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CONTRACT ADMENDMENT NO. 1
TOTAL VOTE ELECTION SOFTWARE AND IMPLEMENTATION
SOS-SOLSRC-2019-0007K

This Contract Amendment #1 is to amend the above-referenced contract between the State of Montana, acting by and through the Secretary of State, (the "State", "SOS", "Department", or "Licensee"), whose address and phone number are P.O. Box 202801, State Capitol Building, 1301 East Sixth Avenue, Helena, MT 59620, (406) 444-2034 and BPro, Inc., (the "Contractor" or "Licensor"), whose address and phone number are 124 W Dakota Ave, Pierre, SD 57501, (605) 609-2494. This contract is amended for the follow purposes:

1. Update terms and definitions in the original contract plus other modifications.
    a. The term "Department" has generally been replaced by the term "SOS". As noted above this term has the same meaning and is used interchangeably.
    b. Added definitions for the terms "User Story" and "Solicitation"
    c. Add clarification to Sections 4.2.1, 4.2.3, and 6.1.
    d. Changed the responsibility of hosting for Team Foundation Server in Section 17.7.
    e. Updated Section 26.6.1 with the SOS project manager Suzanne Davis.
2. Revised and updated Appendix A Statement of Work, Appendix B – Work Plan, and Appendix C – Software Fees, Maintenance Services, and Performance Standards.
3. Attached to this Amendment #1 are the revised Contract and Appendices which replace the Contract in its entirety with the exception of this amendment.
4. By Signing below, both parties mutually agree to the terms of this contract amendment and, through their authorized agents, execute this amendment on the dates set forth below:

STATE OF MONTANA
Secretary of State
PO Box 202801
Helena, MT 59620

BY: Christi Jacobsen Chief of Staff
(Name/title)

BY: DocuSigned by: Christi Jacobsen F66A19B233E54EB...
(Signature)

DATE: 11/26/2019

BPRO INC.
124 W Dakota AVE
PIERRE, SD 57501

BY: [redacted] President
(Name/Title)

BY: DocuSigned by: [redacted] 251776F9F0F64BD...
(Signature)

DATE: 11/26/2019

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Approved as to Legal Content:

DocuSigned by:
2B198D655A35403...

11/22/2019

Legal Counsel (Date)

Approved as to Form:

DocuSigned by:
Meghan Holmlund CPO
C4610F4BBAD7400...

11/22/2019

Procurement Officer (Date)
State Procurement Bureau

Chief Information Officer Approval:

Contractor is notified that, under the provisions of 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

DocuSigned by:
Tim Bottenfield
5618EC5E091042A...

11/25/2019

Chief Information Officer (Date)
Department of Administration

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CONTRACT

SOS-SOLSRC-2019-0007K

BETWEEN

THE MONTANA SECRETARY OF STATE

AND

BPRO, INC

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TOTAL VOTE ELECTION SOFTWARE AND IMPLEMENTATION

SOS-SOLSRC-2019-0007K

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THIS CONTRACT AND SOFTWARE LICENSE AGREEMENT (the "Contract" or "Agreement") is entered into by and between the State of Montana, acting by and through the Secretary of State, (the "State", "SOS", "Department", or "Licensee"), whose address and phone number are P.O. Box 202801, State Capitol Building, 1301 East Sixth Avenue, Helena, MT 59620, (406) 444-2034 and BPro, Inc., (the "Contractor" or "Licensor"), whose address and phone number are 124 W Dakota Ave, Pierre, SD 57501, (605) 609-2494.

RECITALS

The Montana Secretary of State ("SOS") is procuring Solutions and Services to support election management and voter registration for the State.

SOS issued a "Notice of Intent to Award a Sole Source Contract" to contract for a Commercial Off-the-Shelf (COTS) electronic elections management and voter registration system based on Contractor bid and other information provided to SOS.

Contractor desires to enter into an agreement with SOS to provide the system and associated services for the State of Montana and political subdivisions.

SOS and Contractor have agreed that the terms and conditions of this Contract shall govern Contractors' provision and associated Services to implement the system and license the software.

Therefore, in consideration of the foregoing Recitals and the mutual promises and covenants as set forth below, the parties agree as follows:

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1. DEFINITIONS

"Acceptance": A Notice from the SOS to Contractor that a Deliverable or Service has conformed to its applicable Acceptance Criteria in accordance with the process described in Section 4.3**.**

"Acceptance Date" means the first Business Day after the day the State accepts the Software.

"Acceptance Criteria": The Specifications against which each Deliverable will be evaluated in accordance with Section 4.3**.** The DEDs, defined in this Section, state the Acceptance Criteria for a Deliverable. Examples of Acceptance Criteria are the Performance Standards, warranties, and other requirements described in this Contract, the DEDs and any subsequent amendments, and Change Orders.

"Acceptance Tests": The tests and validation activities that the SOS performs to determine there are no Deficiencies in the Services or Deliverables, and that must be satisfied before Acceptance can occur as set forth in Section 4.3, including without limitation, User Acceptance Tests.

"Availability": The time that the System, in whole and in part, is Operational, as measured 24 hours a day, Monday through Sunday, on a monthly basis.

"Business days": Monday through Friday, 8:00am to 5:00pm, Mountain Time, except for holidays observed by the State of Montana.

"Change Order": A written form, in response to a Change Request, that is mutually agreed by the SOS and Contractor, that modifies, deletes, or adds to the Deliverables or Services, in whole or in part, and that is made in accordance with the terms of Section 4.

"Change Request": A written form used to propose that the Deliverables or Services be modified, deleted, or added to, in whole or in part, made in accordance with the terms of Section 4.

"Charges": The amount(s) to be paid for Services and Deliverables under this Contract, in whole or in part, as described in Appendix A – Section 12 and any subsequent written amendments or Change Orders.

"Commercial Off-the-Shelf" or "COTS": Software and associated System generally available from a vendor that requires little to no custom programming or code development to implement.

"Confidential Information": Information that either the Contractor or the SOS wants to protect against unrestricted disclosure or meets the definition of Bona-fide Trade Secret. Proprietary Information, defined below, is one category of Confidential Information.

It also means, subject to Montana's open records laws, all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. If the Confidential Information is disclosed orally, the disclosing party shall reduce the information to writing within 10 days of disclosure. Failure to put the information in writing eliminates the obligation to keep the information confidential. With respect to the State, Confidential Information shall also include any and all information transmitted to or stored by Contractor in connection with performance of its

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obligations under this Contract, including, but not limited to, personally identifiable information ("PII") or Confidential Personal Information of residents, employees, or people recorded on data of the State, as defined below.

"Confidential Personal Information": Information concerning a person provided to the Contractor by SOS or acquired by the Contractor on behalf of SOS, whether verbal, written, electronic, or in other forms. This is information that SOS must limit access to authorized individuals only and prevent public access or release is confidential. Examples of Confidential Personal Information are a person's name; social security number; driver's license number; street and postal addresses; phone numbers; email addresses; financial information, including credit card information, account numbers, PINS, and passwords; eligibility for public services or benefits; patient records; any information that could reasonably identify a person; and information obtained from third parties that is protected as confidential. This includes information defined in §2-6-1501 of the Montana Code Annotated.

"Configuration(s)": The setting up of rules and workflow processes to be used in implementing specific business decisions related to metadata of SOS without using programming language or database queries, and the entering of data into tables that a software "rules engine" or other mechanism will process to determine variables such as workflow sequences and value limitations without altering the Software source code.

"Confirmation": Receipt by SOS of Notice with full supporting and written documentation and test results that Contractor has completed or pretested through Contractor Testing a Deliverable in accordance with SOS's Acceptance Criteria, or pre-tested the System through Contractor Testing for compliance with the Specifications, and confirmed the Deliverable, including the System, is ready for Acceptance Tests.

"Contractor": The entity performing Services pursuant to this Contract, including any officer, owner, member, director, employee, volunteer, agent, subcontractor, representative or assignee of the Contractor, and any other person, partnership, corporation, or other legal entity performing work or services or providing materials under this Contract for or on behalf of the Contractor. For purposes of any permitted subcontract, "Contractor" includes any subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

"Contractor Contract Manager": The employee or agent of the Contractor who has overall management responsibilities for the Contract as designated in Section 26.1. The Contractor Contract Manager reports to the Contractor for the purposes of managing the administration of the Contract.

"Contractor Project Manager": The employee, subcontractor, or agent of the Contractor, chosen by Contractor with Project management responsibilities for Contractor, as described in Section 26.4 and Appendix A – Section 2.2.

"Contractor Software": Software that constitutes Contractor Technology.

"Contractor Technology": Intellectual property the Contractor owned before the effective date or developed and owned outside the scope of this Contract, including any modifications, enhancements or improvements to that intellectual property. Contractor Technology includes data

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models; Deliverable examples; processes, procedures and techniques; proprietary information, methodologies, routines and software; templates; tools, including general purpose consulting tools and project management tools; and utilities.

"Contractor Testing": Testing that is performed on the System (in whole or in part) by Contractor before beginning User Acceptance Tests on the System and after Contractor has completed installation of the Software; completed development of the Custom Software; integrated the Software, including Third-Party Software, Custom Software, System Configurations; pre-tested the System for compliance with the applicable Specifications; and confirmed the readiness of the System for User Acceptance Tests in accordance with the Contract. Contractor Testing includes unit testing, system testing, integration testing, regression testing, parallel testing, performance and load testing, manual and automated and/or scripted testing, disaster recovery testing, and end-to-end integration testing.

"Conversion": The Services performed for converting Data, including historical Data, for Processing by the Software and Services as described in the Contract and Deliverables.

"Control": The ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise.

"Converted Data": The Data that has been successfully converted by Contractor for Processing by the System and Software.

"Correction(s)": The actions taken by Contractor to remedy a Deficiency, the Priority and Severity levels of which are determined by SOS as defined within the definition of Priority and Severity below.

"Corrective Action Plan": A detailed, written plan Contractor submits to SOS in response to SOS's demand that Contractor describe how it will correct or resolve a Deficiency or Breach.

"Custom Software": Software, including without limitation Interfaces, designed, developed or produced by Contractor under the Contract as Work Product, but excluding Proprietary Software and Contractor Technology.

"Cutover": The event when SOS puts the System, in whole or in part, into Production after SOS's Acceptance of the System.

"DDI": Design, Development & Implementation.

"Data": SOS's records, files, forms, data, metadata, and other documents, including but not limited to Converted Data, if any.

"day(s)" "Day(s)": Calendar day(s), unless otherwise indicated.

"DED(s)": The abbreviation for "Deliverable Expectation Documents", i.e., documents describing Acceptance Criteria for each Deliverable and Service, subject to Acceptance Tests. Each DED is a Deliverable.

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"Deficiency": A failure, omission, or defect in a Service or Deliverable that causes it not to conform to its Specifications or to reasonable commercial or industry standards for appearance, quality, functionality, or format.

"Deliverables": All Services and all tangible and intangible products the Contractor must produce, prepare and deliver to SOS (either independently or in concert with SOS or third parties) during the course of Contractor's performance under this Contract, as described in the Statement of Work, any approved Change Orders, and other Contract documents. Examples of Deliverables are: the System in whole or in part; work produced under the Work Plan and Change Orders including Custom Software; Documentation; Hosting Services in Software as a Service (SaaS), as applicable, or if Contractor hosts the Equipment, as applicable; Enhancements; and all designs, structures, and models developed in the course of rendering the Services and incorporated into such Deliverables.

"Delivery Date(s)": The dates described in the Work Plan for the delivery of the Deliverables and Services to SOS.

"Dispute Resolution": The process for resolving disputes as described in Section 22.4**.**

"Documentation": All service and operations reports, technical and User manuals used in conjunction with the System and/or Deliverables, in whole and in part, including without limitation, manuals provided by licensors of any Third-Party Software.

"Downtime": The time during which the System is not fully Operational. Downtime begins at the time the System fails to be fully Operational and continues until SOS determines the System has been returned to full Operational status. Downtime does not include SOS approved scheduled maintenance that results in the System not being fully Operational.

"Department Contract Manager": The employee of SOS who manages the Contract and is SOS's single point of contact for Contract matters, as described in Section 26.1.

"Department Project Manager": The employee or contractor of SOS responsible for day to day management of SOS resources and for monitoring the Contractor's performance, as described in Appendix A – Section 2.2, and any representative of the SOS Project Manager acting within the limits of his or her authority.

"Effective Date": The date specified in Section 2 as the start date for contractual performance.

"Enhancements": changes and/or improvements to the Software, whether arising out of the particular Software Configuration for the specific use specified or otherwise.

"Equipment": The computer hardware listed in the Contract, Contract Documents, and any amendments or Change Orders and/or on which the Software shall operate following its delivery; all operating system software for use with the Equipment; Facilities and telecommunications services; and tangible nonexpendable personal property, including exempt property, charged directly to the Contract having a useful life of more than one year and an acquisition cost of $5,000 or more per unit unless lower limits are otherwise established.

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"Error": means an instance of failure of Software or System to be Operative.

Class 1 Error: The error renders the Software unusable for its intended purpose.
Class 2 Error: The Software is still usable for its intended purpose, but such use is seriously inconvenient and the value to the State of the use of the Software is substantially reduced.
Class 3 Error: All other Software Errors.

"Executable Code": The version of the Software that is generated by an assembler from the Object Code of the Software and which will be installed and operated on the Equipment or made accessible to SOS.

"Function(s)": A discrete capability of the Software.

"Holdback": The payment amounts held back by SOS from each Deliverable's Charges, as described in Appendix A – Section 12.

"Hosting Services": The computing and network Services provided by the State to host the Software and System. Hosting Service may also be services that the Contractor may optionally provide for management and operation of the Equipment for Processing the Data using the System and for transmitting the Data between Contractor's or SOS's location for the System, other Systems, and SOS's Sites and Users, including but not limited to for a Software as a Service (SaaS).

"Implementation" or **"Implemented"**: The process for making the Deliverables and Services meet all Specifications and fully Operational for Processing. Implementation is complete when SOS determines that the Contractor has completed the implementation services requirements according to the Implementation Plan.

"Implementation Plan": A plan prepared by Contractor as a Deliverable that details the transition from design and development to Implementation in accordance with Specifications.

"Including" "include" or **"may include"**: Identification of something as being part of or an example of a whole or group otherwise described. As used in this Contract, the use of "including" is not intended to and does not limit the whole or group to the thing(s) specifically identified. Used for saying that a person or thing is part of a particular group or amount.

"Installation Date": means the date the Software has been properly installed and available for any required Configuration and testing before use. This will before the "Required Implementation Date".

"Intangible property": Personal property that has no physical existence, including intellectual property such as trademarks, copyrights, patents, and patent applications; and non-intellectual property such as loans, notes and other instruments.

"Intellectual Property Rights": means all Intellectual Property Rights throughout the world, including copyrights, patents, works, trademarks, trade secrets, authors' rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights.

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"Interfaces": Existing or Custom Software that is developed by Contractor for transmitting Data among the System and other systems.

"Key Personnel": Contractor's key Staff as defined in Section 26 and listed as such in Appendix A – Section 2.2.

"License Model": means categorization of license by its variables, including means of acquisition, packaging, intended purpose, License Metric or duration of license agreement.

"License Metric": means the alphanumeric or statistical descriptor for measuring the product-use rights specified in the entitlement portion of a Software license agreement, particularly for determining licensing and product usage pricing, i.e., per user, per machine, per processor or per use.

"Licensed Software": means the compiled, machine-readable, and/or executable version of the Software and related Documentation now in use by Licensor and as may be improved or modified by Licensor in the future, as more fully described on Schedule A, including, but not limited to, the Documentation, all Corrections and Updates, and any Upgrades acquired by the State pursuant to this Contract;

"Maintenance": Maintenance and support Services that will be performed by Contractor following Implementation for the System and are described as such in Appendix C and other portions of this Agreement.

"Maintenance Fees": means the fees for Maintenance Services set forth in Appendix A Section 12 and Appendix C.

"Maintenance Period"; means unless otherwise specified in Appendix A and C, a period of 12 calendar months from the later of the Installation Date, or the date when the agreed-to Warranty Period expires. The Maintenance Period shall be Monday through Friday, 8:00 a.m. to 5:00 p.m., Mountain Standard Time where the Software is installed, unless a longer period is provided by Licensor or a shorter period is agreed in writing by both Parties.

"Maintenance Services": means the services described in Appendix C and other parts of this Agreement including but not limited to telephone consultation, online and on-site technical support, Error correction and the provision of Updates.

"Maintenance Window": Maintenance Window is a pre-defined timeframe, established by SOS for all Systems, in which normal maintenance activities can occur (e.g. midnight-2:00a.m. Mountain Time each Sunday). The System or parts of the system may be unavailable during the Maintenance Window.

"Material breach": A failure of one of the parties to perform a part of the Contract which prevents the Contract from being completed or defeats its purpose.

"Maximum Amount" or **"Total Contract Value"** The maximum amount payable by SOS to Contractor under this Contract as described in Appendix A Section 12. The initial Maximum Amount will include the total of the payment schedule. If the Contract is amended to include additional

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operation year(s), the additional annual operations amount for the additional year(s) will be added to the Maximum Amount.

"Notice": A written document one party gives to the other in accordance with Section 26.2. All notices must include SOS's Contract number in the body or title of the Notice.

"Obsolete" (and any variations thereof): A Software, Equipment, and/or other Contractor Technology product or Service that will no longer receive maintenance and support, beginning as of the effective date of an end-of-service-life announcement from the manufacturer or licensor with respect to a product. If no such announcement is published, then the Software, Equipment, and/or Contractor Technology product will be deemed Obsolete as of the earlier of (i) the date the manufacturer or licensor no longer maintains or supports the product or (ii) the date the manufacturer or licensor no longer includes it as part of its product and/or service offerings made generally available to its customers.

