

Statewide Colorado Registration and Election
(SCORE II)
Contract

by and between

Colorado Department of State

and

Saber Software, Inc.

Contract Routing Number: 07-VAA-00018

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FACTUAL RECITALS

THIS CONTRACT, hereinafter referred to as "Contract" is made this 25th day of September, 2006 by and between the State of Colorado, acting by and through the Colorado Secretary of State for the use and benefit of the Colorado Department of State 1700 Broadway, Suite 250, Denver, Colorado 80290, hereinafter referred to as the "State" or "CDOS" and Saber Software, Inc., hereinafter referred to as the "Contractor", 1800 SW First Avenue, Suite 350, Portland, Oregon 97201.

Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract under Encumbrance Number PO-VAA-07000000023 in Fund Number 20P, Appropriation Accounts H02 and H03, Organization HAVA, and Program Code 2040, and

Required approval, clearance and coordination have been accomplished from and with the appropriate agencies, and

The State requires a vendor to design, develop, implement, maintain, and support a statewide voter registration and election management system on a fixed-price basis to meet the requirements of the Help America Vote Act of 2002, Public Law 107-252, 42 U.S.C. 15301 *et seq.* (2002) ("HAVA"), as described further in this Contract, and

The Contractor has been selected in compliance with the provisions of the Procurement Code, (RFP number DOS-HAVA-0003) as the responsible offeror whose proposal is most advantageous to the State, price and other factors considered, and

THEREFORE, it is hereby agreed that in consideration of the mutual covenants and agreements set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the State and Contractor agree to the following terms and conditions.

AGREEMENT

1. DEFINITIONS AND MEANINGS

The State and the Contractor agree to the definitions and the meanings of the terms (words and phrases) used in this Contract as follows:

“Agency Authorized Users” shall mean employees, agents, and third-party contractors of the State, County Clerks and Records and their staff, and others, as deemed by the State, authorized to use the SCORE system.

“API” shall mean Application Program Interface, a set of commonly used functions that provide a programmer with pre-programmed functionality.

“Architectural Assessment and Validation Vendor” and “AA&V Vendor” shall mean a vendor contracted by the State to assess the Contractor’s proposed system architecture and the efficacy of the technical solution for the SCORE project. Nothing in this definition shall imply or suggest that the AA&V role will release the Contractor from its primary responsibility to design and supply a turnkey automation system.

“COTS” shall mean commercial off-the-shelf.

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

“C.R.S.” shall mean Colorado Revised Statutes as they currently exist and may be amended.

“Change Control Board” shall mean the committee responsible for approving change requests to assist in the design of the functional management, line of business and the prioritization of change management as development proceeds and once the system is implemented.

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

“Failover Testing” shall mean simulating failures of redundant hosting site system components, including application and database servers, and verifying that the backup or spare unit takes over for the primary unit as designed.

“Final SCORE System Acceptance” shall mean 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.

“Fiscal Rules” shall mean rules promulgated by the State Controller that regulate the financial affairs of the State, including the form, use, execution and approval of contracts, leases, interagency agreements, purchase orders, and other commitment vouchers.

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

“HAVA” shall mean The Help America Vote Act of 2002, Public Law 107-252, 42 U.S.C. 15301 *et seq.* (2002).

“Hardware” shall mean all SCORE system third-party hardware, licenses and related documentation provided by Contractor for use by the Agency Authorized Users.

“Help Desk” shall mean support services (*e.g.*, telephone, email, etc..) to address questions and problems Agency Authorized Users may have regarding the operation of the SCORE system.

“Holdback” shall mean monies held back from an Interim Payment and later paid to the Contractor after acceptance of specific deliverables or after the Final SCORE System Acceptance.

“Interfacing Agency” shall mean any government entity with whose system the SCORE system must interact. This interaction may take a number of forms: a real-time interface, a batch interface, or a manual exchange of data through diskette, CD-ROM, or other means.

“Interim Acceptance” shall mean the process of receiving and evaluating deliverables prior to Final SCORE System Acceptance, which enables the State to make interim milestone payments to the Contractor for such deliverables.

“Interim Milestone Payment” and “Interim Payment” shall mean any and all payments made by the State to the Contractor prior to Final SCORE System Acceptance. All such payments are subject to Final SCORE System Acceptance and the provisions of Exhibit A - Statement of Work and Exhibit B - Payment and Delivery Schedule.

“Independent Verification and Validation Vendor” and “IV&V Vendor” shall mean the vendor responsible for independent verification and validation of Contractor processes and deliverables. Nothing in this definition shall imply or suggest that the IV&V Vendor role will release the Contractor from primary responsibility for the design or for the delivery of a turnkey SCORE system.

“Milestone” shall mean a work grouping at a lower level than a phase that is comprised of one (1) or more deliverables. A Milestone represents the delivery of a complete unit of value to the success of the project.

“MNT” shall mean the Multi-Use Network employed by the DPA, Division of Information Technologies (DoIT) to establish communications with the sixty-four counties of Colorado.

“Modification” shall mean any written alteration of specifications, place of delivery, period of performance, price, quantity, or other provisions of a contract.

“Onsite Support Period” – the sixty (60) day period during which the Contractor shall provide onsite support according to guidelines set forth in the Service Level Agreement.

The "Project Management Body of Knowledge" (“PMBOK[®]”) is an inclusive term that describes the sum of knowledge within the profession of project management. This full body of knowledge includes knowledge of proven, traditional practices, which are widely applied, as well as knowledge of innovative and advanced practices, which may have seen more limited use. The full body of knowledge concerning project management is that which resides with the practitioners and academics that apply and advance it.

“Performance Testing” shall mean testing of and residual documentation of the SCORE system on production hardware under a simulated full user load to verify performance and response times against the System Acceptance Criteria. The residual documentation will measure the effect of performance testing on the resources of the system and measure response time latency of transactions tested. The residual documentation will also indicate the process used to gather the metrics used to measure performance.

“Personally Identifiable Information” shall mean Information about an individual collected by a government entity or the Contractor that reasonably could be used to identify such individual, including, but not limited to, first and last name, residence or other physical address, electronic mail address, telephone number, birth date, credit card information, and/or social security number.

“Project Manager” shall mean a person, one designated by the Contractor and one designated by the State, who has the authority to make relevant day-to-day decisions in regard to the SCORE project for the Party naming him or her.

“Proprietary Information” shall mean information relating to a Party’s research, development, trade secrets, business affairs, internal operations and management procedures and those of its customers, clients, or affiliates, but does not include information lawfully obtained from third parties that is in the public domain, or that is developed independently.

“Requirements” shall mean the Statewide Voter Registration System Requirements as published in RFP # DOS-HAVA-0003, and responded to by Contractor, incorporated in this Contract under Exhibit J, Statewide Voter Registration System Requirements.

“Scalable” shall mean the ability to add additional components to the SCORE system to increase its workload and/or storage capacity.

“SCORE” shall mean the Statewide Colorado Registration and Election system that will replace existing voter registration systems located in each of Colorado’s counties. The SCORE system will consist of a new centralized architectural platform, including all application, operating and support software necessary to meet the SCORE requirements.

“SCORE II” shall mean this project and shall hereinafter be referred to as SCORE.

“Security Testing” shall mean testing and residual documentation to confirm that security was implemented such to minimize security risks identified. Security Testing ascertains that the SCORE system components perform as expected regarding security requirements. The residual documentation will indicate the effect and procedures used in Security Test.

“Source Code” shall mean human-readable code that can be translated or compiled into Object Code.

“Specification” shall mean any description of the physical nature or functional characteristic of a service or good.

“Steering Committee” shall mean the board responsible for the business issues associated with the project. Typically the committee meets at least once a month to obtain project status update, discuss risks, and to evaluate any potential scope changes that impact budget or timeline.

“Subject Matter Expert” and “SME” shall mean a person with a high degree of knowledge and expertise in a particular subject area (*e.g.* voter registration, election petitions, etc.).

“Supplies” shall mean all property including, but not limited to, equipment and materials. The term does not include land, the purchase of an interest in land, water or mineral rights, workers’ compensation insurance, benefit insurance for State employees, or property insurance furnished in connection with public printing as defined in Section 24-70-201, 7B C.R.S. (2005) as amended.

“System Acceptance Criteria” and “SAC” shall mean the criteria to be used by the State to determine acceptance of the SCORE system from the Contractor.

“System Availability” shall mean the time during which the SCORE system is available to Agency Authorized Users to access and perform voter registration and election management operations.

“Turnkey” shall mean a type of system that the Contractor shall deliver to the State, which is consistent with the SCORE system requirements and shall be comprised of all components integrated, tested, and certified for immediate use in supporting an

integrated Statewide Voter Registration and Election Management system according to the terms and provisions of this Contract and HAVA, as described in Exhibit A – Statement of Work.

“Work Product” shall mean reports, documents, templates, studies, strategies, operating models, technical architectures, designs, software objects, software programs, source code, object code, specifications, documentation, abstracts and summaries thereof, and other materials which are originated and prepared by the Contractor for the State, either independently or in concert with the State or third parties during the course of the Contractor’s performance under this Contract.

2. STATEMENT OF WORK

The Contractor shall perform the work and provide the deliverables as described in the Statement of Work (“SOW”) a copy of which is attached as Exhibit A and incorporated by reference as if fully set forth herein.

3. ORDER OF PRECEDENCE

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

- A. Colorado Special Provisions and Signature Page, pages 49 through 51 of this Contract.
- B. Contract, pages 1 through 48.
- C. Exhibit A - Statement of Work
- D. Exhibit B - Payment Schedule
- E. Executed Bilateral Change Order Letters or Amendments
- F. Exhibit C - Option to Renew
- G. Exhibits D – J

4. TERM OF CONTRACT

- A. The term of this Contract shall become effective on September 25, 2006, or upon signature of the State Controller or designee, whichever is later and, unless sooner terminated as provided by the terms of this Contract, shall remain in full force or effect for a period of three (3) years from the effective date of this Contract.

- B. The state may require continued performance beyond the term of the Contract at the rates and terms specified in the Contract. The State may exercise this option by delivery of written notice to the Contractor within one hundred-eighty (180) days prior to the end of the current contract term in a form substantially equivalent to the Option Letter template attached as Exhibit C.
- C. If the State exercises this option, the extended Contract will be considered to include this option provision. Each option exercised under this clause shall be for a term of no more than one (1) year. The total duration of this Contract, including the exercise of any options under this clause shall not exceed five (5) years.
- D. The Contractor understands and agrees that the State shall not be liable for payment for work or services or for costs or expenses incurred by the Contractor prior to the proper execution and the State Controller's approval of this Contract.

5. PRICE/COST

- A. In consideration of Contractor's services as described in this Contract, Contractor shall be paid from available encumbered funds as set forth in the Payment and Delivery Schedule, an amount not to exceed nine million, three hundred thirty thousand, two hundred twenty eight dollars and seventy cents (\$9,330,228.70) for the term of the Contract. In no event shall the obligation of the State for the payment of consideration hereunder exceed the total sum of nine million, three hundred thirty thousand, two hundred twenty eight dollars and seventy cents (\$9,330,228.70) unless amended in accordance with applicable state law. This Contract is subject to and contingent upon the continuing availability of funds for the purpose hereof.
- B. Unless otherwise specifically enumerated, the rates outlined in the Payment and Delivery Schedule attached as Exhibit B shall include all fees, costs and expenses, including, but not limited to labor costs, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges, and other expenses.
- C. If the price Contractor pays to purchase third-party hardware or software ("Third-Party Goods") to fulfill its obligations under this Contract is lower than the projected price of goods that Contractor used to develop its price quote for the State, Contractor agrees to provide the State with a discount equal to the difference between the price of the Third-Party Goods that Contractor used to develop its price quote and the price that Contractor actually pays to purchase the goods for delivery to the State.

6. PAYMENT AND DELIVERY SCHEDULE

Approved interim and final payments for Contract deliverables will be made as outlined in Exhibit B - Payment and Delivery Schedule of this Contract.

7. PAYMENT TERMS

- A. Unless otherwise provided, and where appropriate, the State shall establish billing procedures and pay the Contractor the Contract price or rate for services performed and accepted pursuant to the terms of this Contract, based on the submission of statements on forms and in a manner prescribed by the State. Payments pursuant to this Contract shall be made as earned, in whole or in part, from available funds encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds. Incorrect payments to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payment under this Contract or other contracts between the State and the Contractor, or by the State as a debt due to the State.
- B. The State shall make payment in full with respect to each invoice within thirty (30) days of approval by the Steering Committee, in accordance with the Statement of Work and the Payment and Delivery Schedule; provided that the amount invoiced represents goods and/or services which have been accepted by the State and the form of the invoice is acceptable to the State. Uncontested amounts not paid by the State within the thirty (30) days of approval shall bear interest in the unpaid balance beginning with the thirty-first (31) day at a rate of one percent (1%) per month until paid in full. A liability shall not arise if a good faith dispute exists as to the State's obligation to pay all or a portion of the liability. The 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.
- C. The payment for each Deliverable shall be the amount as outlined in the Payment and Delivery Schedule which includes a twenty percent (20%) holdback on payment for each Deliverable, except hardware and third-party software. Upon successful and timely achievement of a key Milestone, as listed below, and in addition to any Delivery payments due under the Milestone, fifty percent (50%) of the holdback accrued under the Milestone will be released. The remaining fifty percent (50%) of the holdback accrued under the Milestone shall be retained by the State until the end of the sixty-day onsite support period. 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 of this Contract.
- D. The four (4) key Milestones, as outlined in the Payment and Delivery Schedule, are as follows:

- (1) Software Customization
 - (2) User Acceptance Testing/Mock Election
 - (3) Pilot County Rollout
 - (4) Statewide rollout
- E. The final payment consisting of the remaining holdback will be made upon acceptance of all deliverables required by the Contract.

8. CHANGES TO CONTRACT

- A. The State may make changes within the general scope of this Contract, at the prices established in the Contract, to include the following: drawings, designs, or specifications developed for State, method of shipping or packing, place of delivery or performance of services. The State shall notify the Contractor in writing of such changes at least thirty (30) days before the changes begin, in a change order letter, in a form mutually acceptable to the parties. Delivery or performance shall continue at the same rate and under the same terms as established in the Contract.
- B. Bilateral changes within the general scope of the Contract, as defined in paragraph A above, may be executed using a change order letter in accordance with the change order process described in the Exhibit A – Statement of Work, and a form substantially equivalent to the sample change order letter attached as Exhibit D for any of the following reasons.
- (1) Where the agreed changes result in no adjustment to the price, delivery schedule, time of performance or other terms and conditions of this Contract. The change order letter shall contain a mutual release of claims for adjustment of price, delivery schedules, or time of performance.
 - (2) Where the changes to the Contract do not modify the Payment Schedule defined in Exhibit B - Payment and Delivery Schedule.
 - (3) Where the changes to the Contract are priced equal to or less than established catalog prices generally extended to the public, or on prices or rates set by law or regulation.
- C. Other bilateral modifications not within the terms of this paragraph must be executed by a formal amendment to the Contract, approved within accordance with state law.

9. INSTALLATION, IMPLEMENTATION AND SUPPORT OF COUNTY HARDWARE

The parties hereby agree that the State may exercise an option for installation,

implementation and support of county hardware at the prices and terms set forth in the County Level Hardware Installation and Support Schedule attached as Exhibit G. The State may exercise this option by written notice to the Contractor within sixty (60) days before the performance of the option is to begin in a form substantially equivalent to the option letter attached as Exhibit C.

10. PERSONNEL

- A. Only designated and State approved Contractor personnel shall work on this Contract. Contractor personnel shall sign non-disclosure statements and pass background checks before they will be allowed to work on this Contract. The Contractor shall be responsible for all associated costs. The State shall provide the appropriate documentation. Mutually agreed upon key personnel shall be assigned to the project as outlined in Exhibit H – Key Personnel. The Contractor shall ensure that such key personnel continue to provide the services and products, required by the State and the Exhibit A – Statement of Work for the duration of this Contract.
- B. A mutually agreed upon individual who will be primarily dedicated to the SCORE project (the “Contractor Project Manager”) will be designated in the Key Personnel as outlined in Exhibit H – Key Personnel. The Contractor Project Manager will be the primary contact with the State in dealing with Contractor under this Contract, and will have overall responsibility for managing and coordinating the delivery of the SCORE system.
- C. Except in the event of resignation, death, disability or termination, Contractor shall notify State in writing at least twenty (20) business days prior to replacing any Contractor Key Personnel. The hiring, replacement, or release of Contractor Key Personnel is subject to prior written approval by the State. In the event of any replacement of Contractor Key Personnel, the replacement individual will have suitable ability and qualifications reasonably acceptable to the State. Contractor shall provide for an appropriate transition (overlap) period for the new individual and use commercially reasonable efforts to minimize any disruption such replacement may cause in the performance of Contractor’s obligations under this Contract.
- D. If the State determines, in good faith and consistent with applicable laws and industry practices, that the continued assignment of any Contractor Key Personnel may not be in the best interests of the State or its success of the project, the State will notify Contractor in writing of its concerns. Promptly after delivery of the notice, the Parties shall consult about the matters stated in the notice and Contractor will either (1) institute mutually agreeable corrective action, or (2) replace the individual within a mutually agreed upon timeframe.

11. SOLICITATION AND EMPLOYMENT OF STATE EMPLOYEES AND INDEPENDENT CONTRACTORS

- A. Neither Contractor nor State shall neither solicit nor hire any employee of the other that the hiring party knows, or should know, has worked directly on or has been affiliated with the SCORE Project in any capacity, during the term of this Contract and for a period of one (1) year after Final SCORE System Acceptance, unless State and Contractor mutually agree to an exception.
- B. The Contractor (and subcontractors or subgrantees permitted under the terms of this Contract) shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent of the Contractor, subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

12. SECURITY CLEARANCE BACKGROUND CHECKS ON CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

The Contractor performing services under this Contract will likely gain access to certain personally identifiable information deemed confidential, (e.g., social security numbers). Therefore, the Parties shall agree to the following:

- A. The Contractor agrees with regard to employees and subcontractors who will work on the project and who will gain access to certain personally identifiable information deemed confidential: 1) to provide copies of all evidence of security clearance background checks on Contractor's employees and subcontractors; 2) to provide copies of all evidence of security clearance background checks for additional or replacement employees; and 3) to provide copies of all evidence of security clearance background checks for additional or replacement subcontractors.
- B. The Contractor must submit required evidence of security clearance background checks within ten (10) business days from execution of this Contract by State, or from the Contractor's addition or replacement of employees and subcontractors on the project. State agrees to review the sufficiency of the security clearance background checks within three (3) business days, from the date of State's receipt of the security clearance background check information from the Contractor. In the event State does not accept the sufficiency of any security clearance background check, the State shall provide written notification to the Contractor, and the Contractor agrees that such employee or subcontractor shall not be eligible to perform the services contemplated for inclusion in this Contract. However, in no event does the receipt of the security clearance background check constitute approval by the State of the individual pursuant to the Personnel Provision of this Contract.

- C. Any employee or subcontractor of the Contractor who will gain access to certain personally identifiable information deemed confidential or proprietary and who has been convicted within the last five (5) years of certain felonies, shall not be authorized to perform any work under this Contract. The enumerated felonies include:
- (1) Theft
 - (2) Robbery
 - (3) Burglary
 - (4) Fraud
 - (5) Forgery
 - (6) Embezzlement
 - (7) Computer Crime
 - (8) Other white-collar or government operations crimes
 - (9) Unlawful possession of controlled or dangerous weapons
 - (10) Assault offenses
 - (11) Any offense involving use of a firearm or dangerous weapon
- D. If, during the Contractor's performance of this Contract, an employee or subcontractor who gains access to certain personally identifiable information deemed confidential is convicted of any of the above enumerated felony offenses or any other offense of moral turpitude, Contractor shall report the final conviction to State. Contractor shall provide this report within forty-eight (48) hours of the date of the final conviction. At the written request of State, the Contractor shall immediately remove the convicted employee or subcontractor.
- E. Contractor's evidence of security clearance background checks, attestation or certification must be marked "Confidential" and mailed to:

Colorado Department of State
Colorado Secretary of State or designee
1700 Broadway, Suite 250
Denver, Colorado 80290

13. CUSTOM REPORTS AND DATA CONVERSION ARTIFACTS

- A. The State shall provide custom report materials created under the previous SCORE project to the Contractor. These reports shall be provided to the contractor for the sole purpose of maximizing project efficiency.
- B. The state shall also provide all available data conversion artifacts to the Contractor. The Contractor agrees to make a good faith effort to utilize the data conversion artifacts. If the Contractor is able to utilize the data conversion artifacts, the Contractor shall deduct the reasonable value of the labor saved in utilizing such artifacts from the interim milestone payment up to a maximum of four thousand seven hundred dollars (\$4,700) per county.

14. STATE-PROVIDED FACILITIES AND ACCESS

- A. The State will supply limited workspace at the State's office located at 1700 Broadway, Suite 250, Denver, Colorado or in another office space located within the same office building at a rate of \$13.00 per square foot. The State will provide the Contractor with approximately 1,000 square feet of office space, telephones and long distance, Internet access, and reasonable work surfaces and chairs as necessary in order for the Contractor to fulfill its obligations as outlined in this Contract.
- B. The Contractor's employees, agents, or subcontractors who will be located at the State-provided facilities are estimated by the parties to be six (6) people. The Contractor shall obtain prior written approval from the State to locate more than ten (10) employees, agents, or subcontractors at the State-provided facilities. The State will provide the Contractor with a limited number of access cards that allow for twenty-four (24) hour access to the premises. Additionally the State will provide the Contractor with reasonable phone service and Internet access for the duration of the Contract.
- C. The Contractor shall be responsible for the cost of any repair or replacement of State property occurring as a result of the Contractor's negligence, improper use, use contrary to manufacturer's instructions or permanent removal by the Contractor, its employees or subcontractors from the State-provided facilities. The Contractor shall notify the State in writing within forty-eight (48) hours of any such damage or loss. The State shall provide a written statement to the Contractor setting forth any costs for repair or replacement. Such costs will be deducted from the subsequent contract payment by the State to the Contractor.
- D. Upon the State's notification to the Contractor of the completion of the SCORE Project or termination of this Contract, whichever occurs sooner, the Contractor, its employees, agents, and/or subcontractors shall, within one (1) calendar day, vacate the State-provided facilities. The Contractor, its employees and/or subcontractors shall surrender to the State any identification cards, keys, and password or access code information. The Contractor shall return all State equipment and any other

State property to the State in good working condition. The Contractor shall ensure that the State-provided facilities are left in broom-clean condition.

- E. Provision by the State to the Contractor of State facilities and access pursuant to this Contract shall in no way serve to invalidate or offset the requirements set forth in the “Independent Contractor” paragraph of the Special Provisions.

15. CONTRACTOR’S COVENANTS, WARRANTIES AND CERTIFICATIONS

As of the effective date of this Contract, Contractor covenants, represents, warrants, and certifies the true statements of fact that follow. Contractor further certifies that the statements of fact shall remain true during the term of this Contract.

- A. Contractor is an Illinois corporation registered and duly organized under the laws of Illinois. Contractor is qualified to do business in the State of Colorado as a foreign corporation. Contractor is in good standing in the State of Illinois and all other states in which it transacts business, including the State of Colorado. Contractor has the requisite power and authority to carry on its corporate business, as presently conducted, and Contractor complies with all laws and regulations governing its activities.
- B. Contractor has not suffered any adverse change in personnel and capabilities since the date of Contractor’s RFP Response. By executing this Contract, Contractor represents that it is capable of performing all of the services and providing all of the deliverables required by the State in the Contract. At time of execution of this Contract, Contractor shall advise State on the loss of any partners, suppliers, or subcontractors since the date of Contractor’s RFP Response.
- C. Contractor is not involved in any litigation or claim with respect to services, including voter registration and election management system services, provided to other clients of Contractor, which would affect Contractor’s ability to perform under this Contract. The term “litigation” includes an assignment for the benefit of creditors, and filings in bankruptcy or foreclosure.
- D. To its knowledge, Contractor is not aware of any threatened litigation or claim, which would affect Contractor’s ability to perform under this Contract. In the event that the Contractor learns of any actual litigation, the Contractor shall, as soon as possible, but no later than five (5) business days after being served with a summons, complaint, or other pleading in a case which directly involves products or services provided by the Contractor to the State under this Contract and which has been filed in any Federal or State court or administrative agency, deliver copies of such documentation to the Colorado Secretary of State. Contractor shall deliver copies of litigation documents to the representatives designated in this Contract.
- E. Contractor warrants for the term of the Contract that the services and deliverables related to the SCORE System shall meet system performance specifications.

