Amendment 1 to the INFORMATION PROCESSING SYSTEM, SERVICES AND LICENSE CONTRACT FOR VOTER REGISTRATION SYSTEM (the "CONTRACT")

This Amendment to the Contract ("Amendment") is made as of the 1st day of October 2024 (the "Effective Date"), by and between the State of South Dakota acting by its Secretary of State (the "Customer") and KNOW INK, LLC (the "Contractor"). Any capitalized terms not otherwise defined herein shall have the same meaning afforded to it within the Contract between the parties to provide certain services (the "Services").

WHEREAS Contractor has agreed to provide the Services to the Customer under the Contract; and

WHEREAS the Customer and Contractor now wish to amend the Contract to update the Exhibit A, Service Level Agreement (the "SLA") and Exhibit C, Statement of Work (the "SOW") attached to the Contract.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, and other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Customer and Contractor herby agree to amend the Contract as follows:

1. **Amended Terms.** The SLA and SOW of the Contract are removed entirely and hereby replaced with the version attached to this Amendment, as Exhibit A and Exhibit C to the Contract.
2. **Entire Contract.** This Amendment, including the Contract and its attachments thereto and as may have been amended, supplemented, or otherwise updated, constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Amendment.
3. **Ratification.** Except as expressly amended herein, the Contract shall remain in full force and effect between Contractor and Customer.
4. **Counterparts.** This Amendment may be signed and delivered in one or more identical counterparts via electronic signature (such as EchoSign or DocuSign), facsimile, or e-mail (PDF format) transmission, each of which will be deemed to be an original, and which, taken together, are deemed to constitute one and the same Amendment.

IN WITNESS WHEREOF, the Customer and Contractor have executed this Amendment through their duly authorized representatives as of the Effective Date.

CONTRACTOR:

Know Ink, LLC

By: _____
Name: Kevin Schott
Title: CFO

STATE OF SOUTH DAKOTA

Secretary of State:

Monae L. Johnson

By: Monae L. Johnson (Jun 17, 2025 14:29 CDT)
Name: Monae L. Johnson
Title:

STATE OF SOUTH DAKOTA
Bureau of Information and Telecommunications:

By: Mark Wixon (Jun 18, 2025 08:31 MDT)
Name: Mark Wixon
Title: Commissioner

Statement of Work

See attached.

EXHIBIT A

DESCRIPTION OF DELIVERABLES AND SERVICE LEVEL AGREEMENT

Architecture Components

Voter Registration System ("System") shall include voter registration, election management, campaign finance and election night reporting modules. Each module will contain several detailed capabilities as described in this Exhibit A and as may be further specified in a Purchase Order or SOW. The capabilities shall be accessed and performed through configurable System user roles. Administrators, such as local or State administrators, shall be able to assign permissions for specific users and election officials to have access based on their requirements for multiple System capabilities.

Citizens and public users shall also be able to access the system components through a public portal. The System shall provide the public with a range of functions such as, but not limited to, voter registration, updating information, providing signatures, receiving notices, submitting ballots and other functions within core modules.

The System shall securely exchange voter information in collaboration with select State records systems and current interfaces. This data shall be captured to validate voters and comply with State election laws.

System Capabilities

The System shall comply with all existing State and Federal laws. The System architecture shall ensure that data exchanges are provided via application programming interface (APIs) and Secure File Transfers between the System and State System. System data must sync with State systems to accurately manage elections. The System shall allow public users to access their own accounts to verify their registration status via a public portal using an intuitive User Interface (UI) in a secure manner using Multi-Factor Authentication (MFA).

Infrastructure Capabilities and Features

The System shall ensure that there are enough resources at critical times to avoid System outage. These resources shall include:

- Availability Zones (AZs), and application and network load balancers. These ensure that application and network traffic is distributed to available and healthy cloud virtual machines (VMs), services, and clusters. This will ensure that the System meets high availability and reliability requirements.
- Azure VMs that have enough compute, memory, disk, throughout the environment to meet high performance, capacity, and low latency requirements. Contractor shall work with the State to understand requirements and workload to deploy the right sized VMs and service tiers to the environment.
- Auto-scaling services to handle peak workloads, which is especially critical during the election periods, to handle the upsurge in activity and meet scalability requirements.

- Database instances with a primary and a standby to ensure recoverability in the event of a failure at a given location. This ensures data is continually synced so that there is no data loss and key metrics such as the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) are achieved. This is especially important during election periods, where an "Active-Active" recovery approach will likely be deployed to ensure minimal to no disruption in service to meet recoverability objectives.
- For network, Contractor shall leverage cloud native API gateway, and DNS services to integrate and route service endpoints. This can be integrated with any third-party network and/or firewall tools that the State may utilize. This resource will ensure that the network piece is highly available, performant, and secure.

For all cloud resource deployments, Contractor shall utilize Infrastructure-as-Code (IaC) templates in order to ensure repeatable, consistent, and standardized templates that deploy multiple resources in VNETs for regions, availability zones, subnets, route tables, VMs, databases, auto-scaling, load balancers, and many more unique services.

Contractor technical staff shall work with Secretary of State's Office and such other State agencies as Secretary of State's Office identifies to tailor cloud network components to jurisdictional requirements and cloud architecture to setup cloud network accounts, VNET, firewalls, route tables, and network traffic inspection and monitoring components, service endpoints, and ingress/egress network rules. Contractor shall specifically address network high availability, cloud virtual private gateways, certificates for transport layer security, and security for data-in-transit. Contractor shall also accommodate unique third-party network software tools and integrate as necessary.

Contractor shall ensure that the System is closely monitored against past, current and future cyber threats. Contractor shall maintain close relationships with its Cloud Providers and other government and private allies to leverage a Teamwork approach to Cybersecurity. Contractor shall perform granular and extensive data reporting, auditing, monitoring, and alerting in the cloud environment along with function and feature automation to defend against threats from all vectors.

Prior to project kickoff all Contractor staff shall be trained in security measures to keep information systems and customer information secure and confidential, at least in accordance with the requirements of this Contract. All Contractor staff shall comply at all times with Secretary of State's Office IT Security Policy and Standards. Contractor shall maintain an Information Security Policy that complies with NIST 800-53 security requirements.

The Voter Registration module shall include, but is not limited to, several confidential fields (PII), including driver license numbers, dates of birth, partial social security numbers, along with information about confidential voters. Providing functionality and security for the System shall be a high priority.

Contractor's Cybersecurity and Information security policies and procedures shall comply with all relevant guidelines and requirements of the NIST Cybersecurity Framework ISO 27000:2013 benchmarks, the EAC and CISA standards. The Contractor shall include the following security features in the System to ensure that all South Dakota Voter Registration data is protected:

Access

The System shall prevent unauthorized access. This includes providing user IDs and passwords to control access to applications and data. The System shall incorporate security administration to prevent unauthorized access to the System and data whether this be through denying access to a particular function or by encrypting Confidential Information when it is sent to external entities or by encrypting a session when an end-user is making online updates to Confidential Information.

Access to data shall only be given to the appropriate roles and permissions and are granted and restricted by SOTS and local election administrators. The System shall allow an authorized user to create a "Status Flag" for a voter with any protections, i.e., Address Confidentiality Program (ACP). Once this Status Flag is created, only authorized users will have access to the voter record and the voter record will not appear in any exports or searches.