"Operational" or **"Operative"**: The condition when the System or Software is totally functional in accordance with applicable Specifications and usable for its purposes in the daily operations of the System.

"Operations": Services performed by Contractor that are described in the Contract and Contract documents.

"Payment Events": The events after which Contractor can issue invoices for the Charges, as described in Appendix A Section 12.

"Payment Milestones": During the Design, Development, Testing, Implementation, and Certification phases, the point in time in which SOS will pay the agreed upon Consideration (reduced by the Holdback). The Payment Milestones for this Contract are described in Appendix A.

"Performance Standards": The standards to which the System and other Services provided by Contractor shall perform as required by this Contract, Appendix C Schedule D, and any succeeding amendments thereto and as otherwise agreed to by the parties in writing. Also referred to as Service Level Agreements.

"Perpetual License": means a contract pricing product-use rights for an unlimited duration.

"Personally Identifiable Information" or **"PII"**: Has the same meaning as the defined term "Confidential Personal Information", incorporated by reference.

"Personal Property": Property of any kind except real property. It may be tangible, having physical existence, such as Equipment and supplies, or intangible, having no physical existence, such as Data, copyrights, patents, or securities.

"Phase": The combination of Functions, time periods, or Implementations that are described as a Phase in the Contract, Statement of Work, applicable Deliverables, and the Work Plan.

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"Priority": Priority is the level of importance, as determined by SOS, for a ticket as defined by the following:

Critical: the ticket has critical business importance.
High: the ticket is of high business importance.
Medium: the ticket is of medium business importance.
Low: the ticket is of low business importance.

"Processing": The performance by the Software residing on the Equipment of logical operations and calculations on the Data.

"Product Owner": Term used in the Agile development methodology meaning the role on a product development team responsible for managing the product backlog in order to achieve the desired outcome that a product development team seeks to accomplish.

"Production": SOS's actual use of the System after Cutover in SOS's production environment(s), in performance of its regular business operations.

"Project": The planned undertakings during the Contract.

"Property": Property, whether real or personal, tangible or intangible, including without limitation SOS's Equipment, Confidential Information, Proprietary Information and Deliverables. Property does not include "Proprietary Information of the Contractor".

"Proprietary Information": This term expressly encompasses, as applicable: (i) Proprietary Information of the Contractor; (ii) Proprietary Information of SOS; (iii) With respect to Contractor, the Contractor Technology that complies with the terms of Section 17 ; (iv) with respect to SOS, any information that SOS has a legal obligation to protect from unauthorized public disclosure; and (v) information that SOS clearly identifies as its proprietary information, excluding any part of the Proprietary Information which: (a) becomes publicly available through no act or failure of SOS unless SOS's act or failure is a breach of a confidentiality obligation applicable to the information; (b) was or is rightfully acquired by SOS from a source other than Contractor prior to receipt from Contractor; (c) becomes independently available to SOS as a matter of right; (d) was previously known and rightfully acquired at the time received from Contractor; (e) is developed by SOS independently of any disclosures made by Contractor of such information; (f) is disclosed by Contractor pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public; or (g) is provided in response to the State of Montana's request and not deemed confidential by Contractor at time of submission.

"Proprietary Information of the Contractor": Means Confidential Information that is the property of the Contractor and is not common knowledge or available to the public. The term includes Contractor Technology and contractor trade secrets as defined by Montana's Uniform Trade Secrets Act, Title 30, Chapter 14, Part 4, MCA. Section 17 applies to Proprietary Information of the Contractor and identified as Trade Secret by the Contractor in writing to SOS.

"Proprietary Information of SOS": Means information that is the property of the State of Montana or a third party that SOS has a legal obligation to protect from public disclosure or individual access to the information. Examples of Proprietary Information of SOS are SOS's non-publicly available

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Data, nonpublic Specifications, State security data, third party proprietary information that is in SOS's possession or use, any nonpublic information or documentation concerning SOS's business or future products or plans that are learned by Contractor during the performance of this Contract and third-party proprietary information that is in SOS's possession. Section 17 applies to Proprietary Information of SOS.

"Proprietary Software": All computer programs licensed under this Contract, which the Contractor or Subcontractors or its or their licensors developed and owned before the Effective Date or which Contractor's staff developed during the term of the Contract in performing work that is not exclusively intended for this Contract, including any modifications of and derivative works based on those computer programs, and the documentation used to describe, maintain, and use them.

"Real property": Land, including land improvements, structures, and appurtenances thereto, but excluding movable machinery and equipment.

"Repair Period": means the time period commencing when the State reports an Error to Licensor and continuing for four hours or such other period as may be specified in Appendix C. **"Report(s)"**: Documents the Contractor provides to SOS regarding the System activities, events and Deliverables provided.

"Required Implementation Date": The date on which SOS requires the Deliverable, Software, and/or Service to be Implemented.

"Research Request": Research requests are questions submitted to the Contractor regarding Software, System, or Services behavior and results regarding both the current System functionality or potential impact of System changes.

"Schedule": The dates described in the Work Plan for deadlines for performance of Services and other events and activities.

"Security Incident": Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as defined in the National Institute of Standards and Technology, Special Publication 800-53r4.

"Severity": Severity is the level of impact, as determined by SOS, that a ticket has on the Software and System as defined by the following:

> Emergency: The issue is a complete failure of the Software and System or a component or has severe financial or productivity implications to SOS. The issue does not have a workaround.
>
> Major: The issue is causing serious disruption to SOS business. This issue may have a workaround, but the workaround is not obvious and is difficult.
>
> Moderate: The issue affects minor functionality and a small number of users, causing inconvenience for SOS or minor delays in agency business or prevents use of a fully supported service. The issue has a manageable workaround.

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Minor: The issue does not impact productivity or efficiency. It includes small errors that do not prevent or hinder functionality such as, typos, grammar mistakes, wrong terminology, general usability issues and styling.

"Self Help Code": Any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of Maintenance or technical support.

"Service Level Agreements": Has the same meaning as the defined term "Performance Standards", incorporated by reference.

"Services": The tasks the Contractor performs and provides as described in the Contract, Statement of Work, other Contract documents, and Change Orders, including without limitation Implementation, project management, testing, production and delivery of the Services and Deliverables, Enhancements, Training, Hosting Services if applicable, Operations, and Maintenance.

"Site(s)": The location(s) for SOS or Contractor Equipment, Software, and Data. The term includes the location of any reports requested for audit or review by SOS.

"Software": The application software for the System, as described in the Contract, Contract Documents, and Change Orders including Custom Software; the Phases; the Configuration; all Enhancements thereto; Third-Party Software; the Contractor Technology, and all the above in Source Code and Object Code formats. Software includes all prior, current, and future versions of the Software provided as part of the Services and all Deficiency Corrections. Embedded code, firmware, internal code, microcode, and any other term referring to software that is residing in the Equipment or that is necessary for the proper operation of the Equipment is not included in this definition of Software.

"Solicitation": Has the same meaning as the "Notice of Intent to Award a Sole Source Contract SOS-SOLSRC-2019-0007K".

"Solution": Has the same meaning as the defined term "System," incorporated by reference. **"SOS Contract Manager"**: Has the same meaning as the defined term "Department Contract Manager", incorporated by reference.

"SOS Project Manager": Has the same meaning as the defined term "Department Project Manager", incorporated by reference.

"Source Code": The series of instructions to the computer for carrying out the various tasks that are performed by a computer program, expressed in a programming language that is easily comprehensible to appropriately trained persons who translate such instructions into Executable Code that directs the computer to perform its functions.

"Specifications": The technical and detailed descriptions that define the requirements under the Contract and that are used for Acceptance Criteria, as described in: (i) Contract; (ii) the Statement of Work; (iii) subsequent Deliverables that have received Acceptance; (iv) the Performance Standards;

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(v) the Documentation; and (vi) all applicable State and federal policies, laws, regulations, and Standards. The Specifications are, by this reference, made a part of this Contract, as though completely set forth herein.

"Staff": Contractor's and Subcontractors' employees, agents and subcontractors who provide the Services on behalf of Contractor.

"State": The State of Montana and all its agencies and political subdivisions, including SOS, and any of their officials, employees, volunteers or agents acting within the scope of their authorized duties and responsibilities.

"Standard(s)": Standards established by federal, State and industry organizations, including but not limited to the Standards noted in the Contract.

"Subcontractor": A person, partnership, or company, not in the employment of or owned by Contractor that is performing Services or providing Deliverables under this Contract and has a separate contract with or on behalf of Contractor.

"Subscription License": means time-limited, non-perpetual contract constraining and pricing product-use rights by a specified termination or renewal date, at which point the license must be renewed or the Software removed. Typically, Software priced by subscription involves only the current version.

"System": The complete collection of all Deliverables, Software, and Services, as described in the Contract, Contract Documents, and Change Orders, integrated and functioning together with the Data in accordance with the applicable Specifications and on the Equipment.

"Term": means the time period that applies to this Contract which begins on the Effective Date and continues as specified in the contract.

"Term License": means time-limited, non-perpetual contract constraining and pricing product-use rights by a specified termination or renewal date, at which point the license must be renewed or the Software removed. Typically, Software priced by subscription involves only the current version.

"Third Party Software": Software and documentation the Contractor supplies to SOS pursuant to the Contract for use with Deliverables and Services, and which are; (a) developed by third parties; (b) generally distributed for commercial use; and (c) not specifically designed or developed for SOS, including, operating system software, tools, utilities, and commercial off the shelf software.

"Time and Materials Rates": means the rates that Contractor may charge for services provided under this Agreement which are not covered by the Maintenance Fees, payment schedule, or otherwise specified in this Agreement.

"Total Contract Value": See "Maximum Amount".

"Training": Organized activity of the Contractor in providing SOS, its employees, agents, and authorized users of the System with information, knowledge and skill in the operation and use of the System, Services and Deliverables under the Contract.

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"Unauthorized Code": Any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions.

"Update": means a set of procedures or new program code that Contractor implements which may correct Errors, may include modifications to improve performance, and/or which may include a revised version or release of the Software which may incidentally improve its functionality, together with related Documentation.

"Upgrade": means a new version or release of computer programs licensed hereunder which improves the functionality of, or adds functional capabilities to such computer programs, together with related Documentation. Upgrades shall include new programs which replace, or contain functionality similar to, the Software already licensed to the State hereunder.

"User Acceptance Tests": Any Acceptance Test SOS identifies for determining the compliance of Services and Deliverables with requirements as described in the Contract, Contract Documents, and Change Orders once the Contractor identified that the Service and Deliverables are ready for SOS testing.

"User(s)": Parties who will have use of and access to the System and Software, including but not limited to the staff of SOS, authorized elections staff of State of Montana political subdivisions, or other authorized users.

"User Story": A user story is a tool used in Agile software development to capture a description of a software feature from an end user perspective. The user story describes the type of user, what they want and why. A user story helps to create a simplified description of a requirement and can be elaborated with technical requirements and use cases.

"Work Plan": The overall plan delineating the activities, events and tasks to be performed in producing and delivering Services and Deliverables under this Contract and the Statement of Work. The Work Plan is an updated and elaborated Project Plan in Microsoft Project format.

"Work Product": Data and products produced under this Contract, provided that with respect to products that SOS and Contractor have specifically contracted for, such products are not to become part of Contractor Software. Work Product includes tangible products such as advertisements, books, computer programs, designs, diagrams, documents, drawings, films, magazines, models, pamphlets, plans, recommendations, reports, studies, surveys, tapes, and, as provided by law, sound reproductions. Work Product also includes intangible products such as conclusions, Configurations, Custom Software, data and databases, Deliverables, discoveries, findings, formulae, ideas, improvements, inventions, methods, modules, processes and techniques. Notwithstanding the foregoing, Work Product does not include Contractor Technology, Proprietary Software and Third-Party Software.

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2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. The Contract's initial term is upon contract execution, through **December 31, 2024**, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representatives' have signed it.

2.2 Contract Renewal. State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 3) in five-year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of TEN years per §18-4-313(2)(a), MCA.

3. COST ADJUSTMENTS

3.1 Cost Increase by Fixed Amount. After the Contract's initial term, and if State agrees to a renewal, the parties may agree upon a cost increase not to exceed 3%. Contractor shall request the increase and shall provide justification for the increase. State is not obligated to agree upon a renewal or a cost increase.

4. TERMS, SERVICES, AND SUPPLIES

4.1 Services and Supplies Provided: Contractor shall provide State the following services and supplies in the statement of work attached as Appendix A and otherwise listed in this Contract.

4.2 Work Plan

4.2.1 The Work Plan will initially be included by reference as Appendix B. A high-work plan is included in Appendix A – Appendix A "High Level Project Plan". Contractor must produce and provide to SOS an update to the Work Plan as a Deliverable 2.3 with input from SOS within 45 Days of the Effective Date of the execution of Amendment #1. The Work Plan must provide additional detailed information, in a Microsoft Project (Version 2013 or later) document, including Deliverables, milestones, Schedule, tasks and task dependencies, identification of resource requirements, and the Payment Schedule. The Work Plan will be inclusive of the mutual expectations and work to be performed by SOS and Contractor in order to complete the Project successfully. In the event of failure of the parties to agree upon the update to the Work Plan and/or of SOS to give its Acceptance thereof within 65 Days of the Effective Date, SOS in its discretion may invoke its right to immediately terminate this Contract.

4.2.2 Contractor must maintain the Work Plan for the System Implementation. Contractor must adhere to the Work Plan and its associated Schedule. The Schedule in the Work Plan must not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed beforehand in writing by SOS. However, the Schedule may, in SOS's discretion, be extended on a day to day basis to the extent that SOS's review of a Service or

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Deliverable and review of Corrections of Deficiencies in accordance with the Acceptance process is longer than described in the Schedule, provided any such extension shall not exceed SOS's original review period for the applicable Deliverable as set forth in the Work Plan.

4.2.3 Contractor must provide SOS with updates to the Work Plan monthly, and throughout the term of this Contract as necessary to accurately reflect the status of activities, tasks, events, Services, Deliverables and projected Schedule(s) for such activities, tasks, events, Services and Deliverables. Contractor will present the updated Work Plan at a time agreed to by the parties in writing, and the updated Work Plan will highlight changes made from the prior Work Plan. Any such update changes must be agreed upon in writing by SOS's Project Manager. Contractor agrees that any changes to the Work Plan that will materially affect Payment Milestones and/or Required Implementation Dates will become a part of this Contract by amendment upon Acceptance by SOS and Contractor agrees to execute any further documents necessary to accomplish this incorporation. Any Work Plan Change Request which would result in an increased cost to SOS must be considered a Change Order under Section 4. The Work Plan progress updates must allow adequate time, in SOS's reasonable judgment, for SOS to review and comment on the updates, as well as any new or modified Deliverables, and revision or Correction of Deliverables by Contractor. However, unless otherwise specifically agreed to in writing by SOS's Director or his or her designee in writing, SOS's agreement on a change to the Work Plan will not relieve Contractor of liability for damages arising from such failures to perform its obligations as required under the Work Plan. Contractor must provide updated copies of its detailed Work Plans tasks and schedule in a Microsoft Project 2013 compatible file format.

The Contractor must dedicate enough staff resources to meet the schedule of delivery as outlined in the Statement of Work. The staff resources assigned to the project must conform with the staffing requirements outlined in the Statement of Work.

4.3 Acceptance Process

4.3.1 Contractor must give Confirmation for each Deliverable before SOS will begin performing Acceptance Tests. Upon delivery of a Service or Deliverable and receipt of Confirmation from Contractor that the Service or Deliverable meets applicable Specifications, SOS will, with Contractor's assistance at no additional charge and in accordance with the Work Plan, review or perform Acceptance Tests on the Service or Deliverable to determine if it conforms to Specifications. SOS will provide Acceptance for a Service or Deliverable if it has no Deficiencies. However, if a Deficiency is found, SOS will notify Contractor, in an e-mail or other document, of Deficiencies used as the grounds for SOS's decision not to give Acceptance. Contractor must correct Deficiencies at no cost to SOS. SOS will review or perform Acceptance Tests to verify whether the Service or Deliverable lacks Deficiencies and will notify Contractor, in writing, of its Acceptance or rejection following such review or Acceptance Tests. Contractor's times for correcting Deficiencies and SOS's review thereof will be in accordance with the timeframes set in the Work Plan, or, if time periods for

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correcting Deficiencies by Contractor and reviewing and retesting the corrected Services or Deliverables are not in the Work Plan, each such time period will be ten business days.

4.3.2 If Contractor is unable to correct all Deficiencies within the number of days described in the Work Plan following the scheduled Acceptance Date, or if no such date is in the Work Plan, SOS may, within 30 days from such scheduled Acceptance Date, at its sole option: (a) continue reviewing or performing Acceptance Tests on the Deliverable or Service and require Contractor to continue until Deficiencies are corrected or eliminated; (b) require Contractor to provide, at its expense, a replacement Deliverable or Service for further review or Acceptance Tests; (c) set-off from the Charges to the extent SOS determines the Deficiencies for the Service or Deliverable have not been corrected and provide Acceptance for the applicable Service or Deliverable; or (d) after completion of the process set forth in this Section 4.3 and providing Notice of default to Contractor, terminate this Contract in whole or in part as described in Section 21. .

4.3.3 After Acceptance of a Deliverable or Service, SOS will, with input from Contractor, determine whether the Deliverable or Service, if applicable, is ready for Cutover. Contractor will put the Deliverable or Service into Production after SOS gives Contractor Notice that the Deliverable or Service is ready for Cutover. After being put in Production, a Deliverable or Service must be subject to the terms of this Agreement. SOS must give Acceptance after a Deliverable or Service is in Production for at least three calendar days without Deficiencies except Severity Level Moderate and Severity Level Minor Deficiencies as defined in Definitions.