Contractor further warrants a successful integration of systems, which shall be evidenced by Final SCORE System Acceptance. Contractor warrants that the software products under this project shall provide a Turnkey System that fully complies with State and HAVA requirements as set forth in Exhibit A – Statement of Work. In addition to the general warranty contained hereinabove, Contractor specifically warrants the following:

- (1) Electus Software and Custom SCORE Software Product Warranty.
 - (a) The Contract specifically warrants the Electus Software and Custom SCORE Software, developed by Contractor or subcontractor(s), shall meet the specifications set forth in this Contract. The Onsite Support Period of the Electus Software and Custom SCORE Software shall commence upon final SCORE System acceptance and continue for a period of sixty (60) days.
 - (b) Contractor warrants that the software being implemented represents the proposed version or the most recent version available. Contractor and State must agree upon any version implemented.
 - (c) Notwithstanding anything herein to the contrary, any issues defined herein below, arising prior to or during the sixty (60) day Onsite Support period shall be covered by this warranty.
 - (d) The following items are covered by the product warranty:
 - i. Any instance where the Colorado installation of the Electus Software does not meet the functional requirements agreed to in the Contract or as described by the most up-to-date copy of the approved requirements document, including change requests;
 - ii. User and system documentation (i.e., training materials, user guides, operations documentation) not matching the requirements documents;
 - iii. Interfaces not working as described in the approved requirements documents; and
 - iv. The implemented system does not meet the agreed upon availability and performance standards pursuant to the system performance specifications.
 - (e) The following items are not covered by the product warranty:
 - i. Any new functional requirements not agreed to in the Contract or described in the most up-to-date version of the approved requirements documents;

- ii. User and system documentation (i.e. training materials, user guides, operations and documentation) updated to include any new functional requirements not agreed to in the Contract or described in the most up-to-date version of the approved requirements documents; or
 - iii. Any portions of the system that have been developed or produced by anyone other than Contractor or Contractor's subcontractors, including those portions of the system that were produced or developed by the State or the State's subcontractors. Also, any product modifications made by anyone other than Contractor or its subcontractors.
- F. In addition to any express and implied warranties provided to the State under law or given under other provisions of this Contract, Contractor hereby expressly warrants that the Services to be performed hereunder will be performed in a professional manner, subject to the supervision and instructions provided by the State, and that all work assigned will be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time Services are provided;
- G. Contractor will strictly adhere to and comply with all applicable Federal, State, and local laws, statutes, regulations, and executive orders, as they currently exist and may be hereafter amended.
- H. Contractor's products, if any, will conform to the generally applicable standards in the industry and Contractor shall use only new standard parts/materials or parts/materials equal in performance to new parts/materials unless otherwise agreed to in writing by the State;
- I. The Services will 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. "Intellectual Property" shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, test results, knowledge, techniques, discoveries, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the Effective Date of this Contract or at any later date;
- J. Contractor is the lawful owner or licensee of all software, hardware, methods, methodologies and any pre-existing Intellectual Property used in the performance of the Services contemplated hereunder and the Contractor has the right to permit State access to or use of such software, hardware, methods, methodologies, and Intellectual Property;

- K. With respect to any Contractor personnel designated as Key Personnel in Exhibit H, the assignment of Contractor personnel to perform the Services will be continued throughout the term of the Contract, except where such personnel are unable to perform, including but not limited to illness, termination of employment, etc.;
- L. Contractor shall assign to State the manufacturers' warranties for materials furnished to the State;
- M. Contractor will screen all employees supplied to the State to ensure that each employee is fully qualified to perform the Services, and if required by law or ordinance, is validly licensed and/or has obtained all requisite permits to perform such Services for State;
- N. All Deliverables provided pursuant to this Contract will interface, integrate and be functionally compatible with and will perform on any and all of State's hardware and software configuration(s) as provided for in the specifications;
- O. All software and hardware Deliverables and any update or revision to any of the software and hardware Deliverables will be free from material defects and substantially meet all specifications set forth in this Contract and any documents referenced herein. Contractor warrants that the Deliverables, as defined in this Contract, will perform the functions substantially as described in this Contract. All equipment and supplies furnished under this Contract shall be free from material defects in materials and workmanship, will be installed properly and in accordance with the manufacturer's recommendations or other industry standards, and provided they are used in accordance with Contractor's instructions and specifications and not otherwise modified, will function in a failure-free manner for a period of three (3) years from the date of installation and acceptance. Contractor will, without charge to the State, correct any defects and make any additions, modifications or adjustments to any of the Deliverables or any update or revision to any software Deliverables as may be necessary to keep the Deliverables in operating order in accordance with specifications at all times in accordance with this Contract and the Statement of Work attached as Exhibit A. Additionally, Contractor agrees to assign to the State all written manufacturers' warranties relating to the hardware and to deliver such written warranties to the State.

16. COMPLIANCE WITH LAWS AND STATE OF COLORADO POLICIES

- A. Contractor shall perform its obligations under this Contract in accordance with all applicable Federal, State, and local laws, rules, and regulations. Contractor shall also comply, and shall require its employees to comply, with all applicable State policies and standards in effect during the performance of this Contract, including but not limited to State policies and standards relating to personal conduct, security, safety, confidentiality, and ethics as outlined in Exhibit F. Contractor's agents,

employees, and subcontractors shall sign and comply with the State's End-User Computing Policy attached in Exhibit F.

- B. Certain equipment, 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 U.S. or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations, including without limitation, (i) local license or permit requirements, (ii) export, import and customs laws and regulations (such as the regulations of the U.S. or any other country) which may apply to certain equipment, software and technical data provided hereunder, and (iii) all applicable foreign corrupt practices acts.
- C. The Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other forms of documentation required in order to comply with all applicable foreign or domestic laws, rules or regulations.
- D. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this Section may be treated by the State as a material breach of this Contract by Contractor.

17. INSPECTIONS AND ACCEPTANCE

- A. The State reserves the right to inspect services and/or goods provided under this Contract at all reasonable times and places during the term of the Contract. "Services" as used in this clause includes all services performed or tangible material produced or delivered in the performance of Services. Contractor shall deliver any Deliverables and/or perform any Services in accordance with the criteria to be developed by the State under this Contract. Unless otherwise agreed to by Contractor and State, Contractor shall provide written notification upon completion of any Deliverables, or other performance of Services, to State ("Delivery Notice"). If any of the Deliverables or other performance of Services do not conform with the Contract requirements, the State may issue a rejection notice and require the Contractor to perform the Services or provide the Deliverable again in conformity with the Contract requirements, at no additional cost to the State.
- B. The State shall have ten (10) days from the date of receipt of the Deliverables to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance. Acceptance by the State may only be accomplished by an affirmative act on the part of the State pursuant to this section and the failure of the State to issue an acceptance or rejection notice shall not be deemed an acceptance of the Deliverables or Services or any portion thereof. State shall not unreasonably withhold or delay such acceptance or rejection. If the State's failure to timely accept or reject a Deliverable materially impacts the project schedule, appropriate adjustments shall be made in the payment and delivery schedule. When defects in the quality or quantity of Deliverables or Services cannot be corrected by

re-performance, the State may (1) require the Contractor to take necessary action to ensure that the future performance conforms to Contract requirements and (2) equitably reduce the payment due to the Contractor to reflect the reduced value of the Deliverable or Services provided. These remedies in no way limit the remedies available to the State in the termination provisions of this Contract, or remedies otherwise available at law.

18. COOPERATION AND TRANSITION OF SERVICE

- A. In the event that the State has entered into or enters into agreements with other contractors or government institutions for additional work related to the Services provided hereunder, the Contractor agrees to cooperate fully with such other parties.
- B. Upon expiration or earlier termination of this Contract or any Services provided hereunder, Contractor shall accomplish a complete transition of the Services including architecture, licenses, software, database, application development tools, application testing, system support, training, and help desk from Contractor to the State, or to any replacement provider designated by the State, without any interruption of or adverse impact on the Services or any other services provided by third parties. Contractor shall cooperate fully with the State or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder.
- C. Contractor shall not commit any acts that will interfere with the work performed by any third party as set forth herein.
- D. The system integrator will provide independent certifications for each of the system components/products that verify that the product has properly been installed in the system and is operating in accordance with the manufacturer's instructions.

19. DELIVERY OF INTELLECTUAL PROPERTY

- A. Within ten (10) days of the effective date of this contract, Contractor will provide the State with a copy of the source code for all software, DLLs, compilers, Data Base Schema, triggers, Data Base embedded software, firmware and any other materials incorporated into the baseline SCORE system.
- B. Within ten (10) days after Contractor completes a pilot version of the SCORE system customized to meet the requirements of this Contract, Contractor will provide the State with copies of the source code for all software, DLLs, compilers, Data Base Schema, triggers, Data Base embedded software, firmware and any other materials incorporated into the pilot version of the SCORE system.

- C. At a minimum, every ninety (90) days after Contractor delivers to the State the materials described in subparagraph B above, at each key iteration as outlined in the Project Plan, or upon reasonable request from the State, Contractor will provide the State with any maintenance modifications, updates, upgrades, new releases, and documentation related to the materials created and developed after Contractor's most recent delivery of source code to the State.
- D. Upon Final SCORE System Acceptance, Contractor will provide the State with a copy of the source code for the completed SCORE system.
- E. All source code that Contractor delivers to the State pursuant to this section will be fully functional, and delivered on a CD in a format that a knowledgeable technician of the State can compile into an operable version. All source code delivered pursuant to this section will be delivered with sufficient documentation to allow a technician to compile and operate the software.
- F. Upon Final SCORE System Acceptance, the State shall have the intellectual property rights described in the Intellectual Property Rights provision of this Contract in all materials that Contractors delivers to the State pursuant to this section. Upon the occurrence of any one of the following events, Contractor grants the State the same license and rights to use the materials delivered pursuant to this section that the State would otherwise have upon Final SCORE System Acceptance, including the right to use the materials and to create updates and derivative works as necessary to complete Contractor's obligations under this Contract:
 - (1) Contractor agrees in writing that the state may exercise the rights granted under this subparagraph; or
 - (2) Contractor ceases to do business and no successor shall have agreed to assume the Contractor's obligations to the State/Licensee; or
 - (3) The State properly terminates this Contract for cause; or
 - (4) Contractor files for liquidation under the U.S. Bankruptcy Code, or files for reorganization under the U.S. Bankruptcy code and does not remain debtor in possession.

20. SYSTEM DOCUMENTATION

Unless otherwise specified, system documentation for the SCORE system shall be delivered in accordance with the following standards:

A. Baseline SCORE system Software.

- (1) Baseline SCORE system Software Source Code, delivered to the State pursuant to the Delivery of Intellectual Property provision of this Contract, shall contain internal documentation such that a person reasonably proficient in the use of the programming language can efficiently use the documentation to understand the

program structure, control techniques, and error processing logic in order to maintain the Source Code. All system documentation delivered to the State pursuant to the Delivery of Intellectual Property provision of this Contract, shall be inventoried and configured in such a way as to allow the State to utilize the materials without Contractor support.

- (2) System documentation shall include comments and documentation and will be complete and capable of compilation by a knowledgeable technician of the CDOS into an operable version.
- (3) System documentation shall include technical architecture design, requirements analysis, detail design, testing and an installation and configuration guide.
- (4) A User manual describing how a user can utilize all the functions within the baseline SCORE system shall be delivered upon system implementation and maintained per the annual maintenance agreement.
- (5) An Operations manual describing how a data center will maintain and operate the baseline SCORE system shall be delivered upon system implementation and maintained per the annual maintenance agreement.

B. Custom SCORE Software.

- (1) Custom SCORE Software Source Code shall contain internal documentation such that a person reasonably proficient in the use of the programming language can efficiently use the documentation to understand the program structure, control techniques, and error processing logic in order to maintain the Source Code.
- (2) System documentation shall include comments and documentation and will be complete and capable of compilation by a knowledgeable technician of the CDOS into an operable version.
- (3) System documentation shall include technical architecture design, requirements analysis, detail design, testing and an installation and configuration guide, all of which are included as Deliverables in Exhibit A – Statement of Work.
- (4) A User manual describing how a user can utilize all the functions within the SCORE system shall be delivered upon system implementation.
- (5) An Operations manual describing how the SCORE data center will maintain and operate the Custom SCORE Software shall be delivered upon system implementation.

21. SOFTWARE MAINTENANCE

A. Electus Software Maintenance

- (1) Notwithstanding any other provisions contained in this Contract, annual maintenance shall commence upon completion and acceptance of Implementation Rollout.

(2) Contractor further agrees that on maintenance-related issues:

- (a) Contractor shall be the Single Point of Contact.
- (b) Maintenance services shall continue throughout the length of the maintenance period, regardless of the solvency of any subcontractors or third party vendors utilized by Contractor to provide such services.
- (c) When State and Contractor determine the necessity for the Contractor to perform on-site configuration and software installation, the State and Contractor will follow the guidelines set forth in the Maintenance and Support Plan.
- (d) Resolution of any maintenance issue shall be coordinated with State.

B. Custom SCORE Software Maintenance

(1) Notwithstanding any other provisions contained in this Contract, maintenance of the Custom SCORE Software shall become the responsibility of State upon completion of the Maintenance and Support Period.

(2) Contractor further agrees that on maintenance-related issues:

- (a) At State's direction, Contractor will perform maintenance of the Custom SCORE software as part of Maintenance and Support Period. The State and Contractor will follow the guidelines set forth in the Maintenance and Support Plan.
- (b) Prioritization and completion of Custom Score Software Maintenance activities shall be coordinated with State in accordance with the Maintenance and Support Plan, within the fixed level of support effort agreed to as part of this Contract, or as adjusted as part of a Contract Amendment.
- (c) Resolution of any maintenance issue shall be coordinated with State.

22. INTELLECTUAL PROPERTY RIGHTS

- A. Electus Software, reports data, manuals, or other documents, drawings, or other materials ("Electus Software") prepared by Contractor in the performance of its obligations under this Contract and that become part of the commercially available Electus Software, shall be the exclusive property of the Contractor and may be reused by the Contractor. The Contractor shall retain exclusive right to resell or license the Electus Software to other entities.
- B. Materials (including but not limited to custom SCORE software, reports, data or documents) prepared or developed exclusively for the State by the Contractor pursuant to this Contract, shall be deemed to be a work for hire, and shall be the

exclusive property of the State and not part of the commercially available Electus Software.

- C. Any software, reports, data, manuals, or other documents, drawings or materials (“Works”) prepared independently by the Contractor but used in performance of its obligations under this Contract shall be subject to and the Contractor hereby grants an irrevocable, nonexclusive, perpetual, paid-up, transferable license to the State to use, and permit others to use for the purposes of creating, maintaining, and operating the SCORE system for use in statewide voter registration and election management by the State and Agency Authorized Users within Colorado. All third party COTS software delivered to the State pursuant to this Contract shall be provided to the State subject to the third party’s standard licensing agreement. The use rights described in this paragraph shall include but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the Works only for the express purpose of creating, maintaining, and operating the SCORE system for use in statewide voter registration and election management by the State and Agency Authorized Users within Colorado.

- D. The State does not grant any licenses to the Contractor to use any Works made for hire or Intellectual Property that become the exclusive property of the State pursuant to paragraph 22. B. The Contractor agrees that it will not provide to its other clients and customers, nor use in any way in the course of later engagements, the works made for hire and Intellectual Property that become the exclusive property of the State pursuant to paragraph 22. B without the express written consent of the State. As used in this paragraph 22, “Intellectual Property” shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, test results, knowledge, techniques, discoveries, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the Effective Date or any later date.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

- A. Contractor shall defend, at its sole expense, any claim(s) or suit(s) brought against the State alleging that the use by the State of the product(s), or any part thereof, supplied by Contractor under this agreement constitutes infringement of any patent, copyright, trademark, or other proprietary rights, provided that the State gives the Contractor written notice within twenty (20) days from receipt by the State of such notice of such claim or suit, provides reasonable assistance and cooperation to the Contractor in connection with such action, and the Contractor has sole authority to defend or settle the claim. Contractor shall consult with the State regarding such defense and the State may, at its sole discretion and expense, participate in any defense. Should the State not choose to participate, Contractor shall keep the State advised of any settlement or defense. The Services 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.

- B. The Contractor shall have liability for all such claims or suits, except as expressly provided herein, and shall indemnify the State for all liability incurred by the State as a result of such infringement. The Contractor shall pay all reasonable out-of-pocket costs and expenses, and damages finally awarded by a court of competent jurisdiction, and awarded or agreed to by the Contractor regarding such claims or suits.
- C. If the product(s) or any part thereof become the subject of any claim, suit, or proceeding for infringement of any patent, trademark, or copyright, or if the sub-license or use of the product(s), or any part thereof is enjoined, Contractor, after consultation with the State shall do one of the following at the Contractor's expense: (i) produce for the State the right under such patent, trademark, or copyright to use or sub-license as appropriate, the product(s) or such part thereof; (ii) replace the product(s), or part thereof with other suitable products or parts conforming to the original license and State specifications; or (iii) suitably modify the product(s), or part thereof. Except as otherwise expressly provided herein, the Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.
- D. The Contractor shall have no obligation to defend against or to pay any costs, damages, or attorney's fees with respect to any claim based upon: (i) the use of an altered release if the Contractor had not consented to the alteration; or (ii) the combination, operation, or use of the product(s) with programs or data which were not furnished by the Contractor, if such infringement would have been avoided if the programs or data furnished by persons or entities other than the Contractor had not been combined, operated or used with the product(s); or (iii) the use of product(s) on or in connection with equipment or software not permitted under this Contract if such infringement would have been avoided by not using the product(s) on or in connection with such other equipment or software.
- E. If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Colorado Tort Claims Fund Act (the "Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Colorado and the terms of the Fund, the Contractor and its insured waive any right of subrogation against the State of Colorado, the Indemnities and the Fund and insurers participating thereunder, to the full extent of this indemnification.

24. RIGHTS IN DATA AND COPYRIGHT – FEDERAL RESERVED RIGHTS

- A. Except for its own internal use, the Contractor/grantee shall not publish or reproduce any data/information, in whole or part, that is recorded in any form or

medium whatsoever and that is delivered or specified to be delivered under this Contract, nor may it authorize or permit others to do so, without the written consent of the federal government, through the State, until such time as the federal government may have released such information/data to the public.

- B. As authorized by 49 C.F.R. 18.34, the federal government, through the State, reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize the State and others to use: (a) any work developed under this Contract or a resulting third party contract irrespective of whether or not it is copyrighted; and (b) any rights of copyright which the Contractor/grantee, sub-recipient, or any third party contractor purchases ownership with federal assistance.

25. CONTRACTOR RELATIONSHIP WITH AGENCY AUTHORIZED USERS

- A. The Contractor must perform the required work to enable transition of data from the Agency Authorized Users' existing legacy system to the new environment without any loss or degradation, unless mutually agreed to by the State and the Contractor. "Loss or degradation", relating to transition of data, refers to the quantity and quality of the data selected for transition from Agency Authorized Users' existing legacy systems to the new environment developed by the Contractor.
- B. The Contractor shall cooperate with Agency Authorized Users in the integration of the Contractor's work with work, materials, and equipment supplied by Agency Authorized Users. The Contractor shall promptly notify the State if the Contractor determines that an act or omission of an Agency Authorized User will delay or otherwise impair the provision of services.
- C. If an Agency Authorized User notifies the State that it does not in good faith believe the Contractor standards, methodologies or procedures are reasonable in the industry or appropriate in the particular situation, then the State shall so notify the Contractor and the Parties shall seek to establish mutually acceptable alternative arrangements.

26. STOP WORK ORDERS

- A. The State at any time by written order may require Contractor to stop all or any part of the work called for by this Contract. Stop work orders shall include a clear description of the work to be suspended. If an extension of the stop work order becomes necessary, such stop-work order must be evidenced by a supplemental agreement as soon as feasible after issuance of the original stop-work order.
- B. The stop-work order shall be for a specified period and shall be identified specifically as a stop-work order issued pursuant to this paragraph. Upon receipt of a stop-work order, Contractor shall take all reasonable steps to minimize incurring

additional costs allocable to the work covered by the stop-work order. Before the stop-work order expires, or is legally extended, the State either shall:

- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by such stop work order, or
 - (3) Terminate the Contract.
- C. Contractor shall have the right to resume work following cancellation of a stop-work order. An appropriate adjustment shall be made in the delivery schedule, the payment schedule, Contract price, or any combination of these adjustments, and the Contract shall be modified by a change order letter or written amendment under the conditions as follows:
- (1) Stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) Contractor asserts a claim for such an adjustment within thirty (30) calendar days after the end of the period of work stoppage.
- D. If the work covered by a stop-work order is terminated for default or convenience, the reasonable costs resulting from the stop-work order shall be allowed by adjustment or otherwise. Such adjustment shall be in accordance with the Price Adjustment Clause of this Contract.

27. TERMINATION FOR CAUSE/DEFAULT

- A. If through any cause, the Contractor shall fail to perform in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract for cause. The State shall notify Contractor of the Contractor's unsatisfactory performance of any term or condition of this Contract by giving the Contractor written notice of the specific obligation that the Contractor had performed unsatisfactorily. The Contractor shall, within thirty (30) days from receipt of such notice, cure such unsatisfactory performance. If the Contractor fails to cure its unsatisfactory performance within such thirty (30) day period, the State may, within its sole discretion, either extend the period within which the Contractor may cure its performance by providing written notice of the specific extension period to the Contractor, or immediately terminate this Contract by providing written notice of termination to the Contractor.
- B. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become State property, and the Contractor shall be entitled to receive just and

equitable compensation for any services and goods delivered and accepted by the State. This provision shall in no way limit other remedies available to the State in this Contract, or remedies otherwise available at law.

- C. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of this Contract by the Contractor, and the State may withhold any payment to the Contractor for the purpose of mitigating its damages until such time as the exact amount of damages due to the State from the Contractor is determined.
- D. The State may immediately terminate this Contract by providing written notice of termination to the Contractor if the Contractor's representative furnished any statement, representation, warranty, or certification in connection with the solicitation or award of this Contract which is materially false, or deceptive. The State will not be liable for any costs incurred by the Contractor if termination is for any of these causes.
- E. If after such termination it is determined, for any reason, that the Contractor was not in default, or that the Contractor's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described herein.

28. FORCE MAJEURE

- A. Neither Contractor nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this Contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure".
- B. As used in this Contract "force majeure" means fire, explosion, acts of the elements, strike, interruption of transportation, government interference, rationing, court action, illegality, terrorism, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the part affected. The existence of such causes of delay or failure shall extend the period of performance to such extent as may be necessary to enable the complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed. Nothing in this paragraph shall prevent the State from recovering its requirements from another vendor during the period of delay.

29. TERMINATION FOR CONVENIENCE

- A. The State may, in its discretion, terminate the Contract in whole or in part, at any time that the State determines that the purposes of the distribution of State moneys under this Contract would no longer be served by completion of the project. The

State shall effect such termination by giving written notice of the termination to the Contractor and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, and reports or other materials prepared by the Contractor under this Contract shall, at the option of the State be delivered by the Contractor to the State and shall, upon payment of sums due the Contractor under this termination provision, become the State's property. The Contractor shall be entitled to just and equitable compensation for any satisfactory services and goods delivered. The Contractor shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination, the Contractor shall stop work to the extent specified.

- B. If this Contract is terminated by the State as specified herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the service satisfactorily performed bear to the total service of the Contractor covered by this Contract, less payments of compensation previously made, provided however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expense (not otherwise reimbursed under this Contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. In no event shall reimbursement under this clause exceed the Contract amount. If this Contract is terminated for cause or due to the fault of the Contractor, the termination for cause provision shall apply.

