



DEAN C. LOGAN  
Registrar-Recorder/County Clerk

May 12, 2020

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVE CONTRACT AMENDMENT FOR VOTING SOLUTIONS FOR ALL  
PEOPLE (VSAP) TALLY SYSTEM AND BALLOT LAYOUT APPLICATION  
SUPPORT FOR VSAP PROJECT  
SOLE SOURCE CONTRACT NUMBER 18-003 WITH DIGITAL FOUNDRY AND  
APPROVE APPROPRIATION ADJUSTMENT  
(ALL DISTRICTS – 4 VOTES)**

**CIO RECOMMENDATION: (X) APPROVE**

**SUBJECT**

The Registrar-Recorder/County Clerk (RR/CC) requests approval to amend Sole Source Contract Number 18-002 with Digital Foundry Inc. (Digital Foundry) for further system development and refinement of the Voting Solutions for All People (VSAP) Tally System and Ballot Layout (VBL) Application.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Registrar-Recorder/County Clerk, or designee, to execute Sole Source Amendment Number Three to Contract Number 18-002 with Digital Foundry, substantially similar to Attachment I, to make changes to the statement of work and pricing schedule, to extend the term of the contract to June 30, 2021, and to increase the contract sum by \$13,600,000 to provide additional services related to VSAP Tally System and Ballot Layout Application, increasing the total contract amount to \$26,800,000.

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**51-F May 12, 2020**

CELIA ZAVALA  
EXECUTIVE OFFICER

2. Approve the attached appropriation adjustment to transfer \$3,600,000 from the Committed for IT Enhancements to the Department's Services and Supplies (S&S) appropriation.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The agreement with Digital Foundry completes the development and implementation of the VSAP Tally System software to process and tally both Vote By Mail (VBM) and Ballot Marking Device (BMD) ballots. In addition, the agreement provides for further development of the VBL Application, which will use content from the Department's Election Management System to create VBM and BMD ballot print formats required as per VSAP specifications. At the conclusion of the contract, the Tally System and Ballot Layout Application will integrate with the overall VSAP solution, be tested and certified by the SOS for use in elections in the County of Los Angeles.

Approval of the recommended action will allow for execution of an amendment to the Contract with Digital Foundry to continue to design, develop, test, and refine the VSAP Tally System and VBL Application. The amendment will also provide support for the implementation of the new version of the VSAP VBL and Tally Solutions leading up to and during the November 2020 Presidential Election. Additionally, the amendment will allow for Knowledge Transfer to RR/CC staff. This Knowledge Transfer is key to ensure the RR/CC is able to sustain and support the VSAP VBL and Tally Systems without the need for vendor support.

#### *System Development and Refinement*

The refinement of system features, and addition of new functionalities is required by the California Secretary of State (SOS) as described in the Conditional Certification granted on January 24, 2020. These requirements include encryption of VSAP system components and implementation of cryptographic modules complying with or exceeding FIPS 140-2 standards. The implementation of these elements requires extensive software design, development and testing.

Furthermore, the need for further system development and refinement emerged during the implementation of the systems in the March 2020 Presidential Primary Election. The March election was the first implementation of the full VSAP Tally System; the first time the Tally System was used to tally BMD ballots in a live election. The implementation revealed that the system needs to be refined to increase capacity and streamline the process to increase efficiency.

#### *November 2020 Presidential Primary Support*

The RR/CC does not currently have the capacity and knowledge to fully operate the VSAP Tally System and the VBL application without assistance from Digital Foundry and its key system developers. The November Election will be the first time the RR/CC implements

the new post-recertification version of the VSAP end-to-end solution. In order to ensure a successful execution of that high-profile election, the RR/CC requires support from those most knowledgeable in the system- the system developers. These developers will assist in preparing for the election and during the voting period. These efforts include troubleshooting, capacity and resource planning, and general deployment support.

#### *Knowledge Transfer*

While RR/CC staff was involved in the development of the VSAP Tally System and VBL Application, competing priorities (such as running elections), time constraints and resource capacity limited the RR/CC staff's focus on this development effort. This prevented RR/CC staff from obtaining in-depth knowledge of the system intricacies. Furthermore, the RR/CC has seen turnover in the staff that was involved in system development, further exacerbating the situation. There is great need for Digital Foundry to conduct a deliberate knowledge transfer to ensure various members of RR/CC staff have the in-depth knowledge to continue to implement, operate and maintain the VSAP Tally System and VBL application without the need of a vendor.

#### **Implementation of Strategic Plan Goals**

This request supports the County Strategic Plan as follows:

Goal No. III, Realize Tomorrow's Government Today: Our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

#### **FISCAL IMPACT/ FINANCING**

The recommended amendment to the existing Sole Source Contract Number 18-002 with Digital Foundry increases the maximum contract sum by \$13.6M, for a total contract cost not to exceed \$26.8M. The County's IT Investment Board (ITIB) approved using IT Legacy Modernization Fund to pay for the estimated Fiscal Year (FY) 2019-20 cost of \$3.6M. The attached appropriation adjustment will allocate funding from obligated fund balance Committed for IT Enhancements to the Department's S&S budget for this purpose. Year two of the amendment (July 1, 2020 through June 30, 2021) estimated at \$10.0M will be funded by RR/CC from within the FY 2020-21 VSAP allocation – to tentatively allocated in FY 20-21 Final Changes – or will be absorbed within the department's ongoing base budget.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Los Angeles County administers elections under the California Voter's Choice Act in which voters have the option of voting at any vote center over an eleven (11) day period or by using a VBM ballot. On January 24, 2020, the California Secretary of State (SOS) conditionally approved use of the VSAP BMDs and Tally Solution for the March 3, 2020 Presidential Primary Election. Use conditions for that certification require that the system be re-certified prior to its use in the November 2020 Presidential election.

The CIO has reviewed this Board Letter and recommends approval. The CIO further determined that a CIO Analysis is not required for the recommended action because there are no new technology items and the Amendment addresses only a continuation of software design, development and support services, and schedule and cost.

### **CONTRACTING PROCESS**

On June 12, 2018, the Board authorized the Registrar-Recorder/County Clerk to execute Sole Source Contract #18-002 with a maximum amount of \$12,000,000 with Digital Foundry for software engineering and support services to develop the Voting Solutions for All People (VSAP) Tally System and Ballot Layout Application. On February 8, 2019, the Registrar-Recorder/County Clerk executed Amendment #1 with Digital Foundry for updates to County provisions and updates to the Statement of Work and Pricing Schedule which did not change the maximum contract amount. On May 24, 2019, the Registrar-Recorder/County Clerk executed Amendment #2 with Digital Foundry exercising ten percent (10%) delegated authority to complete a second version of the production software development and implementation build of the new Tally System and a build of the VSAP Ballot Layout Application components for a maximum contract amount of \$13,200,000.

Due to the conditions set forth by the California Secretary of State's Conditional Certification and the findings from the implementation of the VSAP Tally System and VBL Application in the March 2020 Presidential Election, further system development and refinement is needed. We recommend the Board authorize the RR/CC or designee to approve and execute an amendment to Sole Source Contract #18-002 to make changes to the statement of work, pricing schedule, contract sum and term of contract to provide additional development, support and knowledge transfer services.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended action will ensure software development services can be completed in time for the re-certification of the system prior to the November 2020 Presidential Election, as required by the California Secretary of State.

Respectfully submitted,

  
DEAN C. LOGAN

Registrar-Recorder/County Clerk

DCL:DM  
VW:ca

Enclosure

c: Chief Executive Officer  
County Counsel

Reviewed by:

  
William S. Kehoe

Chief Information Officer

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO. 710

DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK

May 12, 2020

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2019-20

4 - VOTES

SOURCES

USES

GENERAL FUND
A01-3052
COMMITTED FOR IT ENHANCEMENTS
DECREASE OBLIGATED FUND BALANCE

REGISTRAR-RECORDER AND COUNTY CLERK
A01-RR-2000-11300
SERVICES & SUPPLIES
INCREASE APPROPRIATION

SOURCES TOTAL: \$ 3,600,000

USES TOTAL: \$ 3,600,000

JUSTIFICATION

This appropriation adjustment reflects a transfer of \$3,600,000 from obligated fund balance Committed for IT Enhancements to the Registrar-Recorder and County Clerk Department's Services and Supplies budget for Digital Foundry contract.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Debbie Martin

AUTHORIZED SIGNATURE DEBBIE MARTIN, CHIEF DEPUTY RRCC

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

#51-F MAY 12 2020

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

- ACTION
RECOMMENDATION

- APPROVED AS REQUESTED
APPROVED AS REVISED

AUDITOR-CONTROLLER

BY [Signature] 5/7 20 20

CHIEF EXECUTIVE OFFICER

BY [Signature] May 7 20 20

B.A. NO. 271

## SOLE SOURCE CHECKLIST

Department Name: Registrar-Recorder/County Clerk

New Sole Source Contract

Existing Sole Source Contract      Date Sole Source Contract Approved: 06/12/2018

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input checked="" type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input checked="" type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

**Sheila Williams**

Digitally signed by Sheila Williams  
DN: cn=Sheila Williams, ou=CEO, ou=BOMB,  
email=swilliams@co.lacounty.gov, c=US  
Date: 2020.04.29 17:16:55 -0700

Chief Executive Office

Date

**AMENDMENT NUMBER THREE  
TO CONTRACT #18-002  
WITH  
DIGITAL FOUNDRY  
FOR  
TALLY SYSTEM AND BALLOT LAYOUT  
APPLICATION UNDER  
VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT**

**AMENDMENT NUMBER THREE  
TO CONTRACT #18-002  
DIGITAL FOUNDRY  
TALLY SYSTEM AND BALLOT LAYOUT APPLICATION  
UNDER THE  
VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT**

This Amendment Number Three (“Amendment Number Three”) to Contract Number 18-002 (“Contract”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between County of Los Angeles, a political subdivision of the State of California (“County”) and Digital Foundry, Inc., (“Contractor”). County and Contractor are sometimes hereinafter referred to collectively as the “Parties” and each individually as a “Party.”

WHEREAS, the Contract was originally entered into by and between County and The Digital Foundry, Inc. ("Digital Foundry") on June 12, 2018 and approved by the County’s Board of Supervisors on June 12, 2018;

WHEREAS, that Contract was further amended in that certain Amendment Number One dated February 8, 2019 to, among other things, (i) incorporate 5.7 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer) (ii) incorporate 8.56 (Compliance with Fair Chance Employment Practices); (iii) incorporate Exhibit 23 (Compliance with Fair Change Employment Hiring Practices Certification); (iv) incorporate Section 8.57 Compliance with the County Policy of Equity; (v) replace Exhibit A (Statement of Work) with a new Exhibit A (Statement of Work) (Revised January 2019); (vi) replace Exhibit B (Pricing Schedule) with a new Exhibit B (Pricing Schedule) (Revised January 2019); (vi) replace Exhibit C (Contractor’s Proposed Schedule) with a new Exhibit C (Contractor’s Proposed Schedule) (Revised January 2019); (vii) replace Exhibit E (County’s Administration) with a new Exhibit E (County’s Administration) (January 2019)); and (viii) replace Exhibit F (Contractor Administration) with a new Exhibit F (Contractor Administration) (Revised January 2019);

WHEREAS, that Contract was further amended in that certain Amendment Number Two dated May 24, 2019 to, among other things, replace Exhibit A (Statement of Work) (Revised May 2019) with a new Exhibit A (Statement of Work) (Revised May 2019); (ii) replace Exhibit B (Pricing Schedule) (Revised January 2019) with a new Exhibit B (Pricing Schedule) (Revised May 2019) and (iii); replace Exhibit C (Contractor’s Proposed Schedule) (Revised January 2019) with a new Exhibit C (Contractor’s Proposed Schedule) (Revised May 2019); and

WHEREAS, County and Contractor wish to further amend the Contract to, among other things, (i) delete Section 4 (Term of Contract), Paragraph 4.1 of the Contract and replace with a new Section 4 (Term of Contract), Paragraph 4.1; (ii) increase the contract amount; (iii) delete Section 5 (Contract Sum), Paragraph 5.1 (Total Contract Sum) of the Contract and replace with a new Section 5 (Contract Sum), Paragraph 5.1 (Total Contract Sum); (iv) replace Exhibit A (Statement of Work) (Revised May 2019) with a new Exhibit A (Statement of Work) (Revised April 2020); (v) replace Exhibit B (Pricing Schedule) (Revised May 2019) with a new Exhibit B (Pricing Schedule) (Revised April 2020) and (vi); replace Exhibit C (Contractor’s Proposed Schedule) (Revised May 2019) with a new Exhibit C (Contractor’s Proposed Schedule) (Revised April 2020); and



WHEREAS, this Amendment Number Three is made pursuant to Paragraph 8.1 (Amendments) of the Contract.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contract, is hereby amended as follows:

1. Section 4 (Term of Contract), Paragraph 4.1 is hereby deleted in its entirety and replaced with a new Section 4 (Term of Contract), Paragraph 4.1 to read as follows:

#### **4 TERM OF CONTRACT**

4.1 The term of this Contract shall commence after execution by County's Board of Supervisors, on June 12, 2018 to June 30, 2021 unless sooner terminated or extended, in whole or in part, as provided in this Contract.

