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CFMS Contract No. A 32660
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STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

This contract is between the State of Minnesota, acting through its Secretary of State ("State") and with **Election.com**, 1001 Franklin Avenue, Garden City, NY 11530 ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of professional or technical services to maintain and improve the efficiency of the Statewide Voter Computer system.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

Contract

1 Term of Contract

1.1 ***Effective date: February 1, 2002,*** the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 ***Expiration date: June 30, 2004,*** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and16 Data Disclosure.

2 Contractor's Duties

The Contractor, who is not a state employee, will perform the duties contained in Attachment A which is attached and incorporated into this contract.

3 Time

The Contractor must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence.

4 Consideration and Payment

4.1 ***Consideration.*** The State will pay for all services performed by the Contractor under this contract as described in Attachment A.

A. ***Compensation.*** The Contractor will be paid in monthly payments according to the schedule set forth in Attachment B.

B. ***Travel Expenses.*** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this contract will not exceed $ 0.00 provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the

commissioner of Employee Relations. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

C. ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Contractor under this contract will not exceed $ 304,499.89

4.2. ***Payment***

A. ***Invoices.*** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services Invoices must be submitted timely upon completion of the services.

B. ***Retainage.*** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this contract.

C. ***Federal funds.*** (Where applicable, if blank this section does not apply) Payments under this contract will be made from federal funds obtained by the State through Title _n/a_____ CFDA number _n/a_____ of the ___n/a_____ Act of _n/a____. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

5 **Conditions of Payment**

All services provided by the Contractor under this contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representatives**

The State's Authorized Representative is Bill Batcher, Chief Information Officer, 60 Empire Drive, Suite #360, Saint Paul, MN 55103-2141,(651) 215-1458, or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is Mark Prieto, President and Chief Operating Officer, 1001 Franklin Ave, Suite 212, Garden City, New York 11530, (516) 248-4200, or his/her successor. If the Contractor's Authorized Representative changes at any time during this contract, the Contractor must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Contract Complete**

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7.1 *Assignment.* The Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of the State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.

7.2 *Amendments.* Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 *Waiver.* If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

7.4 *Contract Complete.* This contract contains all negotiations and contracts between the State and the Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8 Liability

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

9 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

10 Government Data Practices and Intellectual Property

10.1. ***Government Data Practices.*** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

11 Affirmative Action Requirements for Contracts in Excess of $100,000 and the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business.

11.1 ***Obligations.*** The Contractor certifies that it is in compliance with Minn. Stat. § 363.073 and Minn. R. 5000.3400 - 5000.3600 and is aware of the consequences for non-compliance.

11.2 ***Disabled Workers.*** The Contractor must comply with the following affirmative action requirements for disabled workers:

(A) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for

employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(B) The Contractor will comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(C) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363.073, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(D) The Contractor will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(E) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining contract or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363.073, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

12 Workers' Compensation

The Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

13 Publicity and Endorsement

13.1 ***Publicity***. Any publicity regarding the subject matter of this contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

13.2 ***Endorsement***. The Contractor must not claim that the State endorses its products or services.

14 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1 ***Termination by the State.*** The State or commissioner of Administration may cancel this contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2 ***Termination for Insufficient Funding.*** The State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

Data Disclosure

Under Minn. Stat. § 270.66, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

17. Other Provisions

Attachment A: Project Plan and Service Level Agreement
Attachment B: Payment
Attachment C: Acceptance of Deliverables
Attachment D: Dispute Resolution
Attachment E: Year 2000 Compliance Warranty
Attachment F: Warranty
Attachment G: Errors or Omissions
Attachment H: Contractor's Problem Reporting and Resolution Procedures
Attachment I: Vendor Application Turn Over Procedure
Are attached and incorporated into this contract.

CFMS Contract No. A32660
ELECTION.COM

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Susan K. Swanson

Date: 1-25-02

CFMS Contract No. A-32579

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By:

Title: President and Chief Operating Officer, *election.com*

Date: 1-24-02

Distribution: Agency

3. STATE AGENCY

By: Mary Kiffmeyer
(with delegated authority)

Title:

Date: 1-25-02

4. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By:

Date: 29 January 02

5. ATTORNEY GENERAL
As to form and execution

By: Patricia Notte

Date: January 31, 2002

Contractor
State's Authorized Representative - Photo Copy

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ATTACHMENT A – PROJECT PLAN

1. FUNCTIONALITY ITEMS

The Contractor will install pursuant to the following production deadline the following functionality Items in order to provide support for the following targeted activities:

1. February 15, 2002 Voter Purge
2. March 12, 2002 Township Elections
3. September 10, 2002 Primary Election
4. November 5, 2002 General Election

	Functionality Item	In Production Deadline
1	Remove Access-based security mechanism	Complete
	State wide user functionality design This general requirement is defined throughout the remainder of this document in specific functional items	----------
3	PVCs presorted by zip code.	2/1/02
4*	Duplicate Voter Registration consolidation Contractor is currently developing a Wizard to merge Duplicate Voters. The wizard will be part of 8.9 version release due in early September 2002. In the meantime, for purposes of the February voter purge, Contractor will work with the state to manually merge ALL Voters that MN STATE identifies as being duplicates. In order to accomplish this MN must run the following MN Statewide reports. • Voter Listing With Same Address and Birthday • Voter Listing With Same First Name and Birthday • Voter Listing With Same Last Name and Birthday • Voter Listing With Same Last Name and House Number After MN has identified duplicate Voters and has clearly determined which of the two will be the surviving registration, Contractor will merge the records according to the following business rules. Records within the same County: Contractor will move the data from the Terminating voter record to the Surviving voter record and then archive the Terminating voter records. Records in different County: Contractor will copy the data from the Terminating record into the Surviving record and then mark the Terminating Voter "Status/Reason" as "Cancelled-Moved Out of County".	9/1/02

5	VR transaction by county statewide summary STATE to provide mock up	6/1/02
6*	Common districts, codes, setting, security, at a state level. Control Globally at a state level. The current version of ESM contains a Redistricting module which provides a set of "what if" tables that allow a county to set up district changes to voter records without affecting the live voter records. After the "what if" data is carefully reviewed and accepted the Redistricting module has a function which updates the live voter records. This function has security level control and can be set for access from the state level only. Training will be provided for STATE to utilize this functionality. The current version of ESM does not contain the ability to synchronize names and codes of crState -county districts; i.e. Legislative, Congressional, etc. This functionality will be part of the version release due 6/1/02. In order to meet MN needs for redistricting in late March 2002, Contractor will work with the state to ensure uniformity of district codes and descriptions across the state. Once these codes and descriptions have been forwarded Contractor will work with the state IT department to populate the database with these changes. Resources will be made available by *Contractor* beginning the day after the court establishes a new redistricting plan.	6/1/02
7	Purge Report listing all Voters registered on or before January 1, 1998 who t have not voted in the past 4 years. The report will be grouped by County Name with a blank page between all County groups. The report will then be sorted Alpha by Last Name. The report will contain VoterID, Full Name, Residential Address, MCD Precinct, Date of Birth and PSplit. STATE provided mock up.	2/1/02
8	Out of state move STATE to provided mock-up by February 1, 2002 Contractor to contact STATE (Elections division) by January 18, 2002 to clarify mock-up status.	6/1/02
9	Voter registration statistics for each precinct when rosters are printed. Voter registration count for each precinct as of June 1, VOTE COUNT button. Contractor will add one summary report as last page to rosters with VR statistics for each precinct. *Contractor* will create one summary report to provide statewide VR totals for the specific day the report is run. STATE to provide Mock-Up by February 1, 2002 Contractor to contact STATE (Elections division) by January 18, 2002 to clarify mock-up status	3/1/02
10*	Print rosters for one or more counties without county login. Print non-registered pages for precincts without voters. *Contractor* will deliver the ability to print non-registered pages for precincts without voters by March 3,1 2002. The ability to print rosters by logical groups (i.e, County, District, Township) will be delivered by 8/15/02. For the March 2002 township elections, *Contractor* will work with STATE to establish a Print	3/1/02 8/15/02