30. REMEDIES

- A. In addition to any other remedies provided for in this Contract, and without limiting its remedies otherwise available at law, State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties or obligations under this Contract. Substantial failure to satisfy or perform the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:
- (1) Suspend the Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
 - (2) Withhold payments to the Contractor until the necessary services or corrections in performance are satisfactorily completed and/or acceptable goods are provided; and/or
 - (3) Deny payment for those services or obligations that have not been performed and/or goods that have not been provided and which due to circumstances caused by the Contractor cannot be performed, or if performed, would be of

no value to the State. Denial of the amount of payment must be reasonable related to the value of the work or performance lost to the State; and/or

- (4) Request removal from work on this Contract of employees, agents, or subcontractors of the Contractor working on the SCORE Project whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this Contract the State deems to be contrary to the public's interest or not in the best interest of the State's, and/or;
 - (5) Terminate this Contract for default.
- B. The above remedies are cumulative and State, in its sole discretion, may exercise any or all of them individually or simultaneously.

31. DAILY LATE FEES

- A. In the event the Contractor fails to achieve any of the key Milestones on time, the State may impose a late fee of one percent (1%) of the Milestone payment accrued to date, per calendar day as outlined in the Payment and Delivery Schedule attached as Exhibit B. The Contractor shall have five (5) business days to cure late achievement of a key Milestone before such fees are imposed.
- B. Daily late fees imposed pursuant to this Article shall accrue from the date set for cure until Contractor delivers the full key Milestone. Such late fees shall not exceed the full aggregate Milestone payment.
- C. To the extent that the Contractor's delay or nonperformance is excused under the terms of this Contract, the State will not impose daily late fees. The State may waive any fees imposed pursuant to this provision at its discretion or upon written request from the Contractor.
- D. The four (4) key Milestones, as outlined in the Payment and Delivery Schedule are as follows:
 - (1) Software Customization
 - (2) User Acceptance Testing/Mock Election
 - (3) Pilot County Rollout
 - (4) Statewide Rollout

32. LIQUIDATED DAMAGES

- A. When the Contractor is given notice of delay or nonperformance and fails to cure in the time specified, and the State terminates this Contract for cause/default as a

result, in addition to damages to compensate the State for the costs it has incurred prior to termination for project management, independent verification and validation, and all other out-of-pocket costs (the State's "Costs"), the Contractor shall be liable for liquidated damages.

- (1) In the event that the State provides notice to the Contractor of such failure to perform before the key Milestone of Software Customization is reached, the Contractor shall be liable for one million, three hundred sixty eight thousand, three hundred and twenty four dollars (\$1,368,324) in liquidated damages.
 - (2) In the event that the State provides notice to the Contractor of such failure to perform after the key Milestone of Software Customization is reached, but before the key Milestone of User Acceptance Testing/Mock Election is reached, the Contractor shall be liable for two million, two hundred eighty nine thousand, seven hundred and eight dollars (\$2,289,708) in liquidated damages.
 - (3) In the event that the State provides notice to the Contractor of such failure to perform after the key Milestone of User Acceptance Testing/Mock Election is reached, but before the key Milestone of Pilot County Rollout is reached, the Contractor shall be liable for three million, forty six thousand and sixty eight dollars (\$3,046,068) in liquidated damages.
 - (4) In the event that the State provides notice to the Contractor of such failure to perform after the key Milestone of Pilot County Rollout is reached, but before the key Milestone of the Statewide Rollout is reached, the Contractor shall be liable for four million, five hundred and eighty four thousand dollars (\$4,584,000) in liquidated damages.
- B. To the extent that the Contractor's delay or nonperformance is excused under the terms of this Contract, liquidated damages shall not be due to the State. Contractor shall not be liable to the State for any damages caused by the failure of State or its agents or other State contractors to perform as required under this Contract.
- C. 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 lost opportunity costs and additional efficiencies that would have attended on-time completion of performance.
- D. If the State becomes entitled to damages resulting from the termination of this Contract for cause/default, the amount of all such damages shall not exceed one hundred and fifty percent of the value of the services completed to the date of termination plus State's Costs. Assessment of liquidated damages shall not be exclusive or in any way limit the State's ability to recover its Costs.

33. BEST INDUSTRY PRACTICES

The Contractor and the State shall conduct Project activities in a manner that follows industry recognized best practices. Examples of such practices include:

- A. Strong Contractor and State Executive Leadership so that business needs are met, stakeholders are aware of executive commitment to the Project, and oversight and direction are provided when needed.
- B. Strong Contractor and State Project Management so that plans and processes are in place to accomplish day-to-day project activities in a uniform, quality and efficient manner.
- C. The Contractor shall follow an established plan, as outlined in the Statement of Work, to identify, assess, manage and mitigate Project risks.
- D. The Contractor shall follow an established plan, as outlined in the Statement of Work, to help ensure quality and success in the areas of budgetary control, schedule control, change control, issue resolution, change management, quality assurance, conversion, testing, and training.
- E. Software development adheres to vendor (vendors of compilers, databases, etc.) guidelines and recommendations.
- F. Contractor follows industry acceptable standards to address security during all phases of the project as set forth in the Contract as amended.
- G. Project staff possesses project-required experience and follow professional standards of conduct.
- H. Contractor employs PMBOK techniques to help accomplish Project objectives.

34. PRIME CONTRACTOR AND SUBCONTRACTORS

- A. Contractor shall assume all responsibility for the delivery and quality of the products and services provided by this Contract, regardless of whether or not the Contractor hires subcontractors.
- B. Contractor shall not subcontract the performance of any part of Contractor's duties under this Contract without the prior written consent of the State prior to initiating the subcontract, and such consent shall not be unreasonably withheld or delayed. Contractor shall send written requests to the State a minimum of ten (10) days in advance for prior approval of any subcontractor. For purposes of this provision, the Subcontractors and teaming partners identified in shall be deemed approved by the State.

- C. Subcontracts permitted by State shall be subject to the requirements of this Contract, and Contractor shall be responsible for all subcontracting arrangements and the delivery of services as set forth in this Contract. Contractor shall be responsible for the performance of any subcontractor. Failure of the subcontractor to provide services in accordance with the requirements of this Contract shall be the responsibility of Contractor.
- D. Contractor agrees that any subcontract for services resulting from Contractor's performance under the terms and conditions of this Contract, if required by State, shall include a provision requiring the subcontractor to abide by the terms and conditions of this Contract, as well as all other applicable federal and state laws, and rules and regulations pertinent to this Contract that have been or may be established.
- E. Contractor further agrees that all subcontracts for services shall include a provision that the subcontractor shall indemnify and hold harmless the State, the Agency Authorized Users, and their officers, employees, and agents, from and against any claims, lawsuits, liability demands, damages, losses, or expenses that are attributable to subcontractor's performance in support of this Contract.
- F. Contractor shall remain responsible for obligations under this Contract performed by any subcontractors to the same extent as if Contractor's employees performed such obligations. Contractor shall be ultimately responsible for the timely performance and completion of any subcontracted work. Contractor also shall be ultimately responsible for the installation of any hardware and software delivered by a subcontractor. Contractor further warrants all parts and labor performed by any subcontractor or other third party who performs work on behalf of the Contractor under the warranty obligations contained in this Contract.
- G. Contractor will remain responsible for obligations under this Contract performed by any subcontractor to the same extent as if Contractor's employees performed such obligations. Contractor will remain State's sole point of contact regarding the services provided under this Contract.

35. LIMITATION OF STATE LIABILITY

Notwithstanding anything herein to the contrary, no term or condition shall be deemed a waiver of any provision of the "Colorado Governmental Immunity Act, 24-10-101, *et seq.*, C.R.S., as amended ("Immunity Act"), nor of the Risk Management self-insurance statutes at 24-30-1501, *et seq.*, C.R.S., as amended ("Risk Management Act"). The parties understand and agree that the liability of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Immunity Act and the Risk Management Act. Any provision of this Contract, whether or not incorporated herein by reference, shall be controlled, limited, and modified so as to limit any liability of the State to the above cited laws. In no event will the State be liable for any special, indirect, or consequential damages, even if the State has been advised of the possibility thereof.

36. MAINTENANCE OF RECORDS

The contractor shall maintain a complete file of all records, documents, communications, and other written materials which pertain to the operation of programs or the delivery of services under this Contract, and shall maintain such records for a period of three (3) years after the date of termination of this Contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. All such records, documents, communications, and other materials shall be the property of the State, and shall be maintained by the Contractor in a mutually agreed upon central location and the Contractor shall be custodial on behalf of the State.

37. AUDIT, INSPECTION OF RECORDS AND MONITORING

- A. The Contractor shall permit the State, the U.S. Election Assistance Commission, U.S. Department of Justice, U.S. General Accounting Office, U.S. General Service Commission or any other duly authorized governmental agent or agency, to audit, inspect, examine, excerpt, copy and/or transcribe the Contractor's records during the term of this Contract and for a period of three (3) years following the termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit these same described entities to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of internal evaluation procedures, examination of program data, special analysis, on-site check, or any other reasonable procedures.
- B. The Contractor will work closely with the State acquired IV&V Vendor. The Contractor shall reasonably integrate the IV&V Vendor into the project team and involve the IV&V Vendor in project activities including the generation of deliverable expectations documents, review and feedback related to deliverables, requirements tracking, risk management, status meetings, design sessions, issue resolution, project metrics reviews, work plan reviews, and change control.

38. HOLDOVER

In the event that the State desires to continue the services and a replacement contract has not been fully executed by the ending term date of this Contract, this Contract may be extended unilaterally by the State for a period of up to three (3) months upon written notice to the Contractor under the same terms and condition of the original Contract, including but not limited to prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.

39. FISCAL FUNDING

- A. The parties understand and agree that this Contract is contingent upon the continuing availability of funds as provided in the second paragraph (2) of the Special Provisions hereinafter set forth, and that the State is prohibited by law from making fiscal commitments beyond the term of its current fiscal period. The State may terminate this Contract as provided in the following paragraphs.
- B. The State has reason to believe that sufficient funds will be available for the full term of the Contract. Where, for reasons beyond the State's control, its funding entity does not allocate funds for any fiscal period beyond the one in which this Contract is entered into, where the State has exhausted all efforts to obtain funds legally available for future fiscal periods, and the State's failure to obtain funds does not result from any act or failure to act on the part of the State, this Contract shall be terminated without penalty and the State will not be obligated to make the payments remaining beyond the State's then current fiscal period, nor any penalty therefore. In that event, the State shall notify the Contractor in writing of such non-allocation of funds thirty (30) days prior to the effective date of termination.
- C. To supplement the provisions of Special Provisions paragraph 2 of this Contract regarding fund availability, and to make certain the understanding of the parties that this Contract will extend beyond the current fiscal year, the State and the Contractor understand and agree that the obligation of the State to pay the annual charges hereunder constitutes a current expense of the State payable exclusively from the State's funds and shall not in any way be construed to be a general obligation of indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provisions of sections 1, 2, 3, 4, or 5 of Article XI, Section 20 of Article X, of the Colorado Constitution or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither the State, nor the Contractor acting on the State's behalf, has pledged the full faith and credit of the State or any agency or department thereof to the payment of the charges due under this Contract

40. FEDERAL FUNDING

This Contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds that have been provided to the State under HAVA for the purpose of implementing a centralized statewide voter registration and election management system, and therefore, the Contractor expressly understands and agrees that all its rights, demands, and claims to the compensation arising under this Contract are contingent upon the continuing availability of such funds. In the event that such funds or any part thereof are no longer available to the State for this purpose, the State may immediately terminate this Contract without liability, including liability for termination costs.

41. REPRESENTATIVES AND NOTICE

- A. Representatives. For purposes of this Contract, the individuals identified below are hereby designated representatives of the respective Parties. Either party may from time to time designate in writing new or substitute representatives.
- B. Authority. With respect to the representative of the State, such individual shall have the authority to inspect and reject services, approve invoices for payment, and act otherwise for the State, and may delegate such authority to substitute representatives. With respect to formal contract amendments to or termination of this Contract, only the Secretary of State or the Deputy Secretary of State is authorized to act on behalf of the State.
- C. All notices required to be given under this Contract shall be hand delivered or sent by certified or registered mail to the individuals at the addresses set forth below, or to any such other address that the parties may specify in writing from time to time. Any such notice shall be deemed to have been received when delivered, if delivered in person, or five days subsequent to mailing.

If to the State:

With a copy to:

Colorado Department of State
 Colorado Secretary of State or designee
 1700 Broadway, Suite 250
 Denver, CO 80290

Colorado Department of State
 Chief Information Officer or designee
 1700 Broadway, Suite 350
 Denver, CO 80290

Phone: 303-894-2200
 Fax: 303-869-4860

Phone: 303-894-2200
 Fax: 303-869-4878

If to the Contractor:

With a copy to:

Saber Software, Inc.
 Attn: Nitin Khanna
 1800 SW First Avenue, Suite 350
 Portland, OR 97201

Saber Software, Inc
 Attn: Theresa Knox
 1800 SW First Avenue, Suite 350
 Portland, OR 97201

Phone: 503-228-0775
 Fax: 503-228-0766
 Email: nkhanha@sabercorp.com

Phone: 503-566-7095 ext. 350
 Fax: 503-566-7041
 Email: tknox@sabercorp.com

42. VENUE

Contractor agrees that any action between the parties for claims concerning this Contract shall be in the City and County of Denver.

43. TIME IS OF THE ESSENCE

Time is of the essence with regard to performance of any Services under this Contract, unless the parties agree otherwise in writing.

44. MODIFICATION AND AMENDMENT

This Contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations, and mutually agreed to by the parties in accordance with the Contract. No modification of this Contract shall be effective unless agreed to in writing by both Parties in an amendment to this Contract that is properly executed and approved in accordance with applicable state law.

45. LEGAL AUTHORITY

The Contractor warrants 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 law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract and to bind the Contractor to its terms. The person(s) executing this Contract on behalf of the Contractor warrant(s) that such person(s) have full authorization to execute this Contract. Saber Software, Inc. Board of Directors Resolution is attached as Exhibit I.

46. INTEGRATION OF UNDERSTANDING

This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved pursuant to State Fiscal Rules.

47. THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any third persons. It is the express intention of the State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

48. STANDARD INSURANCE REQUIREMENTS

- A. The Contractor shall obtain, and maintain at all times during the term of this Contract, insurance in the following kinds and amounts:
- (1) Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of the Contractor's employees acting within the course and scope of their employment.
 - (2) Commercial General Liability Insurance as 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:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 on any one fire.
 - (3) 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 limits and furnish the State with a certificate or other document satisfactory to the State showing compliance with this provision.
 - (4) 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.
 - (5) Professional Liability Insurance with minimum liability limits of not less than \$1,000,000.
- B. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability insurance policies. Coverage required of the Contract will be primary over any insurance or self-insurance programs carried by the State of Colorado.
- C. The insurance shall include provisions preventing cancellation or non-renewal without at least forty-five (45) days prior notice to the State by certified mail.
- D. The Contractor will require all insurance policies in any way related to the Contract, and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.
- F. The Contractor shall provide certificate showing insurance coverage required by this Contract to the State within seven (7) business days from the effective date of this Contract, but in no event later than fifteen (15) days prior to the commencement of services or delivery under the Contract. No later than fifteen (15) days prior to the expiration date of any such coverage, the Contractor shall deliver to the State certificates of insurance evidencing renewals thereof. At any time during the term of this Contract, the State may request in writing, and the Contractor shall thereupon within ten (10) days, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

49. ASSIGNMENT

The Contractor agrees not to assign rights or delegate duties under this Contract, or subcontract any part of the performance required under the Contract, without the express, written consent of the State, which shall not be unreasonably withheld. Such consent may include, at the State's sole discretion: 1) the execution by the State, the Contractor and the Assignee of a Novation Agreement in a form prescribed by the State, which Novation Agreement will become effective upon State approval or 2) verification by the State of the assignment. Except as herein otherwise provided, this Contract shall inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns. This provision shall not be construed to prohibit assignments of the right to payment to the extent permitted by section 4-9-318, C.R.S., provided that written notice of assignment of payment adequate to identify the rights assigned is received by the controller for the agency, department, or institution executing this Contract. Such assignment shall not be deemed valid until received by such controller – as distinguished from the State Controller – at the address provided in the Representatives and Notice provision of this Contract. The Contractor assumes the risk that such written notice of assignment is received by the controller for the agency, department, or institution involved.

50. TAX EXEMPT STATUS

It is hereby recognized and acknowledged by the Contractor that the State of Colorado is tax-exempt and is not liable for any sales, use, excise, property or other taxes imposed by any federal, state, or local government tax authority. The State of Colorado's FEIN number is 840644739. The State of Colorado tax exemption number is 98-15059. The state is also not liable for any taxes of the Contractor for franchise or related to the income of the Contractor. No taxes of any kind shall be charged to the State.

51. WAIVER

Any breach, default, or failure to perform any term or condition of this Contract shall not be deemed waived or released by a party's silence, and any such waiver or release shall

not be effective unless made in writing by an authorized representative of the party making the waiver. The waiver of any term or provision of this Contract shall not constitute waiver of a future breach, default or failure to perform for the waived term or provision, unless expressly provided in the written waiver. The waiver of any term or provision of this Contract shall not constitute waiver of any other term or provision of this Contract not specifically addressed in the written waiver.

52. SEVERABILITY

To the extent that this Contract may be executed and performance of the obligation of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

53. SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything in this Contract to the contrary, the parties understand and agree that all terms and conditions of this Contract which may require continued performance, compliance, or effect beyond the termination date of the Contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of failure to perform or comply by the Contractor.

54. CONFIDENTIALITY

The Contractor acknowledges that it may come into contact with confidential information contained in the records of the State. The Contractor shall provide and maintain a secure environment that ensures confidentiality. The confidentiality of all information will be respected, and no confidential information shall be distributed or sold to any third party nor used by the Contractor or the Contractor's assignees and/or subcontractors in any way except as authorized by this Contract. Confidential information shall not be retained in any files or otherwise by the Contractor. Disclosure of such information may be cause for legal action against the Contractor. Defense of any such action shall be the sole responsibility of the Contractor. If the Contractor receives a subpoena or other valid request, issued under the auspices of an administrative or judicial authority, demanding the State's confidential information, the Contractor shall notify the State within five (5) business days of such receipt.

55. CONFIDENTIALITY OF RECORDS

The Contractor is hereby designated an agent of the State for the purposes of the confidentiality requirements of Title 1, CRS. In the event the Contractor shall obtain access to any records or files of the State in connection with this agreement, or in connection with the performance of its obligations under this agreement, the Contractor

shall keep such records and information confidential and shall comply with Title 1, C.R.S., and all other laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State. The Contractor shall notify its employees, agents and subcontractors that they are subject to the confidentiality requirements as set forth above, and shall provide each employee, agent and subcontractor with a written explanation of the confidentiality requirements before they are permitted access to confidential data.

56. TITLE AND RISK OF LOSS

Title and risk of loss for the Deliverables shall remain with the Contractor until they are accepted by the State. Insurance during shipment and until the Deliverables are accepted by the State is the responsibility of the Contractor. All risk of loss or damage to the Deliverables, until accepted by the State in accordance with this Contract, including risk of transit, shall be the Contractor's.

57. PUBLICITY

Contractor shall not release without the State's prior written approval any publicity regarding the program or Services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, identifying the State of Colorado, the State agency receiving goods or services under this Contract; however, Contractor may reference this Contract in proposals for other Contracts without the State's approval. All news releases, joint press announcements, and other written communications related to State or regarding the relationship of State and Contractor shall be channeled through the Press Office of the Department of State, and shall require final approval by the State. Such approval shall be made at the sole discretion of the State, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the State to do so.

58. NON-EXCLUSIVITY

This Contract is entered into solely for the convenience of the State of Colorado, and in no way precludes the State or any of its user agencies from obtaining like goods from other suppliers.

59. GRANT ASSURANCES

Because this Contract involves the expenditure of federal funds, the Contractor shall at all times during the execution of this Contract strictly adhere to and comply with all applicable federal laws and regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. The Contractor shall also require compliance with these statutes and

regulations in subgrant agreements permitted under this Contract. The federal laws and regulations include:

- A. The "Help America Vote Act of 2002" 42 U.S.C. § 15301 *et seq.* (2002).
- B. The "Voting Rights Act of 1965" 42 U.S.C. § 1973c *et seq.* (1965).
- C. The "Voting Accessibility for the Elderly and Handicapped Act" 42 U.S.C. 1973ee-1 *et seq.*
- D. The "National Voter Registration Act of 1993" 42 U.S.C. 1973gg *et seq.*
- E. The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (Common Rule), at 49 C.F.R. 18.
- F. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations, 41 CFR 60.
- G. The Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented in Department of Labor regulations, 29 CFR 3.
- H. The Davis-Bacon Act, 40 U.S.C. 276(a) through a-7, as supplemented by Department of Labor regulations, 29 CFR 5. This act requires that all laborers and mechanics employed by contractors or sub-contractors that work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor.
- I. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330, as supplemented by Department of Labor regulations, 29 CFR 5.
- J. Standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 1857(h), Section 508 of the Clean Water Act, 33 U.S.C 1368. Executive Order 11738, and Environmental Protection Agency regulations, 40 C.F.R. 15.
- K. Mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- L. Office of Management and Budget Circulars A-87, A-133, A-21 or A-122, and A-102 or A-110, whichever is applicable.
- M. The Hatch Act 5 U.S.C. 1501-1508 and Public Law 95-454, Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
- N. U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 *et seq.*, and implementing regulation, 45 C.F.R. 80 *et seq.* These Acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.
- O. The Americans with Disabilities Act (Public Law 101-336; 42 U.S.C. 12101.

12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213, 47 U.S.C 611).

- P. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256).
- Q. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 U.S.C. 701 et seq.).
- R. The Age Discrimination Act of 1975 42 U.S.C. sections 6101 *et seq.*, and its implementing regulation, 45 C.F.R. 91.
- S. Section 504 of the Rehabilitation Act of 1975, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. 84.

60. FEDERAL CERTIFICATIONS

- A. Through the execution of and through the term of this Contract, Contractor certifies compliance with the federal certifications as set forth in Exhibit E – Certifications and Assurances:
 - (1) Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transaction
 - (2) Certification Regarding Drug-Free Workplace Requirements
 - (3) Certification Regarding Lobbying
 - (4) Statement for Loan Guarantees and Loan Insurance
 - (5) Tobacco Free Certification
- B. Contractor further certifies that systems, controls, and procedures shall be implemented to prevent improper use of public funds. 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 United States copyright laws or applicable licensing restrictions. If the State determines that Contractor violates this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

61. CONFLICT OF INTEREST

- A. The Contractor (and subcontractors or subgrantees permitted under the terms of this Contract) shall maintain a written code of standards governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent of the Contractor, subcontractor, or subgrantee shall participate in the selection, or in the award or administration of a contract or subcontract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (1) The employee, officer or agent;
 - (2) Any member of the employee's immediate family;
 - (3) The employee's partner; or
 - (4) An organization which employs, or is about to employ, any of the above,
- has a financial or other interest in the firm selected for award. The Contractor's, subcontractor's, or subgrantee's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors

62. DISPUTE RESOLUTION

Except as specifically provided otherwise in this Contract, disputes concerning the performance of this Contract, which cannot be resolved by the designated Contract representatives, shall be referred in writing to the Secretary of State, or his/her designee, and Contractor's Client Partner or senior executive designated by Contractor. These senior management representatives shall discuss the problem and shall negotiate in good faith the resolution of the dispute by referencing applicable Contract provision(s) without the necessity of any formal legal proceeding. In the event such senior management representatives are able to agree to a mutual resolution of the dispute within thirty (30) days of receipt of notice thereof, such resolution shall be formalized by the appropriate action, i.e., formal Contract amendment, Bilateral Change Order Letter, or other written memoranda agreed to by State and Contractor's senior management representatives. The above resolution process shall be exhausted prior to the incurrence of any liquidated damages as contained in this Contract.