2. Increase the Contract Sum, by a sum not to exceed Thirteen Million Six-Hundred Thousand Dollars and 00/100 (\$13,600,000.00) for further system development and refinement of the Voting Solutions for All People (VSAP) Tally System and Ballot Layout (VBL) Application.
3. Section 5 (Contract Sum), Paragraph 5.1 (Total Contract Sum) is hereby deleted in its entirety and replaced with a new Section 5 (Contract Sum), Paragraph 5.1 (Total Contract Sum) to read as follows:

#### **5 CONTRACT SUM**

##### **5.1 Total Contract Sum**

5.1.1 In consideration of the timely completion of the Services and Deliverables and in accordance with the terms and conditions herein, Contractor will be paid a fixed fee of Twenty-Six Million Eight-Hundred Thousand US Dollars (\$26,800,000) as specified in Exhibit B (Pricing Schedule).

4. Exhibit A (Statement of Work) (Revised May 2019), of the Contract is hereby deleted in its entirety and replaced with new Exhibit A (Statement of Work) (Revised April 2020), a true and correct copy of which is attached hereto and incorporated herein by this reference.
5. Exhibit B (Pricing Schedule) (Revised May 2019) of the Contract is hereby deleted in its entirety and replaced with a new Exhibit B (Pricing Schedule) (Revised April 2020), a true and correct copy of which is attached hereto and incorporated herein by this reference.
6. Exhibit C (Contractor's Proposed Schedule) (Revised May 2019) of the Contract is hereby deleted in its entirety and replaced with a new Exhibit C (Contractor's Proposed Schedule) (Revised April 2020), a true and correct copy of which is attached hereto and incorporated herein by this reference.

Except as otherwise provided under this Amendment Number Three, the Contract, and including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

**AMENDMENT NUMBER THREE  
TO CONTRACT #18-002  
THE DIGITAL FOUNDRY  
TALLY SYSTEM AND BALLOT LAYOUT  
APPLICATION UNDER THE  
VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Three to be subscribed on its behalf by the Registrar-Recorder/County Clerk or his/her designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

**COUNTY OF LOS ANGELES**

\_\_\_\_\_  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

**CONTRACTOR:  
THE DIGITAL FOUNDRY**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
TITLE

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Michael Owens  
Deputy County Counsel

**STATEMENT OF WORK (SOW)**  
**CONTRACT FOR VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)**  
**TALLY SYSTEM AND BALLOT LAYOUT APPLICATION**  
*(Amendment 3 – Revised May 2020)*

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**SOW EXHIBITS**

- 1-TASK/DELIVERABLE ACCEPTANCE CERTIFICATE
- 2-CONTRACT DEFICIENCY REPORT
- 3-**INTENTIONALLY OMITTED**
- 4-PERFORMANCE REQUIREMENTS SUMMARY CHART

**OTHER EXHIBITS**

- B-PRICING SCHEDULE
- C-CONTRACTOR'S PROPOSED SCHEDULE
- N,O-**INTENTIONALLY OMITTED**

## **1.0 OVERVIEW**

### **A. Objective**

Through this Statement of Work (SOW), the County of Los Angeles (County) Registrar-Recorder/County Clerk (RR/CC) will complete a second version of the production software development and implementation build of the new Tally System and a build of the VSAP Ballot Layout Application (VBL Application) components (hereafter referred to as Project) of the Voting Solutions for All People solution (VSAP). The first build (Tally Version 1.1.2.2) was developed under the ESMA engagement with Digital Foundry. This sole source engagement continues with the build of the Tally System (Version 2.0 and Version 3.0) and VBL Application (Version 2.0) that adds support for BMD ballot processing and other new features/capabilities, as well as technical support through the 2020 Presidential Election cycle. Digital Foundry, Inc. (Contractor) will furnish certain Professional Services hereinafter defined to successfully complete this Statement of Work (SOW).

The Tally System and VBL Application are custom software solutions implemented on an open source software stack and owned by County.

Among its key features, the Tally System will receive digital images of voted paper ballots from one or more scanner output directories, use digital image processing tools and techniques to recognize and adjudicate the votes cast on the ballots, and tabulate and report the results. The Tally System is capable of processing both hand-marked full-face Vote By Mail (VBM) ballots, as well as machine-printed ballots produced by the VSAP Ballot Marking Device (BMD), and will support reading and decoding QR codes printed on both types of ballots. The Tally System will verify the authenticity of ballots being processed, and will keep logs and batch processing information to support independent ballot-level audits of election results.

The VBL Application will take ballot content from the Election Management System (EMS) in a standard data-interchange format and lay it out in the VBM and BMD ballot print formats required by VSAP specifications. It will also generate data files and packages necessary to configure the various VSAP components for an election, integrate them into a comprehensive end-to-end voting solution, and support integration of election results with an external EMS.

Upon project completion, County will have a Tally System and VBL Application that will integrate with the overall VSAP solution to be tested and certified by the California Secretary of State for use in elections in the County of Los Angeles.

### **B. Background**

The VSAP Project (formerly known as the Voting Systems Assessment Project) was launched by the Los Angeles County RR/CC in 2009 to address an aging voting system and an increasingly large and complex electorate. Its goal has been to modernize the voting experience, and the systems and processes that support it, through an open, transparent, participatory and data-driven approach centered on the voter and the human factors involved in engaging and participating in the democratic process.

The VSAP Program was designed to give the County control over the system design and development to ensure that the voting experience it delivers meets the needs of current and future voters.

The VSAP Program seeks to implement a voting system that is owned, operated, and maintained by the County, and is also pursuing an open source technology strategy that has the potential to foster new models of voting systems development and implementation, and to provide other election jurisdictions new avenues for collaboration and cost sharing.

Over several years, the VSAP Program completed several phases of research, user testing and iterative design of the new voting experience, and concluded Phase 3 – Design and Engineering of the VSAP solution in 2016, which produced:

- new custom-designed Ballot Marking Device (BMD) and new BMD paper ballot
- improved hand marked full face Vote by Mail paper ballot
- innovative Interactive Sample Ballot (ISB)
- modernized Tally System based on modern and scalable technologies.

The RR/CC also completed Phase 4 System Manufacturing and Certification, by completing manufacturing of the new VSAP system and obtaining certification from the California Secretary of State (SOS) in January 2020.

During Phase 4, the RR/CC engaged with Digital Foundry under a competitive Enterprise Master Services Agreement (ESMA) Work Order (No. 2016-010) to architect, develop and prototype a VSAP Tally solution capable of processing and tabulating the new VSAP Vote by Mail (VBM) paper ballots. In January 2018 the RR/CC amended the work order to extend the engagement to June 2018 and add scope to develop and test an initial Version 1.1.2.2 release of the VSAP Tally System, supporting core Tally functionality only, and gain Secretary of State (SOS) approval for its use to tally VBM ballots in the November 2018 Gubernatorial General Election.

In June 2018, the RR/CC, with the authorization of the County Board of Supervisors, entered into a Sole Source Agreement for the Development of VSAP Tally 2.0. This new version allowed for the tally of BMD ballots, in addition to the VBM ballots. VSAP Tally 2.0 was implemented during the March 2020 Election. For more information visit: <http://vsap.lavote.net/>

### **C. Project Scope**

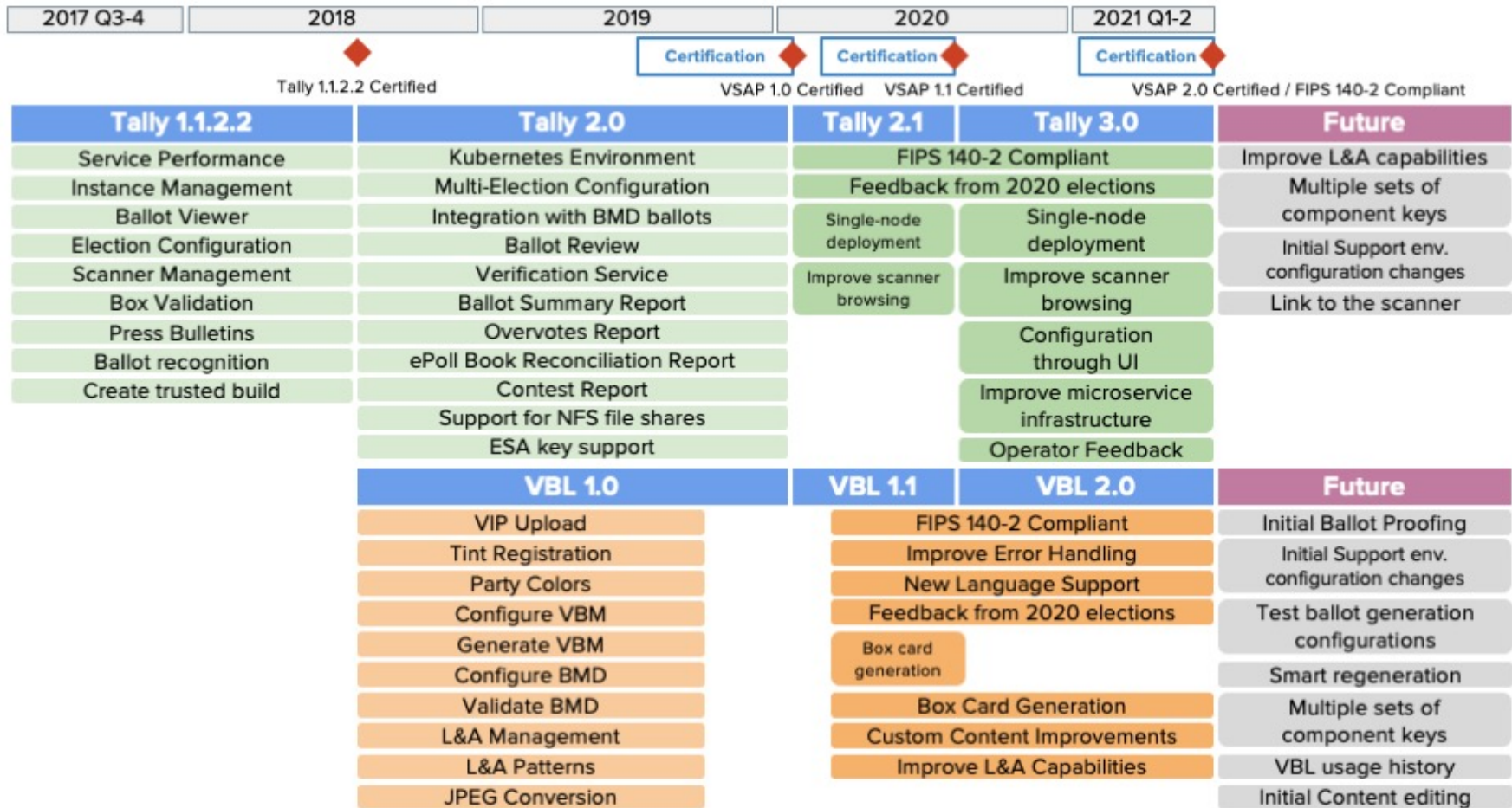
The software development efforts of the Project will follow a co-development strategy to ensure the County's ability to operate and support the Tally System and VBL Application components following implementation, and will be managed using an Agile methodology. The Development Team, which will consist of Contractor software engineers and County software engineers, will be led by a Contractor Project Manager and a Contractor Lead Architect. The work of the Development Team will be governed by a Product Backlog that details and prioritizes the features and functionality of the software to be implemented. The content of the Product Backlog, organized as epics and constituent user stories, will be directed and prioritized by County serving as the Product Owner.

The implementation of the Product Backlog will take place over a series of software version releases. Each release will initially target a specific set of epics and user stories, but as the Project unfolds, the County, as Product Owner, may change the priority of the epics and user stories, thereby affecting the order in which software features and functionality are developed and implemented in the successive version releases. Contractor will demonstrate progress on the implementation of the Product Backlog using status reports for each sprint and software version release notes.

**EXHIBIT A  
STATEMENT OF WORK  
(AMENDMENT 3 - REVISED 5/2020)**

A visualization of the epics that will be prioritized for development is depicted in the figure on the next page.

# Tally/VBL Production Solution Roadmap



## 2.0 PHASES OVERVIEW/PROJECT SCHEDULE

Contractor is being engaged to deliver expert Services in software engineering using Agile methodologies, systems architecture and integration, and systems testing and documentation. In delivering these Services, Contractor shall:

- Apply knowledge of current industry standards and best practices
- Be consistent with the VSAP General Voting System Principles (<http://vsap.lavote.net/principles/>)
- Comply with the requirements set forth in the California Voting System Standards (CVSS) and other California laws and regulations affecting voting systems testing and certification.

The Services and corresponding 19 tasks are organized around five major phases:

### 1. **Production Tally Implementation (Phase 1)**

Tasks 0 – 6 will build upon the work completed in the Tally Prototyping and Initial Release phase (completed under amended ESMA Work Order 2016-010) and will focus on the collaborative development of the production Tally System. Contractor will work with County to co-develop the software. Contractor and County software engineering teams will conduct a series of Agile implementation sprints to develop the Tally System software as defined in the Product Backlog. County, as Product Owner, will prioritize the then-current Product Backlog prior to each sprint, and Contractor will provide a demonstration of its system development progress at the end of each sprint.

### 2. **Tally Program Management (Phase 2)**

Tasks 7 – 9 comprise activities related to supporting oversight and management of the Tally System implementation, including tasks and Deliverables related to technical documentation, system integration with the overall VSAP solution, and future state stewardship of the Tally System as an open source technology solution.

### 3. **Tally Transitional Support & Pre-Election Support (Phase 3)**

Tasks 10 – 11 consist of activities pertaining to issue investigation, minor hotfixes, and transition to full County custodianship of the Tally solution, which take place at the end of system development activities. Tally Transitional Support will consist of reviewing transitional support issues in the Product Backlog, conducting County requested knowledge transfer meetings, and performing County requested hotfixes. The Tally Transitional Support task will conclude with a final status report. Under Pre-Election Support, Contractor, with a reduced team, will investigate issues and preform knowledge transfer to County leading up to County's use of the Tally System in the November 2020 Presidential Election.