The System shall allow for redaction to block out social security numbers, driver's license numbers, birthdates, signatures, and other materials both in the System and in reports that run through the System. The System will allow only certain authorized users, defined by their user settings, to access redacted information.

The System shall have multiple user levels that can access different levels of System functions and data. These levels and capabilities shall be defined through the user roles and permissions.

Direct database access shall only be granted to authorized users and the data those users have access to will be limited to the specific job they are performing. Database access shall be restricted to specific IP addresses, as defined by SOTS protocols, roles, and permissions.

Authorization Procedures

The System will allow access to Confidential Information only to such authorized users as Secretary of State's Office identifies. Additionally, the System shall log every time a user views a voter record.

Confidential voters are usually required to vote by mail in order to keep their name and information off the poll roster. Specialized training and sensitive training materials will be provided for these users.

The System shall incorporate role-based redaction per Secretary of State's Office standards. With the amount of Confidential Information that is contained on many voter materials, the System shall include redaction as an important privacy tool. Redaction must be able to enable users to block out Social Security Numbers, Driver's License Numbers, Birthdates, Signatures, and other materials which Secretary of State's Office deems to necessary or appropriate both in the TotalVote System and in reports that are run through the System. Redacted information must be viewable only to authorized users or in processes which are established by setting and defining user roles.

Multifactor Authentication

System shall provide multi-factor authentication through a combination of Yubikeys (or eTokens), phone applications like Microsoft Authenticator or Duo, Active Directory including ADFS, and username/password login. System shall allow users specifically assigned by Secretary of State's Office to access the System using a variety of authentication factors.

Auditability/Monitoring

System shall maintain a full audit trail for every transaction, including viewing voter records. The user, date/time and changes (showing the previous and current values) shall be logged for every transaction.

Change history shall be read-only and only viewable by Secretary of State's Office and local users with permissions granted by Secretary of State's Office.

The System shall also retain auditing information such as, but not limited to:

- User
- Date and Time completed
- Source

System shall also provide a number of tools to use inside of Change History such as:

- Sort, and Sub sort on any column.
- Search for any value inside of the data table.
- Filter the data table to view a subset, certain action types, dates, or to see all the changes for a single field by date.

The System shall allow users the use of a "Show" object to enable users to designate whether they want to see just actions against the record, or whether information from other grids should also be displayed. Such information shall include any and all information available in the other grid, such as but not limited to:

- Notes
- Correspondence sent
- Voter History
- Absentee- Early Voting History
- Petition History

Latest Security Controls

Contractor shall use the latest security controls such as Microsoft's Azure Defender and Azure Firewall services to provide detection, notification and mitigation of point of entry security events and the monitoring of those network segments. In addition, Contractor shall use alternate path technologies utilized with Azure high availability and redundancy for the quick shut down of any System assets being adversely affected by issues caused by any type of cyber-attack. This alternate path technologies will allow all user traffic to be rerouted to other assets to serve users' requests. Real-time SIEM (Security Information and Event Manager) services or premium level security features shall be additional options that will be included with the System's service offerings.

Vulnerability Scanning

Contractor shall perform vulnerability management that focuses on identifying and remediating vulnerabilities on a quarterly basis. This consists of assessing the hardware configuration and software component that make up the VR System to identify any potential vulnerabilities that could have a negative impact on System operations. Any vulnerabilities discovered during such scan shall be immediately remediated at the Contractor's expense.

Vulnerability Management & Remediation shall concentrate on the following, but not limited to, areas of the VR System to mitigate the risk of a security breach:

- Operating System software/configuration vulnerabilities
- Application software/configuration vulnerabilities
- Network configuration vulnerabilities
- System enumeration
- Software patches

Vulnerability Management & Remediation shall also include conducting periodic Penetration Testing of the components of the VR System from both an internal and external perspective, to ensure that the external and internal security controls and countermeasures are operating within the parameters of the System's security architecture. The Contractor shall grant access to different privilege levels to such individuals as Secretary of State's Office identifies as being necessary to or appropriate for Secretary of State's Office and Contractor's development and code deployment platform. Code vulnerability and scanning tools shall be integrated directly with this development platform to identify any anomalous code as it is written, and to scan all code as a finished product before it goes to production. Third party components shall be monitored and checked on a monthly basis for vulnerabilities using the industry recognized Common Vulnerabilities and Exposures database located at http://cve.mitre.org/.

Threat Identification/Hunting

Contractor shall participate in the audit of the System by such third-party security researchers as SECRETARY OF STATE'S OFFICE identifies for every System deployment.

Network Security

Contractor shall host the System in Microsoft's Azure Government Cloud. Only US federal, State, local, and tribal governments and their partners will have access to this dedicated instance, with operations controlled by screened US citizens and datacenters located within the continental United States. The System shall be hosted on its own instance in the Azure Government Cloud. No other election or non-election systems will be hosted on this instance and only authorized users will have access to the System.

Components of Azure shall include:

- 24-hour monitored physical security - Datacenters are physically constructed, managed, and monitored to shelter data and services from unauthorized access and environmental threats.
- **Geo-redundancy** – Azure will maintain redundant copies of the data. With GRS, the data will be replicated within the primary region and in a secondary region hundreds of miles away from it, providing the highest level of durability.
- **Monitoring and logging** - Security is monitored with the aid of centralized monitoring, correlation, and analysis systems that manage the large amount of information generated by devices within the environment and provide timely alerts.
- **Patching** - Integrated deployment systems manage the distribution and installation of security patches.
- **Antivirus/Antimalware protection** - Microsoft Antimalware is built-in to Cloud Services and will be enabled for Virtual Machines to help identify and remove viruses, spyware and other malicious software and provide real time protection.

- **Intrusion detection and DDoS** - Intrusion detection and prevention systems, denial of service attack prevention, regular penetration testing, and forensic tools help identify and mitigate threats from both outside and inside of Azure.
- **Zero standing privileges** - Access to customer data by Microsoft operations and support personnel is denied by default. When granted, access is carefully managed and logged. Data center access to the systems that store customer data is strictly controlled via lock box processes.
- **Isolation** - Azure uses network isolation to prevent unwanted communications between deployments, and access controls block unauthorized users.
- **Encrypted communications** - Built-in SSL and TLS cryptography will enable SECRETARY OF STATE'S OFFICE to encrypt communications within and between deployments, from Azure to on-premises datacenters, and from Azure to administrators and users.
- **Private connection** - Customers will have the ability to use ExpressRoute to establish a private connection to Azure datacenters, keeping their traffic off the Internet, or Contractor to provide appropriate VPN technology
- **Data encryption** - Azure offers a wide range of encryption capabilities up to AES-256, giving customers the flexibility to implement the methods that best meet their needs.

Data Management and Interface Exchanges

Contractor shall provide a seamless interface with all required federal and State agencies. Interfaces shall communicate in real time or at regularly scheduled intervals. These interfaces will allow South Dakota's voter records to be checked against an assortment of other data, including death records, felon records, and both in-State and cross-state moves.