In the event the senior management representatives of the parties are unable to resolve the dispute within thirty (30) days of receipt of notice thereof, then either or both of the parties may pursue resolution of the dispute through any other process for the resolution of controversies provided by law or at equity.

63. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties will follow such delivery by prompt delivery of originals of such pages).

64. LIST OF EXHIBITS

The following exhibits are part of this Contract:

1. Exhibit A – Statement of Work

2. Exhibit B – Payment and Delivery Schedule
3. Exhibit C – Option Letter Template
4. Exhibit D – Bilateral Change Order Letter Template
5. Exhibit E – Federal Certifications and Assurances
6. Exhibit F - Department of State Policies and Procedures
7. Exhibit G – County Level Hardware Installation and Support Schedule
8. Exhibit H – Key Personnel
9. Exhibit I – Board of Directors Resolution
10. Exhibit J – Statewide Voter Registration System Requirements

65. SPECIAL PROVISIONS**SPECIAL PROVISIONS**

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1)**
This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.
2. **FUND AVAILABILITY. CRS 24-30-202 (5.5)**
Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.**
The 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 incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2**
THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE 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 TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR 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 AGREEMENTS, 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 THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.
5. **NON-DISCRIMINATION.**
The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.
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 the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.
7. **VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4**
Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.
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 United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the 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 the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507**
The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.
10. **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended**
The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The 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 knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101 (2)(b)(i). The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

Effective Date: August 9, 2006

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:

Bill Owens, Governor

Saber Corporation

By: _____

Ginette Dennis, Secretary of State
Department of State

Legal Name of Contracting Entity

FEIN

LEGAL REVIEW:

John W. Suthers, Attorney General

Signature of Authorized Officer

By: _____

Print Name & Title of Authorized Officer

Attest (Seal) By _____
(Corporate Secretary or equivalent)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

STATE CONTROLLER:

Leslie M. Shenefelt

By _____

Date _____

State of Colorado

Department of State



Exhibit A
Statement of Work

Exhibit A
Statement of Work

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Exhibit A
Statement of Work

Purpose

- A. This SCORE Statement of Work (“SOW”) shall set for the duties of the Contractor and the State.
- B. This SOW delineates the specific requirements and defines the scope of work to be completed in successfully delivering the SCORE system.
- C. The scope of this project is to implement a centralized statewide voter registration and election management system that fully complies with all applicable federal and state laws and the business requirements of the State and counties.
- D. In general, the system will:
 - 1. Comply with all HAVA requirements as incorporated in the specifications;
 - 2. Comply with all state and federal laws as incorporated in the specifications;
 - 3. Protect the voter information of all registered citizens;
 - 4. Maintain the integrity of the electoral process;
 - 5. Enable county election officials to administer efficient, fair, and impartial elections;
 - 6. Provide an audit capability; and
 - 7. Establish stronger coordination inherent in a centralized system.
- E. The Contractor is to configure and implement a turnkey system that fully complies with State and HAVA requirements.

Project Schedule and Location

The Contractor shall complete Deliverables and Milestones according to the SOW Payment and Delivery Schedule – Contract Exhibit B. The SCORE project will be conducted in office space in downtown Denver, Colorado. SCORE system software development will be conducted at a Contractor site in Oregon. Data Center Hosting will be conducted at State offices in downtown Denver, Colorado and at the State’s eFOR³T facility.

Document Expected Deliverable (DED)

Purpose: For all documentation and deliverables provided to CDOS under the contract, the Contractor shall first provide a document expected deliverable (DED). In conjunction the Contractor and CDOS will meet to discuss the DED. The CDOS and the Contractor will have 5 working days to finalize the DED. Once the DED is reviewed and CDOS approved, the Contractor shall then prepare and submit a draft document for CDOS

Exhibit A
Statement of Work

review and approval. With CDOS approval, the Contractor will prepare the final document, which must include one (1) original and one (1) softcopy file. CDOS shall have a minimum of ten (10) working days, unless otherwise agreed upon, to review and approve each draft and final document.

Updated: Conditional. This deliverable will be updated if the CDOS, following review, requires changes.

Dependents: All

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

- a. Deliverable name
- b. Deliverable due date
- c. Deliverable purpose
- d. DED review meeting date
- e. DED review meeting attendees
- f. Matrix of specific deliverable content
 - i. Deliverable section number
 - ii. SOW Deliverable item description
 - iii. Deliverable item description update
 - iv. Deliverable dependency and predecessors
- g. Additional Comments
- h. State Resources Required
- i. County Resources Required
- j. Estimated Completion Date

Track 1: Project Management

1. Develop Detailed Project Plan: A guideline to the successful completion of the project. Will include all sub plans such as: software development plan, communication plan, risks and assumptions, change management protocols, status reporting, and lessons learned protocols.

Deliverable: Project Plan

Current versions of the Project Measurement Plan metrics, Issue Management Plan issue matrix and Risk Management Plan risk matrix will be included in the weekly, monthly and quarterly status reports.

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 monthly and as is appropriate to address changes to the project.

Dependents: CDOS Risk Management Plan

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 CDOS). The Project Schedule must include separate tasks for each activity and milestone; logical sequence and interdependencies, including those with CDOS 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:

- i. Task ID
- ii. Task Name
- iii. Duration/Work Effort
- iv. Assigned Contractor, State and County resources
- v. Estimate to Complete Percent
- vi. Start Date
- vii. End Date

Exhibit A
Statement of Work

- b. **Project Measurement Plan** - The Project Measurement Plan outlines the project metrics that the Contractor uses 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. This plan helps ensure that the project metrics defined are aligned to business and program objectives, and that the project metrics are implemented in an organized and planned approach.

Elements include:

- i. The roles and responsibilities of the Contractor and CDOS 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 Change Request (CR) Management Process. An example of a CR is a defect or bug that is a record of a discrepancy found between actual and expected test results. A CR is any request for changes to the existing baseline of the system. CRs need to be authorized since they may involve baseline changes to scope, cost, schedule, resources, acceptance criteria, method of delivery, documentation, or quality.

Any major changes to the requirements that surface in the JAD sessions for GAP analysis will be handled through the change order process and tracked using an industry standard tool such which both the CDOS and Contractor will have access to.

Major changes are defined as new requirements that were not part of the original RFP. Clarifications to the requirements identified in the RFP are not considered major and are not subject to a change request. Modifications to the requirements identified in the RFP and those that are unique to each county, for which the State and Counties cannot agree to a common change, are subject to a change request.

Once the baseline requirements are established from the GAP Analysis Document, the RTM and the RFP, any further change 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 CDOS. A graded approach decision process for handling CRs will be established. All changes to the system must be reflected in the documentation. All change tracking documents shall be retained, including those that CDOS 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. The Change Control Board comprised of county and CDOS stakeholders must evaluate all

Exhibit A
Statement of Work

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 SCORE II 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” tier system for ranking/prioritizing changes
- iii. The roles and responsibilities of the Contractor and CDOS team members affected by the Change Control Plan
- iv. A description and purpose criteria to be met when entering a defect / bug or CR.
- v. 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)
- vi. 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
- 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 SCORE II Project Manager
- xii. Approval line for Department of State CIO

- d. **Configuration Management Plan** - The Configuration Management Plan establishes a sound configuration management approach that maintains the integrity of the SCORE II project’s software, requirements, documentation and provides traceability for changes incorporated. The tools and documentation will be part of the transition process at the end of the contract.

Elements include:

- i. A description of the purpose and objectives of the Configuration Management Plan
- ii. The roles and responsibilities of the Contractor and CDOS 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 Configuration Items
- v. A description of requirements will be tied to CIs and managed throughout the project

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Statement of Work

- 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 SCORE II 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 SCORE II project manager / IV&V'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 SCORE II PM / IV&V 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 quarterly perform 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 Federal and State HAVA rules, regulations, laws, budget changes, State budget impacts, impact of State entities work, and/or impact of potential Federal penalties. The Contractor may also bring additional information as gathered from other projects/states to the attention of the CDOS and provide support to implement any project changes if needed as a result of such change.

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. Risk tracking matrix in Microsoft Excel containing:
 - 1. Risk Area
 - 2. Risk Impact (high, medium, low)
 - 3. Risk Probability (high, medium, low)

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Statement of Work

4. Risk Realized (yes, no)
5. Mitigation Strategy
6. Actions Taken
7. 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 which will include a list of Project Plan deliverables impacted by the issue.
- 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 or Project Status Report with Issues and project information in Microsoft Excel or Word or other compatible software application, 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. Date of Resolution
 9. Target Date for Resolution
 10. Issue Owner
 11. Individual(s) responsible for resolution.

- g. **Quality Management Plan** - The Quality Management Plan explains the activities the SCORE II 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

Exhibit A
Statement of Work

- 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
 - 1. CDOS and Contractor will mutually agree early in the project to the criteria of defect levels.
 - vii. A detailed description of the quality review process
 - viii. A description of the process of performing quality reviews including peer, client quality management assessment (CQMA), and gauging project team members satisfaction and performance
 - ix. A description of the milestones to be reached during implementation of the Quality Management Plan
 - 1. 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 CDOS and County satisfaction
 - xi. A reference or the inclusion of their COTS Software Quality Assurance Plan (SQAP)
- h. **Staffing Plan** - The Staffing Plan describes the roles and responsibilities of each Contractor team position, CDOS and County Staff in the SCORE II Organization chart as well as the planned hours per month for each Contractor team resource.

Elements include:

- i. A list of Contractor team members and their title
- ii. A list of CDOS and County Staff team members and their titles
- iii. A description of the Contractor team member's role and responsibilities on the SCORE II project
- iv. A description of the CDOS and County Staff team member's roles and responsibilities on the SCORE II 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. A separate entry for each project tracks that resource is expected to work on Project Site information including project policies such as office hours and dress code

Deliverable: Organizational Change Management Plan

The Contractor shall parallel its Organization Change Management Plan after the SCORE II project manager / IV&V's Communication plan which is based on the PMI (PMBOK) industry standard.

Exhibit A
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Purpose: The Organizational Change Management Plan is the Project's Communication Plan and helps guide the project's stakeholder communications effort. The goal of this plan is to share timely information with affected parties and gather their valued input and experience.

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

Dependents: CDOS Communication Plan

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. Primary roles and responsibilities of SCORE II team members

Deliverable: Project Web-Site

The Contractor and CDOS will mutually agree upon the frequency of updating the web site.

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

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

Dependents: All

Specification: The web-site 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. Newsletters

Exhibit A
Statement of Work

- i. Links to other pertinent site
- j. Frequently Asked Questions and Answers
- k. PM Status Reports
- l. IV&V Status Reports
- m. Quality Assurance and Testing artifacts
- n. File repository
- o. Reports
- p. Conversion information

Deliverable: Report Status

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 SCORE II PM.

Updated: No

Dependents: Project Schedule, Risk Management Plan, Issue Management Plan, Staffing Plan, Project Measurement Plan, Change Control Plan, and Configuration Management Plan

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
 - i. Schedule per the Project Schedule
- e. Risks
 - i. Risks per the Risk Management Plan and Risk Tracking Matrix
- f. Issues and Concerns
 - i. Issues and Concerns per the Issue Management Plan
- g. Staffing.
 - i. Staffing per the Staffing Plan
- h. Outside influences
- i. Snapshot of the established project metrics
 - i. Metrics from the Project Measurement Plan
- j. Change Requests
 - i. Change Requests per the Change Control Plan
- k. Defects / Bugs
 - i. Defects / Bugs per the Issue Management Plan
- l. Current release and planned release schedule.
 - i. This should include a version number in all environments per the Configuration Management Plan.

Exhibit A
Statement of Work

- m. Weekly Meetings
 - i. The Contractor shall review project milestones and deliverables and report both positive features of the work completed as well as areas of technical or business risk
- n. Monthly Meetings
 - i. The Contractor project management team will meet monthly with the CDOS team to review progress and discuss the next reporting period's strategy
- o. Quarterly Meetings
 - i. The Contractor project management and leadership team (EPMO) will meet quarterly with CDOS team to review progress

2. Define UAT and Develop Testing Plans: The various testing plans including: software, hardware and testing. The plan will define the User Acceptance Criteria for the readiness of the application for pilot and the final acceptance of the application.

Deliverable: System Test Plan

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

The Contractor will conduct software performance engineering analysis of the application functionality and workload intensity using industry standards. The CDOS will pick transactions and defined expected inputs and results in conjunction with the Contractor.

The Contractor will provide rapid prototyping for new required modules which builds on JAD sessions. The prototyping inputs will be incorporated into the system design.

Updated: No

Dependents: [Updated Test Plan](#), [User Acceptance Test Plan](#)

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 SCORE II team members
- e. A high level test schedule
- f. A list of the testing tools employed

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- 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. Description of Contractor's quality assurance, configuration management and version control
 - ii. Demonstrate functions developed to validate data conversion with evidence of approval from CDOS
 - iii. Proposed system test plans including test cases and business scenarios developed with input from CDOS
- j. Establish an outline for the State's UAT plan

3. Develop User Training Plan: A detailed plan for the types, content and schedule of the counties and the State staff training.

Deliverable: Training Plan

Purpose: The Training Plan deliverable includes the approach, preliminary schedule, and training design for training the county end users and providing onsite support during the county "go-live" period which includes the pilot as well as the statewide deployment.

A refresher training session required on a case by case for specific counties or groups to ensure successful implementation will be provided by the Contractor without additional cost to the CDOS. Any refresher training following implementation will be reviewed by CDOS and the Contractor as a change request and cost as appropriate.

The Contractor will provide training for: application, architecture, software, database, application development tools, and maintenance, and operations and support.

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

Dependents: [UAT Training](#), [Train Pilot Uses](#), [Train End Users](#), [Train Support Users](#)

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

- a. A description of the training approach and the responsibilities of SCORE II team members. This section details the Contractor's training approach and provides a bulleted summary of both Contractor and CDOS staff responsibilities

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- b. A preliminary listing and description of delivered training topics and modules with indicator showing the training modules to be updated for Colorado by type of application functionality.
- c. For the modules to be updated from the base application for Colorado, 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 SCORE II functions to business processes. The training audience is broken into two areas: voter registration and elections
- 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. Transitional training will be described in this document, although the training will not occur until the end of the outsourcing period. This training includes architecture, database, application development tools maintenance, support, and operations
- g. Training Materials will be specific to Colorado, but not specific to each county in Colorado

4. Develop System Implementation Plan: A comprehensive plan describing the schedule, check list for readiness and a description of the cut-off and rolling of the counties into the new system.

Deliverable: Implementation Plan

Purpose: The Implementation Plan describes the schedule, check list for readiness and description of the cut-off and rolling of the counties into the new system.

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

Dependents: [System Acceptance Criteria](#), [SCORE II Pilot Readiness Report](#), [Implementation Rollout](#), [SCORE II Readiness Report](#), [Prepare Statewide Counties](#)

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

- a. A list of the deployment activities (pilot & Statewide) and the resources responsible for completing them
- b. A schedule of deployment activities (pilot & Statewide) 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

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Deliverable: System Acceptance Criteria

The Contractor and CDOS will mutually agree early in the project to the acceptance criteria.

Purpose: The System Acceptance Criteria deliverable documents the specific and measurable criteria to be evaluated after the SCORE II Statewide implementation for system acceptance purposes. CDOS will use this deliverable after the SCORE II Statewide implementation as a checklist to determine if the system should be accepted.

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

Dependents: [System Acceptance Criteria](#), [SCORE II Pilot Readiness Report](#), [Implementation Rollout](#), [SCORE II Readiness Report](#)

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

- a. Description of process that will be performed once the system has been implemented Statewide to determine acceptance, including dates and names of Contractor and CDOS staff who will participate in the process
- b. A list of the specific criteria needed to be met by the SCORE II project after implementation for CDOS to accept the system including:
 - i. HAVA compliance
 - ii. NVRA compliance
 - iii. Election Management requirements compliance
 - iv. System Quality Level (defects / bugs)
 - v. Training
 - vi. Help Desk
 - vii. Documentation
 - viii. Security Testing
 - ix. Submission of a project report for acceptance.
 - x. Disaster recovery test
 - xi. Data centers replication

5. Select Pilot Counties: Define the criteria for selection of pilot counties including the final and approved list of participating counties.

Deliverable: Pilot Test Plan

Purpose: The Pilot Test Plan is the test strategy for pilot deployment. This document describes the approach, schedule, and location for the pilot deployment.

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Contractor will recommend to the CDOS a list of potential pilot counties based on county size, location, and legacy vendor.

Contractor will roll out a mix of small, medium and large sized counties in a phased approach. The larger counties must be part of the phased roll out and not be part of any final or last roll out.

Updated: No

Dependents: [SCORE II Pilot Readiness](#), [SCORE II Readiness](#)

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

- a. A schedule of deployment of the software and the list of counties that will participate in the pilot
- b. A list of activities required to be complete prior to deployment and the individuals (Contractor and CDOS) responsible for completing the tasks (Network, Hardware, Software, Training, Documentation, Data Conversion)
- c. A list of activities to be completed during deployment and the individuals (Contractor and CDOS) responsible for completing the tasks
- d. A list of activities to be completed after deployment and the individuals (Contractor and CDOS) responsible for completing the tasks
- e. Overview of the purpose and objectives of the pilot activities
- f. Description of help desk functions
- g. Contingency plans itemizing the risks and mitigation strategies specifically related to pilot activities
- h. The readiness criteria to implement the SCORE II system in the pilot counties

6. Develop Hardware Plan. A completed and approved hardware plan including the selection of the data centers, final cost, final list of components and final approved required licenses.

Dependents: [Hardware Procurement Plan & Inventory](#), [Software Inventory](#)

Deliverable: System Availability Plan

Purpose: The System Availability Plan deliverable describes the availability of the all SCORE II application sub-systems (closed versus public) and all SCORE II environments (production, testing, training, quality assurance, and development)

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

Dependents: [Maintenance and Support Plan](#)

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

- a. A description of the Contractor's Service Level Agreement as mutually agreed to by the Contractor and CDOS
- b. A definition of system availability and performance expectations
- c. Listing of availability and performance standards
- d. A system availability schedule to include regularly scheduled downtime for system maintenance
- e. Contact information for various components including database, network and application
- f. Address peak and non-peak usage

7. Develop Security Plan. A detailed and final approved plan describing the security architecture of the system. The plan will also include the security features and measures of the application.

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. The Security Plan is a complete description of how the Colorado Data will be protected while in the hands of the Contractor.

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

Dependents: [Performance & Security Test](#)

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 the 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 SCORE II 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

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- e. Roles and responsibilities for Contractor, CDOS and county 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 and corresponding responsibilities. Example roles included in this table would be: Active Directory Manager, System Administrator, and Database Administrator
- 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 SCORE II solution. The table will list the name of the tool, a description of the tool and a description of how it is used in SCORE II
- g. A list of SCORE II User Profiles required to populate SCORE II 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 will be housed in the Contractor's company location
- i. A description of how the Contractor will guarantee the independence of the CDOS operations from other customers within the development and quality assurance 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 measured needed
 - xiv. A description of harden and control county-based computing equipment per CVR security plan 4.8.3.2

8. Develop Disaster Recovery Plan. A detailed and final approved plan describing the approach to disaster recovery the CDOS level including recommendations to the counties.

Deliverable: Disaster Recovery Plan / Business Continuity Plan

Purpose: The primary objective of the Disaster Recovery Plan / Business Continuity Plan is to document the steps to enable an organization to survive a disaster and to reestablish normal business operations for the SCORE II

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application. This plan will be an extension of the CDOS Disaster Recovery Plan and contains the information to address the situation where SCORE II hardware/software has become unavailable.

Updated: No

Dependents: None

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 agreed to process and off-site location
 - b. A high-level approach for restoring data from the Data Guard.
 - c. High-level overview of central server and network equipment configuration instructions
 - d. High-level overview of steps to restore the SCORE II software configuration with Colorado-specific configuration settings and data
 - e. High-level overview of steps to restore a workstation configuration to communicate with the central SCORE II system
 - f. Primary contact information for CDOS, Contractor, and hardware and software vendors
 - g. Description of disaster recovery support to be included in the Contractor annual maintenance contract This section will be a table listing the roles, responsibilities and estimated time required for the CDOS staff
 - h. Description of restoration specifications of all individual components, servers and network devices in proposed system
 - i. A list of the production replication rules, including automated and county specific load balancing, that are proposed for the SCORE II solution
 - j. Planned frequency of the disaster recovery test
 - k. Document protection provided in hot hot environment
 - l. A detailed description of the levels of replication
- 9. *Develop Interfacing Plans.*** Describing the technology and protocols for communicating with all external including DoIT.

Deliverable: Agency Interface Plan

The Contractor shall review and, if applicable, use the CDOS preliminary Agency Interface artifacts, and complete and enhance to meet requirements.

Purpose: The Agency Interface Plan describes how the State Agency Interfaces will be incorporated into the application.

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

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Dependents: [Updated Detailed Design for Interfaces](#)

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

- a. Description of how the interfaces will be tested
- b. Description of the disaster recovery steps that will be taken in the event either the CDOS or the specific agency is unable to transfer or receive the file. These steps may be limited by the business policies of the agencies involved that are beyond contractor's control.
- c. Description of disaster recovery procedures
- d. Special processing in preparation for an election
- e. Specific layout and interface frequency for the CDPHE interface
- f. Specific layout and interface frequency for the CDOC interface
- g. Specific layout and interface frequency for the CDOR interface, specifically the voter registrations data
- h. Specific details on how the CDOR Drivers License and SSA checking will occur, and how the application will react to an outage
- i. Specific details on how the address checking will occur using a tool such as USPS/ NCOA or CASS to meet Department of Justice / HAVA requirements, and how the application will reach to an outage

10. Develop Data Migration Plans. A detailed plan to the methodology, extraction, loading and verification of the data and images from the various counties to the centralized system. The plan will include the phases of pilot and final rollout.

Deliverable: Conversion Plan

The Contractor shall review and, if applicable, use the CDOS preliminary Data Conversion artifacts, and complete and enhance to meet requirements.

Purpose: The Conversion Plan outlines the approach and preliminary schedule for converting data from the county systems to the Statewide system.

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

Dependents: [Track 3: Data Migration](#)

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

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

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- d. A description of “conversion liaisons” and contact information for county “conversion liaisons”
- e. A description of the process of extracting, cleansing, and loading the data and the roles and responsibilities of the Contractor, CDOS and County team members during this process
- f. A description of when the application product will be used to review the data
- g. A description of known issues and challenges that should be resolved prior to mock or test conversion
- h. A contingency plan itemizing the risks and mitigation strategies specifically related to conversion activities
- i. A records retention plan for the reports and artifacts created in the process

11. Develop Program Transition Plan. Develop the plans to transition from project to program including the development of an SLA for ongoing maintenance and support.

Deliverable: Transition Plan

The Contractor shall review and, if applicable, use the CDOS preliminary IT Staff Skills GAP Analysis, and complete and enhance to meet requirements.

Purpose: The Transition Plan establishes the framework for SCORE II deployment and transition activities. The plan will provide the details for transitioning each county into a production environment. The document allows the project team to gain an understanding of the deployment approach and CDOS expectations.

Updated: This deliverable will be updated if changes occur.

Dependents: None

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

- a. A description of the current CDOS environment and overall skills possessed by CDOS IT staff
- b. A list of the required skills needed for SCORE II operations and maintenance
- c. An identification of the overall required skills not possessed or not known at the correct level by CDOS IT staff
- d. The training plan for transition of the architecture, IDE, and operations of the system.
- e. A list of the recommended overall training for CDOS IT Staff
- f. A description of the required skills needed for SCORE II by County personnel
- g. The training plan for transition of the county legacy systems to SCORE II. This list bridges the gap between the legacy systems and the new application.
- h. A list of the recommended overall training for county staff
- i. Business process change listing.

Track 2: Software Customization:

Deliverable: Source Code

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

Updated: No

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

- a. The Contractor shall provide CDOS the source code for the application software prior to Colorado specific modifications. The source code and all other software necessary for development will be installed on the Colorado development server and provided to the CDOS
- b. The Contractor shall install the base application on the quality assurance server.
- c. The Contractor shall provide a documented description of the voter public access database component
- d. The Contractor will provide a CD with the compiled SCORE II software

1. Conduct JAD Sessions. Schedule and conduct the needed JAD sessions with the State and subject matter experts from the counties. The purpose of the task is to verify the requirement in the RFP and analyze the gaps in the existing software.