### 4. **VSAP Ballot Layout Application (Phase 4)**

Tasks 12 – 17 will focus on the collaborative development of the VSAP Ballot Layout Application (VBL Application). Contractor will work with the County to co-develop the software. Contractor and County engineering teams will conduct a series of Agile implementation sprints to develop the VBL Application as defined in the Product Backlog. County Product Owner will prioritize the backlog prior to each sprint, and Contractor will provide a demonstration of its system development progress at the end of each sprint.



5. **Knowledge Transfer (Phase 5)**

Tasks 18 – 19 will consist of activities required for the onboarding and training of County resources with the goal of the County team taking over support of the system at the end of this contract. One of the key goals of the Project is to have the County team ready and able to operate and support the Tally and VBL components following implementation. Contractor will develop a plan and timeline for knowledge transfer and will work with the resources identified and provided by the County to train them on the systems. The effectiveness of knowledge transfer will depend on the County providing the required dedicated resources to focus on these activities.

Under the direction of County and using County Source Materials (hereinafter defined), Contractor will provide Services and Deliverables according to the project schedule (See below and Standard Contract Exhibit C- Contractor's Proposed Schedule) and task descriptions below.

Services	Resources (Blended Core Team)	Duration	Period	
			Start Date	End Date
Transition from ESMA Work Order Task 0	Approx. 6.0	2 weeks	06/18/2018	06/29/2018
Tally System Implementation Tasks 1 - 6	Approx. 7.0	76 weeks	07/02/2018	12/13/2019
Tally System Implementation Task 6	Approx. 4.0	2 weeks	12/16/2019	12/27/2019
Tally System 3.0 Implementation I Task 6	Approx. 5.0	7 weeks	05/12/2020	06/26/2020
Tally System 3.0 Implementation II Task 6	Approx. 3.0	26 weeks	06/29/2020	12/25/2020
Tally System 3.0 Implementation III Task 6	Approx. 5.0	26 weeks	12/28/2020	06/25/2021
Tally System Program Management Tasks 7 – 9	Approx. 3.0	90 weeks	07/02/2018	03/20/2020
Tally System Program Management II Tasks 7 – 9	Approx. 3.0	66 weeks	03/23/2020	06/25/2021
Tally System Transitional Support Task 10	Not to exceed 200 hours per week	12 weeks	12/30/2019	03/20/2020
Tally System Pre-Election Support Task 11	Not to exceed 80 hours per week	28 weeks	03/23/2020	10/02/2020

Tally System Pre-Election Support II Task 11	Not to exceed 80 hours per week	12 weeks	10/05/2020	12/25/2020
VBL Application Planning Task 12	Approx. 3.0	2 weeks	07/02/2018	07/13/2018
VBL Application Alpha Build Task 13	Approx. 6.0	13 weeks	07/16/2018	10/12/2018
VBL Application Beta Build Task 14	Approx. 6.0	4 weeks	10/15/2018	11/09/2018
VBL Application Beta Build 2 Task 14	Approx. 1.0	6 weeks	11/12/2018	12/21/2018
VBL Application Beta Build 3 Task 14	Approx. 3.0	6 weeks	12/24/2018	02/01/2019
VBL Application Beta Build 4 Task 14	Approx. 4.0	6 weeks	02/04/2019	03/15/2019
VBL Application Beta Build 5 Task 14	Approx. 2.0	4 weeks	03/18/2019	04/12/2019
VBL Application Beta Build 6 Task 14	Approx. 4.0	2 weeks	04/22/2019	05/03/2019
VBL Application 2.0 Build I Task 14	Approx. 6.0	7 weeks	05/12/2020	06/26/2020
VBL Application 2.0 Build II Task 14	Approx. 5.0	52 weeks	06/29/2020	06/25/2021
VBL Application Production Release and Support Task 15	Not to exceed 120 hours per week	6 weeks	11/12/2018	12/21/2018
VBL Application Post Release Support Task 16	Not to exceed 40 hours per week	6 weeks	12/24/2018	02/01/2019
VBL Application Post Release Support II Task 16	Not to exceed 80 hours per week	4 weeks	03/18/2019	04/12/2019
VBL Application Post Release Support III Task 16	Not to exceed 80 hours per week	8 weeks	05/06/2019	06/28/2019

VBL Application Post Release Support IV Task 16	Not to exceed 40 hours per week	36 weeks	07/01/2019	03/06/2020
VBL Application Program Management Task 17	Approx. 1.0	41 weeks	07/02/2018	04/12/2019
Knowledge Transfer Tasks 18 – 19	Approx. 1.0	52 weeks	06/29/2020	06/25/2021

### **3.0 NINETEEN (19) TASKS AND DELIVERABLES**

During the periods outlined above and utilizing the resources specified in the Project Schedule, Contractor will initiate implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically a two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint, subject to the Contractor resources allocated under this Agreement. For this reason, it is possible that not all specified user stories will be implemented. The County, however, will hold final decision on the user stories to be considered for implementation. Contractor Deliverables shall be evidenced by Project documentation written by Contractor and Project Software developed and demonstrated by Contractor and released as progressive versions. Contractor shall submit a Task/Deliverable Acceptance Certificate (SOW Exhibit 1) along with evidence of deliverable completion to County for review and approval prior to submitting an invoice. Contractor shall only submit deliverable invoices after receiving an approved Deliverable Acceptance Form signed by the County.

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#### **Phase 1 – Production Tally Implementation (Tasks 0-6)**

In Phase 1, Contractor shall work with the County team to continue the co-development of the Tally System according to the epics defined in the roadmap produced under the prior ESMA (Work Order No. 2016-010 – Amendment 1) engagement and recorded in the Product Backlog.

#### **Task 0 – Transition from ESMA Work Order**

This task will help ensure the seamless transition of Tally System implementation from the ESMA engagement to the subsequent tasks outlined in this SOW. Contractor shall provide a blended team of resources to augment the support team during the last two weeks of the ESMA engagement to continue the co-development of the Tally System with a full team, maintaining momentum and velocity during the transition period.

In preparation for the transition to the work required in this SOW, Contractor shall develop a Project Control Plan that will describe how the Contractor will monitor progress and ensure the timely completion and quality of Deliverables, including the means by which status is reported (e.g. progress/completion/level of effort of epics and user stories, burn rates and other metrics of team performance) and software development is demonstrated and documented.

#### ➤ **Deliverable 0.1 – Project Control Plan**

### ***Task 1 Deliverable Acceptance Criteria:***

Contractor shall develop a Project Control Plan document as described in Task 0, which shall be reviewed and approved by the VSAP Program Manager.

### **Task 1 – Tally System Version 1.2 Implementation**

Task 1 will complete the implementation of the Tally System Version 1.2, started in the prior ESMA engagement, and consist of activities to iteratively produce, over several minor version releases, continuing enhancements to existing features, as well as new epic features listed below:

- **Electronic Ballot Remake** – This epic involves the analysis and implementation of digital ballot remake and adjudication capabilities. These features will be defined by the degree to which and means by which – both technically and legally – remake and adjudication can be completed digitally without the need to physically remake the ballot.
- **Multiple Scanner Model Support** – This epic involves determining the suitability of one or two previously identified scanners to pursue Tally System support of those scanners, analyzing their imaging characteristics and other integration considerations beyond image quality.
- **User and Configuration Management System** – This epic involves defining the number and kinds of roles required by the Tally System, as well as role and permissions management requirements. This would allow the extension of the existing authentication system based on these requirements. It also includes defining requirements and implementing functionality to make configuration management (both system and election configuration) easier and more intuitive.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
  - Deliverable 1.1 – Tally System Version 1.2.3 and Release Notes
  - Deliverable 1.2 – Tally System Version 1.2.4 and Release Notes
  - Deliverable 1.3 – Tally System (Version 1.2) Sprint Status Reports

### ***Task 1 Deliverable Acceptance Criteria:***

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functionality described in Task 1, which shall be reviewed and approved by the VSAP Program Manager.

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### **Task 2 – Tally System Version 1.3 Implementation**

Task 2 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Voter Intent Analysis** – This epic involves investigating the feasibility of analyzing vote positions in the context of all other vote positions (either on the page, for the ballot style, or for the entire contest) to improve vote interpretation accuracy. This may also include trying to understand if it is feasible to determine voter intent from other poorer quality marks (particularly those outside the voting position). Implementation goals and user stories placed in the Product Backlog will be based on the result of these findings.

- **Batch Manager** – This epic involves providing stronger box/precinct/ballot group/batch level grouping of ballots within the system, as well as support for batch-level auditing.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
  - Deliverable 2.1 – Tally System Version 1.3.1 and Release Notes
  - Deliverable 2.2 – Tally System Version 1.3.2 and Release Notes
  - Deliverable 2.3 – Tally System Version 1.3.3 and Release Notes
  - Deliverable 2.4 – Tally System Version 1.3.4 and Release Notes
  - Deliverable 2.5 – Tally System (Version 1.3) Sprint Status Reports

***Task 2 Deliverable Acceptance Criteria:***

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 2, which shall be reviewed and approved by the VSAP Program Manager.

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**Task 3 – Tally System Version 1.4 Implementation**

Task 3 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Final Production BMD Ballot** – This epic involves activities related to decoding, processing, and adjudicating BMD ballots as produced by the final production BMD.
- **Verifier** – This epic involves the implementation of a verifier step to validate that all BMD ballots are signed by a known BMD key. This action ensures the authenticity of the BMD ballots.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
  - Deliverable 3.1 – Tally System Version 1.4.1 and Release Notes
  - Deliverable 3.2 – Tally System Version 1.4.2 and Release Notes
  - Deliverable 3.3 – Tally System Version 1.4.3 and Release Notes
  - Deliverable 3.4 – Tally System Version 1.4.4 and Release Notes
  - Deliverable 3.5 – Tally System (Version 1.4) Sprint Status Reports

***Task 3 Deliverable Acceptance Criteria:***

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 3, which shall be reviewed and approved by the VSAP Program Manager.

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**Task 4 – Tally System Version 2.0 Implementation**

Task 4 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Deployment Package** – This epic involves the creation of a deployment package that supports user-friendly and automated (to the extent possible) installation of the Tally System, and facilitates its distribution and set up by test labs, certifying authorities, and potentially other jurisdictions. This deployment package may also include the VSAP Ballot Layout Application as an optional installation.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
  - Deliverable 4.1 – Tally System Version 2.0.1 and Release Notes
  - Deliverable 4.2 – Tally System Version 2.0.2 and Release Notes
  - Deliverable 4.3 – Tally System Version 2.0.3 and Release Notes
  - Deliverable 4.4 – Tally System Version 2.0.4 and Release Notes
  - Deliverable 4.5 – Tally System (Version 2.0) Sprint Status Reports

***Task 4 Deliverable Acceptance Criteria:***

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 4, which shall be reviewed and approved by the VSAP Program Manager.

**Task 5 – Tally System Version 2.1 Implementation**

Task 5 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Ballot Level Auditing and Traceability** – This epic involves activities and functionality related to capturing and surfacing logging information to ensure the end-to-end transparency of ballot processing, and to verify that the digital record of the votes cast faithfully represents the intent of the voter as recorded on the physical paper ballot.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
  - Deliverable 5.1 – Tally System Version 2.1.1 and Release Notes
  - Deliverable 5.2 – Tally System Version 2.1.2 and Release Notes
  - Deliverable 5.3 – Tally System Version 2.1.3 and Release Notes
  - Deliverable 5.4 – Tally System Version 2.1.4 and Release Notes
  - Deliverable 5.5 – Tally System (Version 2.1) Sprint Status Reports

***Task 5 Deliverable Acceptance Criteria:***

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 5, which shall be reviewed and approved by the VSAP Program Manager.

**Task 6 – Tally System Version 2.2 Implementation**

Task 6 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Digital Ballot Adjudication** – This epic involves the digital handling of write-in votes, provisional ballots, or other ballots that have been out-stacked and require adjudication.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the Tally System by Contractor as part of its Services hereunder. Such use of all Third-Party Software will have been listed in this SOW, included by Contractor at County’s direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the Tally System, and a link to the associated license name, version, and any right-to-use documentation.

- Deliverable 6.1 – Tally System Version 2.2.1 and Release Notes
- Deliverable 6.2 – Tally System (Version 2.2) Sprint Status Reports
- Deliverable 6.3 – Final List of Tally System Third-Party Software

**Task 6 Deliverable Acceptance Criteria:**

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 6, as prioritized by the County designated Product Owner, which shall be reviewed and approved by the VSAP Program Manager.

**Task 6 – Tally System Version 3.0 Implementation**

Task 6 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Operator Feedback** – This epic involves improving the information available to the scanner operator to notify when the scanner image quality starts to deteriorate, real-time box outstack information and warnings for incomplete boxes.
- **User Interface for Configurations** – This epic involves providing page in Tally Manager that allows for updating configurations, instead of having to update the YAML files.
- **Improve Scanner Browsing** – This epic involves providing a more intuitive approach to users identifying the scanner directories that are required for an election.
- **Support for Full Face Ballot Vote at Poll** – This epic involves adding a full-face ballot type that is recognized by Tally, so that the system can report on full face vote at poll ballots voted during an election separately from both vote-by-mail and ballot marking device ballots.
- **Support for Environment Configuration Changes** – This epic involves allowing for the Tally environment infrastructure to be modified without impacting the existing Tally environment.
- **Improve Logic and Accuracy Capabilities** – This epic involves bolstering the information provided when running a logic and accuracy deck through Tally to further increase the confidence in the system’s accuracy.
- **Support for Multiple Sets of Component Keys** – This epic involves allowing for new sets of security keys to be used in Tally simultaneously.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the Tally System by Contractor as part of its Services hereunder. Such use of all Third-

Party Software will have been listed in this SOW, included by Contractor at County's direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the Tally System, and the associated license name and version.