Contractor shall work with SECRETARY OF STATE'S OFFICE to capture data via APIs or grab secure files, set up queues, map schema, identify objects, formats, and manage data in SQL server. For files, batch processes shall be done on an agreed upon schedule. API calls are scheduled on a more frequent basis in response to triggers to meet requirements. The SQL server database tables and required fields, keys, IDs, and elements support capabilities to perform System Core application functions. Data shall be encrypted at-rest using native database encryption and cloud key management service, and in-transit using secure ports, protocols, and SSL for SFTP used to ingest State files. Business logic is developed using .NET Core running on SQL server. .NET Core API features are configured for various components such as controllers, pages, and various API services.

System integration shall include but not be limited to the following:

On the federal/national level:

- USPS and National Change of Address (NCOA) information through Melissa Data
- American Association of Motor Vehicle Administrators (AAMVA) and Social Security Administration (SSA)
- VIP 5.1 Specification

On the State and local level:

- Point-based addressing and district data
- Department of Public Health/Vital Records (Deaths)
- Department of Corrections (Felons)
- Department of Motor Vehicles
- Ballot Printers and Tabulators

System Software

Contractor shall provide a complete replacement of the current TotalVote Legacy System with Contractor's TotalVote Core suite of products. Contractor shall provide all of the functionality available to election officials within the current Voter Registration System plus all of the additional functionality currently available in TotalVote.

Voter Registration

System shall provide data fields for all aspects of voter registration including but not limited to: name, address, date of birth, gender, telephone, mailing address, political party, military address, email address, previous address, previous name, driver's license number, last four digits of social security number and any other information as required by State or federal law. System shall automatically calculate voter eligibility based on age and shall also calculate party enrollment eligibility based on the statutory requirements.

System shall also reduce the number of duplicate voter registration records by checking for existing voters and death and felon matches when records are updated as part of a nightly process. The resulting possible matches from this nightly process are shown in the home queue to be administered.

The Voter Registration Module includes but is not limited to:

- Online Voter Registration
- Voter Identity Validation
- Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA)
- Voter Signature Validation
- Notice Management

GIS

Contractor shall provide complete management of GIS-based address points. TotalAddress is initialized with physical residential address points and a minimum set of map layers including precinct part/split layer, city, zip code and a Statewide county boundary layer. Once every voter is identified with a point on the map in TotalAddress, Shapefiles will be added as layers on the map. These layers will include counties, cities, municipalities, precincts, or any other applicable layers that SECRETARY OF STATE'S OFFICE determines to be appropriate. As layers are added, TotalVote will automatically assign voters to the correct precinct and polling locations based on their location. The System will use this information to create every ballot style.

Election Management

The System shall include an Election Management System that is intuitive and user-friendly, to be used to set up every aspect of an election. This module shall be compatible with all major tabulation systems.

The System shall replace the SECRETARY OF STATE'S OFFICE existing election management system and enable users to setup elections and build ballots before every election. The Election Management System (EMS) shall simplify multijurisdictional election results reporting by receiving the results in the System and automatically combining and reporting results to the public.

The Election Management Module includes but is not limited to:

- Ballot Management and Processing
- Early Voting Management
- Election Worker
- Precinct & Jurisdiction Management
- Voter Roster Management
- Voter Selection and Capture
- Voting Results Closeout
- Petition Management

Absentee Ballot Management

The System shall accommodate absentee voters and include many specialized processes to track the different types of Absentee voters (including UOCAVA voters) and the different stages of the Absentee process. The System shall track the activity including when and how absentee ballots are sent (mail, fax, email), when the ballot (sent via email) is viewed and when the ballot is returned. Summary reports on activity shall be generated automatically each day and sent to the appropriate election officials.

Ballots shall be checked out through barcode scanning and the voter record will be updated through data file import from the Contractor or small batch processing by the election office. Voter records are automatically updated to reflect ballot fulfillment is complete.

When ballots are returned, they shall be checked in via barcode scan of the external envelope to update the absentee record as ballot received. If the ballot is rejected, a reason is applied. If the envelope is accepted, it is routed to the tabulation team for counting at the appropriate time.

EAVS Reporting

System shall generate any reports required by the Election Assistance Commission's Election Administration and Voting Survey (EAVS) by collecting quantitative data pertaining to the National Voter Registration Act, UOCAVA, and other election administration issues, including the counting of provisional ballots and poll worker recruitments. The collection of this data shall be built into the System to comply with the EAC EAVS requirements.

Petition Management

As signatures are submitted, each individual packet of petitions will be entered into the System and the signatures validated against signatures in the voter file. For local petitions, the System will confirm whether the signer is eligible to sign the petition, based on their voter registration address. As petition packets are entered into the System, the System shall track the number of mistakes that were made on each packet and what category those mistakes belong to. As signatures are gathered and submitted, the petition's filers shall be able to track the number of signatures approved and still needed through the Public Portal.

Once all petition packets are entered, a report can be generated that totals up all the estimated number of signatures and rejected signatures to get a total number of valid signatures.

System Administration

System shall have multiple user levels that are assigned different levels to access System functions and data. These levels and capabilities are defined by user roles and permissions. Granted permissions allow, or prohibit, users from viewing, entering, and editing data as well as other actions available in the System.

Permissions shall range from Global System Administration to temporary data entry clerks in local election offices. The Global System Administrator shall have access to all functions and actions within the System and such permission. A Temporary Data Entry Clerk shall be limited to data entry by being granted access to only the data fields in the voter record. Roles shall also be preset to expire, allowing officials to disable access to temporary workers at a set date and time.

Reports

System shall have multiple built-in, preformatted reports. In addition, System shall also include Quick Search and Advanced Search options. The Quick Search shall allow users to search for a voter using last name, first name or voter ID number. The Advanced Search shall allow users the ability to search and sort on almost every voter field in the database including voter status, locality, city, zip code, political party and middle name.

The Reporting Module includes but is not limited to:

- Election Night Reporting
- Voter History Reports & Analysis
- Report Builder Module

Database Information and Ownership

System shall be built using a modern, robust, browser-based application developed on the Microsoft .NET Framework platform using Microsoft SQL Server database. System shall be regularly reviewed and updated using the latest technologies as they evolve.

System shall use Microsoft SQL Server and Windows Server and reside within the Microsoft Azure cloud.

Contractor affirms that the Secretary of the State is the sole owner and custodian of all data in the System provided by Contractor and the Secretary of the State shall have the unrestricted right to access and use all data in the system through reasonable means.

Development and Deployment

Contractor shall use Azure Boards to document priorities, sprints, backlogs, assignments, and area path for the CORE Platform. This shall be managed in conjunction with SECRETARY OF STATE'S OFFICE requirements, team capacity, and progress tracked in team meetings by Scrum Masters and Business Analysts.

Contractor shall use Azure Repos to manage code and coordinate development efforts for files, commits, pushes, branches, and pull requests for the CORE Platform and States. Contractor shall use Azure Pipelines to deploy code to the State Cloud environment. Details about each environment such as endpoints, service types, REST APIs, where applications are to be deployed, will be captured and standardized in a formal deployment process to be used for each release.

Contractor will use a test environment hosted in a separate VNET. Contractor shall perform testing to validate capabilities to meet Contract requirements. This will be done on resources running in the test environment until testing is successful and meets test case criteria.