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	Production Schedule for each county that will serve as a "workaround" that is acceptable to STATE until this functionality can reliably be added to the system with adequate time for testing	
11	PVC requests at state level without county entry ASCII output for PVCs The system will be able to select PVC batches from the queue and print all of them. Note: PVC's will be printed in zip code order within each separate batch. Deadline for delivery, January 29, 2002. ASCII output delivery should occur on January 29, 2002, but will be dependent upon timely cooperation of MN STATE and their 3rd party printer.	2/1/02
12	Update last vote date. Contractor will work with STATE IT staff to manually update "Last Date Voted" Field in STATE voter records. Deadline for delivery: within one week after STATE approval of Support Agreement.	2/1/02
13*	Print rosters for multiple precincts and master lists. Same functionality for master lists as for rosters in #10. The same "workaround" for Item #10 above will also apply for the March 2002 township elections.	3/1/02 8/15/02
14	ASCII output for poll books, master list and PVC's STATE will get in touch with Printer to obtain information about Control Codes for printing Bar Codes and forward information to Contractor. Contractor will have the ability to use the Printer Vendor for testing. Deadline for delivery: March 1, 2002.. PVC's due 1/29/02 as noted in #11.	3/1/02
15	Meaningful file names on print files	Complete
16	Entry and Search of statewide contacts	9/1/02
17	Transfer electronic DPS or DOH records sent to "wrong" county. Button to forward applications to the correct county.	9/1/02
18	Multi-county candidate entry -- function to set Election ID and Candidates for Statewide Elections. Alpha release due: 5/15/02. Deadline for delivery: 6/1/02.	5/15/02 6/1/02
19	Candidate rotation algorithm and automatic candidate ID assignment. STATE to provide sample rotation algorithms. Alpha release due: 5/15/02. Deadline for delivery: 6/1/02.	5/15/02 6/1/02
20	Move Primary winners and candidates to General. Alpha release due: 5/15/02. Deadline for delivery: 6/1/02.	5/15/02 6/1/02
21	Entry of statewide elected official records	12/31/02
22	Interface for Web: Not covered by this agreement.	------
23	Daily Statewide Reports on AB statistics	3/1/02
24	Track Election Administrator training hours.	12/31/02
25	State and county access to Help Function	3/01/02
26	Track Voting Equipment type: Exists in current system; training will be provided on usage per attached training schedule.	Available
27	Web-based form for master lists: Not covered under this agreement	-----
28	.Net Version targeted for delivery December 31, 2003.	12/31/03

* Work around

4. TECHNICAL ASSISTANCE

2.1. Contractor shall provide remote and on-site monitoring to diagnose system performance problems, application errors, database errors, and application errors. When issues arise, the Secretary of State and the Contractor's Authorized Representative will mutually determine when on-site support is needed.

2.2 State agrees to provide Contractor with data, as requested, and with sufficient support and test time on State's computer system to duplicate the problem, certify that the problem is indeed with Contractor's Software, and to certify that the problem has indeed been fixed or a suitable work-around devised. State agrees to provide *Contractor* with access to the servers necessary to resolve issues. Problem reporting, resolution and escalation procedures shall be as illustrated in Attachment H to this Contract.

3. SUPPORT DESK.

3.1 Levels of Support. The Support Desk will provide two levels of support: Election Cycle Support and Non-Election Cycle Support. The State will provide an annual Election Calendar to *Contractor* in December for the following year's elections, with the specific dates and relevant deadlines for each Election Cycle, including Special Elections, each year. In Election Cycle Contractor (that is, two weeks prior to election) will provide support 24 hours a day, 7 days a week. In a Non-Election Cycle Contractor (that is, any time other than an Election Cycle) will be provided with support during normal business hours of operation.

3.2 Hours of Operation. The Support Desk's normal business hours of operation will be Monday through Friday, 7:00 am to 6:00 pm (Central Standard Time). In an Election Cycle, the Support Desk will operate 24 hours a day, 7 days a week.

3.3 Phone Numbers

Support Desk	1-888-262-2647 (Toll Free)
Election Cycle*	1-501-236-6433

*The Election Cycle hotline is for use in an Election Cycle when support is needed after normal hours of operation.

3.4 Levels of Priority. Response time is defined as the maximum time period that will elapse between initial State request and acknowledgement and commencement of resolution by Contractor. The response time to a Support Desk request is governed by the level of priority of the request as determined by Contractor, as follows:

3.4.1 Severe	Critical functionality issue exists with excessive risk. System catastrophic failure is anticipated.
3.4.2 High	Desired functionality missing that presents a high risk. Issue stops the State from performing a function. No work-around is available.
3.4.3 Medium	Desired functionality is not as indicated in requirement, or expectation is missed. Work-around is available. Some risk exists. May be inconvenient to State.
3.4.4 Low	Cosmetic problem, minor issue may exist. No Risk.

The response time and *Contractor* escalation level for each priority level is as follows:

Election Cycle	Non-Election Cycle		Escalation Level
Severe	1 Hour	2 Business Hours	Management
High	3 Hours	4 Business Hours	Management
Medium	6 Hours	8 Business Hours	Support Desk
Low	24 Hours	24 Business Hours	Support Desk

4. SOFTWARE

4.1 Contractor will provide the State upon acceptance of deliverables with copies of Software, source code, application components and documentation for deliverables designed under this contract. Contractor will provide the State with copies of improvements or modifications to the Software and source code, application components and documentation on the improvements or modifications on the dates defined in Attachment A and will install new upgrade versions when developed.

4.2 During the term of this Contract, Contractor will correct or replace Software and/or provide services necessary to remedy or avoid any error, which is attributed to the Contractor, which significantly affects the use of the Software. Such correction, replacement or services will be promptly accomplished after the State has identified and notified the Contractor in writing of any such error in accordance with the Problem Reporting and Resolution Procedures set forth in Attachment H.

4.3 State shall inform the Contractor in writing of any modifications made by State to the Software. Contractor shall not be responsible for maintaining State' modified portions of the Software or for maintaining portions of the Software affected by State modified portion of the Software unless made by any State employee while acting under and in accordance with the direction and supervision of Contractor.

4.4 Any corrections or alterations to or new versions of the Software that *Contractor* may deliver to State under this contract shall be limited to one copy of such Software and documentation delivered to the State via the most expeditious means, including FTP and magnetic or optical media, at the discretion of Contractor.

4.5 Service Not Covered. Except as provided in Section 1 of this Attachment, data cleanup is the sole responsibility of the State and is not the responsibility of the Contractor. Network, server, and workstation configuration and maintenance issues can affect the Software's performance and are the State's responsibility. Contractor can provide services to assist with data cleanup and network, server, and workstation configuration and maintenance, but such services are outside the scope of this Agreement and are billable at the rate of $125/hour.