4.4 Delivery

Contractor must provide to SOS Services and Deliverables pursuant to this Contract on or before the applicable Service or Delivery Dates. All such Services and Deliverables made pursuant to this Contract must be complete. Contractor must deliver hard copy and electronic versions, when required, of the Deliverables in formats agreed to by the parties.

4.5 Interpretation of Deliverables

In the event of a contradiction, conflict, ambiguity or inconsistency in or between Deliverables and other documents comprising this Contract, including without limitation, a Deliverable that has already received Acceptance from SOS's Project Manager, this Contract and any future amendments to this Contract, any such contradiction, conflict, ambiguity or inconsistency will be resolved in accordance with SOS's reasonable judgment and in favor of the latest Department approved Deliverable except in the case where a previous documented requirement is inadvertently omitted or not addressed directly or accurately in a subsequent Deliverable. No requirements can be omitted from the Specifications or a DED for a Service or Deliverable without the written consent of SOS's Project Manager.

4.6 Representation

By submitting a Deliverable or delivering a Service, Contractor represents and warrants that it has performed the associated tasks in a manner that will, in concert with other tasks,

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meet the Specifications, obligations, and objectives stated or referred to in this Contract. By unconditionally giving Acceptance for a Deliverable or Service, SOS represents only that it has reviewed the Deliverable or Service and detected no Deficiencies capable, using reasonable diligence, of detection.

4.7 Knowledge Transfer

While constructing and developing the Deliverables and Services, as applicable, Contractor must demonstrate and provide information to staff designated by SOS about the functions and operations of all Services and Deliverables in accordance with the Solicitation Specifications, Contractor's Response, subsequent amendments, other parts of the Contract, and as otherwise agreed to by the parties.

4.8 Implementation

Contractor must complete Implementation according to timelines agreed upon between SOS and Contractor based on the Solicitation and Response, all applicable Appendices to this Contract, Contract documents, the Work Plan, Change Orders, and any subsequent amendments agreed upon between the parties pursuant to this Contract.

4.9 Training

Contractor must provide necessary Training in accordance with the Contract, Contract documents, Statement of Work, Change orders, all applicable Appendices to this Contract, the various deliverables, and any subsequent amendments agreed upon between the parties pursuant to this Contract so as to be able to effectively test or utilize Software and Services prior to Contractor's provision of such Software and Services. SOS and Contractor agree to cooperate to develop written Training Services and timelines.

4.10 Conversion

Contractor must participate in and perform Services for Conversion as described in the Contract, Statement of Work, other Contract Documents, and Change Orders.

4.11 Performance Standards

4.11.1 Contractor warrants that it will maintain the Software and System, in whole and in part, to meet the Performance Standards.

4.11.2 Contractor will conduct tests for measuring and certifying the achievement of the Performance Standards as described in Appendix C – Schedule D. Contractor must implement all testing, measurement and monitoring tools and procedures required to measure and report Contractor's performance of the Module against the applicable Performance Standards. Such testing, measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Performance Standards and will be subject to audit by SOS. Contractor will provide SOS with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

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4.11.3 SOS will defer the enforcement of the Operations Performance Standards until the first full month that begins 60 calendar days following the first production implementation of the Contractor's solution. This one-time deferment does not apply to software deployments that follow the first production implementation (e.g., major/minor implementations, patches, fixes, or maintenance releases).

4.12 Compatibility

Contractor warrants that, if the System, in whole or in part, is replaced or upgraded by Contractor with replacement or upgraded components provided by Contractor, or Contractor provides Custom Software Deliverables or Enhancements, the Custom Software shall be integrated into the rest of the System, and the upgraded, replaced, and modified Software will operate with the rest of the Software, Equipment and Data in the System, including, without limitation, Custom Software and Third-Party Software and Enhancements, without loss of any Functions and Services, as provided in the Specifications, and without Deficiencies. If SOS decides to produce Enhancements or to upgrade any of the Third-Party Software which is used as part of the System or which interfaces with the System with new versions or releases, Contractor will, at no additional cost to SOS, install and maintain the System, in whole and in part, to operate in accordance with its Specifications and to be compatible with the Enhancements and new versions or releases of the Third-Party Software, so long as SOS uses industry standard integration.

4.13 Non-Obsolescence

Contractor represents and warrants that the Software and Equipment must not become Obsolete during the term of this Contract. Contractor has included the cost of replacement of Obsolete Software and/or Equipment through planned Obsolescence by the applicable manufacturer and/or licensor in the Charges to be paid by SOS pursuant to the terms hereof. In the case that any such Software and/or Equipment becomes Obsolete during the term of this Contract, Contractor will replace the affected Software and/or Equipment with functionally equivalent Software and/or Equipment that is subject to maintenance and support by the applicable manufacturer and/or licensor at no charge to SOS. Notwithstanding the foregoing, in the event Contractor is made aware of a manufacturer and/or licensor's planned obsolescence after the term, Contractor will provide Notice thereof to the State

4.14 Changing Government Programs and Services

4.14.1 The parties acknowledge that government programs and services supported by this Contract will be subject to continuous change during the term of this Contract. Contractor has provided for or will provide for adequate resources to reasonably accommodate such changes, subject to the Change Order process.

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4.14.2 The Parties also acknowledge that Contractor was selected, in part, because of its expertise, experience, and knowledge concerning applicable Federal and/or State laws, regulations, policies, guidelines or Standards that affect the Contractor in its performance of the Services and the System.

4.15 Identifying Changes

In keeping with SOS's reliance on Contractor's knowledge, experience and expertise, Contractor will be responsible for identifying changes in applicable federal or State legislative enactments, regulations, and Standards that affect Contractor in its performance of the Services, and the impact of such changes on the performance of the Services or Deliverables. Contractor must timely notify SOS of such changes and must work with SOS to identify the impact of such changes on how SOS uses the Services or Deliverables.

4.16 Noncompliance

Contractor must during the term of the Contract, correct any noncompliance with applicable laws, regulations, policies, guidelines and Standards by the Software, System, Services or Deliverables.

4.17 SOS's Guidance

Contractor may request guidance in administrative and programmatic matters that are necessary to Contractor's performance. SOS may provide such guidance as it determines appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this Contract. SOS may supply essential interpretations of such materials and this Contract to assist with contract compliance by Contractor. Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this Contract. Legal services will not be provided by SOS to Contractor in any matters relating to Contractor's performance under this Contract nor by the Contractor to SOS. If any provision of this Contract, per se or as applied, is determined by SOS to be in conflict with any federal or State law or regulation then the provision is inoperative to the extent that SOS determines it is in conflict with that authority and the provision is to be considered modified to the extent SOS determines necessary to conform with that authority.

4.18 Issuance of Change Requests

SOS may request changes within the scope of this Contract at any time by a written Change Request.

4.19 Contractor Response to Changes and Change Requests

Contractor must respond in writing within 10 days of receiving a Change Request, advising SOS of any cost and Schedule impacts. When there is a cost impact, i.e., increase or decrease in Charges, Contractor must advise SOS in writing of the increase or decrease involved, including a breakdown of the number of Staff hours by level of Contractor and SOS personnel needed to effect this change.

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4.20 Agreement on Change Order

Contractor's Project Manager and SOS's Project Manager will negotiate in good faith and in a timely manner as to the price for and the impact on the Schedule of any Change Request. If the parties reach an agreement on a Change Order in writing, and the Change Order is executed by authorized representatives of the parties, the terms of this Contract will be modified accordingly. The parties will execute a formal Contract amendment for any Change Order that increases or decreases the Maximum Amount. Change Orders and such Contract amendments must be executed by SOS's Project Director. Contractor will promptly incorporate all Change Orders affecting the Services and Deliverables into applicable System Documentation. In no event will the Charges be increased, or the Schedule be extended in a Change Order to correct errors or omissions in the Statement of Work. Deficiency Corrections must be provided to SOS during the term of the Contract at no additional cost and without the need for additional Change Orders. All Change Orders must be maintained in consistent order in SOS's Contract file.

4.21 Disagreement

If federal or state laws, rules, regulations, policies, Standards or guidelines are adopted, promulgated, judicially interpreted or changed, the effect of which is to alter the ability of either party to fulfill its obligations under this Contract, the parties will promptly negotiate in good faith appropriate modifications or alterations to the Contract and any appropriate Change Orders. In the event of a change of law or other authority, SOS may present to Contractor Notice of the change along with a Change Request or an amendment or amendments to bring contractual terms and performance into compliance with the change. If SOS submits to Contractor a Change Request or such an amendment to comply with such laws, rules, regulations, policies or guidelines and if the parties are unable to reach an agreement in writing within 15 days of Contractor's response to such a Change Request, SOS may modify the Change Request or amendment or issue a Change Order or the amendment as is. Contractor is obligated to undertake performance as specified in the Change Order or amendment and is to receive payment for that performance in accordance with the reimbursement specified in the Change Order, the amendment and the Contract. If the parties cannot agree on the terms of a Change Order, other than entered by SOS as described above, the parties will pursue the Dispute Resolution process under Section 22.4. Nothing in this Section excuses Contractor, in any manner, from proceeding diligently with the Contract as changed by the Change Order, while reserving all rights and claims.

4.22 Termination

If Contractor fails or refuses to perform its Services pursuant to a Change Order, Contractor shall be in material breach of this Contract, and SOS has the right to terminate the Contract for such a breach in accordance with Section 21.

4.23 Contractor Submission of Change Request

Contractor may also submit a Change Request to SOS to propose changes that should be made within the scope of this Contract. Any such Change Request must include a price

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summary and Schedule impacts. SOS will attempt to respond to such Change Requests from Contractor within 20 days of receipt. If the parties reach an agreement on a Change Order in writing, and the Change Order is executed by authorized representatives of the Parties, the terms of this Contract will be modified accordingly through an amendment as provided for in Section 4.20. If the parties are unable to reach an agreement in writing on a Change Request submitted by Contractor, SOS's Project Manager will be deemed to have rejected the requested Change Request. Upon rejection by SOS of a Contractor request for a Change Order, Contractor is obligated to continue performance in accordance with this Contract.

4.24 Changes Initiated by Contractor

4.24.1 Contractor must provide SOS with Notice and a description of all Contractor-initiated changes to the System, for any change that might affect or impact SOS. The Notice must be 60 Days in advance when feasible and must include any known impacts the changes might have to SOS. If the change is determined by SOS to result in the System being non-compliant with Contractor's requirements under this Agreement, Contractor must, at no cost to SOS, correct the change that results in non-compliance.

4.24.2 Except for emergencies, Contractor must notify SOS 60 Days prior to non-remedial Changes to the System. Contractor will provide an opportunity for SOS testing and analysis of State systems and procedures.

4.24.3 Contractor must absorb all costs associated with Contractor initiated changes to the System

4.25 Update Key Documents

4.25.1 Contractor must maintain and update as required the key design and operational manuals. Updates that are made as a result of System changes must be completed and provided to SOS.

4.25.2 Contractor must send SOS an e-mail or other electronic broadcast, which includes a summary description of such System change, at least 20 Days prior to the change going to testing and at least 10 Days prior to Implementation of the change. If feasible and when requested by SOS, Contractor will provide some or all of the updated Documentation to SOS prior to implementing System and operational changes into Production.

4.26 Pricing for Change Requests

4.26.1 Contractor must perform Services on Change Requests on a time and materials, not-to-exceed basis. Contractor must base prices for Change Requests on the reasonable number of Staff hours, fixed labor categories, plus any other reasonable expenses needed to affect the Change at rates presented in Appendix C or otherwise agreed to by Contractor and the State.

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4.26.2 Pricing documents submitted for approval of SOS must include a breakdown of costs by Staff hours and any other expenses.

5. WARRANTIES

5.1 Warranty for Services

Contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this Contract. State agrees to provide timely written Notice of any failure to comply with this warranty so that Contractor can take corrective action.

5.2 Warranty for Software

For a period of 1 year (365 days) from the date of receipt of software, Contractor warrants that: (i) the unmodified software will provide the features and functions and will otherwise conform to all published documentation and representations, including on Contractor's website; and (ii) the media upon which the software is furnished will be free from defects in materials and workmanship under normal use and service.

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the Agreement.

These warranties are State's exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose.

6. CONSIDERATIONS AND PAYMENT

6.1 Payment Schedule

In consideration of the services and software to be provided, SOS shall pay Contractor according to the following schedule shown in Appendix A Section 12. SOS will only pay for accepted deliverables. Payment for partially completed deliverables will not be allowed.

The Annual Maintenance and Operations interval and subsequent payment (Deliverable #24 – Appendix A Section 12) does not commence until final delivery and acceptance of Project Closeout Deliverable #23 (Appendix A Section 12).

6.2 Withholding of Payment

SOS may withhold disputed payments to Contractor under the subject statement of work and requirements of the Contract. The withholding may not be greater than, in the aggregate, fifteen percent (15%) of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone Acceptance criteria, SOS may only withhold payment only for such specific milestone if and until the subject milestone criteria are met. Contractor is not relieved of its performance obligation if such payment(s) is withheld.

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6.3 Payment Terms

Unless otherwise noted in the Contract, SOS has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate SOS's electronic funds transfer payments.

6.4 Reference to Contract

The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, SOS is not obligated to pay the invoice.

6.5 Maximum Amount and No Increases

The Maximum Amount payable under the terms of this Contract shall be as set forth in Appendix A Section 12. Contractor shall not increase the Maximum Amount, Charges, the value due from SOS under this Contract for all Services and Deliverables or the purchase prices for Deliverables during the term of this Contract except as otherwise specifically permitted in the Contract or pursuant to agreed Change Order.

6.6 Transportation and Insurance Charges

Contractor must pay the costs associated with transportation, delivery and insurance, if any, for each Deliverable.

6.7 Taxes

The State of Montana (EIN 81-0320402) is exempt from Federal Excise Taxes except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119]. Contractor must pay all taxes including, but not limited to, taxes based on Contractor's income or revenue, or personal property taxes levied or assessed on Contractor's personal property to which SOS does not hold title.

6.8 Contractor Expenses

Contractor must pay Contractor's out of pocket expenses incurred in connection with providing the Services and Deliverables and is responsible for payment of all expenses related to salaries, benefits, employment taxes, insurance, travel and per diem for its Staff. Contractor is solely responsible for all costs incurred by Contractor prior to the signing of the Contract. Contractor may not charge, and SOS will not pay for any administrative, labor or other costs incurred in the preparation of the Contract, Contract documents, or incurred as any part of the procurement phase. The procurement phase ends when Contractor and SOS sign this Contract.

6.9 Invoices

Contractor must submit correct monthly invoices to SOS's Project Manager for all Charges and other amounts to be paid by SOS hereunder in a consistent format that has been pre-approved by SOS. Contractor must not submit an invoice for Payment Events until after their occurrence. All invoices submitted must meet with the approval of SOS's Project

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Manager or his or her designee(s) prior to payment. Contractor must only submit invoices for Services or Deliverables as permitted by this Contract. Incorrect or incomplete invoices will be returned by SOS to Contractor for correction and reissue. The Contract number must appear on all invoices, bills of lading, packages, and billing correspondence relating to this Contract. If the number is not provided, SOS is not obligated to pay the invoice. Invoices must reference this Contract and provide detailed information in a format as requested by SOS, including:

- Contractor name, address, telephone number and federal tax identification number;
- An itemization of each Deliverable for which payment is sought, and the Acceptance date triggering payment, if applicable;
- Applicable Charges;
- Delivery Date(s) of Service delivery and/or Deliverables, as applicable;
- By Change Request, the number of dollars or hours charged with the number of dollars or hours agreed to, if applicable;
- Federal Tax Identification Number;
- Any other Project-related costs with a detailed, itemization of such costs, if applicable;
- Sales or use taxes, if applicable;
- Holdback amounts;
- Credits and liquidated damages, if any; and
- Total amount due.

6.10 Funding

6.10.1 The parties acknowledge and agree that this Contract is dependent upon the availability of federal and State funding. If funding to make payments in accordance with the provisions of this Contract is not forthcoming from the federal government and/or the State for the term of this Contract, or is not allocated or allotted to SOS by the federal government and/or the State for periodic payment pursuant thereto in the current or any future fiscal period, then the obligations of SOS to make payments after the effective date of such non-allocation or non-funding, as provided in the Notice, will cease and terminate as applicable, and Contractor's obligation to provide Services and Deliverables that are not funded will cease.

6.10.2 If funding to make payments in accordance with the provisions of this Contract is delayed or is reduced from the federal government and/or the State for the terms of this Contract, or is not allocated or allotted in full to SOS by the federal government and/or the State for periodic payment pursuant thereto in the current or any future fiscal period, then the obligations of SOS to make payments will be delayed or be reduced accordingly or SOS has the right to terminate the Contract as provided in Section 21. If such funding is reduced, SOS in its sole discretion will determine which aspects of the Contract will proceed and which Services will be performed, with Contractor's Charges for such Services and Charges for associated Deliverables determined in accordance with those in the Response. In these situations, SOS will pay Contractor for Services and Deliverables in accordance with the

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terms of Section A Section 12. Any obligation to pay by SOS will not extend beyond the end of SOS's then current funding period.

6.10.3 Contractor expressly agrees that no penalty or damages will be applied to, or will accrue to, SOS if the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed, or reduced.

6.11 Overpayments to Contractor

Contractor shall promptly, but in all cases within 30 calendar days following Notice from SOS of an erroneous payment or overpayment to which Contractor is not entitled, pay to SOS the full amount of any erroneous payment or overpayment. Alternatively, Contractor may take another approach that SOS agrees to and that is described in a Notice from Contractor received within 30 calendar days of SOS's Notice of erroneous payment or overpayment.

6.12 Advance Payments Prohibited

No advance payment shall be made for goods or Services furnished by Contractor pursuant to this Contract.