After testing, Contractor shall switch over to the production environment using either a Blue-Green, rolling, or phased deployment. Contractor will integrate with additional cloud services such as IAM, monitoring, logging, security, storage, API management, and others. These services are connected through VNET endpoints. They will support capabilities such as disaster recovery, reporting, and election analysis.

PROJECT METHODOLOGY

The proposed project approach shall be a collaborative approach with the SECRETARY OF STATE'S OFFICE:

- PMI-based project management framework
- ScrumScrum and Iterative Approach to application development and delivery
- Continuous Stakeholder Engagement and Stakeholder satisfaction

Contractor's project management team will work closely with the SECRETARY OF STATE'S OFFICE project management team during the initial project planning to formalize the proposed project plan and will form the umbrella under which the System implementation takes place.

Contractor presents a hybrid project lifecycle that uses a combination of predictive and scrumscrum components. Accordingly, Performance will involve both definable work (such as production rollout and training) and high-uncertainty work (such as new design and new features).

Predictive Approach

The team will develop and use detailed plans and checklists to carry out data migration, architecture design/build, data interface design/build, transition to operations, training, and production rollout activities. The Contractor developers who are actively working on software shall be focused exclusively on their development work and will not be active participants in the production planning until their development is completed.

Scrum-Based Software Development Approach

The Contractor shall use Scrum methodology for the Project. Accordingly, The Scrum-based approach follows the principle that the highest priority for the Contractor is to satisfy SECRETARY OF STATE'S OFFICE through early and continuous delivery of working software. Software modules will be built using an iterative release approach with frequent check-ins with the customer to validate the results. At regular intervals, the development team will meet internally to identify areas of improvement as well as identify those processes that are working well.

During the planning phase of the project, the SECRETARY OF STATE'S OFFICE will participate in the gap analysis session. Contractor will provide a walk-through of the System software to the SECRETARY OF STATE'S OFFICE team to demonstrate how the System software generally meets basic requirements. This is a high-level demonstration which will not capture subtle gaps or changes that the SECRETARY OF STATE'S OFFICE may request later when the requirements are analyzed in depth during iteration reviews. Even those requirements marked as "ready out of the box" will undergo review by the SECRETARY OF STATE'S OFFICE during the testing events of the project.

Key members of the SECRETARY OF STATE'S OFFICE team will have access to Contractor's Microsoft DevOps environment as they will be asked to provide needed details, testing feedback, and Acceptance within this platform.

Following the review, Contractor will work with SECRETARY OF STATE'S OFFICE to schedule incremental product releases for testing.

- **Product Implementation**

Activities, Tasks, and Milestones:

- Configure Development, Test and Production Environments
- Data Conversion
- Address Points
- System Data Integration (APIs and File Transfers)
- Product Delivery
- Walk Through Session #1 – Voters
- Walk Through Session #2 – Geographic Entities
- Walk Through Session #3 – Absentee Ballot Management
- Walk Through Session #4 – Petition Management

- Walk Through Session #5 – System Administration

Training and Knowledge Transfer

Activities, Tasks and Milestones:

- Application Training
- Software Training

- Annual Maintenance and Support Training

During this phase Contractor will ensure that Train-the-Trainer users have been trained with the required skills to use the System, including any operational process changes. Contractor will be responsible for conducting comprehensive application training during Train-the-Trainer trainings.

Project Implementation and Go Live Support

Activities, Tasks, and Milestones:

- Final Data Conversion
- Data Validation Testing
- Production Application Cutover
- Go Live Support

Contractor will develop an extensive and carefully structured plan to provide services for the implementation of the System. These services will include organization and execution of cutover activities necessary to transition to the new System.

- **Project Close Out & Support and Maintenance**

Activities, Tasks, and Milestones:

- Code Escrow
- Project Documentation & Artifacts Transfer

This phase formalizes the project's end and documents that all requirements have been met and all Deliverables have been received by SECRETARY OF STATE'S OFFICE.

Contractor shall provide SECRETARY OF STATE'S OFFICE with all the tools, documentation, and training necessary to administer the TotalVote application as a functional consumer of the product for the duration following and including implementation and the agreed upon warranty period.

Contractor shall establish a code escrow deposit with Contractors trusted vault provider and in the event of force majeure authorize vault provider to relinquish source code artifacts to enable continuation of support by Secretary of State.

Data Conversion

Contractor shall extract all existing data from the State repository. Every data element from the State repository and local databases that will be migrated to the System will be mapped and documented, including values. Any and all data corrections will be documented by the Contractor.

SECRETARY OF STATE'S OFFICE Resources

Contractor shall work directly with a Database Analyst (DBA) from the SECRETARY OF STATE'S OFFICE Team to create processes to extract data and images from the legacy System.

Data Extraction and Preparation

The DBAs of both teams will collaborate to create extract, transmit and load procedures (ETL) for moving the data and images to the System. The DBAs will coordinate with the Business Analyst(s) and the Quality Analyst(s) to ensure the extraction, cleansing and converting of all data is completed in a manner that is fully consumable into the business process and software logic of the System.

Data Mapping Rules

The SECRETARY OF STATE'S OFFICE DBA Team will provide a data dictionary of the legacy Systems data structure and full data extracts. The Contractor DBA will work to fully analyze the data sets against the data structure of every field. Contractor will document the mapping of data to the System and present small trial conversions for verification. Legacy fields that do not have an "exact fit" will be reviewed with the SECRETARY OF STATE'S OFFICE Team to determine the best course.

Resources for Data Scrubbing

The Contractor DBA may identify outlying data that does not fit the definition of the field and requires "data scrubbing" or cleanup in preparation for conversion. Data scrubbing may be necessary on both the State and local level. These will be logged as conversion tasks. The SECRETARY OF STATE'S OFFICE Team DBA will manage the tasks associated with data cleanup. These tasks may be handed off to be managed by various members of the SECRETARY OF STATE'S OFFICE Team depending on the nature of the problem and who owns the process that manages the data.

Strategies for Final Conversion

With final conversion, the legacy Systems will remain searchable, to be used as a reference for the new System conversion. Contractor's process will not rely on data sampling to ensure quality data. Contractor's conversion process will verify the converted content of all tables by comparing metrics supplied by backend queries against the legacy Systems.

Test Data Migration

Prior to the final data migration, the Contractor shall run at least one test migration to identify problems, bottlenecks and to capture metrics at key migration checkpoints. The resulting timing metrics will

provide the input for scheduling of the final conversion. This conversion approach ensures that all records are correctly transferred without the need to conduct random spot checks of data from individual records. It also provides timing statistics necessary for scheduling the conversion.

User Acceptance Testing

User Acceptance Testing is performed and managed by the SECRETARY OF STATE'S OFFICE Team in the test Environment with known defects documented. With Scrum Development Methodology, as each iteration is verified by Contractor's Quality Team, releases will be delivered to the SECRETARY OF STATE'S OFFICE Test System. Either the Contractor Project Manager or the Contractor Project Liaison will demonstrate the Contractor tested and delivered components to be tested. Prior to testing, the team will have already concurred on Acceptance criteria for new functionality, test methods to be used, and known defects. The SECRETARY OF STATE'S OFFICE Team will then perform Acceptance testing on the delivered components. The SECRETARY OF STATE'S OFFICE Team may perform varying degrees of Acceptance Testing, potentially including integration testing, depending on the degree to which other System application components are dependent on much the delivered component. Any error or defect found during user Acceptance testing will be corrected by the Contractor.