4.6 Intellectual Property. The Software provided under this agreement is proprietary to Contractor and includes trade secrets. All copyrights, patents, trade secrets, and any other intellectual property rights related to the Products, and related to all copies, partial copies, adaptation, additions, collective works, compilations, derivative works, enhancements, modifications, and translations of the Software will remain in or are assigned to Contractor. The State agrees to hold the Contractor's software and associated source code, application components, and documentation in confidence pursuant to the Minnesota Data Practices Act, Minnesota Statute Chapter 13, and to safeguard them from disclosure to third parties except pursuant to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, and from unauthorized reproduction and use. The Software may only be used in the conduct of the State's statewide voter registration and election management system, including the use by all counties in the State,

and may not be used to provide services (such as systems management or time-sharing) for a third-party except if the Software is in the public domain. The entirety of this provision (Attachment A, Section 4.6) survives the expiration or cancellation of this contract.

4.6.A Data Practices Act. The State agrees to protect all properly identified Contract Trade Secret material, as the term "Trade Secret" is defined in Minn. Stat. Section 13.37 (1)(b). In the event a request is made for information which the Contractor has identified as "Trade Secret, "the State agrees to immediately notify the Contractor of said request and provide its determination as to whether disclosure is legally required, in addition to anticipated disclosure dates, if any, and to allow the Contractor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentially of the information.

4.6.B Indemnification. The Contractor represents and warrants that the Contractor's software and associated source code, application components and documentation do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8 of the Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Contractor's software and associated source code, application components and documentation infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing the Contractor's software and associated source code, application components and documentation as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

4.7 Upgrade version turnover dates. Contractor will deliver to State software upgrades, including source code, data schema, and documentation, on a calendar quarterly basis. These dates may be adjusted upon mutual agreement to avoid conflict with the clients' Election Calendars.

5. APPLICATION FUNCTIONAL ENHANCEMENTS

5.1 The need for application functional enhancements to the Software can include, but are not limited to: changes in regulatory statutes, business rules or operating requirements. Attachment A defines deliverables enhancements that will be installed pursuant to this Contract. Additional requested alterations to the Software are designated as Change Requests.

5.2 Change Requests will be evaluated by the Contractor's Software Design Team to determine feasibility and approach, impact on the Software, required timeframes to deploy and applicable cost to the State. If the Software Design Team determines that the alteration can be made to the Software, the Change Request is approved and proceeds to the Development Team. Software alteration work commences only with the prior written approval by the State to approach, timeframes and associated costs (if any).

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5.3 Alterations will be classified in either of two categories, Minor Alterations and Major Alterations, as mutually determined by the State and Contractor.

1. Minor Alterations .Minor alterations are enhancements to the Software that meet all of the following criteria, as mutually determined by the State and Contractor. They can be accommodated within the existing operating system, hardware configuration, data base schema, overall application architecture and application workflow. They can be implemented without the need of senior development staff. They can be installed remotely through the Tele-Maintenance Hotline or directly by the State using files provided by Contractor.
Their implementation does not require or cause the removal, disabling or degradation of any existing functionality in the Software. Their development does not require Contractor to interface with third party vendors. They represent enhancements that have potential value to other ESM States. Examples of minor alterations include items such as certain system settings that are not changeable by the State by using the State System Setup tab, e.g., timeouts on the generation of reports, new business rules such as the State no longer allowing the use of the social security number or birth date.

2. Major Alterations. Major alterations are enhancements to the Software that do not meet one or more of the criteria for minor alterations as shown above and mutually determined by the State and Contractor. Examples of major alterations include items such as: needing a method to track people, reported by the State, with a Felony Conviction who are not currently registered voters in case they decide to try to register at a later date; needing a utility to delete Permanent Absentees from the system every January. All Major alterations required by State, if not scheduled for an upcoming Point Release, will be billed at *Contractor's* then current standard time and material rates.

6. ACCESS TO SERVERS

State agrees to provide *Contractor* with necessary access to servers to enable problem diagnosis and resolution. Connectivity on the State's end is the responsibility of State. Access by *Contractors* is subject to prior approval of State in each case, and such access will be solely for the purpose authorized by State in the individual case.

7. TRAINING

The Contractor will provide training and training instructor as follows:.

A. **January 18, 2002** Users Training Day 1: Applications and Voter Information

1. Voter Registrations (3 Hours)

   a. Entering new VR Cards

   b. Troubleshooting VR Cards (when address doesn't verify etc.)

   c. Moving voters (out of state, another county, within county)

   d. Processing Pending records

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e. Combining duplicate records (acrState counties)

f. Entering Election Day Registration

g. Canceling applications

h. Modifying and making changes to Voter records (When to Queue, flag for PVCs etc.)

i. Deleting Registrations

j. Running Reports associated with VR Cards

2. Absentee Ballot Registrations (2 Hour)

a. Entering in AB Application & Registration (Non-registered and registered, Military and non-military)

b. Using the Process Absentees Utility

c, Processing permanent AB

d. Troubleshooting AB

e. Running reports associated with AB

f. Queuing and printing labels

3. DOH/DMV Transfers (1 Hour)

a. Processing batch files

b. Troubleshooting batch files (voter from another county etc.)

c. Running reports associated with batch files

4. Question and Answer Period (1 Hour) Possible Topics

a. Advanced voter search techniques

b. Recording Correspondence Returns

c. Correct Voter and associated date fields

B. February 1, 2002 Users Day 2: Address Maintenance, Redistricting and Utilities

1. Precinct Finder (4 Hours)

a. Basic Data Cleanup Procedures

b. Creating and Modifying precinct finders

c. Using Edit Block Range and Group Block Range Utilities

d. Applying block range changes to voter records

e. Applying mass changes of precinct spit numbers to block ranges

2. Redistricting (2 Hours)

a. Understanding the dos and don'ts of redistricting

b. Using the offline redistricting module

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c. Updating and modifying district descriptions