6.13 Credits

SOS may apply any credits due SOS under this Contract against Contractor's invoices with appropriate information attached, upon giving of Notice required herein, if any, by SOS to Contractor, or SOS may take another approach to treating such credits if SOS receives a Notice from Contractor within 30 calendar days of such Notice from SOS, describing such other approach and if SOS accepts such other approach.

6.14 Billing Limitations

SOS shall not pay any claims for payment for Services submitted more than 12 months after the calendar month in which the Services were performed unless such failure to submit the claim to SOS by Contractor is due to the fault of SOS.

6.15 Accounting Requirements

Contractor shall establish and maintain an accounting system with procedures and practices that are in material compliance with Generally Accepted Accounting Principles (GAAP), as interpreted by SOS and other pertinent federal and state authorities, and that conforms to any other accounting requirements required by SOS or other entities, or any pertinent federal and state authorities. SOS will accept compliance for purposes of this Section through the adoption by Contractor of and Contractor's conformance with the International Financial Reporting Standards (IFRS). The accounting system must maintain records pertaining to the Services and all other costs and expenditures made under this Contract, and the costs properly applicable to the Contract must be readily ascertainable therefrom.

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6.16 Corrections and Enhancements

6.16.1 Corrections must be provided to SOS at no additional cost and without the need for a Change Order during the term of the Contract. Contractor will deliver updated System Documentation to reflect the Correction delivered. Contractor must provide Confirmation that each such Correction has been tested and performs according to the Specifications. Contractor agrees to correct corrupted Data that may result from any Deficiency or introduced by the Correction.

6.16.2 Contractor must also provide SOS with all Enhancement and associated Documentation that are provided as general releases to the Software, in whole or in part, or integrate such Enhancement into the Hosting Services, as applicable, at no additional cost. Contractor must pre-test each such Enhancement general release and give a Confirmation that it performs according to the Specifications as modified by written agreement of the parties. Contractor agrees to correct corrupted Data that may result from any Deficiency introduced by the Enhancement.

6.16.3 Contractor must produce Custom Software Enhancements as SOS requests in accordance with the Change Order process described herein. SOS will entertain, and in its sole discretion decide whether to grant, requests from Contractor to license the Custom Software and Custom Software Enhancements that Contractor has developed for SOS under this Contract to other states or for Contractor to sublicense such Custom Software and Custom Software Enhancements to other states. Further, such licenses will be subject to mutual agreement on applicable terms and conditions. Contractor must correct any Deficiency at no cost and without the need for a Change Order.

7. ACCESS AND RETENTION OF RECORDS

7.1 Access to Records

Contractor shall provide State, Legislative Auditor, Federal Government (Election Assistance Commission) or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 21, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section per 18-1-118, MCA.

7.2 Retention Period

Contractor shall create and retain all records supporting the Contractor TotalVote Election Software contract for a period of eight years after either the completion date of this Contract or termination of the Contract. If any litigation, review, claim or audit is started before the expiration of the eight-year period, the records must be retained until all litigation, reviews, claims or audit findings involving the records have been resolved. Contractor must provide SOS and its authorized agents with reasonable access to records Contractor maintains for purposes of this Contract. Contractor must make the records available at all reasonable times at Contractor's general offices.

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7.3 Public Information and Disclaimers

7.3.1 All statements, press releases, and other documents or media pieces made available to the public describing the services provided with monies received through this Contract must be reviewed and approved by SOS prior to use, publication, or release.

7.3.2 All materials, publications, media and other products, whether in hard copy, electronic or other form, produced with monies received through this Contract must be reviewed and approved by SOS prior to use, publication, or release. In addition, prior to release SOS must review and approve all materials, publications, media, and other products, whether in hard copy, electronic, or other form, produced by Contractor or its agents for distribution or presentation to local and state programs contracted with by SOS to engage in activities related to the purposes of this Contract, including public information distribution.

7.3.3 Contractor, in developing and producing all materials, publications, media and other products, whether in hard copy, electronic or other form, may not access or use in any manner personal and other possibly Confidential Information or privileged information or data to which it has access through SOS and SOS's agents and contractors, inclusive of those local and state programs contracted with by SOS to engage in contractual activities, unless Contractor does so: 1) in full conformity with governing legal authorities and policies; 2) with the permission of the persons or entities from whom the information is to be obtained; and 3) with the review and approval by SOS prior to use, publication or release. Privileged information or data includes information and data produced, compiled or received for state and local contractual efforts by SOS or its agents and contractors, inclusive of those local and state programs contracted with by SOS to engage in activities related to the purposes of this Contract.

7.3.4 A Contractor providing consultation or training services to the public or departmental and other staff and professionals must inform audiences and trainees that any opinions expressed by Contractor do not necessarily represent the positions of SOS.

7.3.5 Contractor may not expend monies provided under this Contract for the purchase of any publicity or advertising concerning SOS's services available through this Contract or Contractor's services and performance under this Contract that financially or textually directly or indirectly supports, opposes, or associates SOS or the services made available through this Contract with any specific political agenda, political party, a candidate for public office, or a matter to be voted upon by the public. This includes but is not limited to commercial and noncommercial print, verbal, and electronic publicity or advertising.

7.3.6 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's services by SOS and must not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to SOS Project Manager in advance all advertising, sales promotion, and other publicity matters relating to this Contract wherein

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SOS's name is mentioned, or language used from which the connection of SOS's name therewith may, in SOS's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of SOS. Contractor must not in any way contract on behalf of or in the name of SOS. Nor must Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of SOS.

7.4 Open Records Request

Contractor shall comply with the Montana State Procurement Bureau procedure for declaring and protecting trade secrets. Otherwise, if the State receives an open records request for Proprietary Information of Contractor, whether pursuant to MCA 2-3-201 et seq., the Montana Public Records Act, or otherwise, the State herein agrees to provide written notice to Contractor. Such written notice will be given by State to Contractor within 7 days of receipt to allow for Contractor to respond to the appropriate state agency, to seek redaction through an alternative submission, to seek injunctive relief pursuant to section 13.4, infra., or to seek redress through other means as necessary.

8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

8.1 Assignment, Transfer, and Subcontracting generally

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent (18-4-141, MCA). Contractor is responsible to State for the acts and omissions of all subcontractors or agents, persons directly or indirectly employed by subcontractors or agents, and persons employed directly by Contractor. No contractual relationships exist between any subcontractor and State under this Contract.

8.2 Third Party Services

Contractor may provide third party Software, Services and equipment to SOS under the applicable terms of the third-party supplier. The third-party agreement will identify applicable third-party supplier pass-through terms which will be available on Contractor's website or attached to the third-party agreement. Any liability limitations set forth in the third-party pass-through provisions state the maximum liability of the applicable supplier with respect to that product or service. This section does not affect the liability of Contractor to SOS under this Contract.

8.3 Assignment

8.3.1 Contractor may not assign, transfer, delegate, change the Control of, or subcontract, in whole or part, this Contract or any right or duty arising under this Contract unless SOS, in writing from SOS's Contract Manager, expressly approves the assignment, transfer, delegation, or subcontract in advance. Nevertheless, Contractor may, without needing such approval, assign this Contract and/or its rights or duties under this Contract to an entity that is and thereafter continuously remains a direct or indirect wholly-owned subsidiary of

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Contractor. Contractor shall also be permitted to assign its interest in or otherwise grant a security interest in payments due pursuant to this Contract in whole or in part to an assignee, but Contractor must nevertheless still continue to perform its obligations under this Contract following such an assignment of payments or granting of a security interest as if it had not occurred. Any permitted assignment, transfer, delegation, or change in Control does not operate to relieve Contractor of any of its duties and obligations hereunder. Such assignment, transfer, delegation, or change in Control will not impact any remedies available to SOS that may arise from any breach of the provisions of this Contract or representations or warranties made herein including rights of setoff.

8.3.2 Any attempted assignment, transfer, or delegation in contravention of this Section of the Contract is null and void. In addition, SOS has the right to exercise any of its remedies in the Contract, at law and in equity for any attempted assignment, transfer, change in Control, or delegation in contravention of this Section, including recovery of its damages resulting therefrom and termination or rescission of the Contract.

8.3.3 This Contract inures to the benefit of and is binding on the parties hereto and their permitted successors and assigns.

8.3.4 Contractor must submit written requests for an assignment, transfer, delegation, or subcontract to SOS's Contract Manager.

8.3.5 An acquisition, merger, divestiture, spin-out, spin-off, rebadging of project employees to a new employer, other change in Control of Contractor, assignment, transfer, delegation, or subcontract entered into by Contractor must be in writing and must subject the new employer to the terms and conditions of this Contract. If a transaction such as an acquisition results in a change of Control of Contractor and SOS's Contract Manager does not approve that transaction, then SOS shall have a Termination Window to provide Contractor with between six and twelve months' written Notice of termination, with the exact effective date of that termination being specified in such Notice. For purposes of this section, the "Termination Window" is a period ending twelve months after the closing of that transaction.

8.3.6 SOS's approval of any acquisition, merger, divestiture, spin-out, spin-off, rebadging of project employees to a new employer, other change in Control of Contractor, assignment, transfer, delegation, or subcontract neither makes SOS a party to that agreement nor creates any right, claim or interest in favor of any party to that agreement against SOS.

8.3.7 Contractor must immediately notify SOS of any litigation concerning any acquisition, merger, divestiture, spin-out, spin-off, rebadging of project employees to a new employer, other change in Control of Contractor, assignment, transfer, delegation or subcontract.

8.3.8 Contractor must, in accordance with the provisions of this Contract regarding indemnification, indemnify and hold SOS harmless with respect to any suit or action brought

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against SOS to the extent arising out of or brought by any party to an acquisition, merger, divestiture, spin-out, spin-off, rebadging of project employees to a new employer, other change in Control of Contractor, or any party to an assignment, transfer, delegation or subcontract.

9. HOLD HARMLESS AND INDEMNIFICATION

Contractor agrees to protect, defend, and save State and its elected and appointed officials, agents, and employees, while acting within the scope of their duties, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State, under this Contract.

10. LIMITATION OF LIABILITY

Contractor's liability for Contract damages is limited to direct damages and further to no more than twice the Contract amount. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount or type of damages. Contractor is not liable for damages proximately caused by and resulting from the use of Hosting Services outside Contractor's control.

11. REQUIRED INSURANCE

11.1 General Requirements

Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

11.2 Primary Insurance

Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, authorized users of the system, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

11.3 Specific Requirements for Commercial General Liability

Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000.00 per occurrence and $2,000,000.00 aggregate per year to cover such claims as may be caused by any act,

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omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, authorized users of the system, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used by Contractor.

11.4 Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

11.5 Certificate of Insurance/Endorsements

Contractor must deliver a certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135 within 10 days of Contract execution. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

11.6 Specific Requirements for Cyber/Data Information Security Insurance.

The Contractor shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of $2,000,000 per occurrence to cover the unauthorized acquisition of Confidential Personal Information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. If the Contractor maintains higher limits than the minimums shown above, the State requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third-party liability settlements or judgements as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, the State will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) insurance must be

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maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

12. COMPLIANCE WITH WORKER'S COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This Insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

13. COMPLIANCE WITH LAWS

13.1 Compliance

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

13.2 Representation

Contractor represents and warrants that the Services and Deliverables comply with all applicable federal and State laws, regulations, codes, Standards and ordinances in effect as of the Effective Date. In the event that any Services performed, or any Deliverables provided by Contractor are subsequently found to be non-compliant with such laws, regulations, codes, Standards or ordinances, it will be the sole responsibility of Contractor to bring the Services and Deliverables into compliance. Any modification or Enhancement to Contractor Services to meet new federal or state requirements after the Effective Date will be made free of charge to SOS, if made available generally and at no charge to Contractor's customer base. For modifications or Enhancements to meet federal requirements not made

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generally available at no charge, the cost of modification or Enhancement will be prorated among Contractor's customer base in the United States. If any new requirements apply to the State of Montana only, the cost of modification or Enhancement will be prorated among Contractor's customers in the State of Montana for the applicable Contractor Services. For federal or state laws, regulations, codes, Standards or ordinances enacted or modified after the Effective Date, Contractor will use commercially reasonable efforts to provide such modifications within: (i) 180 days after Notice is given to Contractor of the law or regulation by SOS (if a state law or regulation), or (ii) 180 days of the publication of a federal regulation in the Federal Register or (iii) the compliance date of the statute, whichever is later. Notwithstanding the foregoing, if federal or state laws enacted or modified after the Effective Date require modifications or Enhancements in less than 180 days, Contractor will use commercially reasonable efforts to provide such modifications in compliance with the applicable federal or state law. In the event that such efforts do not result in timely compliance, SOS and the Contractor will cooperate in seeking a reasonable extension of time to comply from the applicable federal or state authority.

13.3 False Claim Act

Contractor and its employees, agents and subcontractors must report to SOS or other appropriate state authority any credible evidence that an act in violation of the Montana False Claims Act, at Title 17, chapter, 8, part 4, MCA, has been committed.

13.4 Injunctive Relief

The parties recognize the importance of protecting Confidential Information, Confidential Personal Information, and Proprietary Information from disclosure. If a breach of either party's obligations with respect to Confidential Information, Confidential Personal Information, or Proprietary Information occurs or appears imminent, this Agreement does not prevent either party from seeking injunctive relief in a court of competent jurisdiction.

14. DISABILITY ACCOMMODATIONS

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance Notice as possible.

15. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired (18-5-603, MCA). Contract warrants that its system and software are compliant with 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 (d)) and the Information and Communication

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Technology Final Standards and Guidelines published March 23, 2018 (36 CFR Parts 1193 and 1194).

16. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain information about registration, call the Business Services Division of the Secretary of State at (406) 444-3665, or visit https://sosmt.gov.

17. LICENSE, INTELLECTUAL PROPERTY, OWNERSHIP, AND SOURCE CODE

17.1 Mutual Use

Contractor shall make available to State, on a royalty-free, non-exclusive basis, all patent and other legal rights in or to inventions first conceived and reduced to practice or created in whole or in part under this Contract, if such availability is necessary for State to receive the benefits of this Contract. Unless otherwise specified in a statement of work, both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use copyrightable property created under this Contract. This mutual right includes (i) all deliverables and other materials, products, modifications that Contractor has developed or prepared for State under this Contract; (ii) any program code, or site-related program code that Contractor has created, developed, or prepared under or primarily in support of the performance of its specific obligations under this Contract; and (iii) manuals, training materials, and documentation. All information described in (i), (ii), and (iii) is collectively called the "Work Product".

17.2 Title and Ownership Rights

State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by State (the "Content"), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this Contract and any applicable statement of work.

17.3 Ownership of Work Product

Contractor shall execute any documents or take any other actions as may reasonably be necessary, or as State may reasonably request, to perfect State's ownership of any Work Product.

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17.4 Copy of Work Product

Contractor shall, at no cost to State, deliver to State, upon State's request during the term of this Contract or at its expiration or termination, a current copy of all Work Product in the form and on the media in use as of the date of State's request, or such expiration or termination.

17.5 Ownership of Contractor Pre-Existing Materials

Contractor retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that Contractor owns at the time this Contract is executed or otherwise developed or acquired independent of this Contract and employed by Contractor in connection with the services provided to State (the "Contractor Pre-existing Materials"). Contractor Pre-existing Materials are not Work Product. Contractor shall provide full disclosure of any Contractor Pre-Existing Materials to State before its use and to prove its ownership. If, however, Contractor fails to disclose to State such Contractor Pre-Existing Materials, Contractor shall grant State a nonexclusive, worldwide, paid-up license to use any Contractor Pre-Existing Materials embedded in the Work Product to the extent such Contractor Pre-Existing Materials are necessary for State to receive the intended benefit under this Contract. Such license shall remain in effect for so long as such Pre-Existing Materials remain embedded in the Work Product. Except as otherwise provided for in Section 17.6.7, Ownership of Work Product, or as may be expressly agreed in any statement of work, Contractor shall retain title to and ownership of any hardware it may provide under this Contract.

17.6 Licensing and Intellectual Property

17.6.1 Contractor will grant the State a non-exclusive, non-transferable, unlimited user, worldwide, multi-site license for the System (and sublicense with respect to third party software). No fees will be assessed for the System licenses over the duration of this Contract, or during any time period that the State utilizes Contractor for maintenance and support of the System. If the State discontinues maintenance and support of the Solution through Contractor, the State will be entitled to maintain Solution licenses, subject to payment of licensing fees.

Contractor hereby grants to the State a non-exclusive, irrevocable, worldwide, perpetual, transferable, fully-paid right and license to copy, use, install, and operate the Software for the benefit of the State. This license, as further defined and described in Appendix C, shall also be deemed to grant the State the right to grant third parties using the Software for the benefit of the State such as authorized users, vendors, subs, agents, or business partners, the right to access the features and functions of the Licensed Software licensed by the State. In addition to the use rights granted above, the State may (i) install, use, execute, and copy the Software for any backup, archival, and emergency purposes and any internal, non-production purpose of the State including for test, development, and training; (ii) allow any

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Montana state agency to order and/or use the Software under the terms of this Agreement and (iii) allow any third party outsourcer or service provider to install, use, execute, and copy the Software solely in connection with its provision of services to the State. The State shall reproduce and include the copyright or other restrictive and proprietary notices and markings from the original and all copies. All copies are subject to the terms of this Agreement.

17.6.2 Subject to the terms and conditions of this Agreement, Contractor hereby grants to the State a non-exclusive, irrevocable, fully-paid, transferable, worldwide, perpetual right and license to use, or have used, any Application Programming Interface (API) for the Software and to modify and improve via interfacing with API the Software, or have improved the Software, and the State will exclusively own all rights to the modifications and improvements developed for the State subject to other provisions in this Agreement.

17.6.3 The State and any authorized political subdivisions may use the Software and System, and transfer and operate software onto different operating systems or different equipment. They may also make as many production and non-production copies of the Solution, software, and documentation as they deem necessary for production and non-production purposes, including testing, disaster recovery, backup, training and education, development, and archiving.