- Deliverable 6.4 – Tally System Version 3.0.1 and Release Notes
- Deliverable 6.5 – Tally System Version 3.0.2 and Release Notes
- Deliverable 6.6 – Tally System (Versions 3.0.1 – 3.0.2) Sprint Status Reports
- Deliverable 6.7 – Tally System Version 3.0.3 and Release Notes
- Deliverable 6.8 – Tally System Version 3.0.4 and Release Notes
- Deliverable 6.9 – Tally System Version 3.0.5 and Release Notes
- Deliverable 6.10 – Tally System Version 3.0.6 and Release Notes
- Deliverable 6.11 – Tally System (Versions 3.0.3 – 3.0.6) Sprint Status Reports
- Deliverable 6.12 – Tally System Version 3.0.7 and Release Notes
- Deliverable 6.13 – Tally System Version 3.0.8 and Release Notes
- Deliverable 6.14 – Tally System Version 3.0.9 and Release Notes
- Deliverable 6.15 – Tally System Version 3.0.10 and Release Notes
- Deliverable 6.16 – Tally System (Versions 3.0.7 – 3.0.10) Sprint Status Reports
- Deliverable 6.17 – Tally System Version 3.0.11 and Release Notes
- Deliverable 6.18 – Tally System Version 3.0.12 and Release Notes
- Deliverable 6.19 – Tally System Version 3.0.13 and Release Notes
- Deliverable 6.20 – Tally System Version 3.0.14 and Release Notes
- Deliverable 6.21 – Tally System (Versions 3.0.11 – 3.0.14) Sprint Status Reports
- Deliverable 6.22 – Final List of Tally System Third-Party Software II

#### ***Task 6 Deliverable Acceptance Criteria:***

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 6, as prioritized by the County designated Product Owner, which shall be reviewed and approved by the VSAP Program Manager.

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## **Phase II. Tally System Program Management (Tasks 7-9)**

Phase 2 consists of tasks related to the oversight and management of the Tally System implementation, along with tasks and Deliverables related to technical documentation, VSAP system integration stewardship, and future state stewardship. The Program Management implementation cycle runs every twelve weeks, commencing with a planning meeting and concluding with a report of status and activities. Contractor Deliverables for Program Management activities shall be evidenced by documentation, backlog updates, status reports and final reports.

### **Task 7 – Tally System Technical Documentation**

Task 7 will focus on the development of the technical documentation required by the California Secretary of State (SOS) for certification based on the California Voting System Standards (CVSS) adopted October 2014 and the regulatory process for voting system certification. This task continues the work on documentation completed in the prior ESMA engagement, with updates addressing subsequent changes to the Tally System, and the inclusion of the VBL Application where applicable. Contractor, in consultation with County development team, shall write the documents with a focus on the content that pertains to the software engineering and other Services being provided by Contractor



for the implementation of the Tally System and VBL Application, and to provide the information needed by the SOS to test, evaluate and certify them as part of the overall VSAP solution. Based on feedback from the SOS, Contractor shall work with the County team to make necessary updates to pertinent sections of the technical documentation.

Contractor shall also produce technical documentation for the Tally System and VBL Application in the form of user guides and manuals as described by the CVSS, as well as continuing enhancements to the Technical Data Package (TDP) with specific focus on the sections pertaining to software engineering and other Services provided by Contractor. Documentation will be written to a degree of granularity that meets the scope of work define in this Contract and is agreed upon by County and Contractor. The documentation shall be edited and proofed by Contractor to ensure completeness and accuracy, and shall use clear, plain language as much as possible to ensure general readability, but assumes the reader will have a reasonable level of technical competency required to use and maintain the Tally System.

- Deliverable 7.1 - Updated User Guides and Manuals
- Deliverable 7.2 - Updated User Guides and Manuals
- Deliverable 7.3 - Updated User Guides and Manuals
- Deliverable 7.4 - Updated User Guides and Manuals
- Deliverable 7.5 - Updated User Guides and Manuals
- Deliverable 7.6 - Updated User Guides and Manuals
- Deliverable 7.7 - Updated User Guides and Manuals
- Deliverable 7.8 - Final User Guides and Manuals
- Deliverable 7.9 – Updated User Guides and Manuals II
- Deliverable 7.10 – Updated User Guides and Manuals II
- Deliverable 7.11 – Updated User Guides and Manuals II
- Deliverable 7.12 – Updated User Guides and Manuals II
- Deliverable 7.13 – Final User Guides and Manuals II

#### ***Task 7 Deliverable Acceptance Criteria:***

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

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### **Task 8 – VSAP System Integration Stewardship**

Task 8 focuses on assisting with the integration of the Tally System into the overall VSAP solution. A Prime Contractor-led team selected in the VSAP Implementation and Support Services RFP process will be responsible for the development and implementation of the Ballot Marking Device, BMD Manager, and Interactive Sample Ballot components of the VSAP solution, as well as the integration, certification testing, and implementation of the VSAP as an integrated end-to-end voting solution. Contractor shall work with the Prime Contractor-led team as a steward to ensure that the Tally System is integrated into the overall end-to-end VSAP solution and is prepared for testing and certification by the California Secretary of State. Contractor shall serve as a steward during the integration process to share the knowledge gained by Contractor during earlier design and development phases of Tally System. Contractor shall not develop new code or modify existing code during this task, as coding is complete after Tally System Implementation and Transitional Support tasks (Task 1 – 7).

Contractor will track and manage system integration stewardship activities through the use of a backlog of activities, a preliminary draft of which was created in the prior ESMA engagement. Contractor will continue to update and maintain this backlog throughout this task. Contractor shall provide regular status reports on the progress of system integration activities and backlog items.

- Deliverable 8.1 - System Integration Backlog Update and Status Report
- Deliverable 8.2 - System Integration Backlog Update and Status Report
- Deliverable 8.3 - System Integration Backlog Update and Status Report
- Deliverable 8.4 - System Integration Backlog Update and Status Report
- Deliverable 8.5 - System Integration Backlog Update and Status Report
- Deliverable 8.6 - System Integration Backlog Update and Status Report
- Deliverable 8.7 - System Integration Backlog Update and Status Report
- Deliverable 8.8 - System Integration Final Report

**Task 8 Deliverable Acceptance Criteria:**

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

**Task 9 – Tally System Future State Stewardship**

Task 9 focuses on the evolution of the Tally System and VBL Application after the Development Team completes software development activities and the SOS has certified the system. This task includes activities related to planning for the management and distribution of the Tally System as an open technology solution, and summarizing any open bugs as well as potential future enhancements to the system. Contractor shall support the County team by participating in Tally System and VBL Application governance and distribution discussions with stakeholders and interested jurisdictions.

To establish the foundation for the management and distribution of the Tally System as an open technology solution, Contractor will produce a brief analyzing what options may exist for the future management and distribution of the Tally System and VBL Application. The brief will contain findings from interviews and discussions with County project leadership, team members, and advisors, and will reflect Contractor’s expertise and experience in software engineering. The brief may also reference relevant examples of successful open technology projects and best practices regarding open source software development and code management. The brief will cover topics including potential approaches to Tally System and VBL Application management and distribution (e.g., roles and responsibilities, tools and technology), code reciprocity, and configuration and integration for other jurisdictions, in the context of three types of technology sharing arrangements:

1. Direct sharing with a jurisdiction
2. Consortium of jurisdictions
3. Non-profit organization for open source code management

The brief will not constitute recommendations by Contractor as to any specific course of action the County should take.

Contractor will produce a Final Report summarizing the state of the Tally System from a software development perspective. The report will summarize open bugs and discuss potential approaches to fixing the bugs, as well as potential future enhancements to the Tally System.

Contractor shall track and manage future state stewardship activities using a backlog of activities, a preliminary draft of which was created in the prior ESMA engagement. Contractor shall continue to update and maintain this backlog throughout this task. Contractor shall provide regular status reports on the progress of system integration activities and backlog items.

- Deliverable 9.1 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.2 - Future State Stewardship Backlog Update and Status Report

- Deliverable 9.3 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.4 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.5 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.6 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.7 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.8 - Future State Stewardship Final Report
- Deliverable 9.9 – Future State Stewardship Open Technology Brief
- Deliverable 9.10 – Future State Stewardship Backlog Update and Status Report II
- Deliverable 9.11 – Future State Stewardship Backlog Update and Status Report II
- Deliverable 9.12 – Future State Stewardship Backlog Update and Status Report II
- Deliverable 9.13 – Future State Stewardship Backlog Update and Status Report II
- Deliverable 9.14 – Future State Stewardship Backlog Update and Status Report II

***Task 9 Deliverable Acceptance Criteria:***

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

**Phase III. Tally System Post-Implementation Support (Tasks 10-11)**

The purpose of phase 3 is to facilitate the transition of the Tally System from the joint team to the County for post-engagement management and support. The phase consists of a transitional support task comprised of three 4-week cycles followed by a pre-election support task consisting of seven 4-week cycles with a reduced team to support the County team leading up to the 2020 November Presidential General Election.

All work for these tasks shall be performed during normal business hours at Contractor’s office in Tiburon, CA and/or County’s offices in Los Angeles, CA, as approved by the VSAP Program Manager. Each transitional support cycle shall commence with a review of the transitional support backlog (issues to be investigated, knowledge transfer meetings to be scheduled, hotfixes to be addressed) and conclude with a status report.

**Task 10 – Tally System Transitional Support**

In Task 10, Contractor shall provide transitional support activities including issue investigation, knowledge transfer and minor hotfixes, as determined by the County and Contractor. Transitional support periods shall commence with a review of the transitional support backlog containing issues to be investigated, knowledge transfer meetings to be scheduled, hotfixes to be addresses, and conclude with a status report.

- Deliverable 10.1 – Tally Transitional Support Period 1 Backlog Update and Status Report
- Deliverable 10.2 – Tally Transitional Support Period 2 Backlog Update and Status Report
- Deliverable 10.3 – Tally Transitional Support Period 3 Backlog Update and Status Report

***Task 10 Deliverable Acceptance Criteria:***

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

## Task 11 – Tally System Pre-Election Support

In Task 11, Contractor shall provide pre-election support activities to assist the County team as needed from the end of the transitional support period through the Presidential Election in 2020. The pre-election support periods shall commence with a review of the pre-election support backlog and conclude with a status report.

- Deliverable 11.1 – Tally Pre-Election Support Period 1 Backlog Update & Status Report
- Deliverable 11.2 – Tally Pre-Election Support Period 2 Backlog Update & Status Report
- Deliverable 11.3 – Tally Pre-Election Support Period 3 Backlog Update & Status Report
- Deliverable 11.4 – Tally Pre-Election Support Period 4 Backlog Update & Status Report
- Deliverable 11.5 – Tally Pre-Election Support Period 5 Backlog Update & Status Report
- Deliverable 11.6 – Tally Pre-Election Support Period 6 Backlog Update & Status Report
- Deliverable 11.7 – Tally Pre-Election Support Period 7 Backlog Update & Status Report
- Deliverable 11.8 – Tally Pre-Election Support Period 8 Backlog Update & Status Report
- Deliverable 11.9 – Tally Pre-Election Support Period 9 Backlog Update & Status Report

### **Task 11 Deliverable Acceptance Criteria:**

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

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## **Phase IV. VSAP Ballot Layout Module (Tasks 12-17)**

Phase 4 will focus on the collaborative development of the VSAP Ballot Layout (VBL) Application. The VBL Application will define and ingest an output format for an election management system (EMS), will lay out the ballot print formats for VBM and BMD ballots, and generate data files and packages necessary to configure the various VSAP components (the BMD Manager software (BMG), BMD, Interactive Sample Ballot (ISB), and Tally System) for an election, integrate them into a comprehensive end-to-end voting solution, and support integration of election results with an external EMS.

The data files and packages necessary for VSAP integration that shall be generated by the VBL Application include:

- Ballot Definition File (BDF)
- Tally Layout Definition File (TLDF)
- Ballot Layout Definition File (BLDF)
- District Mapping File (DMF)
- Election Audio Package (EAP)
- Auxiliary Ballot Definition File (ABDF)

The phase will begin with a planning task to build the VBL Product Backlog and define and prioritize the functional requirements of the VBL Application. The next three tasks support the software engineering of the VBL Application, which will take place through the successive release of an Alpha build, a Beta build, and finally a Version 1 production release of the software. The production software release will be followed by post-release technical and transitional support periods, including knowledge transfer. The entire phase will be accompanied by an ongoing Program Management task to support requirements analysis, technical documentation, and systems integration activities.

## Task 12 – Planning

Contractor will prepare for and participate in planning activities in Tiburon, CA and Los Angeles, CA, to discuss, update and prioritize the VBL Product Backlog (prioritized list of epics, user stories or activities) for the Project using subject matter expertise and documentation provided by County. Additionally, Contractor will work with County to refine a simple visual design of the wireframes provided by the County.