Training

User Training for the System will take place after development has been completed for all modules and prior to User Acceptance Testing (UAT). Contractor will use a "train the trainer" methodology to train SECRETARY OF STATE'S OFFICE personnel to become 'super users' of the software.

Training Approach and Curriculum

For the "train-the-trainer" training sessions, Contractor shall work with the SECRETARY OF STATE'S OFFICE Team to finalize a user training schedule and plan.

Contractor will provide the following remote "train the trainer" sessions for SECRETARY OF STATE'S OFFICE designated training staff:

- Provide training to SECRETARY OF STATE'S OFFICE trainers on all modules completed throughout the Project (relevant to both State and local users)
- Assist SECRETARY OF STATE'S OFFICE staff in the use of Contractor provided training materials
- Facilitate a dry run of the training session and make recommendations to SECRETARY OF STATE'S OFFICE staff on clarity, flow, and accuracy of training presentation
- Make modifications to training materials as necessary

WARRANTY AND SUPPORT

Warranty

Contractor shall provide handholding and support to users for four weeks after go-live to ensure a smooth deployment for the System users. Additionally, Contractor shall provide a warranty period, so that any System defects found in the first 6 months after go-live can be fixed.

Maintenance and Support

The following services are provided as a part of the standard maintenance and support under the Master Software and Services Agreement:

- Bug Training and technical support in support of the releases due to bug fixes are also included at no charge. Product Enhancements, as determined by Contractor, will be quoted as a separate, additional cost. Most State legislatively driven solution changes would classify as enhancements, however, any changes made to federal law shall be provided at no additional cost.
- Patches and Upgrades to support ongoing architectural changes and MS Windows, Browser updates and Microsoft SQL Server upgrades.
- Regular status meetings/conference calls.
- During the first election and primary for which the System will be used, the Contractor shall have a technical expert available during the hours of the election and primary to assist with any technical issues that may arise during the election or primary day.

Maintenance Releases and Patches

Contractor classifies releases and patches in two categories:

- Standard
- Emergency

Standard releases and patches are provided on a regular schedule. Each release and patch are tested, and all necessary training and documentation is included. Emergency releases and patches are provided upon request from a designated SECRETARY OF STATE'S OFFICE Representative and can be provided within 24 hours of completion of the work requested.

Major and Minor Release Cycles

All major and minor release cycles are catered to SECRETARY OF STATE'S OFFICE specific requirements.

Frequency for Major and Minor Upgrades

Major and minor upgrades are handled on a mutually agreed upon schedule, typically annual and monthly bases respectfully.

Typical Downtime for Major and Minor Upgrades

The major and minor upgrades are conducted after-hours and usually require less than one hour of downtime. Any emergency upgrade that requires System downtime during regular business hours is only conducted upon request from designated personnel.

Effort Level for Upgrades

The majority of upgrades are conducted utilizing automated scripts and are managed by Contractor's senior support personnel to ensure minimum downtime and effort.

Upgrade and Patch Process

During the warranty period, all patches and upgrades will be free of charge. Patches and upgrades are also covered under the support and maintenance agreement after the warranty period.

Database Schema Extension and Upgrade/Patch Process

All database schemas are conducted through automated scripts that shall update, add, or remove database objects. Any updates that require data transformation is also managed through automated scripts. Any external interfaces that are impacted due to any database changes are also updated.

Configuration and Customizations during Upgrades

As mentioned above, all customization and configurations are handled through automated scripts.

Documentation – Administrator & End Users

Contractor shall provide documentation for System administrators as well as support for end users. End user support, including user manuals and guides, shall be available within the System application and accessible through any browser. Following go-live, the SECRETARY OF STATE'S OFFICE will manage any and all documentation updates.

Legislatively Driven Updates

Contractor shall incorporate ongoing changes in federal legislation and regulations as an integral part of Contractor's System development and change management methodology. As part of Maintenance and Support, Adaptive Maintenance allows for changes to be built into the System. During the course of the project, the Contractor shall work with the SECRETARY OF STATE'S OFFICE team to incorporate new State law requirements or regulations as follows.

- When any new legislation or regulations are introduced, Contractor is informed by SECRETARY OF STATE'S OFFICE.
- Contractor will evaluate the functionality/technical impact of these regulations and any variance they result in from the application architecture/functionality.
- Contractor analyzes the gap and estimates the effort it will take to add these to the System.
- This flows into normal change control where the effort estimates are presented to the SECRETARY OF STATE'S OFFICE and upon mutual agreement on the effort, the cost impact and schedule impact are formalized in a change order.
- The change order work is then executed and as part of the functional changes, all test scripts are updated, or new ones written to test the functional and technical changes.
- These changes are then tested by the SECRETARY OF STATE'S OFFICE SMEs to make sure the System is compliant with the new regulations.

State Responsibilities

a. State agrees to participate in all required meetings, interviews, and collaboration activities as identified and scheduled during the project kickoff event and subsequent project management meetings.

b. State is responsible to provide or cause access and information for any/all internal systems, any/all third-party systems, any/all dependent data sources, and/or components with dependencies to the development roadmap and/or implementation timeline, including, but not limited to, those systems which are provided or maintained by other vendors, customer partners, or SECRETARY OF STATE'S OFFICE – should access/information to dependent systems not be allowed or available in a timely manner, details for roadmap and implementation timeline items with such dependencies will be limited and/or incomplete.

c. State shall designate a single point of contact to whom all Contractor communications may be addressed and who has the authority to act on all aspects of the Services throughout the duration of the project; such contact shall be available during Monday through Friday, 8:00am to 5:00pm Eastern Standard Time, excluding holidays, as defined by SECRETARY OF STATE'S OFFICE.

d. If on-site work is necessary, State shall provide and or cause reasonable access to all applicable State sites and facilities, including where necessary, computer equipment, telecom equipment, facilities, workspace, and telephone for the Contractor's use during the implementation and development of the System.

e. SECRETARY OF STATE'S OFFICE will explain questions in regard to State Election Law, as it pertains to function and performance of the System.

f. State subject matter experts must have critical knowledge of the operations and the business itself.

g. The State shall, within a reasonable timeframe provide written feedback on all project artifacts, documents, presentations, or completed software functionality developed or updated by the Contractor.

h. To the extent that SECRETARY OF STATE'S OFFICE is the owner of any development tools necessary for the Contractor's Performance, SECRETARY OF STATE'S OFFICE shall provide software licenses, as mutually agreed upon, for such development tools for the duration of the Project.

i. State shall supply access information and credentials to identified engineer(s) from the Contractor for all existing equipment, computing environments, and/or data, pursuant to existing state security protocols that need to be accessed, configured, or may need to be reviewed or modified before Project commencement. Access to "Production" needs to be reviewed and agreed upon prior to work.

Other Contractor Responsibilities

- The Contractor will not be responsible for technical support and/or troubleshooting System outages / errors that occur in any State dependent or related systems or environments that impact the Deliverables or System – the Contractor will not be responsible for delays that result from the failure of the State to resolve such outages and/or errors in a timely manner.