d. Creating and modifying precincts, precinct splits and other districts

e. Reviewing offline redistricting changes

f. Applying district changes to district tables and voter records

3. Utilities (1 Hours)

a. Navigation and summary of utilities

b. Using Group Voter Changes

c. Using Update Last Vote Dates Utility

d. Using Set Districts From Precinct Split Utility

e. Using Update Underage Voters Utility

f. Using Update History Snapshot Utility

4. Review and Questions (1 Hour)

C. February 19, 2002 Users Day 3: PVC's, Elections and Reports

1. PVC Processing (1 Hour)

a. Flagging voters

b. Queue and removing voters from queue

c. Customizing PVC Message lines

2. Election Setup Review (1 Hour)

a. Using the Election Wizard and modeling prior elections

b. Setting up contests, candidates and ballot styles

c. Setting up permanent mail election precincts

d. Finalizing an Election

3. Mail Elections (1 Hour)

a. Processing mail elections using Process Absentees utility

b. Setting up, Queuing labels

c. Consolidating mail election precincts

d. Recording returned mail ballots

e. Printing reports associated with Mail Elections

4. Polling Places (1 Hour)

a. Updating polling place information

b. Creating new polling place

c. Deleting polling places

d. Working with EP Codes

c. Printing polling place information

f. Setting up caucus locations, deleting, sorting, printing, and updating

5. Transaction Logs (.5 Hour)

a. Using the Transaction Log utility

b. Viewing, printing, filtering and reading

c. Viewing and Printing Daily Activity Report

6. Rosters/Master Lists (.5 Hour)

a. Creating, viewing, queuing, printing, ordering rosters/master lists

7. Reports (2 Hours)

a. Advanced Options tab usage

b. Voter Turnout Reports

c. Voter registration statistics

d. Creating user reports

e. Exporting reports to Excel, Word

f. Printing reports

8. How to Trouble Shooting Problems (1 Hour)

a. How to View tables directly

b. Understanding field definitions

c. Documenting and reporting problems

B. ADMINISTRATOR TRAINING

February 20, 2002. Day 1: System Configuration, Security and Customization

St. Paul, Minnesota

1. Voter System Configuration (3 hours)

a. Working with Basic System Setting

b. Working with Voter System Codes

2. Setting Up Voter System Security (2 hours)

a. Rights, Right Groups and Roles

b. Userid and Password Maintenance Using the Security Interface

3. Altering Forms and Fields (1 hour)

a. Setting field controls

b. Dupe check field set up

c. Using custom fields

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4. Working with Report Batches (1 hour)
   a. Exporting print batches
   b. Printing Labels and ID Cards
   c. Working with Confirmed and Unconfirmed Batches
5. Customizing the Voter System (1 hour)
   a. Submitting specifications for Custom Report development
   b. Customizing the work flow using system settings
   c. Customizing the work flow using the system code lists.

B. **Administration Day 2 (February 21, 2002):**
DTS and System Overview,
St. Paul , Minnesota

1. Running DTS Programs (1 hour)
   a. DOH and DMV transfers
   b. Handling Print Exports
2. Miscellaneous Administrator tasks (5 hours)
   a. Applying system and report library updates
   b. Using scripts to distribute new codes and setting
   c. System Monitor usage
   d. System Backups
   e. Direct table manipulation
   f. System Overview
3. Application and dependencies (SQL, Access, registry entries, third party code.
4. Database and application high-level architecture.
5. Question and answer session (2 hours)

8. PERSONNEL MANAGEMENT

8.1. Upon the written request of the State contract manager, any employee of the Contractor who, in the opinion of the State contract manager is unacceptable shall be removed from the project staff. In the event that an employee is removed pursuant to a written request from the State contract manager, the Contractor shall as soon as possible, but no later than twenty (20) days, fill the vacancy with an acceptable employee. Replacement of any personnel, including those who have terminated employment, shall be with personnel of equal or greater ability and qualifications as those previously approved by the State.

ATTACHMENT B: PAYMENT

Monthly payments shall be payable to the contractor on the last day of the month upon: a) completion by the Contractor and acceptance by State when applicable of the "**VENDOR APPLICATION TURN OVER CHECKLIST,** b) certification by Contractor that the system is functioning at the performance standards specified in Attachment F and that maintenance issues and problems have been responded to according to the procedures and timelines specified in Attached H. Payment shall be made pursuant to the following payment schedule.

February 1, 2002 – June 30, 2003:	$9,441.17/month
July 1, 2003 – June 30, 2004:	$12,000/month.

ATTACHMENT C: ACCEPTANCE OF DELIVERABLES

Quality Assurance Review Process-The following process shall be used for the acceptance of all deliverables. The State's Authorized Representative will be the initial interpreter of this Contract and will judge the acceptability of the work hereunder.

1. The State shall accept all deliverables according to the Quality Assurance Review Process (QARP) described below. Each deliverable shall be subject to acceptance by the State based on whether the deliverable meets express Contract requirements, and any subsequently developed design documents, specifications and acceptance test criteria agreed to by the parties in writing.

2. The State shall notify Contractor in writing if the deliverable or any portion thereof is acceptable or unacceptable within (2) two days of code deliverable or within (4) four days of design or specification deliverable. The State shall set forth with particularity the reason for rejection of the deliverable. Contractor shall submit to the State's Authorized Representative a written invoice for all deliverables accepted unless otherwise specified in the payment schedule.

3. Contractor shall have up to five (5) working days from the date of receipt of written notification from the State of rejection of a deliverable to correct the deficiency or deficiencies and bring the deliverable into compliance with the requirements of this Contract.

4. The State shall thereafter have an additional (2) two working days for code deliverable or (4) four days for design or specification deliverable to review the correction and accept or reject the resubmitted deliverable.

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5. After QARP is repeated and if the deliverable or any portion thereof is found unacceptable, the process described in this attachment shall be repeated until: Acceptance by the State; The State, at its option, declares this to be an event of default pursuant to Article 15 of the Contract and assesses damages and/or terminates this Contract for cause, or, The State grants Contractor a delay or waiver.

6. The State's Authorized Representative may, by written notice, waive or delay the QARP if in his or her opinion the events causing the delay in the QARP process are beyond the control of Contractor. The State's Authorized Representative shall exercise such authority in the best interest of the State. The State's Authorized Representative shall not unreasonably withhold authorization of such delay or waiver. The State's Authorized Representative's decision whether to authorize such delay and/or waiver shall be final.

ATTACHMENT D: DISPUTE RESOLUTION

In the event of dispute between the Parties arising out of, or related to this Contract, but not related to acceptance of deliverables under attachment C, (the "Dispute"), the Parties agree to utilize the procedures specified in this Attachment (the "Procedure") unless otherwise modified by contract of the Parties at the time the dispute arises.

1 **Initiating Party**: A party seeking to initiate the Procedure (the "Initiating Party") shall give written notice with supporting data to the other party within (5) five days of the occurrence of the event giving rise to the claim, dispute, or other matter, describing briefly the nature of the dispute and identifying an individual with authority to settle the dispute on its behalf.

2. **Responding Party:** The party receiving such notice (the "Responding Party") shall have five (5) days to provide the Initiating Party with a written response identifying an individual with authority to settle the Dispute on its behalf. (The individual so designated are the "Authorized Individuals").

3. **Authorized Individuals:** The Authorized Individuals shall make investigation as they deem appropriate and thereafter promptly (but in no event later than fifteen (15) days from the date of Initiating Party's notice shall commence discussion with each other concerning resolution of the Dispute.

4. **Submission Date:** If the Dispute has not been resolved within fifteen (15) days from commencement of discussions (such fifteenth day being the Submission Date) it shall be submitted to alternative dispute resolution ("ADR Process") in accordance with the following procedure.

5. **Neutral:** The parties shall have five (5) days from the Submission Date to agree upon a mutually acceptable neutral person not affiliated with either of the parties (the "Neutral").

6. **AAA Neutral:** If no Neutral has been selected within such time, the parties agree to jointly request the American Arbitration Association to supply within five (5) days a list of potential neutrals with qualifications as specified by the parties in joint request.

7. **Selection:** Within five (5) days of receipt of the list, the parties shall independently rank the proposed candidates, shall simultaneously exchange rankings and shall select as the Neutral the individual receiving the highest combined ranking who is available to serve.

8. **Place:** In consultation with the Neutral the parties shall promptly designate a mutually convenient time and place for the ADR Process (and unless circumstances require otherwise, such time to be no later than ten (10) days after selection of the Neutral).

9. **Information:** In the event either of the parties has substantial need for information in the state session of the other party in order to prepare for the ADR Process, the parties shall attempt in good faith to agree on procedures for the expeditious exchange of information, with the help of the Neutral if required.