Activities shall include the following:

- Conduct initial planning meeting.
  - Work with County to establish necessary development environment.
  - Outline, build, and plan Agile ceremonies (e.g. demos, status reports, sprint planning, sprint retrospectives).
  - Discuss software architecture with County as it relates to Project scope.
  - Prioritize and sequence the preliminary VBL Product Backlog.
  - Work with County to refine a simple visual design for the County-supplied wireframes.
  - Design up to three (3) pages with two (2) review sessions and review period not to exceed three (3) days driven by County-provided preliminary workflow and mockup /wireframe.
- Deliverable 12.1 – Preliminary VBL Product Backlog
  - Deliverable 12.2 – Refined wireframes with simple visual design

***Task 12 Deliverable Acceptance Criteria:***

Contractor shall carry out the activities described in this task, which shall be reviewed and approved by the VSAP Program Manager.

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**Task 13 – VBL Alpha Build**

Task 13 will focus on the collaborative development of the Alpha build of the VBL Application. During the period and utilizing the resources specified in the Project Schedule, Contractor will initiate implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically a two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint, subject to the Contractor resources allocated under this Agreement. For this reason, it is possible not all specified user stories will be implemented. The County, however, will hold final decision on the user stories to be considered for implementation.

- Deliverable 13.1 – VBL Version 0.1 (Alpha) and Release Notes
- Deliverable 13.2 – VBL Version 0.2 (Alpha) and Release Notes
- Deliverable 13.3 – VBL Version 0.3 (Alpha) and Release Notes
- Deliverable 13.4 – VBL (Alpha) Sprint Status Reports

***Task 13 Deliverable Acceptance Criteria:***

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional VBL Application able to perform all functionality described in Task 13, which shall be reviewed and approved by the VSAP Program Manager.

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**Task 14 – VBL Beta Build**

Task 14 is focused on refining and enhancing the Alpha version of the VBL Application based on testing and validation, and creating the Beta build. During the period and utilizing the resources specified in the Project Schedule, Contractor will continue implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint. For this reason, it is possible not all specified user stories will be implemented.

- Deliverable 14.1 – VBL Version 0.4 (Beta) and Release Notes
- Deliverable 14.2 – VBL Version 0.5 (Beta) and Release Notes
- Deliverable 14.3 – VBL Version 0.6 (Beta) and Release Notes
- Deliverable 14.4 – VBL Version 0.7 (Beta) and Release Notes
- Deliverable 14.5 – VBL Version 0.8 (Beta) and Release Notes
- Deliverable 14.6 – VBL Version 0.9 (Beta) and Release Notes
- Deliverable 14.7 – VBL Version 1.0 (Beta) and Release Notes
- Deliverable 14.8 – VBL (Beta) Sprint Status Reports

#### ***Task 14 Deliverable Acceptance Criteria:***

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional VBL Application able to perform all functionality described in Task 14, as prioritized by the County designated Product Owner, which shall be reviewed and approved by the VSAP Program Manager.

#### **Task 14 – VBL 2.0 Build**

Task 14 will focus on the continuing collaborative development of the VBL Application. During the period, and utilizing the resources specified in the Project Schedule, Contractor will initiate implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically a two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint. For this reason, it is possible not all specified user stories will be implemented.

Task 14 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Box Card Generation** – This epic involves the generation of box cards through VBL.
- **Support for Full Face Ballot Vote at Poll** – This epic involves adding a full-face ballot type to ballots generated by VBL, so that there is the option to provide the full-face ballot during election day.
- **VIP Export** – This epic involves the ability to export a VIP from VBL with any updates or changes, so that the new file can be upload back into ECBMS and maintain a single source of truth.
- **Contest Edits** – This epic involves the ability to make contest edits directly into VBL without needing to update the VIP.
- **Ballot Proofing** – This epic involves creating a workflow in VBL that allows for proofing ballots directly in VBL.
- **Ballot Viewer** – This epic involves providing a tool in VBL that allows for the PDFS generated to be viewed digitally without needing to download the files.
- **Support for Environment Configuration Changes** – This epic involves allowing for the Tally environment infrastructure to be modified without impacting the existing Tally environment.

- **Improve Logic and Accuracy Capabilities** – This epic involves bolstering the information provided when running a logic and accuracy deck through Tally to further increase the confidence in the system’s accuracy.
- **Support for Multiple Sets of Component Keys** – This epic involves allowing for new sets of security keys to be used in VBL simultaneously.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the Tally System by Contractor as part of its Services hereunder. Such use of all Third-Party Software will have been listed in this SOW, included by Contractor at County’s direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the Tally System, and the associated license name and version.

- Deliverable 14.9 – VBL System Version 2.0.1 and Release Notes
- Deliverable 14.10 – VBL System Version 2.0.2 and Release Notes
- Deliverable 14.11 – VBL System (Versions 2.0.1 – 2.0.2) Sprint Status Reports
- Deliverable 14.12 – VBL System Version 2.0.3 and Release Notes
- Deliverable 14.13– VBL System Version 2.0.4 and Release Notes
- Deliverable 14.14 – VBL System Version 2.0.5 and Release Notes
- Deliverable 14.15 – VBL System Version 2.0.6 and Release Notes
- Deliverable 14.16 – VBL System (Versions 2.0.3 – 2.0.6) Sprint Status Reports
- Deliverable 14.17 – VBL System Version 2.0.7 and Release Notes
- Deliverable 14.18 – VBL System Version 2.0.8 and Release Notes
- Deliverable 14.19 – VBL System Version 2.0.9 and Release Notes
- Deliverable 14.20 – VBL System Version 2.0.10 and Release Notes
- Deliverable 14.21 – VBL System (Versions 2.0.7 – 2.0.10) Sprint Status Reports
- Deliverable 14.22 – VBL System Version 2.0.11 and Release Notes
- Deliverable 14.23 – VBL System Version 2.0.12 and Release Notes
- Deliverable 14.24 – VBL System Version 2.0.13 and Release Notes
- Deliverable 14.25 – VBL System Version 2.0.14 and Release Notes
- Deliverable 14.26 – VBL System (Versions 2.0.11 – 2.0.14) Sprint Status Reports
- Deliverable 14.27 – Final List of VBL System Third-Party Software

**Task 14 Deliverable Acceptance Criteria:**

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional VBL System able to perform functions described in Task 14, as prioritized by the County designated Product Owner, which shall be reviewed and approved by the VSAP Program Manager.

**Task 15 – VBL Application Production Release and Technical Support**

During Task 15, Contractor shall build a production release and installation package of a functional VBL Application that lays out the ballot print formats for the VBM and BMD ballots and generates the data files and packages necessary to configure and integrate the VSAP solution.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the VBL Application by Contractor as part of its Services hereunder. Such use of all Third-Party Software will have been listed in this SOW, included by Contractor at County’s direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the VBL Application, and the associated license name and version.

Contractor shall provide County with technical support to facilitate the release and rollout of the functional VBL Application from the joint team to the County for post engagement management. Technical support activities will consist of issue investigation and minor hotfixes. All work for this task shall be performed during normal business hours at Contractor's office in Tiburon, CA and/or County's offices in Los Angeles, CA, as approved by the VSAP Program Manager. Technical support periods will commence with a review of the technical support backlog containing issues to be investigated, hotfixes to be addresses, and conclude with a status report.

- Deliverable 15.1 – VBL Application Version 1.0 (Production Release) and Release Notes
- Deliverable 15.2 – VBL Application Release Support Period 1 Backlog Update a Status Report
- Deliverable 15.3 – VBL Application Release Support Period 2 Backlog Update and Status Report
- Deliverable 15.4 – Final List of VBL Application Third-Party Software and Materials

***Task 15 Deliverable Acceptance Criteria:***

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

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**Task 16 – VBL Application Post Release Support**

In Task 16, Contractor shall provide VBL Application Post Release Support to facilitate knowledge transfer in support of the transition of the VBL Application from the joint team to the County for post engagement management. This phase will focus primarily on knowledge transfer to support the VBL Application post release, along with review of any remaining issues. If County requests additional support after completion of this task, the requested additional support will be negotiated and added to the ongoing Tally System Backlog and prioritized.

All work for this task shall be performed during normal business hours at Contractor's office in Tiburon, CA and/or County's offices in Los Angeles, CA, as approved by the VSAP Program Manager. Transitional support periods will commence with a review of the transitional support backlog containing issues to be investigated, knowledge transfer meetings to be scheduled, hotfixes to be addressed, and conclude with a status report.

- Deliverable 16.1 – VBL Application Post Release Support Period 1 Backlog Update and Status Report
- Deliverable 16.2 – VBL Application Post Release Support Period 2 Backlog Update and Status Report
- Deliverable 16.3 – VBL Application Post Release Support Period 3 Backlog Update and Status Report
- Deliverable 16.4 – VBL Application Post Release Support Period 4 Backlog Update and Status Report
- Deliverable 16.5 – VBL Application Post Release Support Period 5 Backlog Update and Status Report
- Deliverable 16.6 – VBL Application Post Release Support Period 6 Backlog Update and Status Report
- Deliverable 16.7 – VBL Application Post Release Support Period 7 Backlog Update and Status Report

***Task 16 Deliverable Acceptance Criteria:***



Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

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### **Task 17 – VBL Application Program Management**

Task 17 is composed of activities and Deliverables necessary to support the VBL Application software engineering program and integration into the overall VSAP solution.

Activities shall include the following:

- Requirements analysis and synthesis
- Non-technical integration support (knowledge transfer, but no software development by Contractor)
- Documentation (user guides and manuals, and content for the Technical Data Package, as defined in Task 7 of this SOW)

Deliverable 17.1 – VBL Application Program Management Backlog Creation

Deliverable 17.2 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.3 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.4 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.5 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.6 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.7 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.8 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.9 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.10 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.11 – VBL Application Program Management Final Report

#### ***Task 17 Deliverable Acceptance Criteria:***

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

### **Phase V. VSAP Knowledge Transfer (Tasks 18 – 19)**

Phase 5 will focus on the knowledge transfer of the VSAP Ballot Layout Application (VBL Application) and Tally. Contractor will work with the County to onboard County resources onto both the VBL and Tally components. County resources will work with Contractor to learn the VBL and Tally systems and support the development and operation of both systems.

Knowledge transfer activities include, but are not limited to:

- System overview
- Code walkthroughs
- Guidance and support during development
- Code reviews
- Design reviews
- Pair programming
- Inclusion in agile ceremonies
- Assignment of development stories, tasks, and bugs

The phase will begin with an onboarding activity for County resources added to the VBL and Tally systems. The focus during the onboarding will be based on the list of Tally and VBL workstreams, which will be prioritized by each system's production owner. Contractor will provide status reports on the status of knowledge transfer progress. The effectiveness of knowledge transfer will depend on the County providing the required dedicated resources to focus on these activities.

### **Task 18 – VBL Knowledge Transfer**

Task 18 consists of knowledge transfer activities for County resources added to the VBL development team. Knowledge transfer workstreams include:

- Language processing
- PDF Layout
- VBL Frontend
- General VBL Backend
- System Deployment

At the conclusion of the task, Contractor shall provide County with a final list of knowledge transfer status reports.

- Deliverable 18.1 – VBL Knowledge Transfer Status Report
- Deliverable 18.2 – VBL Knowledge Transfer Status Report
- Deliverable 18.3 – VBL Knowledge Transfer Status Report
- Deliverable 18.4 – Final VBL Knowledge Transfer Status Report

#### ***Task 18 Deliverable Acceptance Criteria:***

Contractor, in collaboration with the County development team, shall provide Knowledge Transfer Status Reports, which shall be reviewed and approved by the VSAP Program Manager.

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### **Task 19 – Tally Knowledge Transfer**

Task 19 consists of knowledge transfer activities for County resources added to the Tally development team. Knowledge transfer workstreams include:

- Marksense
- Tally Manager
- Tally Frontend
- General Tally Backend
- System Deployment

At the conclusion of the task, Contractor shall provide County with a final list of knowledge transfer status reports.

- Deliverable 19.1 – Tally Knowledge Transfer Status Report
- Deliverable 19.2 – Tally Knowledge Transfer Status Report
- Deliverable 19.3 – Tally Knowledge Transfer Status Report
- Deliverable 19.4 – Final Tally Knowledge Transfer Status Report

#### ***Task 19 Deliverable Acceptance Criteria:***

Contractor, in collaboration with the County development team, shall provide Knowledge Transfer Status Reports, which shall be reviewed and approved by the VSAP Program Manager.

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## 4.0 DEFINITIONS

The following definitions are for special terms that are used in the SOW.

1. **Agile methodology:** A proven methodology for ensuring that the County, as the product owner, iteratively builds a solution that meets its requirements while adapting quickly to changes in priorities and technical understandings.
2. **VSAP Ballot Layout Application:** This application will take ballot content from the Election Management System (EMS) in a standard data-interchange format and lay it out in the Vote by Mail (VBM) and Ballot Marking Device (BMD) ballot print formats, and generate the data files necessary to support processing of those ballots and the integration of the VSAP solution components, as required by VSAP specifications.
3. **County Source Materials:** This term as used herein shall mean the items listed in this SOW to be delivered by County to Contractor, used by Contractor at County's direction, or otherwise delivered by County to Contractor, including County provided materials, value-added content, specifications and instructions, data, and Third-Party Materials (as hereinafter defined). County shall be solely responsible to obtain all necessary licensing rights for County Source Materials.