- The Contractor will not be responsible for errors that result from bad/inaccurate data being provided to the Contractor during Performance and the implementation of the Deliverables.
- Contractor will assign all staff as to best-fit total requirements and no individual employee is being specifically promised or quoted for this Project.
- State agrees to allow the Contractor the ability to publicly discuss and showcase the work being performed for State. This provides the Contractor the ability to demonstrate credibility with other clients in support of future business growth and to demonstrate customer success.

STAFFING

Contractor will maintain sufficient and competent Deliverable staff and other resources consistent with the requirements of this Contract and any resulting Purchase Order and SOW satisfy all Contractor obligations for each Deliverable and System.

Contractor represents and warrants that appropriately skilled individuals will be assigned to the project.

PROJECT MANAGEMENT

At the onset of the Project, Contractor will establish the processes and tools required to manage and control the Project, in consultation with the SECRETARY OF STATE'S OFFICE.

Contractor will track the Project status and update applicable portions of the Project Schedule to reflect the status of the Project against the baseline Project Schedule. In addition, Contractor will update risks and issues logs for the Project proactively identifying risks and issues to be reviewed with the SECRETARY OF STATE'S OFFICE.

Contractor will provide the SECRETARY OF STATE'S OFFICE with written Project Status Reports. The Project Status Report will capture, at minimum, the status of the Project including:

- Simple graphical statuses (i.e., red/yellow/green color codes) of scope, schedule, resources, and budget
- Accomplishments of the last reporting period and objectives for the next reporting period
- Contractor and SECRETARY OF STATE'S OFFICE responsibilities for the next reporting period
- One-page graphical summary of all major tasks and subtasks in the Project Schedule
- Action items including respective owner(s) and due dates
- Key dependencies including external dependencies and between tasks and activities
- Important decisions made and/or outstanding decisions to be made, with target dates
- Pending scope change requests with appropriate justification

Contractor shall track the state of each functional and non-functional requirement from new to accepted (by SECRETARY OF STATE'S OFFICE) within the Microsoft DevOps environment and shall create and provide "always current" dashboard views to the SECRETARY OF STATE'S OFFICE team displaying project metrics at the detailed level.

Contractor will develop and maintain a Project Information Library in a single online repository used to store, organize, track, control, and disseminate all information and artifacts produced. The Project Information Library will be used by Contractor, SECRETARY OF STATE'S OFFICE staff, and other key stakeholders.

The Project Information Library will include a file structure with defined access and permissions, including administrator rights for SECRETARY OF STATE'S OFFICE staff. It will also include a web or portal interface for individuals to remotely view/manage

Project information and documentation and provide comments or capture issues for the Project Team.

Contractor will store all work products and Deliverables in the Project Information Library for the duration of the
Project. Work products and Deliverables must be uploaded to, and made available through, the Project Information Library after completion of the related Project event or activity. For Deliverables, the delivery timing governs the latest by which the Deliverables must be uploaded to the Project Information Library. For any other items, the materials shall be made available to the SECRETARY OF STATE'S OFFICE no more than one (1) week after the Project event or activity. At the end of the Project, Contractor will archive relevant Project artifacts and turn the Project Information Library over to the SECRETARY OF STATE'S OFFICE. At no cost to the State, the Contractor and Contractor Parties shall, after (i) receiving a written request from the SECRETARY OF STATE'S OFFICE, (ii) receiving final payment from the SECRETARY OF STATE'S OFFICE, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

Statement of Work
State of South Dakota
Secretary of State
05.16.24
Version 1.0

Contractor will provide a comprehensive election management system for use by State and county election officials to run state and local elections according to state and local laws and regulations. Contractors' system will include end-to-end election capabilities including:

- User access with assigned user roles and maintenance using multi factor authentication.
- Current and historical voter registration and voter roll maintenance with the ability to pre-register underage voters, manage temporary alternate addresses, processing of voter correspondence, and real time validation of voter identity.
- Ability to manage precincts/ sub precincts, districts, and their association as well as the managing districts, offices, and office holders.
- Interfacing with national and local agencies such as Dept of corrections, Driver's License Division, Division of Vital Statistics, and SSA.
- Election setup and administration including candidates, races, ballot questions, party, and polling place management.
- Capabilities to initiate and process ballots delivered by mail, email, etc.; reissue ballots and cure ballots issues.
- Petition management with the capability to create sample packets, compare petition signatures to current voters.
- Capability to create and maintain candidate biographies.
- Data accessibility and system activity logging.
- Canned and ad-hoc operational, audit and exception reporting to support all phases of the election lifecycle.
- Online voter registration application and voter portal site.

Objectives

Contractors' system will address the following headers:

1. **User Management**
    a. The use of multi factor authentication (MFA)
    b. Ability to add, modify, suspend, or remove user access, permissions, and roles.
    c. Ability for State users to work as county users.

2. **GIS Capability**

a. Ability to do redistricting either due to a Census update or to county changes, the system must be able to update voter records with new precincts.
b. Ability to do address geocoding and precinct assignment when entering or editing addresses.
c. Ability to view visual maps that show street names, house numbers, and plot points for the address being processed.
d. Ability to manually plot an address to get X/Y coordinates and precinct.

3. **Public Interface**
    a. Provide a secure online voter registration portal, or be able to interface with one, for eligible voters and pre-registration of underage voters.
    b. Availability of a secure online portal where voters can get information on their registration status and upcoming elections, races, candidates, and polling places for their precinct, etc.

4. **County Preference Management**
    a. Ability to add, modify, or delete county and clerk contact information.
    b. Ability to set and update printers and settings.
    c. Ability to work with municipalities that cross county boundaries.

5. **Party Management**
    a. Ability to add, modify or delete political parties and their information.
    b. Ability to designate which voters can participate in a party's primary election.

6. **Precinct, District and Office Management**
    a. Manage precincts and sub-precincts (splits)
    b. Manage districts, offices, and office holders.
    c. Manage precinct to district associations.
    d. Ability to create and maintain voter participation areas.

7. **Polling location Management**
    a. Polling location management with the ability to mark a location as an "Early Vote Center", a "Normal Vote Center", or both.
    b. Ability to manage association of polling locations/vote centers with precincts by election.

8. **Election Management**
    a. Ability to create election templates including setting election name, election date, registration deadlines, political party participation and election types.
    b. Ability to add, modify, or delete races in each election and advance candidates through elections (i.e., primary to general).

c. Ability to add, modify or delete candidates for a given election, their advancement in the races (candidate status), and candidate forms management including filing and signature gathering.
d. The ability to add, modify or delete ballot questions and issues and customize the responses.
e. Ability to add, modify, or delete judicial retention questions in an election.
f. Ability to copy all candidates and races from one given election to another given election.