17.6.4 Contractor acknowledges that the intent of the scope of the Software and System license is to make the States' rights to use the System as broad as possible and, accordingly, the licensing language shall not be interpreted strictly or narrowly in favor of Contractor. In the event Contractor develops future limitations, qualifications and/or restrictions in how it licenses the System to its customers, such future limitations, qualifications and/or restrictions will have no effect on the scope of the license granted herein to the State, and Contractor expressly disclaims the right to claim otherwise.

17.6.5 Other than the rights granted herein, no intellectual property rights to the System are transferred to the State under this Contract except as Work Product as specified section 17.1. The State will not disassemble, reverse compile, reverse engineer, or otherwise translate the Solution. Upon written request by the State, Contractor will provide its best efforts to ensure interoperability between computer systems and/or programs.

17.6.6 The State may provide services to political subdivisions and other authorized users. The State, political subdivisions, and other authorized users may provide services to the public through the System applications. The System may be used in the delivery of these services. Contractor acknowledges that such use of the System is permitted and acceptable.

17.6.7 The State will be and remain the sole and exclusive owner of any non-software-based deliverables, such as designs, Configuration outputs, test scripts, test data bases, workflow diagrams and schematics and reports developed by Contractor for or on behalf of the State. Subject to the further terms of this section, all interfaces and Extensions paid for by State

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and developed by Contractor shall be and remain the sole and exclusive property of State. If Contractor wants to make such interfaces or Extensions available to any other customer, or wants to incorporate the interface and/or Extension in its base software or service offering, then ownership of such item will transfer to Contractor upon written agreement by the parties that: (i) Contractor will include the maintenance and support services with respect to such items (whether or not such items were previously covered by maintenance and support services); (ii) any maintenance and support services fees or other fees relating to such items separately paid by the State (i.e., any separate charges shall be eliminated); (iii) the State shall not be obligated to pay any license fees for such interfaces or Extensions; and (iv) if the amount paid by the State for such item exceeded $25,000, the parties shall negotiate a recapture formula whereby the State will be reimbursed by Contractor for the amounts paid by the State in connection with such interfaces or Extensions with the financial goal to have the amount paid reimbursed within a two (2) year period. In developing a deliverable that is owned by the State, the parties agree that such ownership shall inure to the benefit of the State from the date of the conception, creation or fixation of the deliverable in a tangible medium of expression, as applicable, and that all newly created copyright aspects of such deliverables shall be considered "works-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such deliverables, or any part thereof, are not considered "works-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Contractor will be deemed to have expressly assigned to the State all exclusive right, title and interest in and to such deliverables without further consideration, and Contractor agrees to promptly execute all such documents as may be requested by the State to evidence and/or perfect the States Intellectual Property Rights therein as required in Section 17.3. Contractor will provide maintenance and support services for interfaces, Extensions and other Software-based deliverables.

17.6.8 Contractor acknowledges that the State may be working with a number of third parties to develop, maintain and support various systems and that it may be necessary to implement one or more interfaces between the System and such external systems. Contractor will cooperate and work with the State and such third parties to implement and use standard interfaces or develop and implement custom developed interfaces, in accordance with the terms of this, as necessary to allow information to pass from the State and/or other agencies' systems to Solution, and vice- versa. Such cooperation may include, among other things, Contractor's attendance at meetings with the State's personnel and/or third-party vendors and making available to the State and third-party vendors the Documentation for interfaces. Contractor will deliver the interfaces identified in the Contract. If Contractor must develop a custom interface, such interface development shall be considered a deliverable. Contractor will provide to the State the documentation for all interfaces, including record layouts, design documentation, functional specifications, technical specifications, data transformations and data aggregations for each and every interface (both standard interfaces and custom developed interfaces). Contractor will provide documentation for all Enhancements to any interfaces at no additional charge to the State. After project completion, Contractor will provide to the State documentation for interface Enhancements as part of its maintenance and support service obligations.

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17.6.9 Contractor will grant the State a royalty-free license or provide access during the term of the Agreement to all Contractor-owned utilities and tools used by Contractor to provide services and/or in connection with the Solution, and, to the extent such licenses are sub-licensable by Contractor to the State, a license to third party-owned utilities and tools used by Contractor to provide services and/or in connection with the Solution, including all tools and utilities used by Contractor to provide project management, implementation, evaluation and operational, maintenance, and support services, and all tools and utilities used by Contractor to provide performance monitoring, testing, managing, and support of the Solution (collectively, "Contractor Tools and Utilities"), which Contractor Tools and Utilities may be set forth in a project document. If Contractor has omitted any tools and utilities described above, such tools and utilities shall nonetheless be Contractor Tools and Utilities, the parties promptly shall update the appropriate documentation to reflect such omitted tools and utilities, and Contractor shall provide such tools and utilities to the State in accordance with the above terms. If there are tools and utilities introduced in the future by Contractor, then such tools and utilities shall be Contractor Tools and Utilities and Contractor shall make such tools and utilities available to the State in accordance with and subject to the terms set forth in this section. During the pendency of a project, Contractor will provide training and education on the use of Contractor Tools and Utilities. For so long as the Agreement is not terminated and Contractor is providing maintenance and support services to the State, Contractor will provide updated versions and/or all new Contractor Tools and Utilities as such updated versions are available, all at no additional cost to the State.

17.7 Source Code and Escrow

Within 30 days of executing this Contract, Contractor will place Software and System, including the appropriate and reasonable material for the State to maintain operability of the System, into a Team Foundation Server (TFS). The TFS will be hosted by Microsoft and managed by BPRo. TFS will serve as the escrow location for Solution Documentation and other materials. The escrow materials will be accessible only to Contractor and the State, unless State provides written permission for others to access the escrow materials. If any of the following conditions are met, any license granted by this Contract will be terminated:

a. Contractor ceases doing business, including through merger or divestiture; or
b. Contractor lays off all of the employees that provide support, maintenance and/or development for the licensed software; or
c. Contractor declares bankruptcy or goes into receivership or reorganization or other similar proceedings by or against Contractor under the United Stated bankruptcy code if:
    i) such proceedings have not been dismissed or discharged within 30 days after they are instituted;
    ii) Contractor or trustee has failed to accept this Contract within 15 days after such proceedings are instituted; or

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iii) Contractor or a trustee elects or files pleadings to reject this Contract at any time after such proceedings are instituted; or

d. Contractor fails to perform its obligations under this agreement with respect to the software deliverables and fails to cure any breach; or
e. Any software provided under this agreement enters the public domain; or
f. Contractor switches resources to a new-generation product that does not meet the States' needs; or
g. Software is discontinued or in any way no longer supported by Contractor or its successor company; or
h. Contractor voluntarily assigns or transfers all legal rights, title, interest in, and custody and control of the product to a third party for the benefit of creditors; or
i. Contractor fails to update to current Operating System of other third-party software and the third-party ceases supporting of their product; or
j. Material breach of Contractor's obligations under the escrow agreement, provided that such material breach remains uncured for a period of 30 days following Contractor's receipt of written Notice thereof.

Upon conditions a), b), c), or h) being met, and upon written request by the State, all right, title, and interest in the materials deposited in Contractor's escrow account on behalf of the State will immediately be vested in the State without payment of any additional compensation to Contractor and the escrow agent will deliver the source code and Solution Documentation to the State upon the States' request for release.

Upon any release from escrow, the State will have a perpetual, non-exclusive, non-transferable (except as permitted under the terms of this Contract), unlimited user, non-assessable, irrevocable, worldwide, fully paid and multi-site license (and sublicense with respect to third party software). The State may, either directly or through a third party retained by the State, use, modify, adapt, execute, compile, and create derivative works of the Software to support and enable the States' continued use of the System. In addition, Contractor will make available key programmers or authors of the Software that are then employed by Contractor, to facilitate the States' installation and operationalization of the Software using the source code and Software Documentation. If Contractor fails or refuses to timely make its employees available to the State, the State will be entitled to the judicial remedy of specific performance to require Contractor to provide resources, and Contractor will not object in any such judicial proceeding to this form of remedy, it being acknowledged that damages would be an inadequate remedy with respect to the States' continued use of the Software.

Upon conditions d), e), f), g), i), or j) being met, and upon written request by the State, Contractor shall complete any outstanding projects and address all remaining issues surrounding the project to ensure the States' continued use of the Software. Nothing in this section limits the right of the State to exercise its other rights under this Contract or any rights and remedies provided by law.

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17.8 Click-through/Browse Wrap:

Any click-through contracts made in order to accomplish download of software and/or access to software as a service and/or payment and any browse-wrap contracts on Contractor's website(s) shall be null and void and shall be expressly prohibited from modifying the terms and conditions of this contract even if subsequently made. This contract shall govern all licenses and/or renewals purchased by the under either a single or multiple purchase orders and any subsequent click-through contracts or browse-wrap contracts shall continue to be null and void.

17.9 Return or Destruction of Confidential Personal Information:

At any time during the term of this Contract at the State's written request or upon the termination or expiration of this Contract for any reason, Contractor shall, and shall instruct all Authorized Persons to, promptly return to the State all copies, whether in written, electronic or other form or media, of Confidential Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the State that such State Confidential Personal Information has been returned to State or disposed of securely. Contractor shall comply with all reasonable directions provided by State with respect to the return or disposal of State Confidential Information.

17.10 Prohibition on Data Mining:

State shall not capture, maintain, scan, index, share, or use Contractor property stored or transmitted by Contractor, or otherwise use any data-mining technology, for any non-authorized activity. For purposes of this requirement, "non-authorized activity" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Contract.

17.11 Non-Exclusive:

This Agreement is non-exclusive and the State may, at its sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Contractor.

18. PATENT AND COPYRIGHT PROTECTION

18.1 Third-Party Claim

In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify the Contractor. The Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

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a. The State will promptly notify the Contractor of the claim in writing; and
b. the State will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
    i. the Contractor will permit the State to participate in the defense and settlement of any such claim, at the State's own expense, with counsel of its choosing; and
    ii. the Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the State, its elected and appointed officials, agents or employees without the State's prior written consent.

18.2 Product Subject of Claim

If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by State shall be prevented by injunction, State will determine whether the Contract has been breached. The State is not precluded from seeking other remedies available to it hereunder, and in equity or law for any damages it may sustain due to its inability to continue using such product.

19. CONTRACT OVERSIGHT

19.1 CIO Oversight

The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or may issue a stop work order.

19.2 Right to Assurance

If State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this Contract, State may demand in writing that Contractor give a written assurance of intent to perform. Contractor’s failure to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at State's option, be the basis for terminating this Contract and pursuing the rights and remedies available under this Contract or law.

20. SECURITY AND COMPATIBILITY

20.1 System Security

Contractor shall ensure Systems and Software delivered under this Agreement are adequately secure. For purposes of this Agreement, adequate security is defined to require compliance with federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the State's use of its data and information

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technology or permit unauthorized access to the State's data or information technology. The State of Montana has established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199. Thus, Contractor shall provide reasonable proof, through independent audit reports, that the system specified under this Agreement meets or exceeds federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and Availability of the State's data and information technology. Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or approved equivalent Security Assessment Report.

20.2 Compatibility

Contractor warrants that, if the System and Software, in whole or in part, is replaced or upgraded by Contractor with replacement or upgraded components provided by Contractor, or Contractor provides Custom Software Deliverables or Enhancements, the Custom Software shall be integrated into the rest of the System and the upgraded, replaced, and modified Software will operate with the rest of the Software, Equipment and Data in the System, including without limitation, Custom Software and Third-Party Software and Enhancements, without loss of any Functions and Services, as provided in the Specifications, and without Deficiencies. If SOS decides to produce Enhancements or to upgrade any of the Third-Party Software which is used as part of the System or which interfaces with the System with new versions or releases, Contractor will, at no additional cost to SOS, install and maintain the System, in whole and in part, to operate in accordance with its Specifications and to be compatible with the Enhancements and new versions or releases of the Third-Party Software, so long as SOS uses industry standard integration.

20.3 Versions

Unless otherwise mutually agreed to in writing, for the Software licensed in Appendix A and C , Contractor must, during the Project, maintain and implement any and all Proprietary Software and Third-Party Software products at their most current version or no more than one version back from the most current version at no additional charge. However, Contractor must not maintain any Proprietary Software and Third-Party Software versions, including one version back, if any such version would prevent SOS from using any Functions, in whole or in part, or would cause Deficiencies in the System. Any additional costs that are charged by a Third-Party Software licensor or Contractor for an upgrade or Enhancement to a Third-Party Software product or the Proprietary Software are the sole responsibility of the Contractor and will be charged to and paid for by Contractor.

20.4 Changes in Functionality

During the term of the Contract, Contractor will not reduce or eliminate functionality in the Solution, Software, or services. Where Contractor has reduced or eliminated functionality in the Solution, Software or services, the State, at the States' sole election and in the States' sole determination, shall: (a) have, in addition to any other rights and remedies under this

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Contract or at law, the right to immediately terminate this Contract and be entitled to a return of any prepaid fees; or, (b) reasonably determine the value of the reduced or eliminated functionality and Contractor will immediately adjust fees accordingly on a prospective basis. If improved features or versions (e.g., patches, bug fixes, updates or releases) are made available to other users at no additional cost, Contractor will make such improved features or versions available to the State at no additional cost and with the same rights, obligations and limitations as for the System and/or services.

21. CONTRACT TERMINATION

21.1 Termination for Convenience

State may, by written Notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State shall give Notice of termination to Contractor at least 45 days before the effective date of termination. State shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

21.2 Termination for Cause with Notice to Cure Requirement

Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written Notice of the failure. The written Notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period. If payment has been made by the State where work has not been completed, the Contractor will reimburse the State for work paid for but not completed.

21.3 Reduction of Funding

State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated in Section 21.1 , State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

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21.4 Noncompliance with Department of Administration Requirements

The Department of Administration, under the provisions of 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with SOS's Plan for Information Technology, State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, State will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this Contract must be mutually agreed to by the parties.

22. EVENT OF BREACH – REMEDIES AND DISPUTE RESOLUTION

22.1 Event of Breach by Contractor

Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

a) Products or services furnished fail to conform to any requirement;
b) Contractor fails to submit any report required by this Contract;
c) Contractor fails to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval, Technical or Contractual Problems, obligations; or
d) Voluntary or involuntary bankruptcy or receivership.

22.2 Event of Breach by State

State's failure to perform any material terms or conditions of this Contract constitutes a material event of breach.

22.3 Actions in Event of Breach

Upon Contractor's material breach, State may:

a) Terminate this Contract under Section 21, Termination for Convenience and pursue any of its remedies under this Contract, at law, or in equity; or
b) Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity; or
c) Initiate Dispute Resolution Process as described in Section 22.4; or
d) Demand a Corrective Action Plan to cure the breach. Such plan must be submitted to the State within five business days of notification of breach to Contractor.

Upon State's material breach, Contractor may:

e) Terminate this Contract under Section 21, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
f) Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity; or
g) Initiate Dispute Resolution Process as described in Section 22.4

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22.4 Dispute Resolution

22.4.1 **Good Faith Efforts**. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties will attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Contract through negotiations between senior management of the parties and their designees. If either party determines that the dispute cannot be resolved after initiating such negotiations, either party may terminate the Dispute Resolution negotiations. Written Notice must be given to either party in case of termination of Dispute resolution negotiations.

22.4.2 **Continued Performance.** Contractor and SOS agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract, and the parties will have the right to exercise their rights and remedies during the Dispute Resolution process.

23. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written Notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the Notice be provided later than five working days after the onset. If the Notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

24. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

25. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

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26. LIASONS, PERSONNEL AND SERVICE NOTICES

26.1 Contract Manager

State's Contract Manager and Liaison identified below is State's single point of contact and shall perform all contract management under 2-17-512, MCA, on State's behalf. Written Notices, requests, complaints, or any other issues regarding this Contract should be directed to State's Contract Manager.

State's Contract Manager	**Contractor's Contract Manager**
Dana Corson Address: 1301 E 6th Avenue City, State, ZIP: Helena, MT 59601 Telephone: 406-444-3334 E-mail: dcorson@mt.gov	[redacted] Address: 124 W Dakota Ave City, State, ZIP: Pierre, SD 57501 Telephone: [redacted] E-mail: [redacted]

26.2 Notifications

State's Contract Manager and Contractor's Contract Manager may be changed by written Notice to the other party. Written Notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If Notice is provided by personal service or facsimile, the Notice is effective upon receipt; if Notice is provided by mail, the Notice is effective within three Business Days of mailing.

26.3 Identification/Substitution of Personnel

The key personnel identified or described in the Statement of Work and other Contract documents shall perform the services provided for State under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. State reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

26.4 Contractor's Project Manager

26.4.1 Contractor must assign a qualified Project Manager who is approved by SOS prior to the assignment. Contractor's Project Manager must be at a management level sufficient to assure timely responses from all Contractor personnel. His or her resume and qualifications must be provided to SOS prior to his or her appointment as Contractor's Project Manager. The approval process may include, at SOS's discretion, an interview with the proposed original or any replacement of Contractor's Project Manager. Contractor's Project Manager will be responsible for acting as a liaison between Contractor and SOS's Project Manager.

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26.4.2 Contractor represents and warrants that Contractor's Project Manager will be fully qualified to perform the tasks required of that position under this Contract. Contractor's Project Manager will function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein.

26.4.3 Contractor's Project Manager must not be changed from the person initially proposed in Section 26.4.4 except as provided in Section 26.3 and 26.4.1. If Contractor's Project Manager is removed or replaced, Contractor will promptly (but in no event more than ten Days) provide Notice to SOS, submit a resume, and obtain approval for the replacement of Contractor's Project Manager from SOS, prior to his or her beginning work on the Project. Contractor must temporarily fill Contractor's Project Manager within seven Days of it being vacated and must fill the position with a permanent fulltime replacement within 45 Days of Contractor's Project Manager's removal or departure. Such approval will not be unreasonably withheld.