County shall provide and Contractor may include in a Deliverable or utilize in the performance of its Services the following County Source Material:

- All requirements (functional, nonfunctional, technical, creative, legal, regulatory, etc.), sample/production content, project dependent systems/services (APIs) with documentation, and project related environments (including, but not limited to project specific hardware such as scanners, servers, printers, etc.).
  - Access to project-related County and third-party materials, including, but not limited to:
    - Project related vision, strategy and objectives documentation.
    - Project related hardware, software, services, APIs, graphical elements, and related documentation.
  - All licensing and legal rights for the parties to use project-related County and third-party materials in the environments.
  - Timely feedback throughout the engagement.
4. **Deliverables:** This term as used herein shall mean the deliverables produced by Contractor as a result of the Services it provides to County under this SOW. Deliverables shall be limited to Value Added Content and Project Software produced by Contractor. Deliverables shall not include any County Source Materials (including, but not limited to Third-Party Materials), or Contractor proprietary software.
  5. **Product Backlog:** This term as used herein shall mean a list of County prioritized Project activities and user stories. For the purposes of this SOW, the Product Backlog will be maintained in a JIRA instance, or in another format mutually agreed to by the County and the Contractor.
  6. **Project:** This term as used herein shall mean an engagement described in an SOW in which Contractor provides certain Services and produces certain Deliverables for the County.
  7. **Project Software:** This term as used herein shall mean the software developed by Contractor specifically hereunder that is included in the Project. Project Software shall not include any County

Source Materials (including, but not limited to Third-Party Materials (as hereinafter defined)), Contractor proprietary software, or Value-Added Content.

8. **Services:** This term as used herein shall mean the services provided by Contractor under this SOW to create the Value-Added Content and the Project Software.
9. **Tally System:** A system of hardware and software that reads and captures the vote selections on ballots, applies required business rules and adjudications, tabulates the totals of votes, ballots cast and other metrics, and publishes the results the election. The Tally System also supports transparent auditing processes to ensure the accuracy and integrity of the election tally results.
10. **Third Party Software:** This term as used herein shall mean any third party software included in a Project or used by Contractor to develop the Project Software or Value-Added Content. County shall be solely responsible to obtain all necessary licensing rights for Third-Party Software.

#### *Inclusion of Third-Party Software*

In addition to the Third Party Materials provided by the County, the following Third Party Software may be included in a Deliverable or utilized as part of the Services provided under this SOW. Contractor may update this list of Third Party Software throughout the engagement with prior written approval from County:

Go Language, Sarama, Sarama-Cluster, gocql, go.uuid, Testify, Objx, Bootstrap, 960 Grid System, ZBar, DCOS, Zookeeper, Kafka, Cassandra, Linux, Docker Compose, jwt-go, paramiko, scp.py, packr, gocv, OpenCV, bootstrap tables, Go Data Structures, Typeahead.js, spacemonkeygo/openssl, OpenSSL, MySQL, go-charts, go-sql-driver/mysql, sass, node, npm, npm - skin-deep, npm - react-test-renderer, node-sass, chokidar, glob, command-line-args, Go client for Kubernetes, Kubernetes, Freetype, Plot.ly, martinlindhe/base36, Go force export, Go Exception, golang x tiff, errors, babel, babel-eslint, babel-loader, babel-plugin-istanbul, babel-jest, babel-plugin-require-context-hook, babel-preset-env, babel-preset-react, mocha, mocha-jsdom, mocha-loader, mocha-webpack, mock-local-storage, jest, chai, chai-enzyme, dirty-chai, sinon, sinon-chai, identity-obj-proxy, eslint, eslint-config-node, eslint-config-promise, eslint-config-standard, eslint-config-standard-react, eslint-loader, eslint-plugin-flowtype, eslint-plugin-import, eslint-plugin-jsx-a11y, eslint-plugin-node, eslint-plugin-react, eslint-plugin-prettier, eslint-plugin-standard, eslint-config-standard-jsx, @babel/traverse, @babel/types, eslint-plugin-react-hooks, eslint-plugin-promise, deep-freeze, deepcopy, bluebird, date-format, dateformat, underscore, prop-types, react, react-dev-utils, react-dom, react-intl, react-redux, react-router-dom, redux, redux-logger, redux-thunk, react-virtualized, react-error-overlay, react-bootstrap-typeahead, react-cookie, react-virtualized-select, react-table, redux-mock-store, webpack, webpack-dev-server, case-sensitive-paths-webpack-plugin, html-webpack-plugin, webpack-node-externals, nodemon, nyc, sass-loader, style-loader, css-loader, node-sass, postcss-flexbugs-fixes, postcss-loader, autoprefixer, resolve-url-loader, url-loader, file-loader, whatwg-fetch, Calico, HAProxy, kubernetes api, kubernetes apimachinery, kubernetes client-go, base36, goarabic, gopdf, rabbitmq, erlang, streetwork, aurora, perl-Filter, ncurses-base, perl-File-Path, perl-Getopt-Long, libini\_config, basesystem, autogen, libopts, biosdevname, lm\_sensors-libs, ncurses-libs, libsemanage-python, passwd, libattr, polycoreutils-python, pcre, quota, p11-kit, kubernetes-cni, libtasn1, bind-utils, nfs-utils, sysstat, readline, samba, grub2-common, libcap-ng, mdadm, glibc-common, cpio, nano, nss-util, lua, cryptsetup, audit-libs, cracklib, libsemanage, nss-softokn, cracklib-dicts, efivar-libs, freetype, libassuan, libselinux-utils, openssl-libs, libmount, sysvinit-tools, python-urlgrabber, lz4, setup, mokutil, nss, pyliblzma, rpm-libs, python-schedutils, rpm-build-libs, pyxattr, binutils, gettext-libs, json-c, procps-ng, kmod, systemd-libs, elfutils-default-yama-scope, device-mapper-event-libs, selinux-policy, lvm2-libs, systemd-sysv, pinentry, libstdc++, dracut-network, firewalld, libseccomp, sg3\_utils, device-mapper-persistent-data, tuned, libutempter, grub2-efi-x64, libdrm, sudo, gobject-introspection, man-db, dosfstools, vim-file-system, kubectrl, openssh, libtalloc, libcgrou, libtirpc, fxload, libcollection, samba-client-libs, pyallock, plymouth, libnetfilter\_cthelper, libpipeline, perl-HTTP-Tiny, perl-Text-ParseWords, pygpgme, perl-macros, perl-constant, perl-Time-HiRes, perl-Exporter, perl-threads-shared, perl-PathTools, perl-Pod-Simple, openssh-clients, perl-File-Temp, lshw, ncurses, libpath\_utils, filesystem, gssproxy, kernel, oniguruma, aic94xx-firmware, checkpolicy, chrony, setools-libs, socat, info, fuse-libs, libevent, libacl, audit-libs-python, btrfs-progs, libffi,

container-selinux, libsysfs, tcp\_wrappers, grep, mailx, keyutils-libs, contrack-tools, libverto, kubelet, p11-kit-trust, bind-libs, ntp, smartmontools, rootfiles, xz-libs, docker-ce, docker - nginx, fuse-exfat, libdb, samba-client, vim-enhanced, libgcc, libgpg-error, cifs-utils, grub2-pc-modules, exfat-utils, nss-softokn-freebl, gzip, rcs, glibc, libn13, atop, nspr, sqlite, haproxy, libsepol, lsof, zlib, diffutils, net-tools, libcom\_err, elfutils-libelf, shared-mime-info, file-libs, findutils, iptables, pam, ethtool, libss, libpng, libn13-cli, GeoIP, cyrus-sasl-lib, vim-minimal, groff-base, tar, libunistring, coreutils, libedit, krb5-libs, libnfnlink, centos-release, lzo, glib2, slang, python, python-firewall, jansson, python-perf, shadow-utils, python-decorator, libssh2, pciutils-libs, logrotate, nss-sysinit, python-slip, nss-tools, curl, yum-metadata-parser, rpm, gnupg2, python-configobj, rpm-python, libnetfilter\_contrack, yum, linux-firmware, gettext, ipset, kernel-tools-libs, util-linux, pkgconfig, kpartx, python-gobject-base, dracut, device-mapper-libs, elfutils-libs, dbus-libs, centos-logos, dbus, fipscheck-lib, grub2-tools-minimal, initscripts, grub2-tools-extra, policycoreutils, python-pycurl, dhcp-common, acl, mozjs17, libndp, libdaemon, libaio, ustr, polkit-pkla-compat, quota-nls, os-prober, python-lPy, libreport-filestystem, iotop, glibc, libevent, libpciaccess, libldb, libbasicobjects, avahi-libs, rpcbind, libxslt, ebttables, openscap, dbus-glib, libwbclient, python-slip-dbus, samba-common-libs, python-pyudev, libverto-tevent, plymouth-scripts, samba-libs, libestr, libnetfilter\_cttimeout, numactl-libs, gpm-libs, perl-parent, pth, perl-podlators, perl-Pod-Escapes, gpgme, perl-Encode, perl-libs, perl-socket, perl-threads, irqbalance, device-mapper-event, polkit, cronie, libfastjson, sg3\_utils-libs, bind-license, dhclient, kbd-legacy, firewalld-filestystem, kbd, mariadb-libs, teamd, audit, lvm2, selinux-policy-targeted, kernel, microcode\_ctl, NetworkManager-libnm, kernel-tools, shim-x64, libcroco, e2fsprogs, openssl, efibootmgr, libgomp, dmidecode, perl-Carp, perl-Time-Local, perl-Scalar-List-Utils, openssh-server, chkconfig, perl, authconfig, docker-ce-cli, libarchive, parted, popt, libnfsidmap, gawk, libpcap, libcap, containerd.io, sed, libnetfilter\_queue, gmp, ntpdate, kubeadm, iftop, bzip2-libs, jq, gpg-pubkey, libxml2, openscap-scanner, tzdata, libgcrypt, rsync, bash, expat, screen, libselinux, which, zip, libuuid, file, libmnl, iproute, libpwquality, e2fsprogs-libs, kmod-libs, xz, ca-certificates, libidn, libblkid, tcp\_wrappers-libs, python-libs, newt, python-linux-procfs, gdbm, grubby, hostname, nss-pem, libcurl, newt-python, openldap, python-iniparse, yum-plugin-fastestmirror, ipset-libs, less, libsmartcols, device-mapper, libdb-utils, cryptsetup-libs, systemd, fipscheck, grub2-tools, dhcp-libs, libuser, grub2-pc, cronie-anacron, make, libteam, snappy, bind-libs-lite, hardlink, kbd-misc, kexec-tools, qrencode-libs, rsyslog, grub2, hwdata, dracut-config-rescue, libselinux-python, xfsprogs, iputils, iprutils, samba-common, crontabs, cri-tools, nss-softokn-freebl, libtdb, keyutils, libref\_array, cups-libs, dbus-python, libsmclient, plymouth-core-libs, samba-common-tools, lsscsi, vim-common, virt-what, perl-Pod-Perldoc, perl-Pod-Usage, perl-Storable, Gorilla Mux, go-qr-code, golang-collections, gographics-imagick, gographics-imagick, go-thaiwordcut, enzyme-adapter-react-16, enzyme, mochapack, @babel/plugin-proposal-class-properties, @babel/plugin-proposal-object-rest-spread, webpack-cli, ignore-styles, terser-webpack-plugin, extract-text-webpack-plugin, react-cookie, [golang.org/x/text](http://golang.org/x/text), [golang.org/x/tools](http://golang.org/x/tools), [golang.org/x/crypto](http://golang.org/x/crypto), [k8s.io/apimachinery](http://k8s.io/apimachinery), [k8s.io/api](http://k8s.io/api), [k8s.io/client-go](http://k8s.io/client-go)

- 11. Third Party Materials:** This term as used herein shall mean any third party hardware, software, data, services or value-added content included in a Project. County shall be solely responsible to obtain all necessary licensing rights for Third-Party Materials.

#### *Responsibility for Third Party Materials*

The parties acknowledge that certain Third Party Materials (including, but not limited to Third Party Software) may be required for a Project. In such event, County shall at its expense obtain appropriate licenses for such County approved Third Party Materials (including Third Party Materials provided to Contractor by County or used by Contractor at County's direction).

- 12. Value-Added Content:** This term as used herein shall mean any value-added content developed by Contractor for the Project at the request of County, including (but not limited to) Project documentation.

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## 5.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, SOW Exhibit 3, listing required Services that will be monitored by the County during the term of this Contract is an important

monitoring tool for the County. The chart should:

- reference section of the contract
- list required Services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of Services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between Services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any Service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent Service will be null and void and place no requirement on Contractor.

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## 6.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

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## 7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

- **Monthly Meetings**

Contractor is required to attend and actively participate in a scheduled monthly meeting.

- **Contract Deficiency Report (SOW Exhibit 2)**

Written notification of a Contract Deficiency will be made to the Contract Program Manager as soon as possible whenever a Contract Deficiency is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contracts Manager will determine whether a formal Contract Deficiency Report (SOW Exhibit 2) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contracts Manager within three (3) workdays, acknowledging the reported Deficiencies or presenting contrary evidence.

A plan for correction of all deficiencies identified in the Contract Deficiency Report shall be submitted to the County Project Management and County Contracts Manager within three (3) workdays of receipt. Contractor shall resolve Deficiency within five (5) business days after plan of correction is submitted or a time period mutually agreed upon by County and Contractor.

- **County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

Capitalized terms in this SOW have the meanings set forth below or defined elsewhere in the Contract.