Deliverable: Detailed Design for Colorado Customizations

The Contractor shall review and, if applicable, use the CDOS preliminary report detailed designs, and complete and enhance to meet requirements.

Purpose: The Detail Design deliverable contains design details needed by the development team for custom developed screens and reports unique to Colorado. Also included with the designs are the configuration settings for the SCORE II application to support Colorado requirements.

The Contractor will conduct Joint Application Development (JAD) sessions with the CDOS and County stakeholders. The Contractor will conduct Statewide county and regional demonstrations using the application to facilitate the JAD sessions and requirements gathering.

Updated: No

Dependents: [Updated Detailed Design for Colorado Interfaces](#)

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

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- a. An inventory of the designs to be included in this group
- b. Detailed Designs
 - i. Vote Center
 - ii. Ballot Inventory
 - iii. Early Voting
 - iv. HAVA data checks administration and management
 - v. Address Checking
- c. Screen Detailed Designs (Colorado specific)
 - i. A name and description of the screen
 - 1. Interface layout, including field format, field length, field description, and validation logic
 - 2. Issues and assumptions
 - 3. Business Test conditions
- d. Report Detailed Designs (Colorado specific)
 - i. A name and description of the report
 - 1. Report layout, including field format, field length, and field description
 - 2. Logic description
 - 3. Issues and Assumptions
 - 4. Business Test conditions
- e. SCORE II 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 grouping

2. Finalize Requirements. The result of the JAD session is a Functional Requirements Specifications document. Saber will submit the document for the State's approval.

Deliverable: Application Requirements

Purpose: This document captures the SCORE II requirements and is created in table form in Microsoft Excel or Word. Once CDOS approved, this deliverable drives the design, testing, and implementation focus.

The table must contain the following columns:

- 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

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

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Dependents: [Configure Software](#)

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

- a. #CDOS-HAVA-0003 RFP requirements listing with a corresponding description of how the delivered application software meets each requirement
- b. #CDOS-HAVA-0003 RFP requirements listing with a corresponding description of how the delivered application software does not meet a requirement
- c. A listing of additional requirements identified during JAD sessions, county and regional demonstrations, analysis and review, with a corresponding description of how new requirements will/will not be addressed
- d. All Colorado requirements documented in mutually agreed upon software tool.

3. *Customize the Software.* An iterative prototyping cycle of customizing the software and involving key users to verify and incrementally approve the changes.

Deliverable: Configure Software

Purpose: The configured SCORE II 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 and county and regional demonstrations are integrated into the software design.

Updated: Conditional. This deliverable will be updated with CDOS approval if changes occur. For example, if new software releases occur before the Updated Detailed Design for Colorado Interfaces is completed and approved.

Dependents: [Application Requirements](#)

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 CDOS
- b. The Contractor shall install the configured software on the Test server.
- c. The Contractor will provide a CD with the compiled SCORE II software
- d. An inventory of the custom developed screens and reports
- e. Documentation that the configured SCORE II software and custom developed screens and reports were unit and integration tested

Deliverable: Duplicate Voter Check Criteria

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Purpose: The State and Contractor shall establish the duplicate voter check criteria and probabilities.

Updated: No

Dependents: [Duplicate Voter Check](#)

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

- a. Documented fields used in the duplication check
- b. Priority and probability of those combinations of fields

4. Build Interfaces. Develop interfaces to DOR, DOC and DPHE and other identified agencies.

Deliverable: Updated Detailed Design for Colorado Interfaces

The Contractor shall review and, if applicable, use the CDOS preliminary agency interface detailed designs, and complete and enhance to meet requirements.

Purpose: The Updated Detail Design for Interfaces deliverable contains the updated design details needed by the development team for custom developed interfaces, and as a result of, subsequent enhancements to the screens and / or reports unique to Colorado. Also included with the designs are the configuration settings for the SCORE II application to support Colorado requirements.

Updated: No

Dependents: [Agency Interface Plan, Detailed Design for Colorado Customizations](#)

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

- a. An inventory of the designs to be included in this group.
- b. Specific designs for the following;
 - i. CDOR – Drivers License, SSN and SSA Check
 - ii. CDOR – Voter Registration form
 - iii. CDPHE – Death Records
 - iv. CDOC – Felon Records
- c. Detailed Designs
 - i. Agency Interface Detailed Designs (Colorado specific)
 - 1. A name and description of the interface
 - 2. Interface layout, including field format, field length, and field description
 - 3. Logic description
 - 4. Includes unique ID composed of date of birth and last name components.

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- 5. Issues and Assumptions
- 6. Business Test conditions
- c. SCORE II Configuration items (code tables, security setup, etc.)
- d. Application Requirements deliverable to include mapping of custom developed interface requirements to designs included with this grouping

5. Develop Test Scripts. A complete set of test scenarios and scripts to test the application including changes and customization.

Deliverable: Updated Test Plan

Purpose: This deliverable builds upon the System Test Plan deliverable and includes information specific to system and performance/security test.

The Contractor shall provide a framework for performing user repeatable verification testing.

Updated: Yes

Dependents: [System Test Plan](#), [System Test Results](#), [Performance & Security Test](#)

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 the initial deliverable
- 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

6. Internal Software Testing. A detailed internal testing of the software by Saber QA manager and the supporting team to ensure successful testing by the users.

Deliverable: System Test

Purpose: The System Test deliverable documents the results of the SCORE II system test.

Updated: No

Dependents: [Updated 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:

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- 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. Modifications as necessary were completed with evidence the test script was retested with expected results.
- b. Mapping to the test may not happen for each prototype, but the final test of all requirements developed in or outside of the prototyping process will be mapped back to the business processes.
 - c. A listing of the defect or bugs generated during system test, the resolution date, and resolution description
 - d. Outstanding issues and a resolution plan

7. Train Testing Users. The user group identified to perform testing will need to be trained on the application just before the testing starts.

Deliverable: UAT Training & Pilot

Purpose: The UAT (user acceptance testing) and Pilot Training deliverable consists of application training curriculum and materials to support SCORE II specific features. CDOS and County testers will require just in time application training before performing the testing.

Updated: No

Dependents: [Training Plan](#)

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

- a. An inventory of training curriculum
- b. SCORE II training guide
- c. Conduct instructor led, on-site training

8. Perform User Testing. Users will apply the test scripts to test the software and the customization to verify readiness for deploying the software to pilot.

Deliverable: UAT Plan & Testing

Purpose: To document the User Acceptance Testing Process

Note: This test will include a mock election track to be run in parallel or as part of the overall testing.

Updated: No

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Dependents: [System Test Plan, Regression and System Test](#)

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

- a. A description of Contractor's involvement as required by the State.
- b. Availability of the Contractor's Help Desk personnel
- c. Availability of the Contractor's issue tracking software for the process.
- d. Availability of the Contractor's programming staff to support quick turn around on issues.
- e. Support to load and re-load data as required by test scenarios.
- f. Support for the servers and peripherals used during the testing.

9. Accommodate Feedback. The development team applies the needed changes and bug fixes based on the feedback from the user testing.

Deliverable: Regression and System Test / Production Build

Contractor will upgrade the system to correct deficiencies identified and provide source code for modifications made to the software following regression and system testing.

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

Updated: No

Dependents: [User Acceptance Test Plan](#)

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

10. Update User Documentation. Based on the customization of the software.

Deliverable: Documentation

Purpose: The Contractor shall submit detailed designed 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 CDOS review and approval) upgrades of the existing documentation, so that documentation reflects all approved changes. As modifications are

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made that affect the original documentation (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 explains how to use the application functionality for daily activities such as voter registration and special or periodic processing such as elections. The documentation must explain those variables that can be updated by the users.

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

Dependents: All

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

- a. Detailed Design Documents
 - i. A data model consistent 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 functional hierarchy diagram
 - iv. Detailed 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 and Pilot Lessons Learned.
 - vii. Other documentation as required

Deliverable: Integrated Development Environment

The Contractor shall provide the Applications Integrated Development Environment (IDE) on-site at the CDOS (1700 Broadway Street, Denver, CO 80290). The CDOS is responsible for providing the hardware for installation.

Purpose: The Contractor shall provide the Applications Integrated Development Environment (IDE).

Updated: No

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Dependents: None

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

- a. The IDE's aids, scripts, utilities and related tool sets. Software shall not be less than one version behind the current release at the time of purchase.
- b. The Contractor shall provide IDE licenses for one (1) concurrent session.
- c. The Contractor shall ensure that the IDE provided provides the necessary functionality and integrates with the software being developed for building the application.
- d. The Contractor will work with CDOS staff to install the software, as well as verify and validate, to ensure a production build.

Track 3: Data Migration:

The Contractor is responsible for all aspects of the file conversion. This includes obtaining permission and access to extract the data, images and objects from each county's legacy system. CDOS and County stakeholders are available to provide assistance in data interpretation, data verification, access to extract data and participate in testing and evaluation of the results. The responsibility of the data verification will lie with the Counties. The Contractor will provide all reports, documentation, and information needed for verification as well as migrate the converted data to the SCORE II application for verification. The Contractor should assume that multiple images exist for all voter records.

The Contractor is responsible for identifying data anomalies that require "data cleansing" activities. The Contractor will assist the counties with the needed "data cleansing" activities. These "cleansing" activities will ensure that all data is ready for conversion and processing.

The CDOS will be the sole owner of the data that resides in the SCORE II 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 CDOS pursuant to this Statement of Work.

Dependents: [Conversion Plan](#)

2. Develop Data Mapping & Translation. Analyze the data and build code translation and mapping documents.

3. Approve Data Mapping & Translation. Work with the counties to review and approved the data mapping and translation documents.

Deliverable: Conversion Detail Design

The Contractor shall review and, if applicable, use the CDOS preliminary data conversion detailed designs, and complete and enhance to meet requirements.

Purpose: The Conversion Detail Design illustrates how the data from the county systems is extracted, converted, and validated. The Contractor must develop a county-specific data mapping, conversion, and migration plan for what files and data are converted and when the conversion will occur. 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 prior to being turned over for acceptance testing.

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

Dependents: [Pilot Data Migration](#)

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

- a. A description of the conversion process including roles and responsibilities of SCORE II team members
- b. An approved list of data mappings (source data to target data including default values and translation rules and calculations applied per county) and translations for each of the legacy vendors
 - i. The translation document needs to be in a form that can be used during training and implementation phases as a bridge for the counties.
 - 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. Data and images shall be made available in the SCORE II application
 - i. verification of codes will occur in the SCORE II application.

1. Collect Data from Pilot Counties. Collecting data and images from the identified pilot counties.

4. Perform Data Migration For Pilot Counties. Develop the procedures to migration the data and images into the new system.

Deliverable: Pilot Data Migration

All lessons learned from the pilot data migration will be document and used in the State wide roll out. Prior deliverables will not necessarily be updated, depending on timing and value to the overall project.

Purpose: The Pilot Implementation moves the SCORE II application into production and becomes the “system of record” for the pilot counties after the system has been deemed stable, accurate and secure. Data is converted, the users are trained, and the system production environment is utilized. The Contractor develops procedures to migrate the data and images into the new system

Updated: No

Dependents: [Conversion Detail Design, Pilot Counties Data Migration](#)

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

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- a. Collect data from pilot counties including but not limited to:
 - i. Address library
 - 1. Polling location
 - 2. Precinct
 - 3. Accessible
 - 4. Election Types
 - ii. Voter registration records
 - iii. Voter history files and registration changes
 - iv. Other data as required
 - 1. Voter affiliation
 - 2. Gender
 - 3. Naturalization
- b. Image migration of county image files
- c. Perform the data migration using methodologies accepted by CDOS including:
 - i. Data extraction
 - ii. Data mapping
 - iii. Data integration
- d. Develop a master reference to the migrated data including:
 - i. Baseline or initialization system configuration settings
 - ii. A list of all coded (selectable) values in the system
- e. A final conversion report of the identified conversion issues discovered during the final conversions used in the Pilot counties and the resolution (if applicable)
- f. A list of prioritized issues that must be resolved prior to Statewide deployment prepared using input from each pilot county, CDOS and the Change Control Board.
- g. Listing of pilot best practices
- h. Data / images available in the Colorado SCORE II software

5. Verify Pilot Data Migration. An iterative process to involve the pilot counties in verifying the correctness of the migrated data and images.

Deliverable: Verify Pilot Data Migration

The CDOS and Counties will verify that migration errors have been corrected and the data migration is accurate and complete.

Purpose: An iterative process to involve the pilot counties in verifying the correctness of the migrated data and images.

Updated: No

Dependents: None

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

- a. Develop an iterative process to involve the Pilot Counties in verifying the correctness of the migrated data.

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- i. Data will be loaded and verified in the application
- b. Correct any records in the migration process identified by the Pilot Counties and / or CDOS
- c. Re-migrate the data to ensure the errors have been corrected

Deliverable: Duplicate Voter Check

The CDOS and Counties will be responsible for correcting any duplicate voters prior to final implementation including record merge and transfers.

Purpose: The Contractor shall produce a list of possible duplicate voters for each county

Updated: No

Dependents: [Duplicate Voter Check Criteria](#)

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

- a. Detailed plan reviewed by the CDOS and Counties for producing a duplicate check
- b. Collect Statewide voter data, within and across county line and state lines, run duplicate voter search and produce reports for each county listing possible duplicate voters as well as for NVRA.
- c. A report of matching voters based on the criteria.
- c. A report of matching voters that require record merge or transfer.
- d. An audit report identifying matching voters not corrected within the counties

6. Re-collect Data from Pilot Counties. Collecting data and images from the identified pilot counties for final production rollout.

Deliverable: Test Conversion (UAT & Mock Election)

Purpose: The Test Conversion (UAT & Mock Election) is used to document the results of the remaining counties. Data will be loaded and verified in the application.

Updated: No

Dependents: [Prepare Pilot Counties](#)

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

- a. A report of the identified conversion issues discovered during the mock or test conversions for the remaining counties. This appendix is the “Conversion Activity Tracking Matrix” completed to date. This report provides the current status of county test due dates and receipt dates of county data, control reports and image files. It also

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documents test execution and validation dates. The report summarizes data cleanup issues and provides overall remarks about each county's mock conversion.

- b. A recommended approach to clearing any discrepancies and the responsible party. Examples of the approach might be default values or manual data cleanup. This appendix provides a description of the data clean up reports provided to the county conversion liaison following the execution of the county's test conversion. It also includes the recommended approach and responsible party for clearing discrepancies identified in these reports.
- c. A list of prioritized issues that must be resolved prior to Statewide implementation

7. Perform Data Migration For Pilot Counties. Execute the tested and approved procedures to migrate the pilot counties the new system.

Deliverable: Pilot Counties Data Migration

Purpose: Collect data and images from the identified pilot counties for final production rollout. Data will be loaded and verified in the application.

Updated: No

Dependents: [Pilot Data Migration](#)

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

- a. Collect data from pilot counties including but not limited to:
 - i. Address library
 - ii. Voter registration records
 - iii. Voter history files
 - iv. Other data as required
- b. Perform the data migration using methodologies accepted by CDOS including:
 - i. Data extraction
 - ii. Data mapping
 - iii. Data integration
- c. Image migration of county image files
- d. A description of roll back procedures should one or more counties need to back out data.

8. Statewide Migration. Once the pilot group is completed and successful, the Statewide data migration starts.

All lessons learned from the pilot implementation will be document and used in the State wide roll out. Prior deliverables will not necessarily be updated, depending on timing and value to the overall project.

Track 4: Data Centers:

1. *Select Location.* A final decision about the location of the data centers. This task includes ensuring the suitability of the selected site to host the approved hardware and security equipment as per the relative plans.

The State requires the primary data center to be in the e-Fort facility (12500 East Arapahoe Road, Centennial CO 80112) and the secondary data center will in the CDOS data center (1700 Broadway Street, Denver CO 80290)

Deliverable: Data Centers GAP Analysis

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

Updated: No

Dependents: None

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

- a. A GAP analysis of the State's proposed datacenters in the area of infrastructure and security against the Contractor's and or industry standards.
- b. Documented cost of upgrades.
- c. Positive features of the datacenters.

2. *Finalize Hardware and Security.* A completed and approved hardware and security equipment list including costs and delivery dates as per the hardware and security plans.

Deliverable: Technical Architecture Design

Purpose: The Technical Architecture Design describes the physical implementation of the environment/infrastructure in which the SCORE II application will execute. This information feeds into the Hardware Procurement Plan & Inventory and Software Inventory deliverables.

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

Dependents: [Hardware Procurement Plan & Inventory](#), [Software Inventory](#), [Hardware Installation, Installation and Configuration Guide](#)

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

- a. A diagram reflecting the physical connectivity of the SCORE II central servers and network components

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- b. A high-level diagram depicting the new SCORE II equipment in the context of the existing State infrastructure
- c. A diagram reflecting the software installed on each component of the central SCORE II servers
- d. Design of the high availability approach for each tier of the SCORE II technical architecture including fail over and load balance capabilities.
- e. Design of the minimum and recommended requirements for workstations and peripherals to access the central SCORE II system
- f. Design of the minimum and recommended requirements for the county and State networks allowing the county workstations to access the central SCORE II system
- g. A diagram reflecting the application interfaces with each external entity including other State agencies
- h. Design of MNT connectivity configuration.
- i. A design of alternative network connectivity between data centers
- j. Hardware security design specification
- k. Software security design specification
- l. System and data backup design
- m. The Contractor shall also provide a documented description of the “voter public access” database component and related security implications.
- n. The Contractor shall also provide a documented description of the ASP.Net component and related security implications.
- o. The Contractor will store tapes using a mutually agreed to process and off-site location approved by CDOS.
- p. Environmental requirements specification and analysis
- q. Demonstrate that the architecture meets the State’s OIT standards.

Deliverable: Hardware Procurement Plan & Inventory

The Contractor shall either procure the hardware for the system or provide a complete order for the CDOS to procure consistent with the deliverables as accepted by the CDOS.

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.

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

Dependents: [Technical Architecture Design](#)

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

- a. The description of the hardware procurement process.

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- b. Primary contact information for the Contractor, CDOS and hardware vendors.
- c. 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
- d. A complete list of all hardware components including purchase cost and life expectancy timeline. This will be a sheet inside the Excel work book
- e. All related documentation provided by manufacturer. The Contractor will box and deliver all materials received from the manufacturer.
- f. All related warranty and maintenance documentation. The Contractor will box and deliver all materials received from the manufacturer.

Deliverable: Software Inventory

The Contractor shall provide all necessary licenses for all software (excluding tools and utilities) provided to the CDOS to constitute an enterprise-wide license (unlimited users) for use in the CDOS, Colorado's county election offices, and any other sites designated by the CDOS as a provider of voter registration information to Colorado's citizens.

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 SCORE II application software, error detection and corrections, and movement of modules into the production SCORE II application environment. The Contractor shall notify CDOS of any issues resulting from this activity.

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

Dependents: [Technical Architecture Design](#)

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

- a. The description of the software procurement process.
- b. Primary contact information for CDOS, 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.

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- 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.

3. Order Hardware. Submit purchase orders for all approved hardware and security equipment.

The Contractor shall either procure the hardware and third-party software for the system or provide a complete order for the CDOS to procure consistent with the deliverables as accepted by the CDOS.

The Contractor will provide CDOS a copy of all purchase orders for hardware and third-party software.

Dependents: [Hardware Procurement Plan & Inventory](#), [Software Inventory](#)

4. Hardware Installation. 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.

Deliverable: Hardware Installation

This deliverable will be required for each data center.

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

Dependents: [Technical Architecture Design](#), [Hardware Procurement Plan & Inventory](#), [Software Inventory](#), [Installation and Configuration Guide](#)

Specifications: 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.

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- 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.

5. Install Counties Hardware. Complete the installation and configuration of needed county hardware (scanner, printers, label printers and computer (if needed)). This step will be coordinated with the Statewide rollout plan.

The Contractor and CDOS will mutually agree to county infrastructure which will be described in a separate Statement of work if the CDOS requests the Contractor to furnish the counties.

6. Data Centers Testing. Conduct fail over, security and other approved testing as per the hardware testing plan.

Deliverable: Performance & Security Test

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

Updated: No

Dependents: [Security Plan](#), [Updated Test Plan](#)

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

- a. The most recent version of the document Updated Test Plan, updated with any changes to the approach identified after the initial deliverable
- b. A listing of the performance and security test cycles executed and current status
- c. A listing of the defects / bugs generated during performance and security test, the resolution date, and resolution description
- d. Outstanding issues and a resolution plan
- e. Independent security testing including white hat attacks.
- f. Replication failover test results

Deliverable: Installation and Configuration Guide

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Purpose: The Installation and Configuration guide contains technical information for CDOS on the current configuration of the SCORE II hardware and software.

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

Dependents: [Technical Architecture Design, Hardware Installation](#)

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

- a. Central SCORE II hardware and network configuration settings
- b. Current SCORE II software configuration settings
- c. Current workstation configuration settings if applicable

Track 5: Implementation

1. Survey County Hardware. If needed, a detailed survey of each county's hardware requirements to be able to use the new system.

Deliverable: County Hardware Survey

The Contractor shall use the CDOS preliminary hardware survey and complete and enhance the survey for needed information.

Purpose: This document will be used to procure needed hardware for the counties.

Dependents: CDOS artifact

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

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

- a. Bandwidth / internet available
- b. Hardware available (screen, memory, hard drive, bar code, scanner, printer)
- c. Security architectures
- d. Imaging
- e. County standards
- f. Proposed SCORE II hardware configuration. If county standards or policies hinder the implementation of the SCORE II application at the county, the CDOS will work with the counties to reach a reasonable solution that can then be implemented by the Contractor.

2. Prepare Pilot Counties. Ensure readiness of pilot counties, including connectivity and hardware.

Deliverable: Prepare Pilot Counties

Purpose: Ensure readiness of pilot counties, including connectivity and hardware

Updated: No

Dependents: [Test Conversion](#)

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

- a. Verify data migration has been successfully completed
- b. Verify hardware has been successfully installed
- c. Provide additional application training as required

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3. Train Pilot Users. Train pilot counties users in preparation for the system pilot implementation.

Deliverable: Train Pilot Users

Purpose: The Training Curriculum and Documentation deliverable consists of the updated training curriculum to support SCORE II specific features.

Updated: No

Dependents: [Training Plan](#)

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

- a. An inventory of training curriculum
- b. SCORE II application training guide
- c. Conduct instructor led, on-site training
- d. Help desk is operational and end users have been instructed on how to access and use it.

4. Support Pilot Implementation. Provide the needed support to pilot counties during pilot implementation.

Deliverable: SCORE II Pilot Readiness

Contractor will not deploy into production the SCORE II system without prior CDOS review of the System Acceptance Criteria and SCORE II Readiness Report deliverables.

All lessons learned from the pilot implementation will be document and used in the State wide roll out. Prior deliverables will not necessarily be updated, depending on timing and value to the overall project.

Purpose: The Pilot Readiness report documents the readiness of SCORE II to deploy into production for all pilot counties. The report summarizes the current status of various components and confirms the readiness criteria documented in the System Acceptance Criteria deliverable.

Updated: No

Dependents: [Implementation Plan](#), [System Acceptance Criteria](#), [Pilot Test Plan](#), [Implementation Rollout](#), [SCORE II Readiness Report](#), [Prepare Statewide Counties](#)

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

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- 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. Testing 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 Pilot 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.

Deliverable: Pilot County Survey

Purpose: Provide the needed support to pilot counties during pilot implementation.

Updated: No

Dependents: None

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

- a. Provide personnel as needed to facilitate the pilot implementation
- b. Support and monitor communication and connectivity with pilot counties and CDOS
- c. Analyze the pilot implementation in full test and live production mode
- d. Survey pilot county users at the completion of the pilot implementation seeking input on what areas of the training could be improved and provide the CDOS with a revised training curriculum taking into account the feedback from training.

