead.
Web	146	The Application must be web-enabled for all users, including CDOS and County users, candidates, committees and the public.	1	The application framework meets this requirement.
Web	147	The Application shall provide Web access to transaction detail until the data are archived.	1	The application framework meets this requirement.

State of Colorado

Department of State



Campaign Finance Contract # 09VAA00010
Exhibit D
Contractor Key Personnel

Colorado Campaign Finance System

The following Quest Information Systems, Inc. staff is assigned as key personnel on the Colorado Campaign Finance project:

POSITION	EMPLOYEE NAME
Executive Leader	Dave Kleiman, SVP
Project Manager	Ron VandenBoom
Business Analyst	Dave Baker
Product Architect	Brent Sandquist
Database Analyst	JD Anderson
Application Support Manager	Scott Lee

Colorado Campaign Finance System

Application Maintenance & Support Agreement

between

**State of Colorado
Department of State**

and



Contract # 09VAA00010

Exhibit E

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1. INTRODUCTION

1.1 Overview

Quest Information Services, Inc. (“Quest”) was selected to provide its FirstTuesday® campaign finance software product along with Colorado customization (“Product”) to the Colorado Department of State (“CDOS”) as a result of CDOS Request for Proposals (RFP) number CDOS-CF-08-01 and subsequent Contract #09VAA00010. Quest will provide Product support as defined in this Application Maintenance & Support Agreement (“Agreement”), which is incorporated in Contract #09VAA00010 as an Exhibit.

1.2 Scope

This support agreement addresses three (3) areas of Product support. The areas are:

- Application Maintenance Support
- Application User Support
- Application Enhancement Support

These three support areas are each addressed in this Agreement. Quest has developed long-term business plans to support and enhance the Product for Colorado and other states. Quest will provide support per this Agreement for its Product, including all Product customizations and enhancements created as a result of Contract #09VAA00010 and this Agreement. This Agreement does not apply to any hardware, the network or any software not part of the Product. The hardware, network and software not a part of the FirstTuesday® Product will be supported under a separate agreement for Operations Support.

1.3 Term of Agreement

This Agreement will commence at the completion of a Warranty support period that extends for 4-months after Product deployment in Colorado. This Agreement will be in effect for the initial term of the Contract, as defined in §5A of the Contract, and may be renewed per §5B of the Contract.

2. APPLICATION MAINTENANCE SUPPORT

2.1 Definition

Application Maintenance Support includes the maintenance of Product software and documentation. This maintenance includes the correction of Product defects found by CDOS or Quest and the implementation of Product updates proposed by Quest.

2.2 Product Defects

During the term of this Agreement, CDOS or Quest may identify defects in the Application software that must be addressed. A defect will be assigned a Severity Level of 1, 2 or 3 as defined in this agreement in Section 6 – Support Priority

Levels. Quest will provide technical support staff to investigate and correct defects found in the Application software and to deploy corrected software in a timely manner as defined in Section 6. Software includes the Application source/executable code and associated documentation.

2.3 Product Updates

During the term of this Agreement, Quest will continue to update the Product to improve efficiencies and features and to take advantage of technology advancements. Quest updates to the Product will follow approved Change Control processes, without associated costs unless agreed to by both CDOS and Quest. Quest will keep CDOS apprised of such updates and will coordinate the deployment of any updates with CDOS. Quest will furnish changes to Product documentation that may occur as a result of Product software updates. Quest will provide CDOS with an updated version of product source code and will install updated executable code in all environments (production, test and training).

3. APPLICATION USER SUPPORT

3.1 Definition

Application User Support addresses questions or problems users are having with using the campaign finance Product. The responsibilities and activities associated with user support are defined in this Section for each of three (3) tier levels. Tier Level 1 is handled by CDOS personnel and Tier Levels 2 and 3 are addressed by Quest personnel.

3.2 Tier 1 User Support

Tier 1 user support is provided by CDOS personnel. Tier 1 support will include CDOS campaign finance specialists and supervisors. This support is provided to Colorado county and CDOS Product users. Any Product question or problem that cannot be addressed at the Tier 1 support level will be escalated to Quest Tier 2 user support. The CDOS Tier 1 support staff has the following responsibilities under this Agreement:

- Maintain phone numbers and email addresses for Tier 1 support personnel.
- Maintain a strong working knowledge of the Product and a hands-on proficiency for using the Product.
- Accept phone calls, emails and system notifications from Colorado county and state users related to campaign finance.
- Address questions and problems from users regarding usage of the Product.
- Address questions regarding Colorado campaign finance policies and procedures.
- Address user security issues, including password problems.

- Investigate and provide advice regarding connectivity problems.
- Identify requests that may be considered enhancements to the Product and record them for evaluation by the CDOS change control board. Product enhancement requests that are approved by the CDOS change control board will be handled according to procedures defined in this Agreement in Section 4 – Application Development Support.
- Escalate questions and problems to the Tier 2 level, which cannot be resolved at the Tier 1 level. Supporting documentation such as screen shots, reports and explanations shall be included when contacting Tier 2 support.

3.3 Tier 2 User Support

Tier 2 user support is provided by Quest personnel. This support is provided to Colorado Tier 1 support staff. Any Product question or problem that cannot be addressed at the Tier 1 support level will be escalated to Quest Tier 2 user support. The Quest Tier 2 support staff has the following responsibilities under this Agreement:

- Maintain a phone number and email address to reach Tier 2 support at Quest.
- Provide Application Support staffing from 7:30am until 5:00pm Mountain Time during CDOS business days.
- Review supporting documentation provided by Tier 1 support.
- Provide answers or solutions to Tier 1 requests in a timely manner as defined in Section 6 – Support Priority Levels.
- Communications from Tier 2 support to CDOS should be directed to Tier 1 support personnel unless specifically directed elsewhere by Tier 1 support.
- Maintain knowledge of the Product architecture and design, as well as the technologies and tools used to develop the Product.
- Escalate the problem to Tier 3 support personnel when the problem cannot be resolved or it is determined that there is a Product defect.