26.4.4 Contractor's Project Manager identified below will manage the day-to-day project activities on behalf of Contractor.

Contractor's Project Manager
Name: [redacted]
Address: 124 W. Dakota Ave
City, State, ZIP: Pierre, SD, 57501
Telephone #: [redacted]
E-mail: [redacted]

26.5 Contractor Staff

26.5.1 The key personnel identified or described in Contractor's Statement of Work (Appendix A – Section 2.2) must perform the Services provided for SOS under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required Work at least to industry standards and be equally or better qualified than the personnel originally assigned. SOS reserves the right to approve Contractor personnel assigned to work under this Contract, and any changes or substitutions to such personnel. Such approval will not be unreasonably withheld. This approval or disapproval will not relieve Contractor to perform and be responsible for its obligations under this Contract. SOS reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

26.5.2 Within 30 days of the Effective Date, Contractor must provide SOS an updated organization chart of Contractor's Staff, including names of Key Personnel for the Project and positions during Maintenance if not already included in the Statement of Work (Appendix A – Section 2.2). Contractor must also provide to SOS job descriptions for Key Personnel positions.

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26.5.3 Except in the case of a leave of absence, sickness, death, promotion, or termination of employment, Key Personnel must not be changed during the Project from the people who were described in the organization chart provided under 26.5.2 without the prior written approval of SOS until completion of their assigned tasks, as described in the Work Plan, or Acceptance of the System if such tasks are not so described in the Work Plan. Such changes to Key Personnel as permitted herein may be made pursuant to written letters that are approved by SOS.

26.5.4 During the term of the Contract, SOS reserves the right to approve or disapprove Contractor's and any Subcontractor's Key Personnel assigned to this Contract, to approve or disapprove any proposed changes in Key Personnel, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by SOS subject to SOS's compliance with applicable laws. Contractor must provide SOS with a resume of any member of its Key Personnel or a Subcontractor's Key Personnel assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services, for approval by the State Contract Manager.

26.5.5 Contractor assumes sole and full responsibility for its acts and the acts of its Staff. Contractor understands and agrees that SOS does not assume liability for the actions of Contractor's Staff. Contractor agrees that it has no right to indemnification or contribution from SOS for any judgments rendered against Contractor, its Subcontractors or other Staff.

26.5.6 Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of SOS. Contractor will indemnify, defend and hold SOS harmless from any and all such claims asserted against SOS. Any person who alleges a claim arising out of employment or alleged employment by Contractor will not be entitled to any compensation, rights, or benefits from SOS (including tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

26.6 SOS's Project Manager

26.6.1 SOS's Project Manager is the primary point of contact for matters of Contract performance. SOS's Project Manager or his or her designee or successor will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. SOS's Project Manager for this Contract is:

Department's Project Manager
Name: Suzanne Davis
Address: PO Box 202801
City, State, ZIP: Helena, MT 59620
Telephone #: 406.444.4296
E-mail: Suzanne.Davis@mt.gov

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26.6.2 SOS will have the right to change SOS's Contract Manager and SOS's Project Manager in its sole discretion. In the event SOS removes its Contract Manager, or its Project Manager and a delay occurs before it names a permanent replacement, SOS will appoint an interim replacement and notify Contractor of the contact information for the interim replacement, to ensure that delays do not occur in the project.

26.7 Employment of State Personnel

Contractor may not hire any current or past state employee whose hiring by the Contractor would be in violation of the requirements and prohibitions of §2-2-105, §2-2-121 or §2-2-201, MCA.

26.8 Background Checks

Contractor will provide the States' Contract Manager with documentation evidencing security clearances for all of its personnel that will have access to State data. Each security clearance must include at least a State and national criminal background check for prior felony convictions. If there are any events or circumstances with an individual providing services to the State that would disqualify such person from passing Contractor's background check procedures, Contractor will alert the State of such fact and remove such individual from the States' account. The State reserves the right to require Contractor to augment its background check and screening procedures to comply with any State or Federal policies adopted after Contract execution and from time-to-time by the State as applied to its contractors generally.

27. MEETINGS

27.1 Technical or Contractual Problems

Contractor shall meet with State's Contract Manager, Project Manager, and other designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' Notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

27.2 Progress Meetings

27.2.1 During the term of this Contract, State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and State's progress in the performance of their respective obligations. These progress meetings will include State's Project Manager,

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Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of State to perform its obligation under this Contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

27.2.2 Contractor's Project Manager must attend bi-monthly status meetings with SOS's Project Manager and other members of SOS during the Project at times as mutually agreed upon in a Project management plan. These meetings will follow a preset agenda jointly prepared by Contractor's Project Manager and SOS's Project Manager but will also allow both Contractor and SOS to discuss other issues that may concern either party.

27.2.3 Brief written status reports must be provided by Contractor at least 24 hours prior to these bi-monthly meetings. Status reports must describe the previous week's activities, including Deficiencies encountered and their disposition, results of tests, whether deadlines were met, and any Deficiencies that may have arisen that need to be addressed before proceeding to the next activities. Also described will be the anticipated activities for the current week and any changes to project risks and risk mitigations. All Reports must be produced in formats and with the level of detail approved by SOS and delivered in accordance with the terms of this Contract.

27.2.4 Contractor must produce and provide to SOS a monthly report summary that compares actual performance by Contractor of the Services (including activities related to Deliverables) to budgeted Charges and dates in the Schedule.

27.2.5 As requested by SOS, Contractor's Project Manager must both prepare and assist SOS's Project Manager in preparing special Reports and presentations related to the provision of the software for SOS. Contractor's Project Manager and other Key Personnel must also provide or produce such Reports or information as are requested by SOS's Project Manager.

27.3 Failure to Notify

If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

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27.4 State's Failure or Delay

For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby and provide for any additional Charges by Contractor. This is Contractor's sole remedy. If State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

28. TRANSITION ASSISTANCE AND COOPERATION

28.1 Contract Non-Renewal Transition

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

28.2 Cooperation and Related Contracts

28.2.1 As directed by SOS, the Contractor must reasonably cooperate with and work with the State's contractors and subcontractors. To the extent permitted by SOS's financial and personnel resources, SOS will reasonably cooperate with the Contractor and will work to ensure that SOS's other contractors reasonably cooperate with the Contractor.

28.2.2 The Contractor must ensure that the Contractor's employees and subcontractors cooperate with SOS, its employees, and subcontractors and with other state or federal administrative agency employees and subcontractors at no charge to SOS for purposes relating to the administration of the services to be delivered under this Contract and as SOS otherwise determines necessary.

28.2.3 SOS may award supplemental contracts for work related to the Deliverables under this Contract. The Contractor and its subcontractors will cooperate at no charge with other

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contractors designated by SOS under this subsection and will not commit or permit any act that may interfere with the performance of work by any Department designated contractor.

28.2.4 Contractor will not be responsible for the acts or failures to act of any other contractors or for any delays which may be caused by any other contractors, or by SOS to the extent that SOS fails to comply with its obligations under Appendix A. However, Contractor will be responsible for delays of, or acts or failures to act of, other contractors or SOS to the extent such delays, acts or failures to act are caused by or due to Contractor fault.

29. CHOICE OF LAW AND VENUE

Montana law governs this Contract. The parties agree that any litigation concerning this Solicitation, bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

30. AUTHORITY

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

31. SEVERABILTY

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

32. SURVIVAL

The rights and obligations of the Parties which, by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes, include without limitation, the provisions of the following Sections: Section 1 – Definitions, Section 5 – Warranties, Section 7 – Access and Retention of Records, Section 9 – Hold Harmless and Indemnification, Section 10 – Limitation of Liability, Section 17 – License, Intellectual Property, Ownership, and Source Code, Section 18 Patent and Copyright Protection, Section 28 – Transition Assistance and Cooperation, Section 29 – Choice of Law and Venue, and Section 31 - Severability. All such sections shall survive any termination of this Agreement

33. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

33.1 Contract

This Contract consists of 57 numbered pages, any Appendices as required, Solicitation # SOS-SOLSRC-2019-0007K, and Contractor's response and documents, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence is:

- The Contract (as amended)
- Notice of Award (SOS-SOLSRC-2019-0007K)
- Appendix A – Statement of Work and Payment Schedule
- Appendix B – Work Plan (To be supplied after contract execution)

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- Appendix C – Software fees and maintenance services

33.2 Entire Agreement

These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

34. WAIVER

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

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35. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

STATE OF MONTANA
Secretary of State
P.O. Box 202801
Helena, MT 59601

BPRO, INC.
124 W Dakota Ave
Pierre, SD 57501
FEDERAL ID # 46-0446113

BY: _____
(Name/Title)

BY: _____
(Name/Title)

_____
(Signature)

_____
(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

_____
Legal Counsel (Date)

Approved as to Form:

_____
Procurement Officer (Date)
State Procurement Bureau

Chief Information Officer Approval:

Contractor is notified that, under the provisions of 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

_____
Chief Information Officer (Date)
Department of Administration

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APPENDIX A – STATEMENT OF WORK

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APPENDIX B – WORK PLAN

(Detailed Project Plan provided with 45 days of Contract Execution)

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APPENDIX C – SOFTWARE FEES, MAINTENANCE SERVICES, AND PERFORMANC STANDARDS

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SCHEDULE A – DESCRIPTION OF SOFTWARE

1. DESCRIPTION OF SOFTWARE

Purchase Date	Component	Platform (i.e. server, desktop, etc.)	License Model (perpetual, term, etc.)	License Metric (CPU, processor, MIPS, MSU, user, etc.)	License Quantity
5/13/2019	TotalVote Election Management Software License (for Modules listed in Appendix A – Appendix B: Sole Source Letters)	Servers	Perpetual	State wide Enterprise license	1.0

2. AUTHORIZED USE

2.1 Contractor authorizes SOS the right to use the Software in the specific scope and quantities defined in Appendix A – Section 1, above. SOS's use of the Software shall not exceed the specified Authorized Use limitation.

2.2 Within 60 days of the Purchase Date, Contractor shall explain in writing to State how Software usage will be counted for State to maintain compliance with Authorized Use. For example, if a license's name and unit of measurement is a Full Administrator License, the license definition should provide explanation of what this means. An example of how the Full Administrator License is counted could be "One Full Administrator's License is equal to one user." In case of ambiguity or absence of definition, any Software Product where usage rights are unclear will be interpreted in State's favor.

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SCHEDULE B - FEES AND PAYMENTS

1. **License Fees**

1.1 Fees for Software License. In consideration for the granting of the license of the Software to SOS, SOS hereby agrees to pay to Licensor a license fee in the amount of **$410,000** upon receipt of a valid invoice in accordance with the Payment Schedule as shown in Appendix A – Section 12

1.2 Future Purchases. SOS may acquire additional licenses, other offered Election Management software modules, Services, and Maintenance and Support at the prices specified in the Payment Schedule (Appendix A – Section 12) or negotiated between SOS and the Contractor for the term of this Agreement.

2. **Maintenance and Operations Fees**

2.1 Maintenance and Operations Fees. In consideration the maintenance and support services described in Appendix A – Section 12, Appendix A - Deliverable 24.1 through 24.4, and Schedule C of this Agreement, SOS hereby agrees to pay to Licensor an annual fee in the amount of **$300,000.**

2.2 Renewal. For each subsequent year, SOS, at its sole discretion, may issue a Purchase Order to renew maintenance and support services. Only upon receipt of a signed State of Montana Purchase Order, shall maintenance and support services commence, and shall Licensor invoice SOS of such services.

2.3 Increases in Annual Maintenance Fee. Licensor Maintenance Fees may not be increased unless otherwise agreed to by SOS and the Contractor. SOS may terminate the Maintenance and Operations at any time with sixty days written notice.

2.4 Reinstatement. If Maintenance and Operations services lapse, SOS may reinstate Maintenance and Operations services at any time by issuing a Purchase Order for the Maintenance and Operations support fees. The reinstatement fees shall not exceed the monthly fee for the number of delinquent months multiplied by 50%.

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SCHEDULE C – MAINTENANCE AND OPERATIONS SUPPORT SERVICES

1. Contractor shall provide the Maintenance and Operations (M&O) Support Services described in this Section for Software, Updates and Upgrades provided to SOS pursuant to this Agreement. State will also have the option of using the Software and System without support from Contractor after the Maintenance and Operations Support Services period ends. If State elects to utilize the Software and System after the M&O period has ended, State will pay Contractor an annual licensing fee of $230,000.00, which will include licensing costs for the Software.

2. As part of Maintenance and Operations Support Services, Contractor shall provide the following:

2.1 Tier 2 help desk support available during normal business hours and specified elections period hours with help desk technicians sufficiently trained and experienced to identify or resolve most support issues and who shall respond to all requests from SOS for support within one hour after receiving a request for assistance. Maintenance and Operations Support Services is intended to preserve full functionality for all State and county users. Upgrades or changes to the Solution needed to meet additional requirements that may emerge due to new local, state, or federal legislation, policies, security enhancements, and/or administrative rules will be included in Maintenance and Operations Support Services.

Other items within scope for Maintenance and Operations Support Services include:

- Tier 2 help-desk support
- Bug fixes
- Software releases and maintenance
- Database schema extension
- Issue monitoring and resolution processes
- Minor Product Enhancements
- Status reporting

The following items are out of scope for Maintenance and Operations Support Services:

- Annual refresher training for users (available for additional cost)
- Major Product Enhancements as determined by Contractor (available for additional cost)
- Tier 2 help-desk support outside of normal business hours and specified elections period hours (available for additional cost)
- County user training (available for additional cost)

2.2 Maintenance and Operations Support Services will be provided remotely, primarily out of Contractor's headquarters in South Dakota. Tier 2 Help Desk Technical Support staff, support engineers, and Software developers are physically located at the headquarters and are available via email and phone. Subcontractor's subject matters experts (SMEs) are also remote and will communicate with State through email and phone when engaged by Contractor for problem resolution.

Upgrades, patches, and database extensions that are part of M&O are all automated scripts that are administered remotely by Contractor. Training is also done remotely in the Sandbox environment or may be delivered by webinar in a train-the-trainer approach. Administrator and end user documentation

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including user manuals and guides will be available within the TotalVote application, accessible through any web browser.

3. SOS will provide Tier 0 and Tier 1 help desk support. Contractor will provide Tier 2 support. Contractor will provide phone and email contact info and access to Team Foundation Server (TFS) for issue tracking. If Contractor does not respond promptly to any request by SOS for telephone consultative service, then SOS may attempt to contact the next more responsible or qualified person on the Calling List until contact is made and a designated person responds to the call.

4. State has certain responsibilities in order to enable Contractor to be able to provide the services it is expected to deliver at the level of quality expected. These responsibilities are outlined below:

- State/County users that experience an error that does not prompt a system error message will provide a detailed report of the error to SOS PM to generate an online job ticket to deliver to Contractor for analysis.
    - Users will recreate the error experienced prior to reporting.
    - The ticket will include details about which user reported the error, when it was reported, how it was created, any information about the step right before the error occurred, screenshots if possible, and the expected outcome that did not occur.
- Requested system Enhancements must be fully specified by State and submitted by SOS PM before development begins. State will participate in QA testing in the Sandbox environment on instruction from Contractor.
- SOS Project Manager will work closely with Contractor to ensure compliance with any new requirements that prompt a change to the Solution.
- State is responsible for defining all new requirements identified during the Maintenance and Operations Support Services period.
- State is responsible for training end-users on new features as well as for continual user training on existing system features, annual or other cadence refresher trainings, and or specialized training of county users for existing features.

Contractor shall make reasonable efforts to respond to SOS's initial request for assistance in correcting or creating a workaround for an Error based on the prioritization model for issue resolution. Prioritization of issues will be determined by mutual agreement of both the Contractor and State. Contractor's response shall include assigning fully-qualified technicians to work with SOS to diagnose and correct or create a workaround for the Error and notifying SOS Representative making the initial request for assistance of Contractor's efforts, plans for resolution of the Error, and estimated time required to resolve the Error. Contractor shall correct Errors caused by the Object Code by modifying Source Code and distributing the modified Software to SOS on the schedule called for in this Section (4).

4.1 For Class 1 Errors, Contractor initial phone response within 1 hour; resolution beginning within 1 hour; status report every hour. Contractor shall provide a Correction or workaround reasonable in SOS's judgment within the Repair Period after SOS reports the Error. These steps shall include assigning fully-qualified technicians to work with SOS without interruption or additional charge, until Contractor provides a Correction or workaround that is reasonable in SOS's judgment.

4.2 For Class 2 Errors, Contractor initial phone response within 4 hours; resolution beginning within 8 hours; status report once a day. Contractor shall take reasonable steps to provide a Correction or a

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workaround reasonable in SOS's judgment. These steps shall include assigning fully-qualified technicians to work with SOS during SOS's regular business hours until Contractor provides a workaround reasonable in SOS's judgment or a Correction or SOS determines after consultation with Contractor that such a workaround or Correction cannot be produced by Contractor's technicians.

4.3 For Class 3 Errors, Contractor initial phone response within 8 hours; resolution beginning as prioritized by Contractor and mutually agreed to by SOS; status report once a week. Contractor shall correct the Errors by all reasonable means. Contractor shall correct the Errors and distribute the modified Software to SOS no later than the next Update, unless Contractor has scheduled release of such Update less than 30 calendar days after SOS's Notice, in which case Contractor shall correct the Error no later than the following Update.

4.4 Without limiting Contractor's obligations under this Section, if Contractor does not deliver a Correction for an Error within the times allowed by this Section (whether Contractor has delivered a reasonable workaround or not), Contractor shall provide a written analysis of the problem and a written plan to supply SOS with a Correction.