9. **Voter Management**
    a. Voter Record
        i. Ability to queue voter registration records, from multiple sources, and present them to system users for processing (adding or merging).
        ii. Ability to search for a voter record using multiple criteria. Ability to manage voters' personal information and verify their identity.
        iii. Voter status changes manually and automatically based on business rules.
        iv. Ability to capture and save signatures to a voter's record including on demand from DLD.
        v. The ability to manage and restrict voters' party affiliation changes.
        vi. Ability for voters to select a primary ballot other than for their affiliated party.
        vii. Ability to manage voters' privacy classification.
        viii. Addressing:
            1. The ability to manage domestic and international mailing addresses.
            2. The ability to manage ballot alternate delivery methods and destinations (including fax and email) domestic and international for designated dates.
        ix. Ability to manage communication with voters including confirmation cards, voter information cards and others.
        x. The ability to add notes to the voter record.
        xi. Ability to manage voters needing special accommodations.
        xii. Ability to preregister underage voters, protect their data and auto activate their records when they become eligible to vote.
    b. Documents and Signatures
        i. Ability to capture and store individual or batch scanned documents or signatures and associate them with the correct voter.
    c. Ability to view historical changes for a voter including registration, voting, ballot, petition, documents, and signature histories.
    d. Ability to process new online and manual registrations and updates, match the registration to an existing voter, if it exists.

e. Ability to process new registrations and updates from DLD, match the registration to an existing voter, if it exists.
f. Ability to identify duplicate voters based on varying criteria and resolve them.
g. Ability to transfer voters to another county.
h. The ability to merge two or more voter registrations and / or voter records including associated documents.

10. **External Interfaces**
    a. The ability to process Dept. of corrections felons file and restrict voters who are currently incarcerated from voting in elections.
    b. The ability to generate a list of active voters and related information for use in jury selection.
    c. The ability to process Dept. of vital statistics files so that deceased individuals can be removed from the voter roll.
    d. The ability to process and manage data from external sources (NCOA, etc.) to update voter rolls.
    e. The ability to validate voter identity through SSA real-time.
    f. The ability to validate voter identity through DLD real-time.

11. **Ballot Management**
    a. Ballot extracts for
        i. By Mail
        ii. UOCAVA (by mail, email & fax)
        iii. Reissued ballots
    b. The ability to create and process provisional ballots.
    c. The ability to generate a sample ballot and post it on the voter portal so voters can preview the sample ballot for their respective precinct in each election.
    d. Ability to incorporate ballot processing from
        i. Ballot processing equipment using the State's specific format and process
        ii. Manual batch scanning
        iii. Undeliverable mail/ballots
    e. The ability to identify and spoil or unspoil ballot(s) for a voter for a given election with an option to reissue a new ballot.
    f. The ability to identify and resolve duplicate voting history for a voter in an election.
    g. Ability to track curable ballots and letters to completion.
    h. The ability to run required reports to validate and reconcile election and ballot activities.

12. **Petition Management**

a. Ability to add, modify, and delete petitions, including setting signature thresholds, on a statewide and county level for traditional and candidate petitions.
b. Allow users to determine packet numbering range.
c. Ability to generate and save/print sample packet template(s) and forms for collecting petition signatures
d. Allow users to compare signer data against voter records, including signature and residence, for verification and assign a status manually or automatically based on business rules.
e. Ability to view and export processed signer records by status either at a packet or petition level.
f. Ability to generate and save/print petition operational and audit reports
g. Ability to access past petitions and all their relevant information.

13. **Annual Processing**
    a. Manage pre-registered voters that will be eligible to vote in the next election.
    b. Manage voters who need to be inactivated due to inactivity.
    c. Manage voters who should be marked as removable due to inactivity.

14. **Reporting and Data Access**
    a. Availability of canned operational reports for all modules above.
    b. Ability of users to set up preferences and subscribe to reports.
    c. Public service requests - reports for public, political party, and internal use.
    d. The ability to create and run ad hoc reports.
    e. Availability of State or county dashboards.

15. **Data Backup Accessibility: The Ability to Meet State Data Backup Requirements**
    a. Ability to create and maintain snapshots or system backups several times per year.
    b. Ability to access the data in those backups for business needs.

16. **System Activity Logging**
    a. User access logging
    b. User modification logging
    c. System batch process logging

PART A: Definitions

Acceptance Criteria: These are the necessary conditions of satisfaction that must be met for the item or deliverable to be considered accepted by SDSOS. They are specific to each deliverable. Also known as Deliverable Acceptance Criteria.

Bug: Also sometimes referred to as issue, this is an error, flaw, failure, or fault in a computer

program or system that causes it to produce an incorrect or unexpected result, or causes it to behave in unintended ways.

Change Control Plan: This is the process for dealing with changes within the project that differ from the original scope.
Enhancement: This is any release, version, improvement, modification, upgrade, update, or addition to the Solution that Contractor makes available following the change control procedure upon the customer's request and an agreed upon change request.

TotalVote: This is Contractor's centralized voter registration and election management system. It will be the basis for the Solution.

User Acceptance Testing (UAT): This is a type of software testing in which users utilize a new software product as they would in performing their daily work, and assess it in terms of usability. Feedback is given to the development team for possible changes. This is done before the final release of the software into production.

VR (Voter Registration System): This is a software module that will be included in the Solution, and will support activities related to voter registration.

PART B: Deliverables

Deliverable 0 – Licensing

Task Item	Del. #	Description
Licensing	0.1	Contractor will deliver Solution licensing fee invoice to SOS. A license will be granted immediately upon payment of licensing fee. **Deliverable Format:** Invoice **Acceptance Criteria:** Licensing Invoice matches Contract terms and conditions.

Deliverable 1 – Project Initiation

Task Item	Del. #	Description
Project Org Chart	1.1	Contractor will provide project org chart to SOS. **Deliverable Format:** Adobe PDF document **Acceptance Criteria:** Project team outlines roles and escalation process.
Preliminary Project Schedule	1.2	Contractor will provide preliminary schedule (items prior to GAP analysis) to SOS. **Deliverable Format:** Adobe PDF document

		Acceptance Criteria: Schedule covers items prior to GAP analysis.

Deliverable 2 – Data Conversion

Task Item	Del. #	Description
Data Conversion	2.1	Data Extract Data Conversion Image Conversion Data Import **Deliverable Format:** Counting queries **Acceptance Criteria:** Counting queries match legacy system queries.

Deliverable 3 – Project Planning

Task Item	Del. #	Description
Change Control Plan	3.1	The Change Control Plan is in place to ensure that scope is adhered to within the project. It will outline how to request changes and receive estimates on items not included in the original SOW. **Deliverable Format:** Adobe PDF document **Acceptance Criteria:** Provides instructions on requesting an estimate and estimate approval for items not included in the original SOW.
System Security Plan	3.2	Security plan delivered to SD will cover TotalVote compliance and control attestation specific to Fed Ramp and NIST SP 800 guidelines. SD Security team to review with TV Staff and achieve acceptance. **Deliverable Format:** Adobe PDF document **Acceptance Criteria:** System Security plan submitted to SOS.

Training Plan	3.3	TV to deliver release-based demonstrations and training for appointed SOS members, with included recordings, and manuals. **Deliverable Format:** Adobe PDF document **Acceptance Criteria:** Training plan outlines the train the trainer process.
Project Schedule	3.4	Deliver initial project schedule based on the gaps to achieve the deliverables outlined within Exhibit B and adjust to meet optimum with SD capacity. Achieve signoff on schedule, which will be updateable via change control plan process. **Will be delivered AFTER Gap Analysis to determine the level of development necessary.** **Deliverable Format:** Adobe PDF document **Acceptance Criteria:** Schedule outlines dates for specific delivery items until the end of the project (go live).