5. Prepare Statewide Counties. Procure any needed hardware and connectivity in all the counties Statewide. This step is coordinated with the Statewide Rollout Plan.

Deliverable: Prepare Statewide Counties

Purpose: Procure any needed hardware and connectivity in all the counties Statewide. This step is coordinated with the Statewide Rollout Plan.

Updated: No

Dependents: [Implementation Plan](#), [SCORE II Pilot Readiness](#), [SCORE II Readiness](#)

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

- a. Verify State data migration has been successfully completed
- b. Verify hardware has been successfully installed

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- c. Provide additional application training for all stakeholders as required

Deliverable: Final UAT

Purpose: To perform a final User Acceptance Test and document the results.

Note: This test will include a mock election track to be run in parallel or as part of the overall testing.

Updated: No

Dependents: [System Test Plan](#), [Regression and System Test](#), [UAT Plan & Testing](#)

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

- a. A description of Contractor's involvement as required by the State.
- b. Availability of the Contractor's Help Desk personnel
- c. Availability of the Contractor's issue tracking software for the process.
- d. Availability of the Contractor's programming staff to support quick turn around on issues.
- e. Support to load and re-load data as required by test scenarios.
- f. Support for the servers and peripherals used during the testing.

6. *Statewide Help Desk.* The State will need to establish a help desk service to support the production rollout of the system.

Deliverable: Help Desk Plan

Purpose: The Help Desk Plan describes the process and resources to support the SCORE II application help desk. The Plan outlines the process of resolving SCORE II application issues by CDOS and the escalation of unresolved issues to the application support help desk.

Contractor's Help Desk personnel will visit the counties to "learn" Colorado's voter registration and election management processes.

Updated: Yes. This deliverable will be updated with CDOS 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 CDOS may choose to acquire

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- d. A description of the escalation process used by CDOS to contact the Help Desk. This section includes a recommended flow chart 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 CDOS 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 CDOS Business Procedures.
- j. The CDOS will have access to Help Desk call logs and will monitor calls for quality control.
- k. Strategy for handling of the Colorado Election law information request

7. *Train Users.* Provide Statewide training for all users in coordination with the Statewide Rollout Plan.

Deliverable: Train End Users

Purpose: This deliverable trains all the users of the system from end-users to developers to support personnel.

Contractor will provide just-in-time, in-person training as close to go-live as possible, as well as re-fresher training before the first Colorado election.

Contractor will provide a Colorado Election Law subject matter expert or trainers trained by such person at every training class to conduct training.

Update: No

Dependents: [Training Plan](#)

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

- a. Identify training facilities
- b. Ensure connectivity and available infrastructure
- c. Provide on-site instructor led training
- d. Prepare training curriculum and materials for:

Application Training

Prior to each county implementation, the Contractor shall train all users, CDOS and county staff. Contractor shall ensure that the trainees understand the application and can properly use the application in a good and workman like fashion to the

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satisfaction of the county and State. The CDOS anticipates training will be held on a regional basis to include multiple counties (not applicable to the pilot counties).

8. Statewide Rollout. Provide support for the Statewide implementation in coordination with the Statewide Rollout Plan.

Deliverable: Implementation Rollout

Purpose: The SCORE II Implementation moves the SCORE II application into production making it the “system of record” for counties in the rollout process. Data is converted, the users are trained, and the system production environment is utilized.

The Contractor will be responsible for all implementation activities at the CDOS and all Colorado county clerk offices.

Updated: No

Dependents: [Implementation Plan](#), [System Acceptance Criteria](#), [SCORE II Pilot Readiness Report](#), [SCORE II Readiness Report](#)

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 resolution plan for each
- c. Listing of rollout implementation best practices
- d. System Acceptance Criteria deliverable with an additional column to document the acceptance criteria resolution
- e. Recommend in writing counties for phased Statewide rollout
- f. Provide personnel to facilitate Statewide rollout implementation
- g. Recommend in writing to the CDOS any post pilot changes
- h. Support and monitor communication and connectivity with Pilot counties and CDOS
- i. Analyze the Statewide implementation in full test and live production mode
- j. Survey pilot county users at the completion of the pilot implementation seeking input on what areas of the training could be improved and provide the CDOS with a revised training curriculum taking into account the feedback from training.

Deliverable: Maintenance and Support Plan

Purpose: The Maintenance and Support Plan is created to help ensure the right procedures are performed by the right people at the right time providing optimal support, security and performance of the application, as well as training, security and performance support materials that support the use of the application.

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

Dependents: [System Availability Plan, Operational Support](#)

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

- a. This section will provide the daily, weekly, monthly, quarterly, yearly, and as needed procedures/tasks to operate and maintain SCORE II, organized in SCORE II service area categories. Each procedure description will include the following detail in table form:
 - i. Frequency: How often the tasks/activities should occur – daily, weekly, monthly, quarterly, yearly and as needed
 - ii. Service: Which service area the task is aligned to
 - iii. Responsibility: Which teams (roles) are primarily responsible to execute these tasks
 - iv. Estimated Efforts: The estimated time to complete the task
 - v. Task/Activity Description: A description describing the concept or step by step instructions for the task
 - vi. Benefits: A Statement outlining the resulting or intended benefit(s) of the task
 - vii. The service areas will be defined in this section and directly linked to the appropriate role defined in the roles and responsibilities.
- b. Preliminary listing of CDOS staff and primary responsibilities once CDOS assumes responsibility for operating the system
- c. Listing of hardware and software components, expiration date for maintenance, and hardware and software Contractor primary contact point information
- d. Change management procedures. This section will follow the processes defined in Configuration Management Plan and the current CDOS change management process and procedures. It will provide the SCORE II procedures necessary to support changes to the SCORE II environment, such as application patch management, SCORE II custom code upgrades, operating system security patch management, and service pack management.

Deliverable: SCORE II Readiness

Contractor will not deploy into production the SCORE II system without prior CDOS review of the System Acceptance Criteria and SCORE II Readiness Report deliverables.

All lessons learned from the pilot implementation will be document and used in the State wide roll out. Prior deliverables will not necessarily be updated, depending on timing and value to the overall project.

Purpose: The Readiness report documents the readiness of SCORE II to deploy into production for all counties. The report summarizes the current status of various components and confirms the readiness criteria documented in the System Acceptance Criteria deliverable.

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Updated: No

Dependents: [Implementation Plan](#), [System Acceptance Criteria](#), [Pilot Test Plan](#),
[SCORE II Pilot Readiness Report](#), [Prepare Statewide Counties](#),
[Implementation Roll Out](#)

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. Confirmed and documented readiness criteria included in the Pilot Test Plan
- d. Confirmed training
- e. Final documentation completed including user guides, installation guides, training guides, system documentation (application and database), system administration and trouble-shooting documentation.
- f. Submit project report for acceptance.

Track 6: Post Support

Deliverable: Operational Support

Purpose: As the system is migrated into the production environment for all counties, Contractor staff dedicated to SCORE II shall operate and provide on-site support throughout the term of the contract and for a minimum period of sixty (60) calendar days after the November 2008 election cycle or until all issues resulting from this election have been resolved and accepted by CDOS, whichever occur later. For purposes hereof, the term “November 2008 election cycle” means the completion of all statutory obligations, as well as clerical obligations (e.g., including, but not limited to, the purging of the active/inactive voter list from the Statewide voter registration system) required in order to complete all election processes for that election. It is the intent of this provision that the November 2008 election cycle will provide a proper demonstration and test in order to ensure that all functionality performs within requirements.

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

Dependents: [Maintenance and Support Plan](#)

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

- a. Help Desk support
- b. Operational support
- c. Application support
 - i. Changes in the application because of changes in State and / or Federal law. The Contractor guarantees that it will provide the required changes and updates to the application prior to the deadline required by State or Federal law.
 - ii. Changes in the application requested by CDOS. These changes will require Change Control Board approval.
 - iii. Changes in the application due to new features or enhancements made by the Contractor to the application. These upgrades will be offered to the State as follows:
 1. For the first three (3) months following implementation, monthly with emergency exceptions as mutually agreed to by Contractor and CDOS.
 2. Nine (9) months following implementation, quarterly with emergency exceptions as mutually agreed to by Contractor and CDOS.
 - iv. Bug (defects) in the application will be worked on and corrected as prioritized through a joint effort between the CDOS, the Change control board and the Contractor once they are found and reported.

Exhibit A
Statement of Work

Deliverable: Train Support Users

Purpose: This deliverable trains all the support personnel of the system (data centers and help desk) and addresses the transition from a Contractor supported system to a CDOS supported.

Update: No

Dependents: [Training Plan](#)

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

- a. Identify training facilities
- b. Ensure connectivity and available infrastructure
- c. Provide on-site instructor led training
- d. Prepare training curriculum and materials for:

Application Training

The Contractor shall train all CDOS help desk staff. Contractor shall ensure that the trainees understand the application and can properly use the application in a good and workman like fashion to the satisfaction of the county and State.

Architecture Training

Training must be conducted for up to six (6) CDOS staff members regarding the operation, maintenance, security, performance, remote management and on-site support.

Software Training

Training must be conducted for up to six (6) CDOS staff members regarding the software (excluding the application) used to support and supplement the application.

Database Training

Training must be conducted for up to four (4) CDOS staff members regarding the support and maintenance of the database.

Application Development Tools Training

Programming training must be conducted for the six (6) CDOS staff assigned to the project.

Maintenance, Support and Operations

Training must be conducted for up to four (4) CDOS staff members on the maintenance and support of the application and the application development tools.

Deliverable: Integrated Development Environment – Additional Licenses

Exhibit A
Statement of Work

Purpose: The Contractor shall provide additional licenses for the Applications Integrated Development Environment (IDE).

Updated: No

Dependents: [Integrated Development Environment](#)

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

- a. The Contractor shall provide IDE licenses for eleven (11) concurrent sessions.
- b. The IDE's aids, scripts, utilities and related tool sets. Software shall not be less than one version behind the current release at the time of purchase.
- c. The Contractor shall ensure that the IDE provided provides the necessary functionality and integrates with the software developed for the application.
- d. The Contractor will work with CDOS staff to install the software, as well as verify and validate.

Exhibit B
Payment and Delivery Schedule

Total Cost Table	
Item	Original Cost
Hardware Cost Total	\$ 1,337,447.60
Software Cost Total	\$ 1,148,981.10
Project Labor Cost Total	\$ 5,880,000.00
Operational Labor Cost Total	\$ 768,000.00
Primary Hosting	\$ 113,800.00
DR Hosting	\$ 101,500.00
Miscellaneous Cost Total	\$ -
Sub-Total	\$ 9,349,728.70
Rent for Oct-06 through Mar-08	\$ (19,500.00)
Total	\$ 9,330,228.70

Services	Oct-06	Nov-06	Dec-06	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07
Deliverable: Project Plan	\$ 47,040.00												
Deliverable: Agency Interface Plan	\$ 32,928.00												
Deliverable: Organizational Change Management Plan	\$ 4,704.00												
Deliverable: Project Web-Site	\$ 47,040.00												
Deliverable: Integrated Development Environment	\$ 28,224.00												
Deliverable: Source Code	\$ 352,800.00												
Deliverable: System Acceptance Criteria		\$ 14,112.00											
Deliverable: System Test Plan		\$ 14,112.00											
Deliverable: Conversion Plan		\$ 14,112.00											
Deliverable: Disaster Recovery Plan / Business Continuity Plan		\$ 9,408.00											
Deliverable: Security Plan		\$ 32,928.00											
Deliverable: Data Centers GAP Analysis		\$ 35,280.00											
Deliverable: Training Plan		\$ 14,112.00											
Deliverable: Detailed Design for Colorado Customizations			\$ 98,784.00										
Deliverable: Implementation Plan			\$ 32,928.00										
Deliverable: Technical Architecture Design			\$ 141,120.00										
Deliverable: Hardware Installation - e-For3t			\$ 141,120.00										
Deliverable: Pilot Test Plan			\$ 14,112.00										
Deliverable: System Availability Plan			\$ 14,112.00										
Deliverable: Application Requirements			\$ 141,120.00										
Deliverable: Hardware Procurement Plan & Inventory				\$ 35,280.00									
Deliverable: Software Inventory				\$ 35,280.00									
Deliverable: County Hardware Survey					\$ 70,560.00								
Deliverable: Conversion Detail Design					\$ 105,840.00								
Deliverable: Hardware Installation - CDOS						\$ 141,120.00							
Deliverable: Prepare Pilot Counties						\$ 282,240.00							
Deliverable: Configure Software						\$ 352,800.00							
Deliverable: System Test						\$ 28,224.00							
Deliverable: Updated Detailed Design for Colorado Interfaces						\$ 141,120.00							
Deliverable: Updated Test Plan						\$ 28,224.00							
Deliverable: Pilot Data Migration							\$ 211,680.00						
Deliverable: UAT / Pilot Training							\$ 28,224.00						
Deliverable: Report Status / Status Meetings								\$ 164,640.00					
Deliverable: Performance & Security Test								\$ 141,120.00					
Deliverable: Installation and Configuration Guide								\$ 35,280.00					
Deliverable: Verify Pilot Data Migration								\$ 35,280.00					
Deliverable: User Acceptance Test Plan								\$ 141,120.00					
Deliverable: Duplicate Voter Check									\$ 35,280.00				
Deliverable: Test Conversion									\$ 176,400.00				
Deliverable: Regression and System Test									\$ 28,224.00				
Deliverable: Documentation									\$ 42,336.00				
Deliverable: Pilot Counties Data Migration										\$ 141,120.00			
Deliverable: Train Pilot Users										\$ 70,560.00			
Deliverable: SCORE II Pilot Readiness										\$ 70,560.00			
Deliverable: Pilot County Survey											\$ 70,560.00		
Deliverable: Prepare Statewide Counties												\$ 10,080.00	\$ 10,080.00
Deliverable: Transition Plan												\$ 60,480.00	\$ 60,480.00
Deliverable: Train End Users													
Deliverable: Implementation Roll Out													
Deliverable: Help Desk Plan													
Deliverable: Maintenance and Support Plan													
Deliverable: SCORE II Readiness													
Deliverable: Final Acceptance Testing/Mock Election													
Services Monthly Total	\$ 512,736.00	\$ 134,064.00	\$ 583,296.00	\$ 70,560.00	\$ 176,400.00	\$ 973,728.00	\$ 239,904.00	\$ 517,440.00	\$ 282,240.00	\$ 282,240.00	\$ 70,560.00	\$ 70,560.00	\$ 70,560.00
Services Running Total	\$ 512,736.00	\$ 646,800.00	\$ 1,230,096.00	\$ 1,300,656.00	\$ 1,477,056.00	\$ 2,450,784.00	\$ 2,690,688.00	\$ 3,208,128.00	\$ 3,490,368.00	\$ 3,772,608.00	\$ 3,843,168.00	\$ 3,913,728.00	\$ 3,984,288.00
Retention Payout													
Milestone: Customize Software						\$ 249,018.00							
Milestone: Mock Election								\$ 104,076.00					
Milestone: Pilot Deployment										\$ 49,392.00			
Milestone: Statewide Deployment													
Milestone: 60 Day Warranty Expiration													
Services + Retention Payout Monthly Total	\$ 512,736.00	\$ 134,064.00	\$ 583,296.00	\$ 70,560.00	\$ 176,400.00	\$ 1,222,746.00	\$ 239,904.00	\$ 517,440.00	\$ 386,316.00	\$ 282,240.00	\$ 119,952.00	\$ 70,560.00	\$ 70,560.00
Services + Retention Payout Running Total	\$ 512,736.00	\$ 646,800.00	\$ 1,230,096.00	\$ 1,300,656.00	\$ 1,477,056.00	\$ 2,699,802.00	\$ 2,939,706.00	\$ 3,457,146.00	\$ 3,843,462.00	\$ 4,125,702.00	\$ 4,245,654.00	\$ 4,316,214.00	\$ 4,386,774.00
1% Daily Late Fees, following 5 day cure period, begins if Milestone is missed; No cap on daily late fees						\$ -			\$ -		\$ -		
Rent (\$13 / sq foot / annum)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)
Data Center Support													
Primary Hosting (e-For3t)				\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Disaster Recovery Hosting (CDOS)						\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Data Center Support Monthly Total	\$ -	\$ -	\$ -	\$ 2,300.00	\$ 2,300.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 12,300.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Data Center Support Running Total	\$ -	\$ -	\$ -	\$ 2,300.00	\$ 4,600.00	\$ 9,200.00	\$ 13,800.00	\$ 18,400.00	\$ 23,000.00	\$ 35,300.00	\$ 55,300.00	\$ 75,300.00	\$ 95,300.00
Monthly Grand Total	\$ 511,652.67	\$ 132,980.67	\$ 582,212.67	\$ 71,776.67	\$ 177,616.67	\$ 1,226,262.67	\$ 243,420.67	\$ 520,956.67	\$ 389,832.67	\$ 293,456.67	\$ 138,868.67	\$ 89,476.67	\$ 89,476.67
Monthly Running Grand Total	\$ 511,652.67	\$ 644,633.33	\$ 1,226,846.00	\$ 1,298,622.67	\$ 1,476,239.33	\$ 2,702,502.00	\$ 2,945,922.67	\$ 3,466,879.33	\$ 3,856,712.00	\$ 4,150,168.67	\$ 4,289,037.33	\$ 4,378,514.00	\$ 4,467,990.67

Services	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08
Deliverable: Project Plan													
Deliverable: Agency Interface Plan													
Deliverable: Organizational Change Management Plan													
Deliverable: Project Web-Site													
Deliverable: Integrated Development Environment													
Deliverable: Source Code													
Deliverable: System Acceptance Criteria													
Deliverable: System Test Plan													
Deliverable: Conversion Plan													
Deliverable: Disaster Recovery Plan / Business Continuity Plan													
Deliverable: Security Plan													
Deliverable: Data Centers GAP Analysis													
Deliverable: Training Plan													
Deliverable: Detailed Design for Colorado Customizations													
Deliverable: Implementation Plan													
Deliverable: Technical Architecture Design													
Deliverable: Hardware Installation - e-For3t													
Deliverable: Pilot Test Plan													
Deliverable: System Availability Plan													
Deliverable: Application Requirements													
Deliverable: Hardware Procurement Plan & Inventory													
Deliverable: Software Inventory													
Deliverable: County Hardware Survey													
Deliverable: Conversion Detail Design													
Deliverable: Hardware Installation - CDOS													
Deliverable: Prepare Pilot Counties													
Deliverable: Configure Software													
Deliverable: System Test													
Deliverable: Updated Detailed Design for Colorado Interfaces													
Deliverable: Updated Test Plan													
Deliverable: Pilot Data Migration													
Deliverable: UAT / Pilot Training													
Deliverable: Report Status / Status Meetings													
Deliverable: Performance & Security Test													
Deliverable: Installation and Configuration Guide													
Deliverable: Verify Pilot Data Migration													
Deliverable: User Acceptance Test Plan													
Deliverable: Duplicate Voter Check													
Deliverable: Test Conversion													
Deliverable: Regression and System Test													
Deliverable: Documentation													
Deliverable: Pilot Counties Data Migration													
Deliverable: Train Pilot Users													
Deliverable: SCORE II Pilot Readiness													
Deliverable: Pilot County Survey													
Deliverable: Prepare Statewide Counties	\$ 70,560.00												
Deliverable: Transition Plan		\$ 14,112.00											
Deliverable: Train End Users	\$ 10,080.00	\$ 10,080.00	\$ 10,080.00	\$ 10,080.00	\$ 10,080.00								
Deliverable: Implementation Roll Out	\$ 60,480.00	\$ 60,480.00	\$ 60,480.00	\$ 60,480.00									
Deliverable: Help Desk Plan						\$ 70,560.00							
Deliverable: Maintenance and Support Plan						\$ 70,560.00							
Deliverable: SCORE II Readiness						\$ 70,560.00							
Deliverable: Final Acceptance Testing/Mock Election						\$ 70,560.00							
Services Monthly Total	\$ 141,120.00	\$ 84,672.00	\$ 70,560.00	\$ 70,560.00	\$ 352,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services Running Total	\$ 4,125,408.00	\$ 4,210,080.00	\$ 4,280,640.00	\$ 4,351,200.00	\$ 4,704,000.00	\$ 4,704,000.00	\$ 4,704,000.00	\$ 4,704,000.00	\$ 4,704,000.00	\$ 4,704,000.00	\$ 4,704,000.00	\$ 4,704,000.00	\$ 4,704,000.00
Retention Payout													
Milestone: Customize Software													
Milestone: Mock Election													
Milestone: Pilot Deployment													
Milestone: Statewide Deployment					\$ 185,514.00								
Milestone: 60 Day Warranty Expiration													\$ -
Services + Retention Payout Monthly Total	\$ 141,120.00	\$ 84,672.00	\$ 70,560.00	\$ 70,560.00	\$ 538,314.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services + Retention Payout Running Total	\$ 4,527,894.00	\$ 4,612,566.00	\$ 4,683,126.00	\$ 4,753,686.00	\$ 5,292,000.00	\$ 5,292,000.00	\$ 5,292,000.00	\$ 5,292,000.00	\$ 5,292,000.00	\$ 5,292,000.00	\$ 5,292,000.00	\$ 5,292,000.00	\$ 5,292,000.00
1% Daily Late Fees, following 5 day cure period, begins if Milesto					\$ -								
Rent (\$13 / sq foot / annum)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)	\$ (1,083.33)								
Data Center Support													
Primary Hosting (e-For3t)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Disaster Recovery Hosting (CDOS)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Data Center Support Monthly Total	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Data Center Support Running Total	\$ 115,300.00	\$ 135,300.00	\$ 155,300.00	\$ 175,300.00	\$ 195,300.00	\$ 215,300.00	\$ 235,300.00	\$ 255,300.00	\$ 275,300.00	\$ 295,300.00	\$ 315,300.00	\$ 335,300.00	\$ 355,300.00
Monthly Grand Total	\$ 160,036.67	\$ 103,588.67	\$ 89,476.67	\$ 89,476.67	\$ 557,230.67	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Monthly Running Grand Total	\$ 4,628,027.33	\$ 4,731,616.00	\$ 4,821,092.67	\$ 4,910,569.33	\$ 5,467,800.00	\$ 5,487,800.00	\$ 5,507,800.00	\$ 5,527,800.00	\$ 5,547,800.00	\$ 5,567,800.00	\$ 5,587,800.00	\$ 5,607,800.00	\$ 5,627,800.00

Services	Dec-08	Jan-09							
Deliverable: Project Plan									
Deliverable: Agency Interface Plan									
Deliverable: Organizational Change Management Plan									
Deliverable: Project Web-Site									
Deliverable: Integrated Development Environment									
Deliverable: Source Code									
Deliverable: System Acceptance Criteria									
Deliverable: System Test Plan									
Deliverable: Conversion Plan									
Deliverable: Disaster Recovery Plan / Business Continuity Plan									
Deliverable: Security Plan									
Deliverable: Data Centers GAP Analysis									
Deliverable: Training Plan									
Deliverable: Detailed Design for Colorado Customizations									
Deliverable: Implementation Plan									
Deliverable: Technical Architecture Design									
Deliverable: Hardware Installation - e-For3t									
Deliverable: Pilot Test Plan									
Deliverable: System Availability Plan									
Deliverable: Application Requirements									
Deliverable: Hardware Procurement Plan & Inventory									
Deliverable: Software Inventory									
Deliverable: County Hardware Survey									
Deliverable: Conversion Detail Design									
Deliverable: Hardware Installation - CDOS									
Deliverable: Prepare Pilot Counties									
Deliverable: Configure Software									
Deliverable: System Test									
Deliverable: Updated Detailed Design for Colorado Interfaces									
Deliverable: Updated Test Plan									
Deliverable: Pilot Data Migration									
Deliverable: UAT / Pilot Training									
Deliverable: Report Status / Status Meetings									
Deliverable: Performance & Security Test									
Deliverable: Installation and Configuration Guide									
Deliverable: Verify Pilot Data Migration									
Deliverable: User Acceptance Test Plan									
Deliverable: Duplicate Voter Check									
Deliverable: Test Conversion									
Deliverable: Regression and System Test									
Deliverable: Documentation									
Deliverable: Pilot Counties Data Migration									
Deliverable: Train Pilot Users									
Deliverable: SCORE II Pilot Readiness									
Deliverable: Pilot County Survey									
Deliverable: Prepare Statewide Counties									
Deliverable: Transition Plan									
Deliverable: Train End Users									
Deliverable: Implementation Roll Out									
Deliverable: Help Desk Plan									
Deliverable: Maintenance and Support Plan									
Deliverable: SCORE II Readiness									
Deliverable: Final Acceptance Testing/Mock Election									
Services Monthly Total	\$ -	\$ -							
Services Running Total	\$ 4,704,000.00	\$ 4,704,000.00							
Retention Payout									
Milestone: Customize Software									
Milestone: Mock Election									
Milestone: Pilot Deployment									
Milestone: Statewide Deployment									
Milestone: 60 Day Warranty Expiration	\$ -	\$ 588,000.00							
Services + Retention Payout Monthly Total	\$ -	\$ 588,000.00							
Services + Retention Payout Running Total	\$ 5,292,000.00	\$ 5,880,000.00							
1% Daily Late Fees, following 5 day cure period, begins if Milesto									
Rent (\$13 / sq foot / annum)									
Data Center Support									
Primary Hosting (e-For3t)	\$ 10,000.00	\$ 10,000.00							
Disaster Recovery Hosting (CDOS)	\$ 10,000.00	\$ 10,000.00							
Data Center Support Monthly Total	\$ 20,000.00	\$ 20,000.00							
Data Center Support Running Total	\$ 375,300.00	\$ 395,300.00							
Monthly Grand Total	\$ 20,000.00	\$ 608,000.00							
Monthly Running Grand Total	\$ 5,647,800.00	\$ 6,255,800.00							