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## **8.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities include, but are not limited to, the following:

### **A. COUNTY**

#### **General**

- Instructions and direction
- County Source Materials (including, but not limited to Third Party Materials)
- Compensation for Contractor Services
- Co-development of the Tally System and the VBL Application components of the VSAP

#### **Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- Monitoring the Contractor's performance in the daily operation of this Contract.
- Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### **Furnished Items**

- At the discretion of County

### **B. CONTRACTOR**

#### **Assumptions**

Contractor is providing its Services under this SOW with the following assumptions including, but are not limited to:

- The scope of work is limited to the Contractor resources as delineated in this SOW

- and source materials provided by the County.
- Knowledge transfer specified in this Contract will be subject to the availability of County resources.
  - Contractor Deliverables are limited to Project documentation and Project Software written by Contractor, and all activities necessary to complete them.
  - Tally System implementation cannot be finalized until the Contractor team has access to production BMD ballots and machines.
  - Production BMD ballots and machines cannot be finalized until a functional VBL Application is released and provides the data files and packages required by the BMD and BMG components of the VSAP solution.
  - Contractor is not responsible for Prime and other Contractor responsibilities including, but not limited to, the development and implementation of the Ballot Marking Device, BMD Manager, and Interactive Sample Ballot components of the VSAP solution, as well as the integration, certification testing, and implementation of the VSAP as an integrated end-to-end voting solution.

### **Project Manager**

- Contractor shall provide a full-time Project Manager and designated alternate. County must have access to the Project Manager for the duration of the contract.
- Project Manager shall act as a central point of contact with the County.
- Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

### **Personnel**

- Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- Contractor shall be required to background check its employees as set forth in subparagraph 7.5 – Background and Security Investigations, of the Contract.

### **Identification Badges**

- Contractor shall ensure its employees are appropriately Identified. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on such staff member's person. Contractor is responsible to retrieve and immediately destroy the staff's County specified photo identification badge at the time such person ceases performing Work under this Contract. If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County specified photo identification badge at the time of removal from performing Work under this Contract.

### **Access to RR/CC County Facilities**

- Contractor, its employees, and agents will be granted access to RR/CC County facilities, subject to Contractor's prior notification to County Project Director for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be during normal business hours, excluding County observed holidays. Access to County facilities outside of normal business hours must be approved in



writing in advance by County Project Director. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived by County Project Director.

### **RR/CC County Facility Office Space**

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of County Project Director, at RR/CC County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Contract. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

### **Materials and Equipment**

Except as otherwise specified in the Contract or elsewhere in this SOW, the purchase of all materials/equipment to provide the needed Services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

### **Training**

- Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

### **Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during normal business hours, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service during the same business day receipt of the call.**

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## **9.0 UNSCHEDULED WORK**

The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

## **10.0 GREEN INITIATIVES**

- Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

**TASK/DELIVERABLE ACCEPTANCE CERTIFICATE**

(Contractor Name and Address)	<b>TRANSMITTAL DATE</b>
	<b>CONTRACT NUMBER</b>
	TITLE

<b>FROM:</b> _____ <b>Contractor's Project Director</b> (Signature Required)	<b>TO:</b> <b>County Project Director,</b> _____
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Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.

<b>TASK DESCRIPTION</b> (including Task and Subtask numbers as set forth in the Statement of Work)	<b>DELIVERABLES</b> (including Deliverable numbers and brief description as set forth in the Statement of Work)
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**Comments:**

Attached hereto is a copy of all supporting documentation required pursuant to the Contract, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.

**County Acceptance:**

NAME _____	SIGNATURE _____	DATE _____
County's Project Manager		
NAME _____	SIGNATURE _____	DATE _____
County's IT Project Manager		
NAME _____	SIGNATURE _____	DATE _____
County's Project Director		

CONTRACT DEFICIENCY REPORT

TO:

FROM:

DATES: Prepared: \_\_\_\_\_
Returned by Contractor: \_\_\_\_\_
Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_

Signature of County Program Manager Date

Signature of County IT Program Manager Date

Signature of County Program Director Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

Signature of County Representative Date

COUNTY ACTIONS: \_\_\_\_\_

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

Contractor Representative's Signature and Date

**(Intentionally Omitted)**



**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

This PRS Chart relates to the Tally System and Ballot Layout Application Contract and its exhibits. Specific performance requirements and corresponding monitoring methods take into consideration the truncated project timeline coupled with the Agile methodology contained in the process. Capitalized terms used in this PRS Chart without definition have the meanings given to such terms in the Contract. The remedies set forth in this PRS Chart shall not, in any manner, restrict or limit the County’s right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the County’s right to terminate this Contract as described in the body of the Contract.

<b>PERFORMANCE REQUIREMENT</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTION ASSESSED</b>
CONTRACT: Paragraph 7.0 (Administration of Contract- Contractor) Paragraph 7.2 (Contractor’s Project Manager)	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and Observation.	
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.24 (Failure to Maintain Insurance)	Contractor shall maintain or provide acceptable evidence that it maintains the Required Insurance or it shall constitute a material breach of the Contract.	Inspection and Observation.	
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.26 (Liquidated Damages)	Contractor shall correct Deficiencies identified by Department Head or designee within specified time frames.	Contract Deficiency Report Form	\$1,000 per day.
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)	Contractor to maintain all required documents as specified in Paragraph 8.38.	File Inspection.	

<b>PERFORMANCE REQUIREMENT</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTION ASSESSED</b>
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.40 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation.	
Statement of Work: Section 6.0 (Quality Assurance Plan)	Contractor shall submit a Quality Assurance Plan and, if requested in writing by County, on not less than an annual basis following Contract award.	Report Submission.	
Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan) Sub-section 6.1	Contractor's representative shall attend all scheduled monthly meetings.	Attendance and Observation.	
Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan) Sub-Section 6.2	Contractor shall acknowledge reported discrepancies or present contrary evidence to County Project Monitor within three workdays upon receipt of a formal Contract Discrepancy Report.	Inspection and Discrepancy Report.	
Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan), Sub-section 6.2	Contractor shall submit a plan for correction of all deficiencies identified in Contract Discrepancy Report to County Project Monitor within three work days.	Inspection/Discrepancy Report.	\$100 per occurrence.
Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan), Sub-section 6.2	Contractor shall resolve discrepancy within five (5) business days after notification or a time period mutually agreed upon by County and Contractor.	Inspection/Discrepancy Report.	\$100 per occurrence.
Statement of Work: Exhibit A Section 7.0 (Responsibilities), Sub-section 7.2.1	Contractor's Project Manager and alternate shall be available and accessible to RR/CC via telephone or e-mail during regular business hours.	Observation.	\$50 per day.
Statement of Work: Exhibit A Section 7.0 (Responsibilities), Sub-section 7.2.1	Contractor shall provide a designated alternate to act as Project Manager in the event Project Manager is not available by phone or e-mail during regular business hours.	Inspection/Observation.	\$50 per day.

<b>PERFORMANCE REQUIREMENT</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTION ASSESSED</b>
Statement of Work: Exhibit A Section 7.0 (Responsibilities), Sub-section 7.4	Contractor shall ensure employees assigned to County facilities are appropriately identified.	Inspection/Observation.	\$100 per occurrence.
Statement of Work: Exhibit A Section 8.0 (Responsibilities), Sub-section 8.62 (Personnel)	Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.	Inspection.	
Statement of Work: Exhibit A Section 10.0 (Work Schedules), Sub-section 10.1	Contractor shall submit revised schedules within three (3) work days prior to scheduled work.	Inspection/Observation.	\$100 per day.
Statement of Work: Exhibit A Section 11.0 (Unscheduled Work), Sub-section 11.2	Contractor shall prepare and submit a written description (including labor and materials estimate) prior to performing any unscheduled work.	Inspection.	\$100 per occurrence.
Statement of Work: Exhibit A Task 1 (Tally System Version 1.2 Implementation)	Contractor shall complete all Deliverables assigned to Task 1 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 2 (Tally System Version 1.3 Implementation)	Contractor shall complete all Deliverables assigned to Task 2 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	



PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
Statement of Work: Exhibit A Task 3 (Tally System Version 1.4 Implementation)	Contractor shall complete all Deliverables assigned to Task 3 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 4 (Tally System Version 2.0 Implementation)	Contractor shall complete all Deliverables assigned to Task 4 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 5 (Tally System Version 2.1 Implementation)	Contractor shall complete all Deliverables assigned to Task 5 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 6 (Tally System Version 2.2 Implementation)	Contractor shall complete all Deliverables assigned to Task 6 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
Statement of Work: Exhibit A Task 7 (Technical Documentation)	Contractor shall complete all Deliverables assigned to Task 7 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 8 (VSAP System Integration Stewardship)	Contractor shall complete all Deliverables assigned to Task 8 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 9 (Tally System Future State Stewardship)	Contractor shall complete all Deliverables assigned to Task 9 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 10 (Tally System Transitional Support)	Contractor shall complete all Deliverables assigned to Task 10 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
Statement of Work: Exhibit A Task 11 (Tally System Pre-Election Support)	Contractor shall complete all Deliverables assigned to Task 11 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 12 (Planning)	Contractor shall complete all Deliverables assigned to Task 12 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 13 (VBL Alpha Build)	Contractor shall complete all Deliverables assigned to Task 13 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 14 (VBL Beta Build)	Contractor shall complete all Deliverables assigned to Task 14 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
Statement of Work: Exhibit A Task 15 (VBL Application Production Release and Technical Support)	Contractor shall complete all Deliverables assigned to Task 15 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 16 (VBL Application Post Release Support)	Contractor shall complete all Deliverables assigned to Task 16 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 17 (VBL Application Program Management)	Contractor shall complete all Deliverables assigned to Task 17 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	

**PRICING SCHEDULE**

*Amendment 3*  
*Rev. May 2020*

Project Fees

In consideration of the timely completion of the Services and Deliverables described herein in accordance with the terms and conditions set forth and incorporated herein, Contractor will perform its Services and provide the specified Deliverables for a fixed fee of twenty six million, eight hundred thousand US dollars (**\$26,800,000**). All invoicing will be done in accordance with terms of the Agreement.

Payment Schedule

<b>Invoice</b>	<b>Deliverable Description</b>	<b>Estimated Invoice Date</b>	<b>Invoice Amount</b>
1	Deliverable 0.1 – Project Control Plan Deliverable 1.1 - Tally System Version 1.2.3 and Release Notes Deliverable 12.1 - Preliminary VBL Application Product Backlog Deliverable 12.2 - Refined wireframes with simple visual design Deliverable 17.1 - VBL Application Program Management Backlog Creation	July 27, 2018	\$675,000
2	Deliverable 1.2 - Tally System Version 1.2.4 and Release Notes Deliverable 1.3 – Tally System (Version 1.2) Sprint Status Reports Deliverable 13.1 - VBL Application Version 0.1 (Alpha) and Release Notes Deliverable 17.2 - VBL Application Program Management Backlog Update and Status Report	August 24, 2018	\$700,000
3	Deliverable 2.1 - Tally System Version 1.3.1 and Release Notes Deliverable 7.1 - Updated User Guides and Manuals Deliverable 8.1 - System Integration Backlog Update and Status Report Deliverable 9.1 - Future State Stewardship Backlog Update and Status Report Deliverable 13.2 - VBL Application Version 0.2 (Alpha) and Release Notes Deliverable 17.3 - VBL Application Program Management Backlog Update and Status Report	September 21, 2018	\$700,000
4	Deliverable 2.2 - Tally System Version 1.3.2 and Release Notes Deliverable 13.3 - VBL Application Version 0.3 (Alpha) and Release Notes Deliverable 13.4 – VBL (Alpha) Sprint Status Reports Deliverable 17.4 - VBL Application Program Management Backlog Update and Status Report	October 19, 2018	\$700,000
5	Deliverable 2.3 - Tally System Version 1.3.3 and Release Notes Deliverable 14.1 - VBL Application Version 0.4 (Beta) Deliverable 17.5 - VBL Application Program Management Backlog Update and Status Report	November 16, 2018	\$675,000
6	Deliverable 2.4 - Tally System Version 1.3.4 and Release Notes Deliverable 2.5 – Tally System (Version 1.3) Sprint Status Reports Deliverable 7.2 - Updated User Guides and Manuals Deliverable 8.2 - System Integration Backlog Update and Status Report Deliverable 9.2 - Future State Stewardship Backlog Update and Status Report Deliverable 14.2 – VBL Application Version 0.5 (Beta) Deliverable 15.1 - VBL Application Version 1.0 (Production Release) and Release Notes	December 14, 2018	\$675,000

**EXHIBIT B  
(AMENDMENT 3 - REVISED 5/2020)**

	Deliverable 15.2 - VBL Application Release Support Period 1 Backlog Update and Status Report Deliverable 17.6 - VBL Application Program Management Backlog Update and Status Report		
7	Deliverable 3.1 - Tally System Version 1.4.1 and Release Notes Deliverable 14.3 – VBL Application Version 0.6 (Beta) Deliverable 15.3 - VBL Application Release Support Period 2 Backlog Update and Status Report Deliverable 15.4 – Final List of VBL Application Third-Party Software and Materials Deliverable 16.1 - VBL Application Post Release Support Period 1 Backlog Update and Status Report Deliverable 17.7 - VBL Application Program Management Backlog Update and Status Report	January 11, 2019	\$700,000
8	Deliverable 3.2 - Tally System Version 1.4.2 and Release Notes Deliverable 14.4 – VBL Application Version 0.7 (Beta) Deliverable 16.2 - VBL Application Post Release Support Period 2 Backlog Update and Status Report Deliverable 17.8 - VBL Application Program Management Backlog Update and Status Report	February 8, 2019	\$675,000
9	Deliverable 3.3 - Tally System Version 1.4.3 and Release Notes Deliverable 7.3 - Updated User Guides and Manuals Deliverable 8.3 - System Integration Backlog Update and Status Report Deliverable 9.3 - Future State Stewardship Backlog Update and Status Report Deliverable 14.5 – VBL Application Version 0.8 (Beta) Deliverable 17.9 – VBL Application Program Management Backlog Update and Status Report	March 8, 2019	\$640,000
10	Deliverable 3.4 - Tally System Version 1.4.4 and Release Notes Deliverable 3.5 – Tally System (Version 1.4) Sprint Status Reports Deliverable 14.6 – VBL Application Version 0.9 (Beta) Deliverable 17.10 – VBL Application Program Management Backlog Update and Status Report	April 5, 2019	\$565,000
11	Deliverable 4.1 - Tally System Version 2.0.1 and Release Notes Deliverable 16.3 - VBL Application Post Release Support Period 3 Backlog Update and Status Report Deliverable 17.11 - VBL Application Program Management Final Report	May 3, 2019	\$650,000