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10. **Summary:** Five working days prior to the first scheduled session of ADR Process, each party shall deliver to the Neutral and to the other party a concise written summary of its view as to the facts, law and conclusion in connection with the matter in dispute.
11. **Representation:** In the ADR Process each party may be represented by their respective Authorized Individual and by counsel. In addition, each party may bring such additional persons as needed to respond to questions, contribute, inform and participate in the negotiations, the number of such additional persons to be agreed upon by the parties in advance, with assistance of the Neutral if necessary.
13. **Format:** The parties, in consultation with the Neutral, will agree upon a format for meetings, designed to assure that both the Neutral and the Authorized Individuals have opportunity to hear an oral presentation of each party's point of view and the matter in dispute, with or without assistance of counsel or others, but with assistance of the Neutral. To this end, the Neutral is authorized to conduct both joint meetings and separate private caucuses with parties. During the ADR Process, the Neutral will be free to divulge to the parties all information as to the other party.
14. **Opinions:** The Neutral, if no contract has been reached between the parties, and not later than thirty (30) days after the first scheduled session of ADR Process, (i) shall provide his or her opinion to both parties on probable outcomes should the matter be litigated, and (ii) shall make one or more recommendations as to the terms of a state possible settlement, upon any conditions imposed by the parties (including but not limited to, a minimum and maximum amount). The opinions and recommendations of the Neutral shall not be binding on the parties.
15. **Process:** The parties agree to participate in the ADR Process to its conclusion (as designated by the Neutral) and not to terminate negotiations concerning resolution of the matter in dispute until at least ten (10) days thereafter.
16. **Claims:** Unless requested by the State to stop work, the Contractor agrees to continue working to resolve the dispute during the ADR Process. Contractor shall raise any and all claims for additional compensation Contractor believes due and owing for such work during the ADR Process
17. **Fees:** The fees of the Neutral shall be paid by the party requesting the ADR. The Neutral shall be disqualified as a witness, consultant, expert or counsel for either party with respect to the matters in dispute and any related matters.
18. **Confidential.** The ADR Process procedure is a compromise negotiation for purposes of applicable State and Federal rule of evidence. To the extent allowed by the Minnesota Data Practices Act, the entire process is confidential, and no stenographic, visual or audio record shall be made.
19. **Condition Precedent.** The rendering of a decision by the State's Authorized Representative will be a condition precedent to Contractor's exercise of such rights and remedies as it may have under this Contract or at law in respect to any claim, dispute or other matter.

ATTACHMENT E: Year 2000 COMPLIANCE WARRANTY

Contractor shall warrant that software developed or modified by Contractor and used before, during, and after the turn of the century shall not experience abnormal ending and/or product invalid or incorrect results in the operation of the business of the State. Contractor shall warrant that Contractor will make all code adjustments necessary at no cost to the State in order to ensure that the code and databases modified or developed by the Contractor are "Year 2000 Compliant". The warranty shall be in effect until December 31, 2000 or one year after system production, whichever is later.
Year 2000 compliant: "Year 2000 compliance" means that information resources meet the following criteria and/or perform as described:

Data structures (databases, data files, etc.) provide 4-digit date century recognition. Example: '1996' provides "date century recognition",'96 does not.
Stored data contains date century recognition, including (but not limited to) data stored in databases and hardware/devices internal system dates.
Calculations and program logic accommodate both same century and multi-century formulas and data values.
Calculations and logic include (but are not limited) sort algorithms, calendar generations, events recognition, and all processing actions that use or produce data values.
Interfaces (to and from other systems or organizations) prevent non-compliant dates and data from entering or exiting any state system.
User interfaces – (i.e. Screens, reports, etc.) accurately shows 4-digit years (if critical to business functions).
Year 2000 is correctly treated as a leap year within all calculations and calendar logic.

ATTACHMENT F: WARRANTY

1. Contractor warrants to State that the Software, once presented by Contractor as complete and subsequently accepted by State as provided under the QARP process defined in Attachment C will be free from errors, defects or nonconformity with Work Order Specifications. Contractor further warrants Software will function in accordance with Attachment A for the entire term of this Agreement.

2. Contractor also warrants that there is no copy protection or similar mechanisms within the Software, which will, either now or in the future, interfere with the license grants made in this Contract. Contractor also warrants that the media containing the Software will be free from defects in material and workmanship and that services will be preformed in a first-class workman like manner.

3. Contractor further warrants that State shall have quiet enjoyment of the Software and that, as to Software to which Contractor does not have title, Contractor has license in the Software sufficient to permit the license of the Software to State and has full right, power and authority to license the software to the State as provided by this Contract. With regard to the .NET upgrade referenced in Attachment A, Section 1, the State may be required to purchase additional third-party software licenses to support the .NET technology. New third-party software licenses may also be required to support additional functionality the State may procure in the future, such as document imaging.

4. Contractor also warrants that the Software will be compatible with and may be used in conjunction with other software as described in approved work orders.

5. Contractor also warrants that if an Order states that the Software is to be used in conjunction with certain data processing equipment, the Software shall be compatible with that equipment. If the Software, or any portion thereof, is or becomes unusable, totally or in any respect, Contractor will correct errors, defects and nonconformities and restore, without additional charge to State, within (30) days of receipt of notice of the error, defect or nonconformity, the Software to error-free conforming condition for a period of (1) twelve months following State's acceptance of the Software. The State will consult with Contractor in advance of acquiring new data processing equipment to ensure that such equipment is compatible with the software.

6. **SYSTEM PERFORMANCE GUIDELINES.** Contractor will make best efforts to ensure that the system will perform at the following levels of performance, notwithstanding external factors that affect

system performance such as network difficulties, and taking into account reasonably acceptable variations in system performance. The purpose of this section is to provide a common basis for the identification of system performance issues and to provide a mutually acceptable means of resolving them as agreed by the Secretary of State and the Contractor's Authorized Representative. Performance will be measured in the computer services section of the Office of Secretary of State located at 60 Empire Drive, St. Paul, MN.

VEMS Performance Standards	Acceptable Standards
All software functions-Sub second	User steps-- no wait time acceptable
Enter VR Card (New Voter)	30-45 seconds
Verify Address	1-3 seconds
Identify Duplicate Records	1-5 seconds
Process AB	30-45 seconds
Find Voter	1-3 second
Entering Precinct Finder Block Ranges	20-30 seconds
Editing Precinct Finder Block Ranges	3-6 seconds
Election Setup no candidates	25-40 seconds
Entering candidates	2-5 seconds per candidate
Compiling reports Reports-display snapshot Group Voter Change • Area Code • Zip Code • District • Block Range	Performance on these times will be assessed during the warranty period and with on-site diagnosis.

ATTACHMENT G: ERRORS OR OMISSIONS

1. Contractor will be responsible for the accuracy of the work and must within (30) thirty days of receipt of notice of any error, omission or negligent act make necessary revisions or corrections resulting from Contractor's errors, omissions, or negligent acts without additional compensation for a period of at least (12) months after acceptance. Accuracy shall mean the work will be designed, developed and delivered according to Contract Specifications.

Acceptance of work by State will not relieve Contractor of the responsibility for subsequent correction of any errors or omissions of any ambiguities.

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3. Contractor must prepare any and all plans or data needed to correct errors and/or omissions without added compensation, even though Contractor may have already received final payment.