3.4 Tier 3 User Support

Tier 3 user support is provided by Quest personnel. This support is provided to Tier 1 support personnel either directly or through Tier 2 support personnel. The Quest Tier 3 support staff has the following responsibilities under this Agreement:

- As an aggregate group, maintain software developer level knowledge of the Product source code and database schema, possess knowledge of the theory of Product operation, have knowledge of the Product's system architecture and design, and know the technologies and tools used to develop the Product.

- Provide Application Support staffing from 7:30am until 5:00pm Mountain Time during CDOS business days.
- Create, test and deploy software updates to correct defects in the Product.
- Schedule, with the coordination of CDOS Tier 1 staff, the deployment of Product defect corrections.
- Deploy Product changes to the production, test and training environments.
- In the case of a Product defect that causes or contributes to any data issue, Tier 3 support staff will, at a minimum, consult with CDOS management staff on options to resolve the data issue. Quest will provide technical analysis and advice to CDOS, but CDOS will retain responsibility for the safety, condition and accuracy of the production data.
- When there are data issues to be addressed, Quest and Tier 3 support staff might offer, at Quest's sole option, some combination of the following in support of CDOS:
 - Make a recommendation that Product users manually correct the data.
 - Offer a procedure that CDOS can apply to correct the data in the production environment, after the procedure has been tested in the test environment.
 - Offer one or more scripts to CDOS that can make automated corrections to data records in the production environment. After the scripts have been tested in the test environment, Quest will execute the scripts in the production with CDOS approval.
- Communications from Tier 3 support to CDOS should be directed to Tier 1 support personnel unless specifically directed elsewhere by Tier 1 support.

4. APPLICATION DEVELOPMENT SUPPORT

4.1 Definition

At times CDOS may require changes to the Product to support the needs of CDOS. Typically, these requests will be generated as a result of legislative or rules changes impacting campaign finance.

4.2 Process

The process involved in completing an enhancement to the Product includes the following:

- A CDOS request for a modification to the Product will be submitted to Quest in the form of a Change Request, with as much supporting detail as possible.
- Quest may ask for clarifying information from CDOS.

- Quest completes an evaluation of the change and adds their approach to making the change, projected schedule and cost estimates to the Change Request. Cost estimates for labor will be computed using upon hourly rates defined in the Contract, Exhibit B.
- CDOS evaluates the approach, schedule and cost of completing the Change Request. CDOS may approve the Change Request, cancel the Change Request, discuss alternative approaches with Quest, discuss the possibility of modifying the Change Request cost from a time and materials estimate to a fixed cost.
- When CDOS and Quest both agree to the Change Request content, the Change Request is approved by both parties and the work is scheduled.
- Upon the completion of the Change Request tasks, the deployment is scheduled and executed. Change Request tasks will include User Testing and signoff.
- Quest will Provide CDOS with an updated version of product source code and install updated executable code in all environments (production, test and training)
- CDOS pays the Change Request invoice upon successful deployment of the change.

4.3 Development Services

Quest staff may perform the following product related services for CDOS.

- Project Management
- Software Requirements Gathering and Documentation
- Design Services
- Software Development
- Unit and System Testing
- Data Conversion and Migration
- Help and User Documentation Updates

5. PRODUCT ACCESS FOR SUPPORT

5.1 Definition

In order to support the Application, Quest requires remote access to the data center where the Product is hosted.

5.2 Access

As long as Quest is under contract to provide Operations Support, they will have remote access to the production, test and training environments at the hosting location. If Operations Support is handled by someone other than Quest, but Quest

continues to have an Application Maintenance and Support Agreement, CDOS will provide Quest remote access to the production, test and training environments at the hosting location. This remote access is provided for Quest's expert problem analysis and for software update deployment. This provision allows Quest to accomplish the tasks associated with this Agreement without having permanent Quest staff co-located at the hosting location.

6. SUPPORT PRIORITY LEVELS

6.1 Definition

This Agreement defines four (4) Support Priority Levels. Each priority level has a corresponding severity level. These levels of support are applicable to Application Maintenance Support and Application User Support items that have been escalated to Quest Tier 2 or Tier 3 support. For Maintenance Support items, the Target Resolution Time Goal is the time needed to make corrections and perform a test environment build for CDOS verification of corrections.

The following table defines the four Priority Levels.

APPLICATION SUPPORT PRIORITY LEVELS				
PRIORITY	4	3	2	1
Severity Level	Enhancement	Error	Critical	System Failure
Definition	The Product is functioning as specified. Incident is an enhancement request or new feature suggestion to be included in a future release of the Product.	System is functioning but is hampered by an error or threat to future productivity. A work-around can be implemented and used until further analysis is performed. Questions escalated to Quest Tier 2 or Tier 3 Support that are determined not to be a Product error and answered within 1 business day.	A core component of Product is no longer functional and a suitable work-around is not available.	No Product feature is currently functioning
Response Time	To be mutually agreed case by case.	1 business day	1 Hour	1/2 hour
Target Resolution Time Goal	Future release subject to approved change order.	Next scheduled build release or 2 weeks.	24 hours	2 hours.

7. SUPPORT COSTS

7.1 Costs

The monthly rate for Application Maintenance and Support services, beginning after the four-month Product warranty period shall be as follows:

Months	Monthly Rate
1-24	\$4,000
25-36	\$8,400
37-48	\$8,820