Deliverable 4 – Solution Design

Task Item	Del. #	Description
Stand up Development branch of infrastructure.	4.1	Development branch must be created for KNOWiNK staff. **Deliverable Format:** Hosting Invoice **Acceptance Criteria:** Development branch created.
Stand up Test branch of infrastructure.	4.2	Upon creation of the Test branch, SOS staff will receive user login information and access. **Deliverable Format:** Hosting Invoice **Acceptance Criteria:** SOS staff have access to Test branch.
Stand up Production branch of infrastructure.	4.3	Production branch will be created near the end of the project. This is where all LIVE work will be captured. **Deliverable Format:** Hosting Invoice

		Acceptance Criteria: SOS staff will receive login credentials.
Data Mapping	4.4	Establish Data Mapping Standards and Definition between TV and SD data sources via tabular documentation. **Deliverable Format:** **Acceptance Criteria:**
Interface Design	4.5	Build interface specs to include endpoints, API keys, network availability, and receive and review API contracts if available. **Deliverable Format:** **Acceptance Criteria:**

Deliverable 5 – Delivery

Task Item	Del. #	Description
Release 0: OOBE	5.1	Initial OOBE infrastructure and Core Code Release with demonstration of function. VR and admin districts precincts users' permissions with demonstration of function. TotalAddress Points and Layers usable by VR module with demonstration of function. Election Management & Ballot Management. Creating and issuing correct ballots to voters with demonstration of function. Public Portal, Petitions Management, OLVR. **Deliverable Format:** TotalVote Base System login **Acceptance Criteria:** Demo provided of OOBE system to SOS.

Deliverable 6 – GAP Analysis and Development

Task Item	Del. #	Description
GAP Release 1	6.1	Voter Registration GAP analysis performed. Following GAP analysis, development will begin

		and upon completion will be released to SOS as GAP Release 1. **Deliverable Format:** Meeting with demo of GAP functionality. **Acceptance Criteria:** Demo provided that covers agreed upon GAPs.
GAP Release 2	6.2	Total Address **Deliverable Format:** Meeting with demo and GAP analysis. **Acceptance Criteria:** Demo provided that covers agreed upon GAPs.
GAP Release 3	6.3	Election Management **Deliverable Format:** Meeting with demo and GAP analysis. **Acceptance Criteria:** Demo provided that covers agreed upon GAPs.
GAP Release 4	6.4	Public Portal, Petitions Management **Deliverable Format:** Meeting with demo and GAP analysis. **Acceptance Criteria:** Demo provided that covers agreed upon GAPs.
GAP Release 5	6.5	Final OOBE Base Release **Deliverable Format:** Meeting with demo and GAP analysis. **Acceptance Criteria:** Demo provided that covers agreed upon GAPs.

Deliverable 7– TotalVote Labs

Task Item	**Del. #**	**Description**
TotalVote Labs Election Night Reporting Base Release	7.1	Election Night Reporting base module will be demonstrated to SOS staff.

		Deliverable Format: Meeting with demo. **Acceptance Criteria:** Meeting with demo completed.
GAP analysis Election Night Reporting	7.2	GAP analysis performed on Election Night Reporting module to ensure SOS does not lose current functionality. **Deliverable Format:** Meeting with demo and GAP analysis. **Acceptance Criteria:** GAP analysis conducted during meeting.
TotalVote Labs Campaign Finance Base Release	7.3	Campaign Finance base module will be demonstrated to SOS staff. **Deliverable Format:** Meeting with demo. **Acceptance Criteria:** Meeting with demo completed.
GAP analysis for Campaign Finance	7.4	GAP analysis performed on Campaign Finance module to ensure SOS does not lose current functionality. **Deliverable Format:** Meeting with demo and GAP analysis. **Acceptance Criteria:** GAP analysis conducted during meeting.
Final TotalVote Labs Release	7.5	Meeting with demo. **Deliverable Format:** Final demo on Campaign Finance and Election Night Reporting modules. **Acceptance Criteria:** Demo provided that covers agreed upon GAPs.

Deliverable 8 – Training and Knowledge Transfer

Task Item	Del. #	Description
Software Training	8.1	Software Training for Administrative staff creating usernames managing counties, permissions, MFA token management, configuration to

		properly manage software in house for Tier 1 support **Deliverable Format:** Meeting to cover training with recording. **Acceptance Criteria:** Recording of meeting provided to SOS.
Application Training	8.2	Pre-UAT for each Released Module with a Demonstration to SOS designated Trainee's. Trainees will conduct Train the trainer and hold responsibility for internal Trainee stakeholders. **Deliverable Format:** Meeting recording. **Acceptance Criteria:** Meeting recordings provided to SOS following demonstrations.
Election Night Reporting Training	8.3	Training on Election Night Reporting module. **Deliverable Format:** Meeting recording. **Acceptance Criteria:** Meeting recordings provided to SOS following demonstration.
Campaign Finance Training	8.4	Training in Campaign Finance module. **Deliverable Format:** Meeting recording. **Acceptance Criteria:** Meeting recordings provided to SOS following demonstration.

Deliverable 9 – Project Implementation and Go Live Support

Task Item	Del. #	Description
Final Data Conversion	9.1	Final conversion and database sync completed **Deliverable Format:** Data imported into Production branch. **Acceptance Criteria:** Counting queries that match the legacy system.
Data Validation Testing	9.2	Modern system reports accurate vs legacy system data reports as outlined in final data migration report. **Deliverable Format:** Counting queries provided.

		Acceptance Criteria: Counting queries match legacy system.
Production Application Cutover	9.3	Cease legacy system work and begin modern system execution. **Deliverable Format:** Legacy system no longer used. **Acceptance Criteria:** Solely using the new TotalVote system as system of record.
Go Live Support	9.4	Support for SOS staff to be provided by Project Manager available for issues 24/7 one week before and one week following go-live. **Deliverable Format:** Email **Acceptance Criteria:** Emergency contact information and guidance on how to submit issues to Project Manager.

Deliverable 10 – Project Close Out

Task Item	Del. #	Description
Project Documentation and Artifacts Transfer	10.1	Documentation including user manuals, relevant training materials, architecture documentation, security documentation. **Deliverable Format:** Adobe PDF and Word Documents **Acceptance Criteria:** User manuals, training materials, security documentation and architecture documentation provided to SOS.

Part C: Software License and Support

1. UPDATES AND UPGRADES: Any upgrades and updates provided by Contractor are subject to the terms of this Contract. Updates comply with the Security requirements in the Contract.
2. BUG FIXING AND REMOTE DIAGNOSTICS: Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems.
3. TECHNICAL SUPPORT AND MAINTENANCE: If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond

to SDSOS in a reasonable time when SDSOS makes technical support or maintenance requests.

SOFTWARE WARRANTY:
Contractor warrants for a period of six months from the date of acceptance (go-live) that the software portions of the Goods and Custom Deliverable, including Software as a Service, that Contractor directly or indirectly provides will:

a. Perform in accordance with the specific requirements of this SOW and all specifications and documentation for the software;
b. Be suitable for the ordinary purposes for which such goods and custom deliverables are used;
c. Be suitable for any special purposes that SDSOS has relied on Contractor's skill or judgment to consider when it advised the State about the Goods or Custom Deliverables;
d. Have been properly designed and manufactured; and
e. Be free of significant defects. Contractor shall provide SDSOS with bug fixes and inform SDSOS of any known software bugs or software defects that may affect the state's use of the software.