4. If errors, omissions and/or negligent acts are made by Contractor in any phase of the work, the correction of which may require additional work, Contractor will be promptly notified by State and will be required to perform within (30) thirty days of such notification such additional work as may be necessary to correct these errors, omissions and/or negligent acts and without additional cost to State.

5. If the Contractor is aware of any errors, omissions and/or negligent acts made in any phase of the work, the corrections of which may require any additional work, Contractor must within (30) days of such knowledge perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without additional cost to State.

6. Contractor will be responsible for any damages incurred as a result of its errors, omissions, and/or negligent acts. Acceptance of the work by State will not relieve Contractor of the responsibility for subsequent correction of any such errors, omissions and/or negligent acts, or of liability for loss or damages resulting therefrom.

7. Contractor must respond to State's notice of any errors and/or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the Contractor. Notification will be by telephone, followed by Certified Mail.

ATTACHMENT H – CONTRACTOR'S PROBLEM REPORTING AND RESOLUTION PROCEDURES

1. Contractor's Support Desk is manned from 7 am to 6 pm CST, Monday through Friday (phone number 1-888-262-2647). All calls received via the Support Desk are logged in the call tracking software system. The following outline demonstrates the flow of a typical call.

2. The call is received and logged into the tracking system (HEAT).
The Support Desk Engineer determines the priority level of by problem by answering the follow questions:
   a. Is the system down?
   b. Is the State in an Election Cycle?
   c. Is the issue causing work stoppage or slowdown?
   d. Is this a request for an enhancement or training?
   e. The priority level of the problem

3. The Support Desk Engineer escalates the issue within Contractor as appropriate.
If a resolution is not documented in Contractor's knowledge base and a diagnosis is not determined within 30 minutes, the call is escalated to Second Level Support and management is given a status report.

4. Second Level Support will work the issue through resolution. Management will be involved in the troubleshooting process and will provide Second Level Support with all necessary assets to resolve the issue in a timely manner.
5. The Support Desk Engineer will continue to monitor the process and provide the customer with progress reports.

6. It is very important that the above process be followed to allow us to resolve the issue in a timely manner. PLEASE DO NOT CONTACT OUR DEVELOPERS DIRECTLY as this will only delay the diagnostic and repair process. If you have questions, please direct them to the Support Desk. If the Support Desk is not able to answer your question, your next escalation step would be to contact the Director of Software Development.

7. FOR ENHANCEMENTS AND TRAINING ISSUES:

   a. If it is a training issue that will take less than 15 minutes to train the caller, proceed with training and log call as closed.
   b. If training issue will take more than 15 minutes, forward the call to the appropriate manager to assign the task. The manager will assign a trainer and the trainer will call the customer back and schedule the training.
   c. Enhancements will be scheduled via Project 2000 and timelines will be communicated to the customer via Project Central on the web. The Heat Ticket will be closed once the enhancement has been completed.
   d. Support is available after normal working hours and on weekends for counties in an Election Cycle. This support is limited to down systems and issues that are causing election cycle work slowdown/stoppage. To receive after hours support, please call 501-236-6433.

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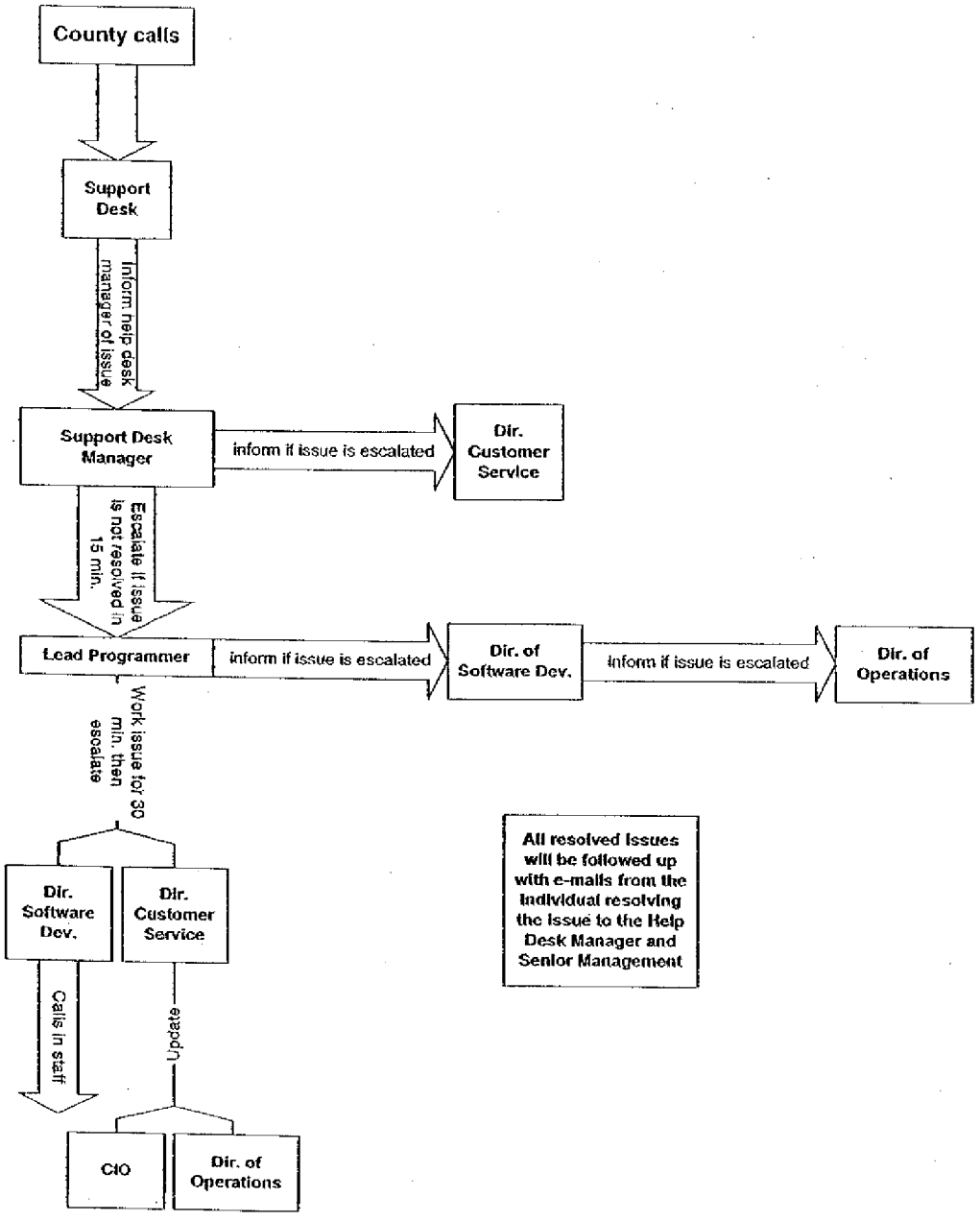
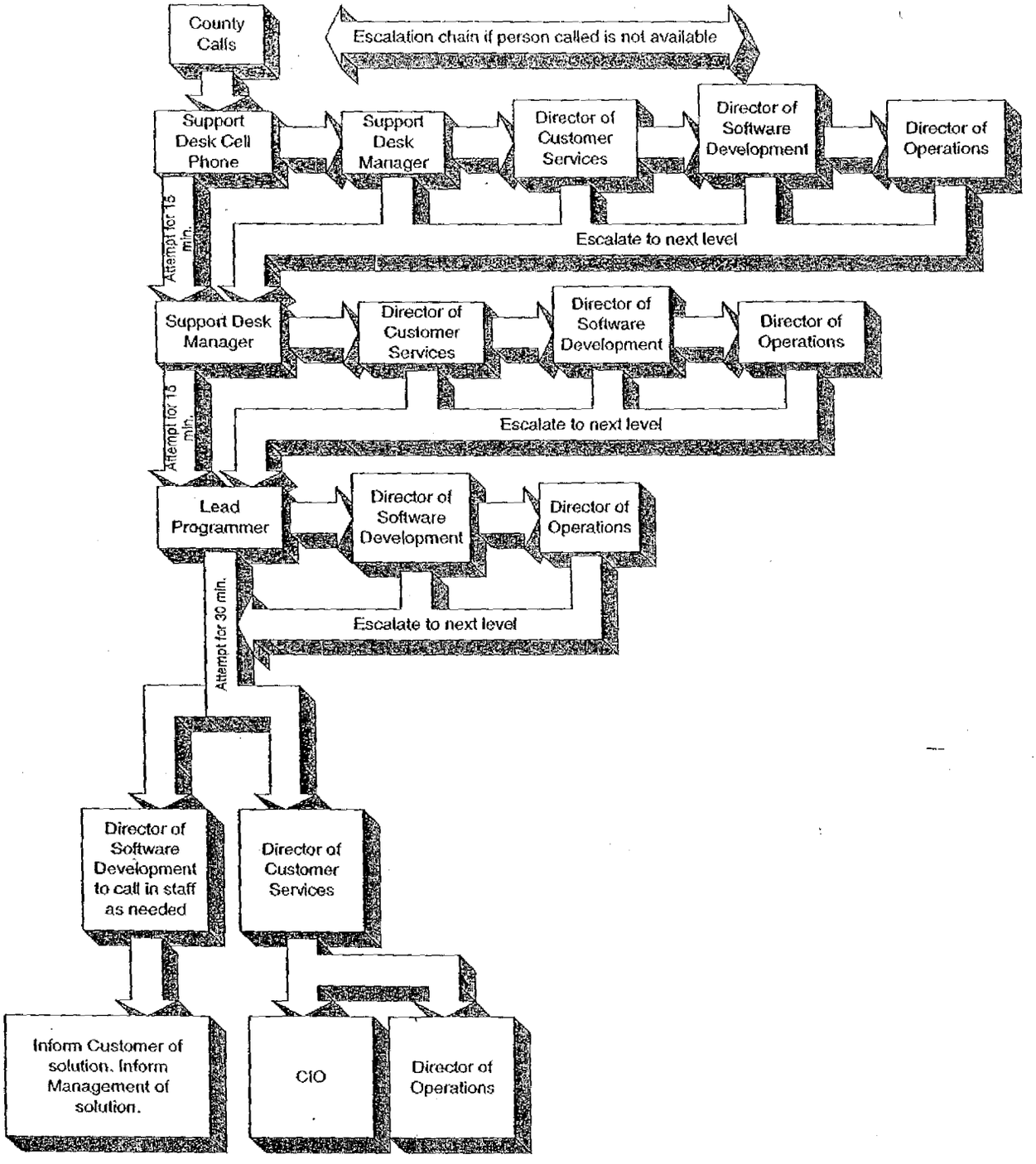
8. ESCALATION PROCEDURES (In the following images, substitute the word "State" for "county")
H1 - Election Cycle: Normal Business Hours