5. Notwithstanding Section 4, if an Error prevents SOS from making productive use of the Software and System, Contractor shall use its best efforts to provide an effective workaround or a Correction by the time SOS opens for business on the Business Day after the Business Day on which SOS first reports the Error.

6. SOS shall submit to Contractor a listing of output and such other data as Contractor reasonably may request in order to reproduce operating conditions similar to those present when SOS detected the Error.

7. Contractor shall provide all Updates to SOS at no additional charge when Updates are completed.

8. **Ongoing updates and releases**. Contractor shall work with SOS to provide ongoing updates and patches releases for the Software and System.

8.1 Recommendations – Contractor shall specify and recommend for purchase or licensing software, related utilities, and third-party tools necessary for maintaining the effective and efficient operations of the Software and System.

8.2 Coordination Meetings – Contractor shall commit its staff it deems appropriate, to attending a monthly or otherwise scheduled Maintenance and Operations Support Services coordination meeting that includes SOSs' key personnel or others as deemed appropriate.

8.3 Reports – Contract shall provide Maintenance and Operations Reports as specified below.

Monthly Status Report – Contractor shall provide a monthly Maintenance and Operations Support status report to the Contract Administrator or other State staff as deemed appropriate. The status report shall contain, at a minimum, issues requiring remediation by SOS, data on numbers and types of application support "trouble tickets" it has received and resolved, and the total number of outstanding "trouble tickets". The status report shall contain, at a minimum, data on any all security incidents associated with the Software and System.

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8.4 Third Party Software and Utilities. Contractor, in conjunction with SOS, shall plan updates to third party software products that support the Software and system. For example, Microsoft products, imaging components, and other third-party software. The actual implementation of these updates in SOS's environment is not the responsibility of the Contractor. However, the Contractor will provide evaluation, testing, and software changes to the Software and System required to support current versions, as well as one version back, of third-party software products. The Contractor must certify the Software and System will run on a virtual server environment utilizing the VMWare suite of server virtualization products during the course of the Agreement. SOS will provide a Test instance of the Software and System to Contractor to use for this certification.

8.5 Disaster Recovery. Contractor shall provide procedures and documentation as specified in Appendix A – Deliverable 16.1. Contractor will assist SOS in providing input on procedures, escalation steps, timeframes, and documentation associated with responding to notification of a partial or catastrophic failure of the Software and System. Contractor will be responsible to assist SOS in restoring the Software and System to full production capacity and capability. Contractor will coordinate its work with the Contract Manager or other designated point of contact.

8.6 Disaster Recovery Testing. Contractor will provide procedures, any required updated Software or System documentation, coding, and assistance in an annual test of disaster recovery procedures. Contractor will coordinate the its work with the Contract Manager or other designated point of contact.

8.7 Software Updates and Enhancements – Contractor originated. Contractor will provide updates to the base Software and System as Contractor develops customer wide updates and enhancements at no additional charge to the license fee and annual Maintenance and Operations Support Services Cost. The Contractor and State will mutually agree to a Time and Material based charge for implementation services required to modify and implement the customer wide updates and enhancements. SOS agreeds to participate in a TotalVote Customer advisory group to discuss and prioritize Contractor originated changes to the base Software and System.

8.8 Software Updates and Enhancements – State originated changes where code development is required. Contractor will provide minor enhancements that require code development at no additional charge. The enhancement and update will not be replicate functionality in a TotalVote module not licensed by SOS. These updates and enhancement will be perfective and adaptive changes and do not substantially change the base functionality of the Software and System. An example may be a coding change to cause a pop-up window to appear on a specific action or to change the text that pop-up window displays.

8.9 Software Updates and Enhancements – State originated no coding required. Contractor will provide minor enhancements that require configuration changes in the Software and System at no additional cost. The enhancements and updates will be perfective and adaptive changes requiring configuration changes in the base Software and System. The changes do not require any additional coding or development work to be completed by the Contractor only changes to the existing configuration parameters.

8.10 Provision of requested changes to Software and System. Contractor will work with SOS and the Montana Election and Technology Advisory Council (METAC) to receive, plan, manage, and gather requirements based on feedback from end-users regarding enhancements and changes to the Software

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and System. Contractor commits to providing patches and updates as agreed to by SOS two times a year on even numbered years and three times a year on odd numbered years. Contractor originated patches and updates will be provided on a schedule chosen by the Contractor unless the update is to address a critical security vulnerability. In the case of a critical security vulnerability, an update or patch must be provided by the Contractor to SOS no later than 30 days from the date the security vulnerability was known to the Contractor.

8.11 Update and Patch management plan. Contractor and State will develop and mutually agree to a plan to gather user feedback and manage patches and updates. A process plan will be provided as Deliverable 20.3 (Appendix A – Section 5.3).

8.12 Quality Assurance Approach. Contractor's quality assurance approach and process plan will be documented in the Update and Patch management plan and provided as a subpart of Deliverable 20.3 (Appendix A – Section 5.3).

9. Training. Contractor will provide at a minimum at least one annual three-day training for new State staff. This training will be provided remotely by video conference. Contactor is also responsible for updating documentation of the Software and System as required by Updates, Patches, and/or Enhancements. Contractor and SOS commit to mutually agree on the approach and responsibility of who will provide County Election Administrator training that may be required to implement an Update, Patch, or Enhancement. On-site training is out of scope and will be an additional cost.

10. Additional Services. As its sole discretion, the Secretary of State may issue separate statements of work, based on an hourly cost of $125.00 or at a rate otherwise negotiated for activities that extend beyond the scope of the annual Maintenance and Operations Support. Statements of work for additional services will be subject to the Agreement and an agreed to payment schedule and hold-back.

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SCHEDULE D – PERFORMANCE STANDARDS

Performance Standards for the Software and Solution will be agreed to and specified to by the Contract and SOS 60 (sixty) days prior to putting the Software and Solution into Production as specified in Appendix B.

Performance Standards are Deliverable 17.4 per Appendix A – Section 5.3. The accepted standards report will append to Appendix C - Schedule D.

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APPENDIX – A

Statement of Work
(As Amended)

For

Montana Secretary of State's TotalVote Election Software and Implementation Project

Between: Montana Secretary of State

and: BPro, Inc.

Pre ared b :
[redacted] and Stuart Fuller

Under Contract #: SOS-SOLSRC-2019-0007K

Under Contract Name: TotalVote Election Software and Implementation

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Statement of Work

1.0 Introduction

1.1 Project Title

This work is being performed under the TotalVote Election Software and Implementation Contract (SOS-SOLSRC-2019-0007K) for the implementation of BPro's TotalVote system as a replacement for the Montana Secretary of State's current voter registration system and election management system.

This Statement of Work (SOW) is made and entered by and between the Montana Secretary of State (SOS) and BPro, Inc. This SOW incorporates by reference the terms and conditions of Contract Number SOS-SOLSRC-2019-0007K which this SOW is Appendix A to the contract. In case of any conflict between this SOW and the Contract, the Contract shall prevail per Section 34.1 of the Contract.

SOS and BPro agree as follows:

1.2 Background

The Montana Secretary of State has previously implemented the BPro Election Night Reporting (ENR) module under CEP #10-SOS-DA-08 Central Election Reporting System (CERS). Several modules specified in the CEP were designed but not implemented by SOS. The additional modules specified in the Sole Source Letter (Appendix B of this SOW) of BPro's voter registration and election management suite of products will complement Election Night Reporting.

The intent of acquiring additional election software modules from BPro is to replace the existing Electus Voter Registration and Election Management software and system that SOS is currently using. SOS also intends to replace a separate candidate filing system with the TotalVote Software and System.

SOS and BPro initially worked towards a contracted December 2019 implementation date for utilization of the implemented system in the 2020 election cycle. Because sufficient progress was not made meeting that goal, SOS and BPro agree to amend the Contract and Work Plan to implement the system after the 2020 General election and before the 2022 Primary election.

1.3 Objectives

The objective of this project is to replace the existing voter registration and election management system with a modern solution in time for use in the 2022 Primary election. That solution will be BPro's TotalVote Election Software and System.

1.4 Reference to other applicable documents attached to this SOW.

- Appendix A: High-Level Project Plan
- Appendix B: Intent to Sole Source Letter and Sole Source Letter

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2.0 Staffing Roles and Responsibilities

2.1 Staffing

When working on Sprints that require development work, BPro agrees to provide sufficient developer resources to those Sprints. To ensure progress is being made, BPro agrees to deliver no less than 90% of the user stories accepted for the Sprint.

Time spent on the project will be measured using TFS metrics. If there is a dispute over effort, BPro agrees to provide such time keeping records to SOS to show compliance with this requirement.

Project Manager – BPro

BPro's Pro ect Manager is:
Name: [redacted]
Address: 124 W. Dakota Ave
City: Pierre
State & Zi : SD 57501
Phone: [redacted]
Email: [redacted]

Project Manager – SOS

SOS's Project Manager is:
Name: Suzanne Davis
Address: PO Box 202801
City: Helena
State & Zip: Montana 59620
Phone: 406.444.4296
Email: Suzanne.Davis@mt.gov

2.2 Roles and Responsibilities Matrix

BPro Staff, Roles and Responsibilities

Project Role		Responsibilities
BPro Project Manager	[redacted] (Key Personnel)	• Project Manager for the project from BPro. • Responsible for managing all project management tasks, scheduling, and communication regarding the project. • Develop and maintain Project Plan documents and Project Schedule in collaboration with the SOS PM. • Coordinate with the SOS PM for deliverable walkthroughs, demos, testing, and approval processes. • Manage BPro resources for production of deliverables.

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		• Ensure delivery of deliverables as per project schedule.
BPro Solutions Architect	[redacted] (Key Personnel)	• Provide technical expertise in the design and architecture of the solution.
Technical Leads	[redacted] (Key Personnel)	• Responsible for ensuring that all technical aspects of the projects are addressed. • Responsible for all technical design. • Oversees implementation of the designs. • Develops technical documentation. • Help the SOS PM assess BPro's technical capabilities in implementing the proposed architecture and technical solution and supporting it post implementation. • Ensure BPro implements the required configuration and staging environments. • Oversee delivery of hosting, platform, and system interfaces in accordance with requirements and design. • Oversee system configuration, Unit and Integration testing deliverables submissions and provide approval. • Oversees BPro work relating to technical aspects of implementation and testing. • Provide inputs into technical knowledge transfer and mentoring as applicable.
Business Analyst	[redacted]	• Deliver Training and Training Plans. • Analyze User Stories to support Sprint planning and development efforts.
Developers	(TBA)	• Responsible for executing tasks and producing deliverables as outlined in the SOW.

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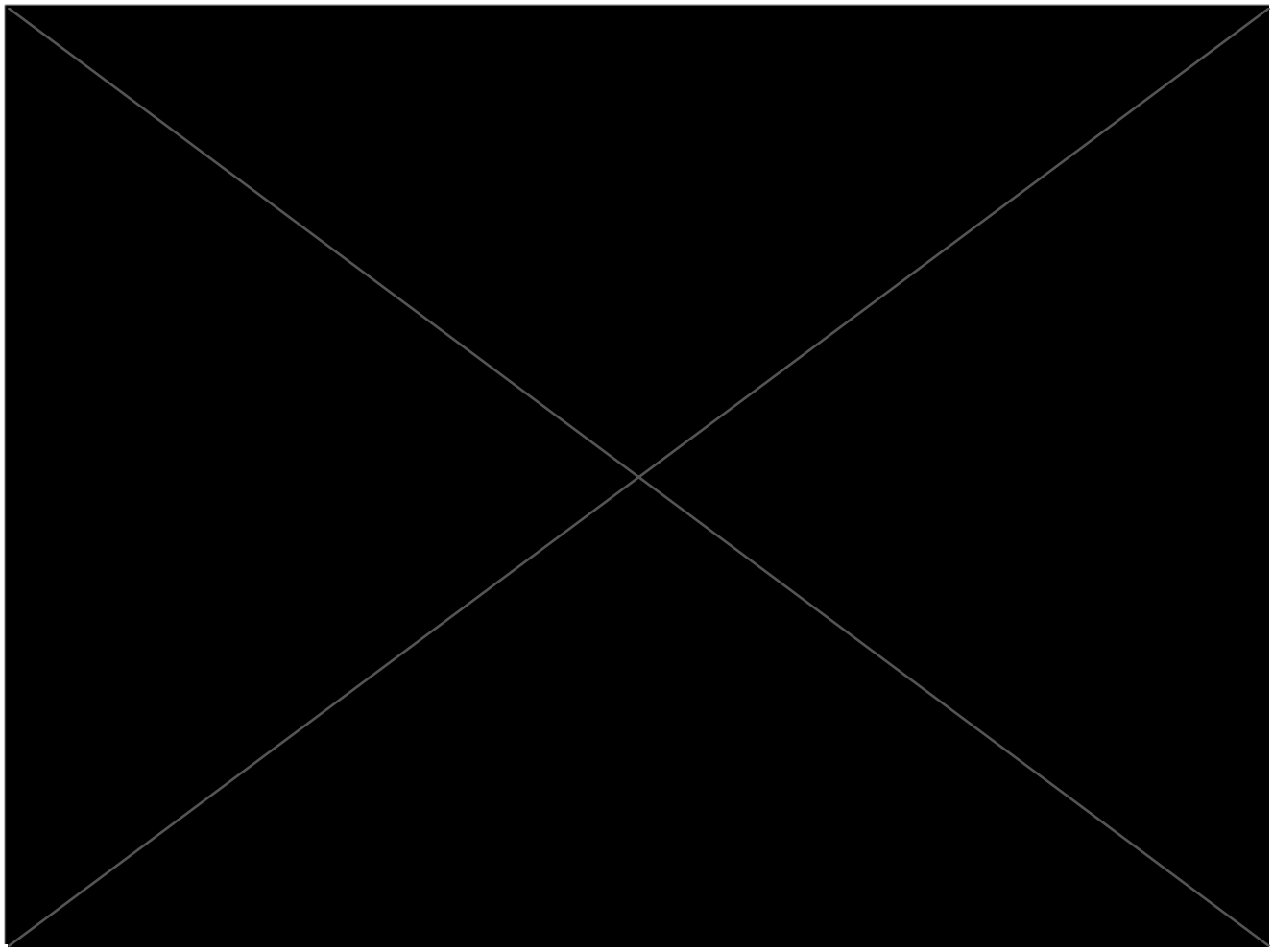
BPro Organizational Chart



SOS Staff, Roles and Responsibilities

Project Role		Responsibilities
SOS Project Sponsor	Corey Stapleton, Secretary of State	• Executive Sponsor
SOS Senior Project Director	Dana Corson (Key Personnel)	• Executive Project Director • Final decision-making authority for SOS for all project issues. • Overall responsibility for success and execution of the project for SOS. • Project Contract Manager.
SOS Elections and Voter Services	Stuart Fuller (Key Personnel)	• Oversees elections for SOS

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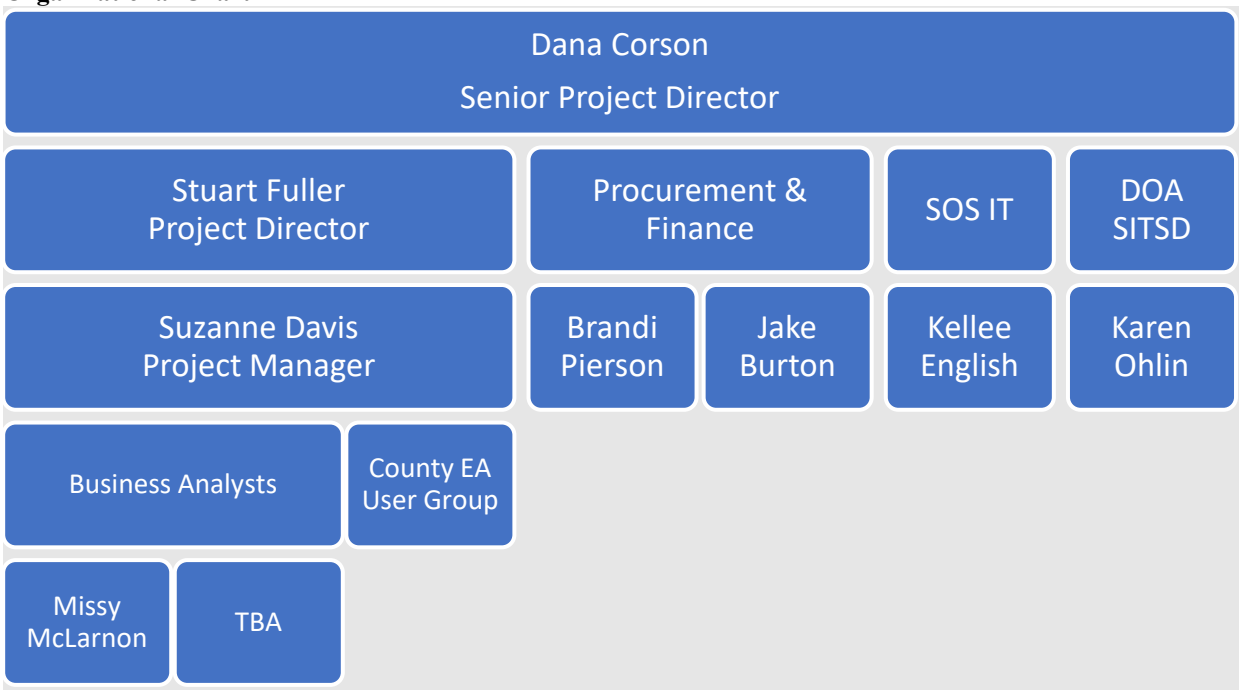
Manager (Project Director)		• Gives overall guidance and direction for the project. • Provides technical assistance and guidance for IT security and IT infrastructure. • SOS technical architect
SOS Project Manager	Suzanne Davis (Key Personnel)	• Project Manager for the project from SOS. • Responsible for managing SOS project management tasks, scheduling, and communication regarding the project. • Works with BPro PM to review and approve Project Plan documents and Project Schedule in collaboration with the BPro PM. • Coordinate with the BPro PM for deliverable walkthroughs, demos, testing, and approval processes. • Manages SOS and County Election Administrator resources for input and collaboration on the various project deliverables • Reviews, approves, and accepts project deliverables in coordination with Project Director. • Ensure delivery of BPro deliverables are per project schedule and contract. • Oversees and direct SOS business analysts. • Makes day-to-day decisions on the project regarding tasks, schedule, and coordination of resources.
SOS business analysts	Missy McLarnon TBA (Key Personnel)	• Assists with SOS project deliverables and responsibilities • Helps gather, review, clarify, and document functional requirements to implement the BPro TotalVote Software and System. • Manages County Election Administrator resources including user group and testing resources. • Assists and manages SOS portion of testing including user Acceptance testing. • Provides other project assistance as required.
SOS Information Technology	Kellee English	• Overall coordination of IT for SOS.