**EXHIBIT B  
(AMENDMENT 3 - REVISED 5/2020)**

12	Deliverable 4.2 - Tally System Version 2.0.2 and Release Notes Deliverable 7.4 - Updated User Guides and Manuals Deliverable 8.4 - System Integration Backlog Update and Status Report Deliverable 9.4 - Future State Stewardship Backlog Update and Status Report Deliverable 14.7 – VBL Application Version 1.0 (Beta) and Release Notes Deliverable 14.8 – VBL (Beta) Sprint Status Reports	May 31, 2019	\$520,000
13	Deliverable 4.3 - Tally System Version 2.0.3 and Release Notes	June 28, 2019	\$500,000
14	Deliverable 4.4 - Tally System Version 2.0.4 and Release Notes Deliverable 4.5 – Tally System (Version 2.0) Sprint Status Reports Deliverable 16.4 – VBL Application Post Release Support Period 4 Backlog Update and Status Report	July 26, 2019	\$510,000
15	Deliverable 5.1 - Tally System Version 2.1.1 and Release Notes Deliverable 7.5 - Updated User Guides and Manuals Deliverable 8.5 - System Integration Backlog Update and Status Report Deliverable 9.5 - Future State Stewardship Backlog Update and Status Report	August 23, 2019	\$495,000
16	Deliverable 5.2 - Tally System Version 2.1.2 and Release Notes	September 20, 2019	\$495,000
17	Deliverable 5.3 - Tally System Version 2.1.3 and Release Notes Deliverable 16.5 – VBL Application Post Release Support Period 5 Backlog Update and Status Report	October 18, 2019	\$470,000
18	Deliverable 5.4 - Tally System Version 2.1.4 and Release Notes Deliverable 5.5 – Tally System (Version 2.1) Sprint Status Reports Deliverable 7.6 - Updated User Guides and Manuals Deliverable 8.6 - System Integration Backlog Update and Status Report Deliverable 9.6 - Future State Stewardship Backlog Update and Status Report	November 15, 2019	\$475,000
19	Deliverable 6.1 - Tally System Version 2.2.1 and Release Notes	December 13, 2019	\$470,000
20	Deliverable 6.2 – Tally System (Version 2.2) Sprint Status Reports Deliverable 6.3 – Final List of Tally System Third-Party Software and Materials Deliverable 16.6 – VBL Application Post Release Support Period 6 Backlog Update and Status Report	January 10, 2020	\$370,000
21	Deliverable 10.1 - Tally System Transitional Support Period 1 Backlog Update and Status Report Deliverable 7.7 - Updated User Guides and Manuals Deliverable 8.7 - System Integration Backlog Update and Status Report Deliverable 9.7 - Future State Stewardship Backlog Update and Status Report	February 7, 2020	\$390,000
22	Deliverable 10.2 - Tally System Transitional Support Period 2 Backlog Update and Status Report Deliverable 16.7 – VBL Application Post Release Support Period 7 Backlog Update and Status Report	March 6, 2020	\$375,000
23	Deliverable 7.8 - Final User Guides and Manuals Deliverable 8.8 - System Integration Final Report Deliverable 9.8 - Future State Stewardship Final Report Deliverable 10.3 - Tally System Transitional Support Period 3 Backlog Update and Status Report	April 3, 2020	\$215,000

**EXHIBIT B  
(AMENDMENT 3 - REVISED 5/2020)**

24	Deliverable 11.1 - Tally System Pre- Election Support Period 1 Backlog Update and Status Report	May 1, 2020	\$80,000
25	Deliverable 11.2 - Tally System Pre- Election Support Period 2 Backlog Update and Status Report Deliverable 6.4 – Tally System Version 3.0.1 and Release Notes Deliverable 14.9 – VBL System Version 2.0.1 and Release Notes Deliverable 7.9 – Updated User Guides and Manuals II Deliverable 9.10 – Future State Stewardship Backlog Update and Status Report II	May 29, 2020	\$1,880,000
26	Deliverable 11.3 - Tally System Pre- Election Support Period 3 Backlog Update and Status Report Deliverable 6.5 – Tally System Version 3.0.2 and Release Notes Deliverable 6.6 – Tally System (Versions 3.0.1 – 3.0.2) Sprint Status Reports Deliverable 14.10 – VBL System Version 2.0.2 and Release Notes Deliverable 14.11 – VBL System (Versions 2.0.1 – 2.0.2) Sprint Status Reports	June 26, 2020	\$1,880,000
27	Deliverable 11.4 – Tally System Pre- Election Support Period 4 Backlog Update and Status Report Deliverable 6.7 – Tally System Version 3.0.3 and Release Notes Deliverable 14.12– VBL System Version 2.0.3 and Release Notes	July 24, 2020	\$980,000
28	Deliverable 11.5 - Tally System Pre- Election Support Period 5 Backlog Update and Status Report Deliverable 6.8 – Tally System Version 3.0.4 and Release Notes Deliverable 7.10 – Updated User Guides and Manuals II Deliverable 9.11 – Future State Stewardship Backlog Update and Status Report II Deliverable 14.13 – VBL System Version 2.0.4 and Release Notes Deliverable 18.1 – VBL Knowledge Transfer Status Report Deliverable 19.1 – Tally Knowledge Transfer Status Report	August 21, 2020	\$990,000
29	Deliverable 11.6 - Tally System Pre- Election Support Period 6 Backlog Update and Status Report Deliverable 6.9 – Tally System Version 3.0.5 and Release Notes Deliverable 14.14 – VBL System Version 2.0.5 and Release Notes	September 18, 2020	\$920,000
30	Deliverable 11.7 – Tally System Pre- Election Support Period 7 Backlog Update and Status Report Deliverable 6.10 – Tally System Version 3.0.6 and Release Notes Deliverable 6.11 – Tally System (Versions 3.0.3 – 3.0.6) Sprint Status Reports Deliverable 14.15 – VBL System Version 2.0.6 and Release Notes Deliverable 14.16 – VBL System (Versions 2.0.3 – 2.0.6) Sprint Status Reports	October 16, 2020	\$960,000
31	Deliverable 11.8 – Tally System Pre-Election Support Period 8 Backlog Update and Status Report Deliverable 6.12 – Tally System Version 3.0.7 and Release Notes Deliverable 14.17 – VBL System Version 2.0.7 and Release Notes	November 13, 2020	\$940,000
32	Deliverable 11.9 – Tally System Pre-Election Support Period 9 Backlog Update and Status Report Deliverable 6.13 – Tally System Version 3.0.8 and Release Notes Deliverable 7.11 – Updated User Guides and Manuals II Deliverable 9.12 – Future State Stewardship Backlog Update and Status Report II Deliverable 14.18 – VBL System Version 2.0.8 and Release Notes Deliverable 18.2 – VBL Knowledge Transfer Status Report	December 25, 2020	\$760,000



**EXHIBIT B  
(AMENDMENT 3 - REVISED 5/2020)**

	Deliverable 19.2 – Tally Knowledge Transfer Status Report		
33	Deliverable 6.14 – Tally System Version 3.0.9 and Release Notes Deliverable 14.19 – VBL System Version 2.0.9 and Release Notes	January 22, 2021	\$730,000
34	Deliverable 6.15 – Tally System Version 3.0.10 and Release Notes Deliverable 6.16 – Tally System (Versions 3.0.7 – 3.0.10) Sprint Status Reports Deliverable 14.20 – VBL System Version 2.0.10 and Release Notes Deliverable 14.21 – VBL System (Versions 2.0.7 – 2.0.10) Sprint Status Reports	February 19, 2021	\$720,000
35	Deliverable 6.17 – Tally System Version 3.0.11 and Release Notes Deliverable 14.22 – VBL System Version 2.0.11 and Release Notes	March 19, 2021	\$740,000
36	Deliverable 6.18 – Tally System Version 3.0.12 and Release Notes Deliverable 7.12 – Updated User Guides and Manuals II Deliverable 9.13 – Future State Stewardship Backlog Update and Status Report II Deliverable 14.23 – VBL System Version 2.0.12 and Release Notes Deliverable 18.3 – VBL Knowledge Transfer Status Report Deliverable 19.3 – Tally Knowledge Transfer Status Report	April 16, 2021	\$770,000
37	Deliverable 6.19 – Tally System Version 3.0.13 and Release Notes Deliverable 14.24 – VBL System Version 2.0.13 and Release Notes	May 14, 2021	\$790,000
38	Deliverable 6.20 – Tally System Version 3.0.14 and Release Notes Deliverable 14.25 – VBL System Version 2.0.14 and Release Notes Deliverable 14.26 – VBL System (Versions 2.0.11 – 2.0.14) Sprint Status Reports	June 11, 2021	\$520,000
39	Deliverable 6.21 – Tally System (Versions 3.0.11 – 3.0.14) Sprint Status Reports Deliverable 6.22 – Final List of Tally System Third-Party Software II Deliverable 7.13 – Final User Guides and Manuals II Deliverable 9.14 – Future State Stewardship Backlog Update and Status Report II Deliverable 14.27 – Final List of VBL System Third-Party Software Deliverable 18.4 – Final VBL Knowledge Transfer Status Report Deliverable 19.4 – Final Tally Knowledge Transfer Status Report	June 25, 2021	\$500,000

**EXHIBIT C  
(AMENDMENT 3 - REVISED 5/2020)**

**Contractor's Proposed Schedule**

Services	Resources (Blended Core Team)	Duration	Period	
			Start Date	End Date
Transition from ESMA Work Order Task 0	Approx. 6.0	2 weeks	06/18/2018	06/29/2018
Tally System Implementation Tasks 1 - 6	Approx. 7.0	76 weeks	07/02/2018	12/13/2019
Tally System Implementation Task 6	Approx. 4.0	2 weeks	12/16/2019	12/27/2019
Tally System 3.0 Implementation I Task 6	Approx. 5.0	7 weeks	05/12/2020	06/26/2020
Tally System 3.0 Implementation II Task 6	Approx. 3.0	26 weeks	06/29/2020	12/25/2020
Tally System 3.0 Implementation III Task 6	Approx. 5.0	26 weeks	12/28/2020	06/25/2021
Tally System Program Management Tasks 7 - 9	Approx. 3.0	90 weeks	07/02/2018	03/20/2020
Tally System Program Management II Tasks 7 – 9	Approx. 3.0	66 weeks	03/23/2020	06/25/2021
Tally System Transitional Support Task 10	Not to exceed 200 hours per week	12 weeks	12/30/2019	03/20/2020
Tally System Pre-Election Support Task 11	Not to exceed 80 hours per week	28 weeks	03/23/2020	10/02/2020
Tally System Pre-Election Support II Task 11	Not to exceed 80 hours per week	12 weeks	10/05/2020	12/25/2020
VBL Application Planning Task 12	Approx. 3.0	2 weeks	07/02/2018	07/13/2018
VBL Application Alpha Build Task 13	Approx. 6.0	13 weeks	07/16/2018	10/12/2018
VBL Application Beta Build Task 14	Approx. 6.0	4 weeks	10/15/2018	11/09/2018

**EXHIBIT C  
(AMENDMENT 3 - REVISED 5/2020)**

VBL Application Beta Build 2 Task 14	Approx. 1.0	6 weeks	11/12/2018	12/21/2018
VBL Application Beta Build 3 Task 14	Approx. 3.0	6 weeks	12/24/2018	02/01/2019
VBL Application Beta Build 4 Task 14	Approx. 4.0	6 weeks	02/04/2019	03/15/2019
VBL Application Beta Build 5 Task 14	Approx. 2.0	4 weeks	03/18/2019	04/12/2019
VBL Application Beta Build 6 Task 14	Approx. 4.0	2 weeks	04/22/2019	05/03/2019
VBL Application 2.0 Build I Task 14	Approx. 6.0	7 weeks	05/12/2020	06/26/2020
VBL Application 2.0 Build II Task 14	Approx. 5.0	52 weeks	06/29/2020	06/25/2021
VBL Application Production Release and Support Task 15	Not to exceed 120 hours per week	6 weeks	11/12/2018	12/21/2018
VBL Application Post Release Support Task 16	Not to exceed 40 hours per week	6 weeks	12/24/2018	02/01/2019
VBL Application Post Release Support II Task 16	Not to exceed 80 hours per week	4 weeks	03/18/2019	04/12/2019
VBL Application Post Release Support III Task 16	Not to exceed 80 hours per week	8 weeks	05/06/2019	06/28/2019
VBL Application Post Release Support IV Task 16	Not to exceed 40 hours per week	36 weeks	07/01/2019	03/06/2020
VBL Application Program Management Task 17	Approx. 1.0	41 weeks	07/02/2018	04/12/2019
Knowledge Transfer Tasks 18 – 19	Approx. 1.0	52 weeks	06/29/2020	06/25/2021