Normal Working Hours Escalation Procedure for County during Election Cycle



In the following images, substitute the word "State" for "county"

After Hours Escalation Procedure for County during Election Cycle



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H2 - Election Cycle: Nights and Weekends

In the following images, substitute the word "State" for "county"

H3 - Non-Election Cycle: Normal Business Hours

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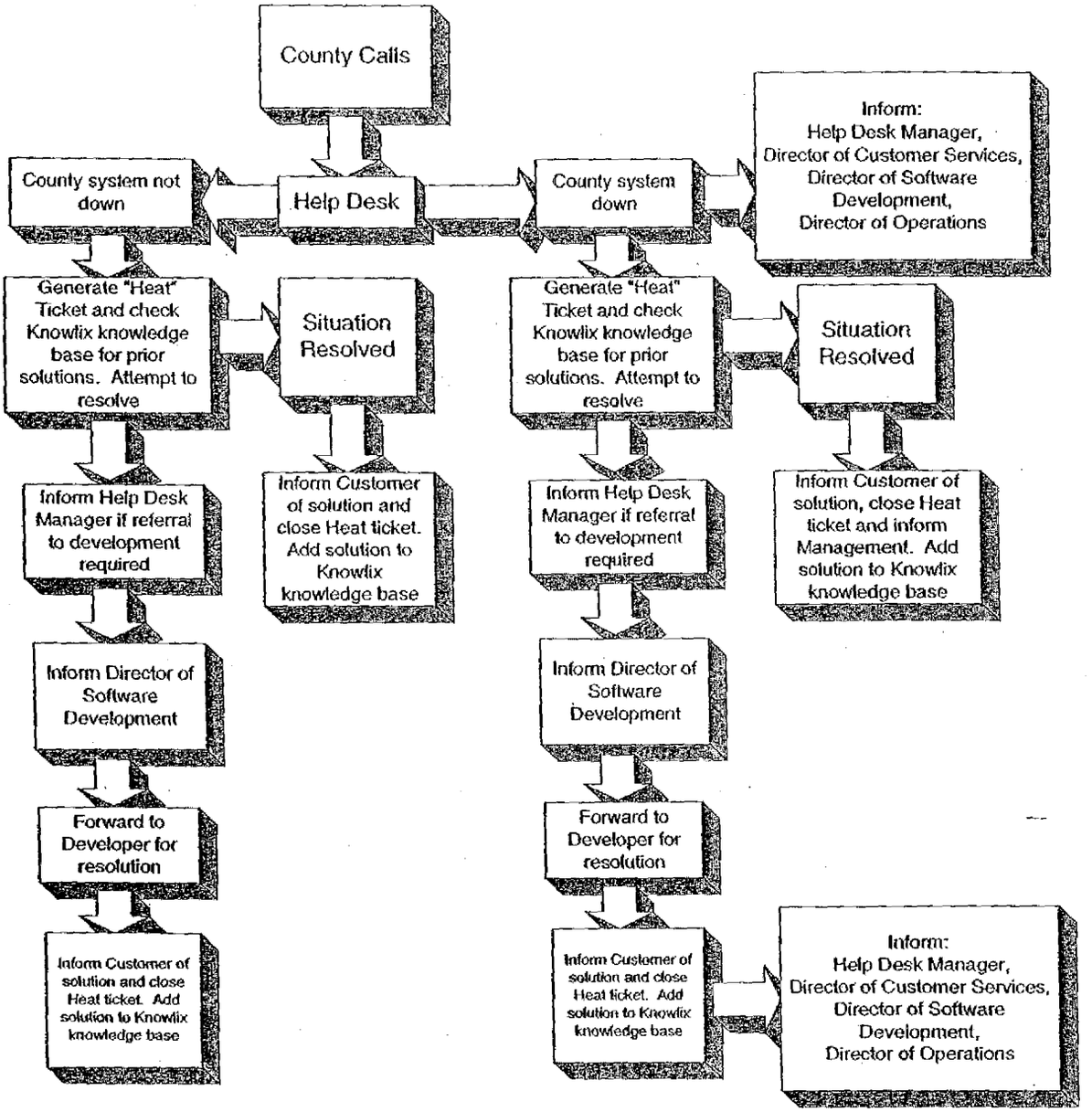
Normal Working Hours Escalation Procedure for County Non-Election Cycle



ATTACHMENT I: VENDOR APPLICATION TURN OVER PROCEDURE

1. State Computer Services should be involved in all phases of the development lifecycle used by vendors. Data required for the Vendor Application Turn Over Procedure should be captured during the life of the project and therefore should only provide a small impact on the timing of the application deployment.