Exhibit B
Payment and Delivery Schedule

Deliverable	Due Date	BAFO Cost	DOS Grading %	Track Budget	Payment	Payment Less 20%	Hold Back Amount (20%)	Cummulative Holdback Amt	Daily Late Fee 1%	Retention Payment 50%
Deliverable: Project Plan	23-Oct-06	\$ 200,000.00	10%	\$588,000.00	\$ 58,800.00	\$ 47,040.00	\$ 11,760.00	\$ 11,760.00	\$ -	
Deliverable: Agency Interface Plan	23-Oct-06	\$ 45,000.00	7%	\$588,000.00	\$ 41,160.00	\$ 32,928.00	\$ 8,232.00	\$ 19,992.00		
Deliverable: Organizational Change Management Plan	23-Oct-06	\$ -	1%	\$588,000.00	\$ 5,880.00	\$ 4,704.00	\$ 1,176.00	\$ 21,168.00		
Deliverable: Project Web-Site	23-Oct-06	\$ -	10%	\$588,000.00	\$ 58,800.00	\$ 47,040.00	\$ 11,760.00	\$ 32,928.00		
Deliverable: System Acceptance Criteria	6-Nov-06	\$ -	3%	\$588,000.00	\$ 17,640.00	\$ 14,112.00	\$ 3,528.00	\$ 36,456.00		
Deliverable: System Test Plan	6-Nov-06	\$ -	3%	\$588,000.00	\$ 17,640.00	\$ 14,112.00	\$ 3,528.00	\$ 39,984.00		
Deliverable: Conversion Plan	13-Nov-06	\$ -	3%	\$588,000.00	\$ 17,640.00	\$ 14,112.00	\$ 3,528.00	\$ 43,512.00		
Deliverable: Disaster Recovery Plan / Business Continuity Plan	13-Nov-06	\$ -	2%	\$588,000.00	\$ 11,760.00	\$ 9,408.00	\$ 2,352.00	\$ 45,864.00		
Deliverable: Security Plan	13-Nov-06	\$ -	7%	\$588,000.00	\$ 41,160.00	\$ 32,928.00	\$ 8,232.00	\$ 54,096.00		
Deliverable: Training Plan	27-Nov-06	\$ -	3%	\$588,000.00	\$ 17,640.00	\$ 14,112.00	\$ 3,528.00	\$ 57,624.00		
Deliverable: Detailed Design for Colorado Customizations	4-Dec-06	\$ -	7%	\$1,764,000.00	\$ 123,480.00	\$ 98,784.00	\$ 24,696.00	\$ 82,320.00	\$ -	
Deliverable: Implementation Plan	4-Dec-06	\$ -	7%	\$588,000.00	\$ 41,160.00	\$ 32,928.00	\$ 8,232.00	\$ 90,552.00		
Deliverable: Technical Architecture Design	8-Dec-06	\$ -	20%	\$882,000.00	\$ 176,400.00	\$ 141,120.00	\$ 35,280.00	\$ 125,832.00		
Deliverable: Pilot Test Plan	18-Dec-06	\$ -	3%	\$588,000.00	\$ 17,640.00	\$ 14,112.00	\$ 3,528.00	\$ 129,360.00		
Deliverable: System Availability Plan	19-Dec-06	\$ -	3%	\$588,000.00	\$ 17,640.00	\$ 14,112.00	\$ 3,528.00	\$ 132,888.00		
Deliverable: Application Requirements	22-Dec-06	\$ 400,000.00	10%	\$1,764,000.00	\$ 176,400.00	\$ 141,120.00	\$ 35,280.00	\$ 168,168.00	\$ -	
Deliverable: Conversion Detail Design	9-Feb-07	\$ 120,000.00	15%	\$882,000.00	\$ 132,300.00	\$ 105,840.00	\$ 26,460.00	\$ 194,628.00		
Deliverable: Prepare Pilot Counties	2-Mar-07	\$ -	20%	\$1,764,000.00	\$ 352,800.00	\$ 282,240.00	\$ 70,560.00	\$ 265,188.00		
Deliverable: Configure Software	30-Mar-07	\$ 320,000.00	25%	\$1,764,000.00	\$ 441,000.00	\$ 352,800.00	\$ 88,200.00	\$ 353,388.00	\$ -	
Deliverable: System Test	30-Mar-07	\$ -	2%	\$1,764,000.00	\$ 35,280.00	\$ 28,224.00	\$ 7,056.00	\$ 360,444.00		
Deliverable: Updated Detailed Design for Colorado Interfaces	30-Mar-07	\$ 390,000.00	10%	\$1,764,000.00	\$ 176,400.00	\$ 141,120.00	\$ 35,280.00	\$ 395,724.00	\$ -	
Deliverable: Updated Test Plan	30-Mar-07	\$ 110,000.00	2%	\$1,764,000.00	\$ 35,280.00	\$ 28,224.00	\$ 7,056.00	\$ 402,780.00		
Deliverable: Integrated Development Environment	23-Oct-06	\$ 200,000.00	2%	\$1,764,000.00	\$ 35,280.00	\$ 28,224.00	\$ 7,056.00	\$ 7,056.00		
Deliverable: Source Code	23-Oct-06	\$ 750,000.00	25%	\$1,764,000.00	\$ 441,000.00	\$ 352,800.00	\$ 88,200.00	\$ 95,256.00		
Deliverable: Duplicate Voter Check Criteria										
Milestone # 1 Customized Software		\$ 2,535,000.00			\$ 2,490,180.00	\$ 1,992,144.00	\$ 498,036.00		\$ -	\$ 249,018.00
Deliverable: Pilot Data Migration	20-Apr-07	\$ 80,000.00	30%	\$882,000.00	\$ 264,600.00	\$ 211,680.00	\$ 52,920.00	\$ 52,920.00		
Deliverable: UAT / Pilot Training	20-Apr-07	\$ 75,000.00	2%	\$1,764,000.00	\$ 35,280.00	\$ 28,224.00	\$ 7,056.00	\$ 59,976.00	\$ -	
Deliverable: Performance & Security Test	4-May-07	\$ 350,000.00	20%	\$882,000.00	\$ 176,400.00	\$ 141,120.00	\$ 35,280.00	\$ 95,256.00		
Deliverable: Installation and Configuration Guide	5-May-07	\$ 75,000.00	5%	\$882,000.00	\$ 44,100.00	\$ 35,280.00	\$ 8,820.00	\$ 104,076.00		
Deliverable: Verify Pilot Data Migration	11-May-07	\$ -	5%	\$882,000.00	\$ 44,100.00	\$ 35,280.00	\$ 8,820.00	\$ 112,896.00		
Deliverable: User Acceptance Test Plan	18-May-07	\$ 100,000.00	10%	\$1,764,000.00	\$ 176,400.00	\$ 141,120.00	\$ 35,280.00	\$ 148,176.00	\$ -	
Deliverable: Duplicate Voter Check	1-Jun-07	\$ -	5%	\$882,000.00	\$ 44,100.00	\$ 35,280.00	\$ 8,820.00	\$ 156,996.00		
Deliverable: Test Conversion	1-Jun-07	\$ -	25%	\$882,000.00	\$ 220,500.00	\$ 176,400.00	\$ 44,100.00	\$ 201,096.00	\$ -	
Deliverable: Regression & System Test / Production Build	15-Jun-07	\$ 160,000.00	2%	\$1,764,000.00	\$ 35,280.00	\$ 28,224.00	\$ 7,056.00	\$ 208,152.00	\$ -	
Milestone # 2 UAT / Mock Election		\$ 840,000.00			\$ 1,040,760.00	\$ 832,608.00	\$ 208,152.00		\$ -	\$ 104,076.00
Deliverable: Documentation	30-Jun-07	\$ 150,000.00	3%	\$1,764,000.00	\$ 52,920.00	\$ 42,336.00	\$ 10,584.00	\$ 10,584.00		
Deliverable: Pilot Counties Data Migration	9-Jul-07	\$ -	20%	\$882,000.00	\$ 176,400.00	\$ 141,120.00	\$ 35,280.00	\$ 45,864.00	\$ -	
Deliverable: Train Pilot Users	20-Jul-07	\$ 80,000.00	5%	\$1,764,000.00	\$ 88,200.00	\$ 70,560.00	\$ 17,640.00	\$ 63,504.00		
Deliverable: SCORE II Pilot Readiness	21-Jul-07	\$ -	5%	\$1,764,000.00	\$ 88,200.00	\$ 70,560.00	\$ 17,640.00	\$ 81,144.00		
Deliverable: Pilot County Survey	24-Aug-07	\$ -	5%	\$1,764,000.00	\$ 88,200.00	\$ 70,560.00	\$ 17,640.00	\$ 98,784.00	\$ -	
Milestone # 3 Pilot County Rollout		\$ 230,000.00			\$ 493,920.00	\$ 395,136.00	\$ 98,784.00		\$ -	\$ 49,392.00
Deliverable: Data Centers GAP Analysis	24-Nov-06	\$ -	5%	\$882,000.00	\$ 44,100.00	\$ 35,280.00	\$ 8,820.00	\$ 104,076.00		
Deliverable: Hardware Installation - CDOS	15-Dec-06	\$ 120,000.00	20%	\$882,000.00	\$ 176,400.00	\$ 141,120.00	\$ 35,280.00	\$ 139,356.00		
Deliverable: Hardware Installation - e-Fort	2-Mar-07	\$ 120,000.00	20%	\$882,000.00	\$ 176,400.00	\$ 141,120.00	\$ 35,280.00	\$ 174,636.00		
Deliverable: Hardware Procurement Plan & Inventory	26-Jan-07	\$ -	5%	\$882,000.00	\$ 44,100.00	\$ 35,280.00	\$ 8,820.00	\$ 183,456.00		
Deliverable: Software Inventory	26-Jan-07	\$ -	5%	\$882,000.00	\$ 44,100.00	\$ 35,280.00	\$ 8,820.00	\$ 192,276.00		
Deliverable: County Hardware Survey	2-Feb-07	\$ -	5%	\$1,764,000.00	\$ 88,200.00	\$ 70,560.00	\$ 17,640.00	\$ 209,916.00		
Deliverable: Report Status / Status Meetings	1-May-07	\$ 800,000.00	35%	\$588,000.00	\$ 205,800.00	\$ 164,640.00	\$ 41,160.00	\$ 251,076.00		
Deliverable: Prepare Statewide Counties	16-Nov-07	\$ 700,000.00	5%	\$1,764,000.00	\$ 88,200.00	\$ 70,560.00	\$ 17,640.00	\$ 268,716.00		
Deliverable: Final Acceptance Testing/Mock Election	NEW	\$ -	5%	\$1,764,000.00	\$ 88,200.00	\$ 70,560.00	\$ 17,640.00	\$ 286,356.00	\$ -	
Deliverable: Transition Plan	24-Dec-07	\$ -	3%	\$588,000.00	\$ 17,640.00	\$ 14,112.00	\$ 3,528.00	\$ 289,884.00	\$ -	
Deliverable: Train End Users	18-Mar-08	\$ 535,000.00	5%	\$1,764,000.00	\$ 88,200.00	\$ 70,560.00	\$ 17,640.00	\$ 307,524.00	\$ -	
Deliverable: Help Desk Plan	28-Mar-08	\$ -	5%	\$1,764,000.00	\$ 88,200.00	\$ 70,560.00	\$ 17,640.00	\$ 325,164.00	\$ -	
Deliverable: Implementation Roll Out	28-Mar-08	\$ -	30%	\$1,764,000.00	\$ 529,200.00	\$ 423,360.00	\$ 105,840.00	\$ 431,004.00	\$ -	
Deliverable: Maintenance and Support Plan	29-Mar-08	\$ -	5%	\$1,764,000.00	\$ 88,200.00	\$ 70,560.00	\$ 17,640.00	\$ 448,644.00		
Deliverable: SCORE II Readiness	30-Mar-08	\$ -	5%	\$1,764,000.00	\$ 88,200.00	\$ 70,560.00	\$ 17,640.00	\$ 466,284.00		
Milestone # 4 State Rollout		\$ 2,275,000.00			\$ 1,855,140.00	\$ 1,484,112.00	\$ 371,028.00		\$ -	\$ 185,514.00
		\$ 5,880,000.00			\$ 5,880,000.00	\$ 4,704,000.00	\$ 1,176,000.00			\$ 588,000.00

This exhibit not published.

**Please contact the communications office of the Secretary of State concerning
availability of this exhibit.**

Exhibit B
Payment and Delivery Schedule

Deliverable	Monthly Cost	# Months	Total Cost	Monthly Cost	# Months	Total Cost	Payment
Data Center Hosting	----- Non-Production -----			----- Production -----			
e-Fort (Primary)							
Hardware / Software Provisioning	\$ -	6	\$ -	\$ 2,400.00	10	\$ 24,000.00	\$ 24,000.00
Equipment - Routing & Switching	\$ -	6	\$ -	\$ 2,400.00	10	\$ 24,000.00	\$ 24,000.00
Security, Fire and Environment Monitoring	\$ -	6	\$ -	\$ 600.00	10	\$ 6,000.00	\$ 6,000.00
Recovery Services	\$ 900.00	6	\$ 5,400.00	\$ 1,800.00	10	\$ 18,000.00	\$ 23,400.00
Other Managed Hosting Services	\$ 1,400.00	6	\$ 8,400.00	\$ 2,800.00	10	\$ 28,000.00	\$ 36,400.00
e-Fort Sub-Total	\$ 2,300.00	6	\$ 13,800.00	\$ 10,000.00	20	\$ 100,000.00	\$ 113,800.00
CDOS (Disaster Recovery)							
Hardware / Software Provisioning	\$ -	5	\$ -	\$ 2,400.00	9	\$ 21,600.00	\$ 21,600.00
Equipment - Routing & Switching	\$ -	5	\$ -	\$ 2,400.00	9	\$ 21,600.00	\$ 21,600.00
Security, Fire and Environment Monitoring	\$ -	5	\$ -	\$ 600.00	9	\$ 5,400.00	\$ 5,400.00
Recovery Services	\$ 900.00	5	\$ 4,500.00	\$ 1,800.00	9	\$ 16,200.00	\$ 20,700.00
Other Managed Hosting Services	\$ 1,400.00	5	\$ 7,000.00	\$ 2,800.00	9	\$ 25,200.00	\$ 32,200.00
CDOS Sub-Total	\$ 2,300.00	5	\$ 5,750.00	\$ 10,000.00	19	\$ 190,000.00	\$ 101,500.00
HOSTING SUB-TOTAL							\$ 215,300.00

Note: If Data Centers are not ready by the planned dates, the services and the charges will not commence until the actual date of readiness.

Exhibit B
Payment and Delivery Schedule

Deliverable	Due Date	Payment
Track 6: Post Support		
Help Desk	May-08	\$ 128,000.00
Operational Support		\$ 320,000.00
Deliverable: Maintenance and Support Plan	May-08	\$ -
Deliverable: Train Support Users	TBD	\$ -
Application Support		\$ 320,000.00
Deliverable: Integrated Development Enviornment (11 Licenses)	May-08	\$ -
OPERATIONAL SUPPORT SUB-TOTAL		\$ 768,000.00

EXHIBIT C
OPTION LETTER TEMPLATE

Date: _____ State Fiscal Year: _____ Option Letter No.: _____

SUBJECT: *(Please indicate purpose by choosing one of the following)*

- 1 – Option to renew only *(for an additional term)*
- 2 – Change in the amount of goods within current term
- 3 – Change in amount of goods in conjunction with renewal for additional term
- 4 – Level of service change within current term
- 5 – Level of service change in conjunction with renewal for additional term

In accordance with Paragraph(s) _____ of contract routing number *(FY) (Agency) (Routing #)*, between the State of Colorado, Department of State, and *(Contractor's Name)* the state hereby exercises the option for an additional term of *(include performance period here)* at a cost/price specified in Paragraph/Section/Provision _____, AND/OR Paragraph/Schedule/Exhibit.

The amount of the current Fiscal Year contract value is increased/decreased by (\$ amount of change) to a new contract value of (\$ _____) to satisfy services/goods ordered under the contract for the current fiscal year *(indicate Fiscal Year)*. The first sentence in Paragraph/Section/Provision _____ is hereby modified accordingly.

The total contract value to include all previous amendments, option letter, etc. is (\$_____).

APPROVALS:

State of Colorado:

Bill Owens, Governor

By: _____ Date: _____

Gigi Dennis, Colorado Secretary of State
Colorado Department of State

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

**STATE CONTROLLER:
Leslie M. Shenefelt**

By _____

Date _____

EXHIBIT D
BILATERAL CHANGE ORDER TEMPLATE

State of Colorado Fiscal Year ****-****

Bilateral Change Order Letter No.: _____

Date: _____, 20____

In accordance with Paragraph _____. of contract routing number _____, between the State of Colorado, Department of State and Saber Corporation covering the period of **[date]** through **[date]**, the undersigned agree that the supplies/services affected by this change letter are modified as follows:

Services/Supplies

Exhibit ____, is amended by [adding/deleting] _____, serial numbers _____ and _____.

Price/Cost

The maximum amount payable by the State for [service/supply] in Paragraph [number] is [increased/decreased] by (\$ amount of change) to a new not to exceed total of (\$ _____) based on the unit pricing schedule at Attachment _____. The first sentence in Paragraph _____ is hereby modified accordingly;

or

The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for adjustment to [price][cost ceiling], delivery schedule, or other terms or conditions of the contract. The parties waive and release each other from any claims or demands for adjustment to the contract, including but not limited to price, cost, and schedule, whether based on costs of changed work or direct or indirect impacts on unchanged work. Controller approval of this "no cost" change is not required. _____ Contractor initials. _____ Agency initials.

This change to the contract is intended to be effective as of _____, **but, except with respect to "no cost" changes identified above, in no event shall it be deemed valid until it shall have been approved by the State Controller or such assistant as he may designate.**

Please sign, date, and return all copies of this letter on or before _____, 20____.

CONTRACTOR:
SABER CORPORATION

STATE:
COLORADO DEPARTMENT OF STATE

By: _____
(Name of Person signing)
Title: _____
Date: _____
FEIN: **_*****

By: _____
Ginette Dennis
Secretary of State, or designee

APPROVALS:

DEPARTMENT OF PERSONNEL
DIVISION OF FINANCE AND PROCUREMENT
Leslie M. Shenefelt, State Controller

By: _____
Pre-approved HAVA Steering
Committee
Date: _____

By: _____
State Controller or Designee

EXHIBIT E FEDERAL CERTIFICATIONS

Suspension and Debarment

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transaction

Instructions for Certifications

1. By signing this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted or with whom this contract is made for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting its proposal and signing this contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal and signing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed

EXHIBIT E FEDERAL CERTIFICATIONS

for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal and execution of this contract, that neither it nor its principals is presently declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its proposal.

EXHIBIT E
FEDERAL CERTIFICATIONS

Certification Regarding Drug-Free Workplace Requirements

Instructions for Certifications

1. By signing and/or submitting this contract, the contractor is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant and executes the contract. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

Drug-Free Workplace Certifications

- A. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
 2. Establishing an ongoing drug-free awareness program to inform employees about-
 - a. The dangers of drug abuse in the workplace;

EXHIBIT E
FEDERAL CERTIFICATIONS

- b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant/contract be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant/contract, the employee will:
- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant/contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant/contract;
6. Taking one of the following actions, within 30 calendar days of receiving paragraph 4(b), with respect to any employee who is so convicted:
- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
- B. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with this grant/contract:

EXHIBIT E
FEDERAL CERTIFICATIONS
Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

1. No federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

EXHIBIT E
FEDERAL CERTIFICATIONS

2. If any funds other than Federal appointed funds have been paid or will be paid to any person for influencing or attempting to influence an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Tobacco Free Certification

Public Law 103-227, the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by any entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided by private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. By submitting and signing the application and this contract, the Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification to be included in any sub-awards which contain provisions for children's services and that all sub-grantees shall certify and perform accordingly.

EXHIBIT F

DEPARTMENT OF STATE POLICIES AND PROCEDURES APPLICABLE TO INDEPENDENT CONTRACTORS

While independent contractors are not employees of the State and do not enjoy the rights and privileges afforded employees of the State, such contractors are expected to adhere to certain policies and procedures while working in the state environment.

Facilities, Equipment and Supplies:

The Contractor will be issued keys and/or card keys for access to the office while working with the Department of State. Access may be limited to the area that is designated for the contractor, and if after-hours and weekend access to the building are granted to the contractor, additional keys and/or cards will be issued to the Contractor. Building and/or office keys are not to be loaned to anyone for any reason. If a key is lost, the Contractor shall report the loss to the CIO of CDOS immediately; the Contractor may be held responsible for any costs for the replacement of the keys. Contractors should be aware that their comings and goings can be track by use of the card key system.

The department provides a break room and kitchen areas for use by the employees, and since state funds may not be used for personal expenses of employees, each division has devised its own system for funding the supplies in these areas. Contractors who wish to use these areas may do so and should contribute to the costs of supplies as an employee would.

The Contractor is expected to provide its own office supplies for the conduct of work on the SCORE project. Contractor may use the photocopier to make copies of materials related to the project and an access code will be provided for this purpose.

The building management has fire evacuation procedures in place for all its tenants and contractors are expected to follow these procedures as do the department employees. The most current procedures will be provided to the contractors when they initially occupy the space. In addition, the building is a smoke-free building; smoking is allowed only in the outdoor areas designated by the building management company.

Employees' Security and Privacy; Disclosure of Employees' Last Names

The Colorado Secretary of State places great importance on the security and privacy of each employee of the Department of State. Each employee has, to a lesser or greater degree, continual contact with the Department's customers and with the public at large. Therefore, the potential exists that the security and privacy of the employee might be compromised if personal information about the employee, including the employee's full name, were to be disclosed to customers or to the public. In order to further safeguard the employee's security and privacy, it is the policy of the Department of State that no employee shall be required to disclose more than the employee's first name when communicating with the Department's customers. Contractors are expected to respect this policy when communicating with customers or the public about the employees.

Confidentiality – Personal Mail

EXHIBIT F

DEPARTMENT OF STATE POLICIES AND PROCEDURES APPLICABLE TO INDEPENDENT CONTRACTORS

Personal mail for either employees or contractors should not be sent to the Department, since the mail room has been instructed to open all mail received by the Office. All business mail, including packages, related to work on the SCORE project by Contractor, should be addressed to the IT Division (to Contractor's attention) if it is necessary to have deliveries made to the department.