2. The turnover process follows the same guidelines that are considered appropriate for documenting production applications at STATE Computer Services.

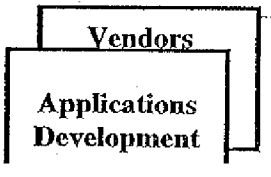
3. The customary timing of the Vendor Application Turn Over is prior to deployment of the application. After deployment, production support becomes a joint assignment for Application Development and the Vendor team. During this period of joint support (often referred to as "The Period of Acceptance") it is critical that the Applications Development staff assume a leadership role, not only to insure that they learn the application, but to also insure that evaluation of the quality and performance of the application takes place.

4. The following are the major requirements of the Vendor Turn Over Process:

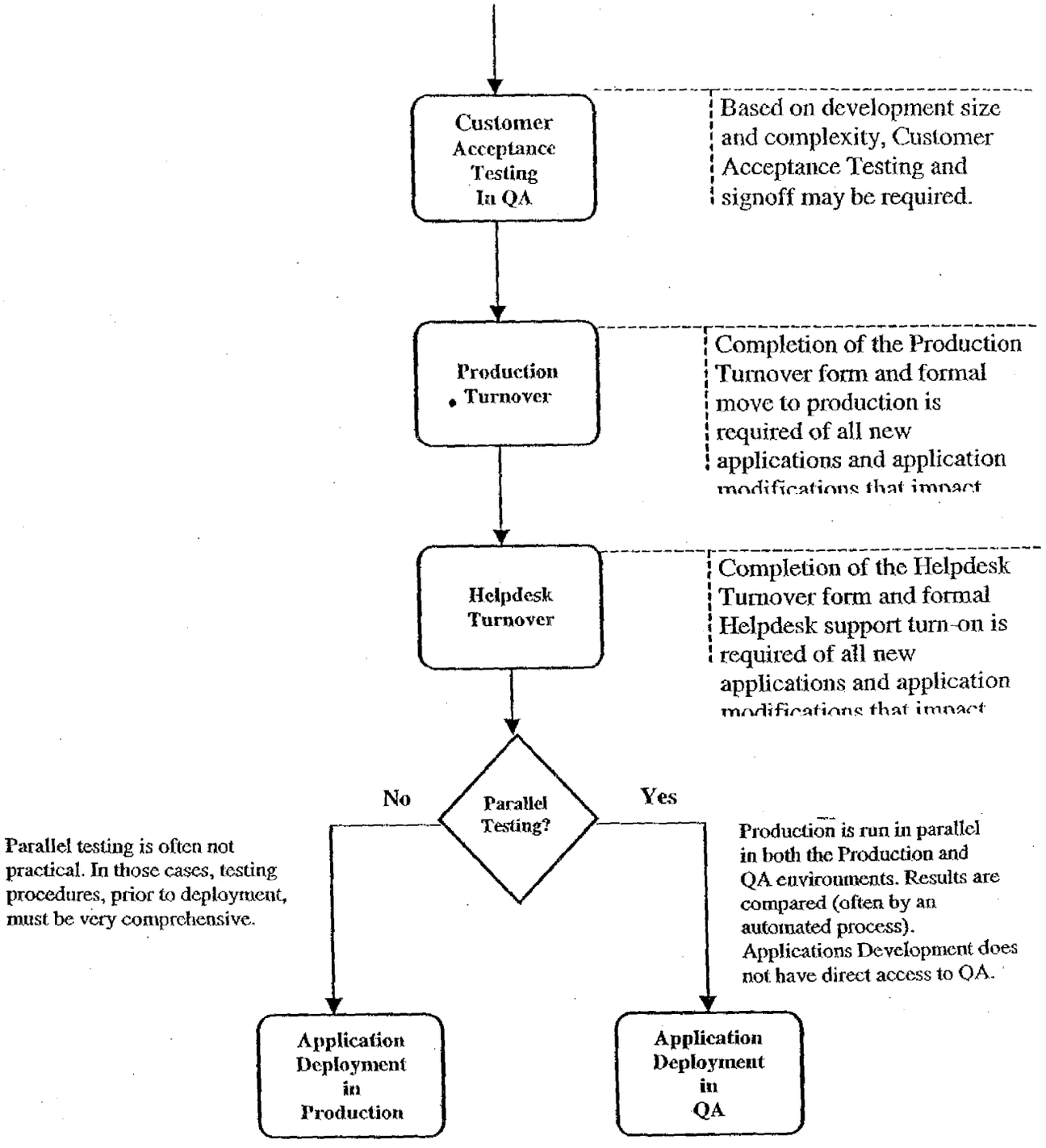
   a. Project plan updated through completion of the project
   b. All deliverables for the project
   c. If appropriate, Source Safe containing all "versioned" source code, ASPs, DLLs, Stored Procedures, etc. needed to deploy the first release of the application (1.0)
   d. Based on the language(s), vendor software and platform(s) used, whatever of the following that applies must be provided:
      1. Database Schema
      2. Data Dictionary
      3. Application narrative
      4. Program/Object narratives
      5. High-level process flow chart
      6. ASP/USAGE/DLL crState -reference with function documentation
      7. Test data, test scripts and final test results
      8. Production documentation
      9. Report documentation and initial distribution
      10. Map of Web Site
      11. Performance Objectives and what was achieved
   e. Copies of completed Production Turnover form and Helpdesk Turnover form
   f. Estimates of on-going production support requirements in person hours (does not include future enhancements).
   g. Other data as needed

2. Application Production Deployment

This Application Deployment methodology must be followed for all application deployments done by Applications Development or



Applications Development and Vendors must follow this procedure



3. VENDOR APPLICATION TURN OVER CHECKLIST

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VENDOR APPLICATION TURN OVER CHECKLIST

Application:				Date:
#	Turn over deliverable	Complete (Y, N or NA)	Name	Date
1	Project plan updated through completion of the project			
2	All deliverables for the project including customer signoffs			
3	Source Safe containing all versioned source code, ASPs, DLLs, Stored Procedures, etc. needed to deploy the final release 1.0			
4	Database Schema			
5	Data Dictionary			
6	Application narrative			
7	Program/Object narratives			
8	High-level process flow chart			
9	ASP/USAGE/DLL crState -reference with function documentation			
10	Test data, test scripts and final test results			
11	Production documentation			
12	Report documentation and initial distribution			
13	Map of Web Site			
14	Performance Objectives and what was achieved			
15	Completed Production Turnover form			
16	Completed Helpdesk Turnover form			
17	Estimates of on-going production support requirements in person hours			
18	Other – please define			
	Date Accepted: Signature:			