Sexual Harassment

The Department of State's policies expressly prohibit sexual harassment of any type by an employee of the Department, by persons on the Departmental premises, and by persons contacted by an employee on official business.

EXHIBIT F

DEPARTMENT OF STATE POLICIES AND PROCEDURES
APPLICABLE TO INDEPENDENT CONTRACTORS

END-USER COMPUTING POLICY

Colorado Department of The Secretary of State

As an employee, contractor or other user of the Colorado Secretary of State's computing facilities, I acknowledge that I have read and understand the following End User Computing Policies and Procedures:

- END-USER COMPUTING POLICY Colorado Secretary of State

I agree to strictly abide by these policies and procedures and acknowledge that when an instance of non-compliance is suspected or discovered, proper disciplinary action may be taken, up to and including termination in accordance with state regulations. Criminal or civil action may be initiated where appropriate.

Employee Name (printed)

Division (printed)

Employee Signature

Date

END-USER COMPUTING POLICY

Colorado Department of The Secretary of State

- I. Introduction
 - a. Accurate, reliable, and consistent information access is critical to the Secretary of State's operation and purpose. With the daily increase of society's use of and dependence on Information Technology, it is imperative that employees, contractors, and others ("users") use the computer systems responsibly. Even inadvertent misuse of personal computer systems can cause enormous operational, legal, and monetary problems for the department.
- II. Purpose
 - a. The purpose of this policy is to set forth a clear and concise standard to assist users in the use of their computer and/or terminal on the network. Also set forth in this policy are standards for new equipment requests, new software requests, licensing standards, operations support information, and other information to make the computing experience the best possible.
- III. Policy

EXHIBIT F

DEPARTMENT OF STATE POLICIES AND PROCEDURES APPLICABLE TO INDEPENDENT CONTRACTORS

a. User Responsibilities

i. General

1. Computer resources and data are to be used for departmental business only. These resources are vital to the function and continuance of the organization. Access to these resources are granted to employees and their designated contractors on a need-to-know basis as required to perform their job functions or contractual obligations. Unauthorized attempts to use these resources will be grounds for disciplinary action, to include but not limited to suspension, termination, and legal action.

ii. Security/File Safety

1. Data Ownership

- a. **Ownership of data will reside with the Department or Division Director responsible for the data. Access permissions must be granted by the data owner before a user may attempt access.**

2. User ID and Password

- a. Each user will be given a user ID which will be the same as their current Unix ID or DS number (i.e. DS001).
- b. Each Logon-id will have a password that is created by the user. Passwords should be chosen carefully and kept private so that the logon-id will not be compromised. Any suspected compromise should be immediately reported to a user's supervisor. **The password is required to be 7 characters long at a minimum and must consist of a combination of letters, numbers, and symbols. (i.e. Bronc379!). After a user or other individual attempts to log on to an account more than 5 times with the incorrect password the account will be locked out. To reactivate the account the user will need to contact Computer Operations at 303.894.2200, extension 378.**
- c. **User ID's and passwords are to be kept strictly confidential. Do not give your ID or password to anyone, even your supervisor. Do not write your ID and/or password down as you have no control over those who may find it and use it inappropriately. Each user is responsible for all actions associated with this Logon ID and**

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DEPARTMENT OF STATE POLICIES AND PROCEDURES APPLICABLE TO INDEPENDENT CONTRACTORS

password and will be held accountable for any improprieties regarding its use. Penalties for sharing passwords can be severe and could include disciplinary action up to and including termination.

d. Password Expiration

i. To reduce the possibility of a system being 'hacked', or a user obtaining a password they are not permitted to use, user account passwords will expire every 3 months. When the password expires the user will be prompted for a new password; the new password must be entered twice for confirmation. Passwords may be changed by adding a new symbol or number to its beginning thus making it easier for you to remember. For example, "8MyDogWolf" could then become "9MyDogWolf". Again, never write your password down.

e. To ensure additional security, users should

i. Log off of the computer system or Lock the screen on their computer if they are going to be out of sight of their computer for an extended period of time.

ii. Protect their password from disclosure to others.

iii. Choose passwords that are not obvious. A good password includes a combination of letters and numbers.

iv. Not write their passwords down.

f. Users are allowed to change the password on their account at any time. Should you forget your password, contact Computer Operations at 303.894.2200, extension 378. A generic password will then be assigned to you, which you will change immediately.

g. Users may not try in any way to obtain a password for another user's account.

h. The security administrator will create Logon-id's with access privileges as defined by the data owners. The administrator is responsible for security implementation and will ensure the necessary resources for maximum system availability. The administrator is the final judge regarding logon-ids and matters relating to the security system as a

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whole. Reasonable controls such as audit trails and separation of function will be employed wherever possible. Experienced security auditors will periodically verify the accuracy and control of the security system.

- i. Users must respect the integrity of computing and network systems; for example, users shall not intentionally develop or use programs that harass other users or infiltrate a computer, computing system, or network and/or damage or alter the software components of a computer, computing system or network.
- j. Users must not use the network resources to gain or attempt to gain unauthorized access to remote computers.

3. User Public Drives

- a. Each Division will have a shared information drive. The Secretary of State and the Division's Director will set security policies for access to Division's shared drives. Currently, users have access to the Division's shared drive, but may have restrictions set to "Read Only" rather than "Read, Write" permissions. Only users given permission to view directories within the drive, the IS Administrators responsible for maintaining the server, and any other party within the state system with the legal authority to view the information will have permission to access the files. Under no circumstance will the IS Administrators view the contents of the files, beyond what is necessary to secure the files and insure data back-up, without the permission of the department head or other supervising authority.

- b. **Listed below is a summary of the public drives currently established:**

I-Information Systems (Brian Balay)

J-Elections (Bill Compton)

K-Commercial Recordings (Keith Whitelaw, Mike Shea)

L-Licensing (Johanna Billmyer)

M-Administration (Bill Hobbs)

N-

O-Human Resources (Bill Hobbs)

P-Public Area for Entire Office

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4. Home Directories
 - a. **Each user will be assigned a Home Directory (H: Drive) which will only be accessible to that user, the IS administrator responsible for maintaining the server, and any other party within the state system with the legal authority to view the information.** Under no circumstance will the IS Administrator view the contents of the files, beyond what is necessary to secure the files and insure data back-up, without the permission of the department head or other supervising authority.
5. *******File Safety**
 - a. **In order to ensure file safety, users should store mission critical data on their assigned network drives (H:); routine backups are performed on network drives and it provides the surest method of protecting files. Storing of data to floppy disks or the local hard drive is susceptible to loss of critical files with little or no chance of recovery from hardware failures or loss of disk resources.**
 - b. **Storage of data to local drives and media is not backed-up and will not be recoverable if lost or damaged.**
 - c. **In the event that a computer is having any technical difficulties (i.e..... hardware failure, basic software glitches, poor performance) or needs an update, the IS department reserves the right to reinstall software and/or the operating system which ultimately could result in the loss of data stored on any local drives.**
6. Internet Use – “The World Wide Web”
 - a. The Internet will be used to conduct Department business. Limited or occasional personal use of the Internet is permitted when approved by a supervisor; however, caution will be taken when the Internet is used to send or receive confidential, privileged, or proprietary information.
 - b. Individual job functions will determine the Internet services approved for an individual. The rule of "least privilege" (only necessary Internet services will be granted to perform a particular job function) will be used in granting access to Internet services. Further, Internet addresses of sites which contain racial, sexual, obscene, harassing, criminal, subversive or

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other information which violate Local, State, Federal Laws and Regulations, or Department Policy and Procedures may be blocked.

- c. Individuals who have Internet access will only use the IS Department-configured Internet Gateway and the State Of Colorado's Internet Service Provider. The only exceptions to this policy are those cases where connectivity to a customer requires a modem and access to a specific Internet Service Provider (e.g. CompuServe, America Online, etc.). Individual modems will not be approved if the necessary services can be provided through the currently configured Internet Gateway.
- d. **Viruses (From E-mail, Floppies, the Internet or other sources)**
 - i. **The threat of a virus infection can arise from downloading files from the Internet, loading data into your computer from a diskette, or running an e-mail attachment. All personal computer systems are loaded with anti-virus software. Users may not disable anti-virus software on the systems provided for their use.**
- e. **The Internet may not be used to:**
 - i. Communicate unethical, racial, sexual, obscene, harassing, or improper material.
 - ii. Send or purposefully receive any unethical, racial, harassing, obscene, or sexual software, data documents, pictures or videos.
 - iii. Send outside the Department any proprietary or confidential information without a Director's or her/his designee's authorization.
 - iv. **Send or download any software to include shareware, freeware, or browser controls.**
 - v. Send or download copyrighted material unless authorized by the copyright holder.
 - vi. Create false or misleading information (either individually or by masquerading).
 - vii. Violate Federal, State, or Local Laws and Regulations.
 - viii. Violate Department Policy or Procedures.
 - ix. Disrupt Department or other site's operations.
 - x. Abuse the rights of others.
 - xi. Engage in activities in support of/opposition to candidates or campaign issues.

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- xii. Play Internet Games
- xiii. Use chargeable Internet Service Provider(s) services or fee for services or downloads from other sites for personal use.
- f. Restricted Internet Facilities
 - i. Because of the risk to data integrity , confidentiality , and disruption of service, the following Internet Facilities will be, at a minimum, restricted: Rlogon (Remote Log on), FTP (File Transfer Protocol), Telnet, NFS (Network File Service), and RFS (Remote File Service).
 - g. Revoking of Personal Use
 - i. The Department reserves the right to revoke at any time the personal use of the Internet and/or Remote Access.
- iii. Department and Individual Liabilities
 - 1. The Department is financially liable for copyrighted or licensed material (documents, software, etc.) which are used by Department employee(s) without the permission of the copyright or license holder. If the Department becomes liable by an employee(s) use of copyrighted or licensed material without the permission of the copyright or license holder, the Department may initiate disciplinary action as well as seek restitution from the responsible party.

Further, the Department is financially liable for Internet Services provided by an Internet Service Provider (ISP) or from any site on the Internet which charges a fee for service/download when an employee is accessing that site in the performance of their assigned duties. If use of an ISP or another site(s) service is of a personal nature, and the Department is charged, the individual using these services will be held financially liable. Individual(s) who download shareware or software without authorization, or circumvent proper virus checking using Internet or Remote Access which have an adverse affect upon confidentiality , data integrity , or availability of the Department's Information Systems (PC's, servers, network, etc.), may be subject to disciplinary action as well as be financially liable.

Licensed or copyrighted material (documents, data, or software) downloaded either through the Internet or by Remote Access which has not been approved is not permitted. If such a practice takes place the Information Services division

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will not be responsible to support or maintain the computer's configuration or the software.

It should be noted that initially, shareware or other software may have no fee, but there may be hidden costs; future upgrades which may require fees, incompatibility with the standard desktop environment, and maintenance and supportability of the software. These factors will be considered when a Division requests approval for software downloads.

iv. Remote Access

1. Due to the serious nature of a possible Internet security breach, Remote Access to any of the Information Technology systems is strictly determined by the Secretary of State and the IS Department Head.
2. No personal use of the network is permitted via Remote Access.

v. E-mail

1. **All e-mail sent to and from a departmental assigned e-mail account (user@state.co.us) is property of the state. Caution should be used when receiving an e-mail with an attachment. All attachments will be scanned with virus scanning software prior to opening. Please contact Computer Operations if there is any question as to the security of a document and you need training on how to scan for a virus.**
2. E-mail may not be used to:
 - a. Communicate unethical, racial, sexual, obscene, harassing, or improper material.
 - b. Send or purposefully receive any unethical, racial, harassing, obscene, or sexual software, data, documents, pictures or videos.
 - c. Conduct activities for personal profit or commercial purposes.
 - d. Gossip or gamble.
 - e. Send or receive chain letters.
 - f. Send outside the Department any proprietary or confidential information without a Director's or her/his designee's authorization.
 - g. Send or receive data without a Director's or her/his designee's authorization and the proper scan(s) for viruses.
 - h. Send or receive copyrighted material unless authorized by the copyright holder.

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- i. Create false or misleading information (either individually or by masquerading).
 - j. Violate Federal, State, or Local Laws and Regulations.
 - k. Violate Agency or Department Policy or Procedures.
 - l. Disrupt the Agency's or an external site's operations.
 - m. Abuse the rights of others.
 - n. Engage in activities in support of or opposition to candidates or campaign issues.
 - o. Send or receive any software.
- vi. Privacy
- 1. When using unsecured systems such as the Internet or any telephony communication facility as Remote Access, information should not be considered private. Further, all transmissions of information, data, and messages sent through the Internet or Remote Access Services are considered to be business records and are treated as such. All business records are subject to inspection, review, or disclosure without prior notice, or as required by law.
 - 2. The Department of the Secretary of State reserves the right to access and disclose all information, data, messages, sent, received, or stored through its Internet Access and Remote Access Services.
- vii. Disciplinary Action
- 1. Improper use of the Internet or Remote Access can be used as grounds for corrective and/or disciplinary action to include revocation of access, financial liability, civil or criminal prosecution, and termination.
- viii. Security Infractions and Monitoring
- 1. If for any reason a Supervisor or the system administrator suspects that these policies are being compromised, a user's computing activities may be monitored without any notification to the user. This includes, but is not limited to, Internet access, file access, and e-mail activity.
 - 2. In the event that a user is attempting to compromise security rights on the system, disciplinary action may be taken including revocation of access, financial liability, civil or criminal prosecution, and termination.
- ix. Hardware/Software Requests
- 1. No employee or contractor of the Department shall engage in any activity that violates federal, state, or local laws with respect to intellectual property rights, terms of software license agreements, or other policies pertaining to computer software. **All software and hardware installed on a device connected to the Department of State's network**

EXHIBIT F

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is required to have written approval from the Information Services division and will be entered into the Department's database for tracking. This is a critical step in order to have both good desktop support and proper licensing. Any hardware and/or software which has been installed without the proper hardware/software request form and a state-owned commercial license will not be supported and is subject to immediate deletion and/or removal.

- IV. Operations Information and Requests
 - a. Operations Contact Information
 - i. Phone Number / Extension
 - 1. Extension 378, 379
 - ii. E-mail
 - 1.
 - b. Hardware/Software Request Form

EXHIBIT F

DEPARTMENT OF STATE POLICIES AND PROCEDURES APPLICABLE TO INDEPENDENT CONTRACTORS

Colorado Department of State
Gigi Dennis, Colorado Secretary of State

Credit Card Security Policy for Personnel of the Department of State

I agree with the following policy and acknowledge receipt of a copy of this policy. If I have any questions regarding this policy, I will obtain clarification from my supervisor before taking any action.

Signature Date: _____

Name Printed : _____ Business Division _____

Credit card information received, collected, or developed by the Colorado Secretary of State or the Colorado Department of State is proprietary and confidential and is protected from unauthorized access, use, or disclosure.

1. **"Credit card information"** is any and all data or information, in any format, received, collected or developed by the Secretary of State or the Department of State pertaining to a credit card, its owner, its related credit account, or a related credit card transaction. Specifically, **"credit card information"** includes: the credit card's number, and its expiration date, issuer, type, credit limit, account balance, usage and status. **"Credit card information"** also includes any and all data or information, in any format, developed by the Secretary of State or the Department of State in connection with processing credit card transactions. Specifically, such credit card processing information includes the methods and procedures developed, and authentication numbers and telephone numbers used, in connection with processing credit card transactions.
2. **Access to, use of, or disclosure of credit card information must be necessary to the performance of one's job duties and function and must be expressly authorized. Unauthorized access to, use of, or disclosure of credit card information is strictly prohibited.**
3. Credit card information shall not be displayed or otherwise made available or accessible to unauthorized persons. This rule applies, without limitation, to credit card information contained in documents left on counters, desks and workstations, and to credit card information displayed on a computer screen, in a manner such that unauthorized persons may view the credit card information.
4. Credit card information shall not be disclosed to any person outside the Department of State without express authorization and then only in connection with the merchant authorization process and when required by the merchant bank.
5. Credit cards found at the Secretary of State's office, and information regarding any credit cards lost at the Secretary of State's office, shall be delivered to the Budget Officer. Reasonable efforts will be made to return a credit card found at the Secretary of State's office to its owner and to locate a lost credit card. The Secretary of State reserves the right to require from a person claiming such a credit card such information as is deemed necessary to identify the claimant as being rightfully entitled to the credit card. Such information may include information set forth on the credit card and a state-issued picture identification card identifying the claimant and the claimant's signature.
6. All Colorado Department of State personnel must sign and agree with this policy.
7. Anyone failing to comply with this policy is subject to disciplinary action which may include dismissal. Violators may be prosecuted as provided law.

EXHIBIT G

COUNTY LEVEL HARDWARE INSTALLATION AND SUPPORT SCHEDULE

* To maximize productivity, Electus requires the following county hardware that is not being proposed (per RFP). It is our expectation that DOS has procured and will provide suitable hardware as follows: Desktop PC, printer, scanner, label printer, barcode reader, scanner (scanner size depends on size of county). Saber recommends the following hardware for each product:

Minimum Recommended Workstation Configuration

CATEGORY	PROPOSED SPECIFICATION
Processor:	Intel Pentium 1.5GHz or comparable
Cache:	256K
Memory:	256MB
Base Hard Drive:	20GB
Monitor or Flat Panel Display:	Any monitor capable of 1024x768 resolution. 17" is recommended.
Operating System:	Microsoft Windows 2000 or higher (XP, XP Pro)
Browser:	IE 5.5 or higher, OR, Netscape6 or higher
Other Software:	AntiVirus, ImageBasic Imaging License (for scanner connected workstations), Microsoft Windows Terminal Services
Ports:	At least 1 free USB port if this workstation is going to perform barcode scanning.

Printer	Xerox 4500 Phase II or equivalent
Label Printer	Dymo LabelWriter 330 or equivalent
Barcode Reader	WorthData Z110 or equivalent
Scanner	Canon DR3080 - CII (For larger counties we recommend bigger scanners)

OPTIONAL SERVICE: Installation and implementation of county hardware (we are not sure if this equipment is already installed in counties)	\$ 160,000.00	\$ 160,000.00
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Optional Service: Help Desk for issues related to county hardware including desktop, scanner, label printer, printer, barcode reader, etc. including managing third party hardware and software vendor relationships and overseeing product returns and replacements	\$ 100,000.00	\$ 100,000.00	Annual Fee
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Exhibit H
Key Personnel

Team Member	Role	Involvement
Project Leadership & Management		
Nitin Khanna	Executive Oversight [Involved in delivery of 5 Electus™ states]	10%
Mohamad Kahlout	Chief Projects Officer and technical advisor for election systems. [Involved in delivery of 6 Electus™ states]	20%
Ashish Puri	Senior Director, overall project success responsibility, escalation and issue resolution [Involved in delivery of 6 Electus™ states]	30%
Theresa Knox	Senior Project Manager, project day-to-day management and coordination responsibility. [Delivered Montana as Project Manager]	100%
Gregg Martin	Deputy Project Manager [Prior experience with SCORE as well as all conversion experience with all 64 Colorado counties]	100%
Asim Ahmed	Technical Project Manager, ensure success of all infrastructure activities and tasks. [Delivered Iowa as Technical Project Mgr]	100%
Venkat Subramanian	Functional Manager, requirements gathering and coordination development coordination. [Delivered Missouri, Iowa, Oregon as Functional Manager]	100%
John Paulsen	Colorado Elections Subject Matter Expert [Developed and implemented voter registration system for 34 Colorado counties; prior experience with SCORE]	50%
Kelli Waldo	Quality Control Manager, responsible for software testing. [Involved in delivery of 6 Electus™ states]	20%
Data Migration		
Jay Varner	Data Migration Manager, oversight on all data migration activities. [Involved in delivery of 6 Electus™ states]	50%
Ali Mian	Data Migration Programmer [Involved in delivery of 6 Electus™ states]	100%
Umar Farooq	Data Migration Programmer [Involved in delivery of 3 Electus™ states]	100%
Vijaya Shree	Data Migration Programmer [Involved in delivery of 6 Electus™ states]	100%
Suneel Dabiru	Data Migration Programmer [Involved in delivery of 6 Electus™ states]	100%
Architecture & Security		

Exhibit H
Key Personnel

Sri Ramachandran	Lead Architect, in charge of implementing data centers [Involved in delivery of 6 Electus™ states]	30%
Kris Tanner	Network Engineer [Involved in delivery of 6 Electus™ states]	50%
Deva Boindala	Database Administrator [Involved in delivery of 6 Electus™ states]	100%
Software Modifications & Interfaces		
Snehal Pandya	Software Development Manager [Involved in delivery of 6 Electus™ states]	10%
Kei Nishida	SDM and Senior Systems Analyst, Overall Software delivery and configuration management, coordination and release management. [Involved in delivery of 6 Electus™ states]	50%
Chris Hansen	Functional Analyst [Delivered Maryland as Lead Functional Analyst]	100%
Venkat Garla	Lead Elections Developer [Involved in delivery of Elections modules for all 6 Electus™ states]	100%
Chaitanya Banda	Elections Developer [Involved in delivery of 3 Electus™ states]	100%
Shyam Prasad	Elections Developer [Involved in delivery of 4 Electus™ states]	100%
Farrukh Mian	Elections Developer [Involved in delivery of 2 Electus™ states]	100%
Salman Khan	Elections Developer [Involved in delivery of 2 Electus™ states]	100%
Vicky Jhurani	Elections Developer [Involved in delivery of Elections modules for all 6 Electus™ states]	30%
Vani Tanwar	Functional Tester [Involved in delivery of 3 Electus™ states]	100%
Steve Toft	Training Lead [Involved in delivery of 6 Electus™ states]	30%
Nancy Rose	Technical Writer [Involved in delivery of 4 Electus™ states]	100%

**SABER SOFTWARE, INC.
CONSENT IN LIEU OF A SPECIAL
MEETING OF THE BOARD OF DIRECTORS**

September 15, 2006

The undersigned, being all of the members of the Board of Directors of Saber Software, Inc., an Illinois corporation (the "Corporation"), in lieu of holding a special meeting of the Board of Directors of the Corporation, do hereby take the following actions and adopt the following resolutions by unanimous written consent pursuant to Section 8.45 of the Business Corporation Act of the State of Illinois:

BE IT RESOLVED that, in response to the State of Colorado's notice of intent to award a contract to the Corporation to implement a Statewide Voter Registration System for the State of Colorado, the Corporation shall commit all resources necessary to negotiate such a contract with the State and, if those negotiations are successful, to fulfill all of its obligations under the resulting contract; and

BE IT FURTHER RESOLVED that Nitin Khanna, President and CEO of the Corporation, is hereby empowered to take and direct all such further action, and to execute and deliver all such further instruments and documents in the name and on behalf of the Corporation, and under its corporate seal or otherwise, and to pay all such fees and expenses, which shall, in his judgment, be necessary, proper or advisable in order to carry out the intent and effectuate the purposes of the foregoing resolution.

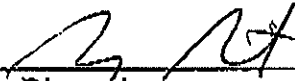
The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board of Directors of the Corporation duly called and constituted. This consent may be executed in as many counterparts as may be required; all counterparts shall collectively constitute one and the same consent.

* * * * *

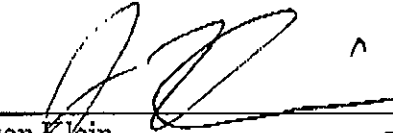
IN WITNESS WHEREOF, the undersigned have executed this Consent as of the first date written above.



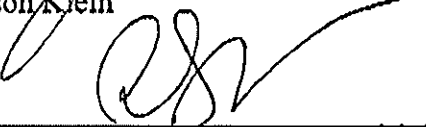
Tom Barnds




Ben Biscotti



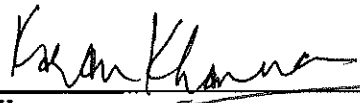
Jason Klein



Rob Palumbo



Nitin Khanna



Karan Khanna

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) SABER SOFTWARE, INC.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 1800 SW First Ave. Suite 350	Requester's name and address (optional)
City, state, and ZIP code Portland, Oregon, 97201	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
3	6	4	1	7	2	7	3	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶ 9/14/06
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.