DOA/SITSD	Karin Ohlin	• Liaison to Department of Administration – State Information Technology Services Division • SITSD Technical architect • Infrastructure hosting provider for network, security, and server resources.
SOS Procurement Official	Jake Burton	• SOS liaison to State Procurement Bureau. • Responsible for procurement items.
SOS Fiscal Official	Brandi Pierson	• SOS financial official • Responsible for invoice, payment, and other fiscal items.
County Election Administrators User Group		• Subject Matter Experts. • Assists with creation of User Stories. • Assists with mapping business requirements to system configuration.

SOS Organizational Chart



3.0 Key Assumptions

Assumptions of SOS:

- The TotalVote Software and System will be able to replace the existing Electus (MT Votes) Software and System in order to manage the 2022 election cycle.
- The schedule will be accomplished as stated in this SOW.

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- Minor adjustments to Project Scope and functional requirements will be allowed that don't delay project implementation or success in order to replicate and accommodate critical business functions of the existing Electus system.
- The project requires substantial work in gathering and refining requirements and User Stories in order to analyze the gaps between the current processes used for managing elections and voter registration, and new processes for the TotalVote software. SOS and County Election Administrators have primary responsibility for this work with assistance from BPro.
- BPro has sufficient staff and development resources to accomplish the work required by the deliverables for the schedule outlined in the SOW.

Assumptions of BPro:

- Users will be available to test during the time they agree to.
- Training rooms will be set up by SOS.
- Funding for the project has been secured by SOS.
- Project scope will not change once SOS PM signs off on the scope and Acceptance criteria of the requirements.
- Project will follow an Agile Scrum development process for the configuration, development, and customization of the software.
- This project will have the full support of SOS's PM, stakeholder, and project team.
- The purpose of this project will be communicated within SOS and to County Election Administrators prior to deployment.
- Statewide shapefiles will be provided for use with the TotalAddress functionality.

4.0 Risks

Risks of this project include the following:

1. BPro staffing and resource availability
    a. Mitigation:
        i. Sufficient staffing by BPro and SOS
        ii. Quick decision-making process
        iii. Involvement of Subject matter experts
        iv. Commitment of dedicated BPro staff resources to this project.
    b. Responsibility: BPro & SOS

2. Unknown functional requirements
    a. Mitigation:
        i. Configuration and implementation of system environments.
        ii. Demonstrations and Joint Application Development meetings to analyze and resolve gaps in system functionality.
        iii. Configuration and customization adjustments in software and system
        iv. Adjustment of business requirements
    b. Responsibility: BPro & SOS

3. Error and defects in the Software and System that prevent a successful timely implementation.
    a. Mitigation:
        i. Early unit testing
        ii. Early User Acceptance testing

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iii. End-to-End testing
iv. Determine workaround until fix can be implemented.

b. Responsibility:
i. BPro – coding and error detection/resolution
ii. SOS – testing

4. Resistance to change by user community
a. Mitigation:
i. Communications
ii. Training
iii. User community involvement in configuration and testing
iv. Demonstration system
b. Responsibility:
i. SOS – User communications, testing
ii. BPro – Training & Demo system

5. Schedule slipping and not meeting deliverables
a. Mitigation:
i. Frequent scheduled Project Management meetings.
ii. Regular review of schedule and deliverables.
iii. Adjustments in Work Plan.
iv. Dedication of staff resources.
v. Additional staff resources as necessary.
b. Responsibility
i. BPro – good project management practices and timely deliverables.
ii. SOS – communications and management of receipt of deliverables.

6. Unknown Critical Functional gap
a. Mitigation:
i. Demonstration system
ii. User story and requirements mapping
b. Responsibility
i. BPro – demonstration system, User Story and requirements review
ii. SOS – early User Story/requirements mapping and review

5.0 Scope of Work

The Software and System provided will be a Commercial Off-the-Shelf (COTS) solution which includes configurable and customizable modules for candidate management, voter registration, petition management, election management, election reporting, and voter information.

The entire system will be implemented to handle all aspects of the 2022 Special and School District, Primary, and General Elections. The following modules and functionality will be implemented according to the schedule:

- Secure Login Portal
- Ballot Creation

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- Ballot Management
- Report Generator – Advanced Search
- Candidate Management
- Point Address Management - TotalAddress
- Petition Management
- Voter Registration
- Interfaces for:
  - Montana Voter files
  - Voter verification – Driver's License and SSN
  - Department of Health and Human Services (Vital Statistics)
  - Department of Corrections (Prisoners)
- Voter Information Portal
- Canvassing
- Election Night Reporting (integration)
- Address Validation
- Electronic Ballot

See, Section 5.3 for additional information regarding the deliverables of this project.

5.1 Inclusions

See, Section 5.3 for information regarding the deliverables of this project.

5.2 Exclusions

Items not covered in the project scope include the following:

- Extensive changes to the BPro Election Night Reporting (ENR) module which was implemented for Montana under CEP #10-SOS-DA-08 Central Election Reporting System (CERS). The TotalVote system will be integrated with the ENR module as necessary to allow ENR to properly function.
- Automation unit testing.
- BPro is not responsible for providing detailed Test scripts. SOS is responsible for developing test scripts. However, BPro is responsible for providing multiple test script examples and will review developed scripts for accuracy and applicability. BPro will also assist with testing as described in Section 5.3.
- Additional environment set-up beyond the initial agreed upon environment architecture. BPro will provide additional assistance and documentation with environment set-up required by upgrades and patches as part of the on-going System and Software maintenance.

5.3 Deliverables

The following sections describe the required Deliverables and tasks to be performed by BPro for each Deliverable under the terms of this Agreement. BPro must perform each task but is not limited to performing only the identified tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that BPro's obligation is to perform and deliver the Deliverable as described in the following sections. Payments will only be made for entire accepted Deliverables.

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As part of delivery, BPro agrees to scan the appropriate source code with an automated source code tool and provide SOS with a report of the results of that scan for each deliverable that requires code modifications. SOS agrees to reimburse BPro the cost of the license for a tool up to the equivalent cost of a "Enterprise License" for the current commercially available version of SonarQube for 1 Million lines of code. The license reimbursement is for the period of implementation and not for Maintenance and Operations. Payment and specifications for this requirement is set as Deliverable 25. SOS may waive the requirement for source code scanning on an individual deliverable basis.

Deliverable 0 – License Fee

Deliverable Zero	Due Date	Compensation
License Fee	Within 30 days of contract execution.	Per attached schedule of deliverables

Task Item	Del. #	Description
TotalVote License Fee	0.1	BPro will assess a licensing fee for SOS to use the TotalVote software under a one-time, perpetual license. **Deliverable Format:** License agreement **Acceptance Criteria:** 1) Agreement language matches terms and conditions contained within the contract between BPro and the State of Montana.

Deliverable 1 – Project Kickoff

Deliverable One	Due Date	Compensation
Project Kickoff	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del. #	Description
Kickoff Meeting Agenda	1.1	In coordination with the SOS Project Manager BPro will develop and provide a proposed meeting agenda to the SOS. **Deliverable Format**: Microsoft Word Document.

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Conduct Project Kickoff Meeting (on-site)	1.2	BPro will conduct an overall project kickoff meeting. Topics for consideration include: 1) Team Introductions and Roles and Responsibilities; 2) High level Contract Schedule; 3) High level Development Approach; 4) Initial Requirements Finalization Strategy; 5) High level Discussion of Deliverables to be Developed; 6) Project Get-started Activities; 7) Data Conversion Approach; and 8) Testing and Training Overview. 9) IT hosting requirements Deliverable Format: Meeting Agenda (Microsoft Word), Presentation (Microsoft PowerPoint) and formats other than Microsoft may be used by mutual agreement. Acceptance Criteria: 1) Presentations and discussions follow agenda. 2) Content presented is complete.

Deliverable 2 - Project Management Plans

Deliverable Two	Due Date	Compensation
Project Management Plans	Per Schedule	Per attached schedule of deliverables

Task Item	Del. #	Description
Project Management Plan	2.1	BPro Project Manager will coordinate with SOS Project Manager in the development of an overall Project Management Plan that outlines the overall management plan of the project and serves as a formal vehicle of communication regarding how the project is executed, monitored, and controlled. This plan will include other applicable plans. BPro Project Manager will provide updates to the SOS Project Manager as needed. Deliverable Format: Microsoft Word Document or another format mutually agreed upon between SOS Project Manager and BPro.

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		Acceptance Criteria: 1) BPro Project Manager completes SOS Project Management Plan template with BPro information. 2) Information provided by BPro Project Manager is current, accurate and complete.
Project Schedule (Work Plan)	2.2	BPro Project Manager will collaborate with SOS Project Manager on the development of the Project Schedule that will form the Work Plan (Appendix B of the Agreement). This document is to provide project milestones and tasks needed to complete BPro's proposed solution. BPro Project Manager will provide BPro tasks and schedule for the Integrated Project Schedule to the SOS Project Manager. SOS Project Manager will manage the Integrated Project Schedule. Deliverable Formats: Microsoft Project (.mpp format) Document and Adobe PDF Format or another format mutually agreed upon between SOS Project Manager and BPro. Acceptance Criteria: 1) Tasks and milestone dates are consistent with BPro's TFS tracking tools such as burndown charts, task board and Scrum board. 2) Tasks can be integrated into the Project Master Schedule. 3) Milestones and Tasks are detailed enough to support scheduled dates and times.

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Communications Plan	2.3	BPro will coordinate with SOS Project Manager in the development of an overall Project Communications Plan that outlines the names, roles, contact information and processes for coordinating and facilitating transparent and timely information sharing among all members of the SOS Project Team, BPro Project Team, the County Election Administrators, and other identified stakeholders. BPro Project Manager will provide updates to the SOS Project Manager as needed. Deliverable Format: Microsoft Word Document or another format mutually agreed upon between SOS Project Manager and BPro. Acceptance Criteria: 1) BPro completes SOS Project Communications Plan template with BPro team information. 2) Information provided by BPro is current, accurate and complete. 3) Plan clearly outlines communication methods, reports, meetings, and required communications to stakeholders.
Change Management Plan	2.4	BPro will coordinate with SOS Project Manager in the development of an overall Project Change Management Plan that outlines the processes to be used to manage changes to changes to scope, schedule, and budget or other changes that affect scope delivery. BPro Project Manager will provide updates to the SOS Project Manager as needed. Deliverable Format: Microsoft Word Document or another format mutually agreed upon between SOS Project Manager and BPro. Acceptance Criteria: 1) BPro completes SOS Project Change Management Plan template with BPro team information. 2) Information provided by BPro is current, accurate and complete. 3) Change Management Plan clearly outlines the process and procedures to manage change and change requests for the project.

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Code Configuration and Release Management Plan	2.5	BPro will document its code configuration and development management, version control process, and release management processes in a Code Configuration and Release Management Plan. The Code Configuration and Release Management Plan will also document how release notes will accompany the release of software modules. BPro Project Manager or the BPro Business Analyst will also document the content of the release notes and include notes regarding stories, requirements, bug fixes, and any other software modifications included in each release. BPro Project Manager will provide updates to the SOS Project Manager as needed. Deliverable Format: Microsoft Word Document or another format mutually agreed upon between SOS Project Manager and BPro. Acceptance Criteria: 1) BPro completes the SOS Configuration and Release Management Plan template with required information. 2) Information provided is current, accurate and complete. 3) Document will include screenshots and other information from Microsoft Team Foundation Server to document and explain processes. 4) Release notes plan meets specifications for completeness and clarity.

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Requirements and User Story Management Plan	2.6	BPro shall detail BPro's approach to the method of capturing and maintaining requirements and User Stories throughout the development process. This plan shall detail the methods, tools, and technologies used to capture, catalog, and manage all types of requirements including User Stories, features, and all requirements and use cases compiled during requirement gathering and gap analysis. BPro Project Manager will provide updates to the SOS Project Manager as needed. Deliverable Format: Microsoft Word Document or another format mutually agreed upon between SOS Project Manager and BPro. Acceptance Criteria: 1) BPro completes the SOS Requirements and User Story Management Plan template with required information. 2) Information provided is current, accurate and complete. 3) Document will include screenshots from Microsoft Team Foundation Server to clarify and document the processes. 4) The plan reflects current practices and is sufficient to manage requirements for the overall success of the project.

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Test Plan	2.7	BPro will coordinate with the SOS Project Manager to develop a Test Plan identifying and documenting the Project's methodology/strategy to implement testing processes during the entire software development process (from software requirements through software production rollout). BPro will provide details of its development and testing processes and procedures for inclusion in the overall plan. BPro Project Manager will provide updates to the SOS Project Manager as needed. Deliverable Format: The output of this task will be delivered in a Microsoft Word Document or another format mutually agreed upon. Acceptance Criteria: 1) BPro completes the SOS Test Plan template with required information. 2) Information provided is accurate and complete. 3) Document will include workflow diagrams to clarify processes when appropriate. 4) The plan reflects current practices. 5) Plan content is delivered to match supplied template or format specifications of SOS Project Manager.

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Deliverable 3 – Project Environment Setup and Configuration

Deliverable Three	Due Date	Compensation
Project Environment Setup and Configuration	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del. #	Description
Install and Configure Development Environment	3.1A	BPro will coordinate with SOS's hosting provider(s) to install, configure, and back up a development environment for the project's system. SOS will be responsible for the procurement, standup, as well as all connection to the SOS and State of MT network. The system environments will be: • Development • Staging • Testing / Training • Production Deliverable Format: Configured and functional TotalVote Software System environment and Configuration as-built documentation. Acceptance Criteria: 1) Server configurations meet specifications of SOS's hosting provider. 2) Software and System is functional. 3) Documentation of the Software and System installation is accurate and complete.

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Install and Configure the Web, Application, Database Servers, and load balancing system	3.1B	BPro will coordinate with SOS's hosting provider with the install, configure, and back up the web, application and database servers and load balancing system for the development system environments specified in deliverable 3.1A. Deliverable Format: System environment and configuration documentation Acceptance Criteria: 1) Server configurations meet specifications of SOS's hosting provider. 2) SOS Project team can log in and navigate through the system. 3) Software and System is functional. 4) Documentation of the Software and System installation is accurate and complete.
Populate System Environment Databases with Test Records	3.1C	BPro will populate development environment databases with test records that allows the functionality of the system to be demonstrated. Deliverable Format: Appropriate data records in environment database. Acceptance Criteria: 1) SOS Project Team member can view test records in database from various screens. 2) SOS Project Team member can examine key functionality of the system using test records.

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Install and Configure Staging Environment	3.2A	BPro will coordinate with SOS's hosting provider(s) to install, configure, and back up a staging environment for the project's system. SOS will be responsible for the procurement, standup, as well as all connection to the SOS and State of MT network. **Deliverable Format:** Configured and functional TotalVote Software System environment and Configuration as-built documentation. **Acceptance Criteria:** 1) Server configurations meet specifications of SOS's hosting provider. 2) Software and System is functional. 3) Documentation of the Software and System installation is accurate and complete.
Install and Configure the Web, Application, Database Servers, and load balancing system	3.2B	BPro will coordinate with SOS's hosting provider with the install, configure, and back up the web, application and database servers and load balancing system for the staging system environments specified in deliverable 3.2A. **Deliverable Format:** System environment and configuration documentation **Acceptance Criteria:** 1) Server configurations meet specifications of SOS's hosting provider. 2) SOS Project team can log in and navigate through the system. 3) Software and System is functional. 4) Documentation of the Software and System installation is accurate and complete.

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Populate System Environment Databases with Test Records	3.2C	BPro will populate staging environment databases with test records that allows the functionality of the system to be demonstrated. **Deliverable Format:** Appropriate data records in environment database. **Acceptance Criteria:** 1) SOS Project Team member can view test records in database from various screens. 2) SOS Project Team member can examine key functionality of the system using test records.
Install and Configure Test/Training Environment	3.3A	BPro will coordinate with SOS's hosting provider(s) to install, configure, and back up a test/training environment for the project's system. SOS will be responsible for the procurement, standup, as well as all connection to the SOS and State of MT network. **Deliverable Format:** Configured and functional TotalVote Software System environment and Configuration as-built documentation. **Acceptance Criteria:** 1) Server configurations meet specifications of SOS's hosting provider. 2) Software and System is functional. 3) Documentation of the Software and System installation is accurate and complete.

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Install and Configure the Web, Application, Database Servers, and load balancing system	3.3B	BPro will coordinate with SOS's hosting provider with the install, configure, and back up the web, application and database servers and load balancing system for the test/training system environments specified in deliverable 3.3A. **Deliverable Format:** System environment and configuration documentation **Acceptance Criteria:** 1) Server configurations meet specifications of SOS's hosting provider. 2) SOS Project team can log in and navigate through the system. 3) Software and System is functional. 4) Documentation of the Software and System installation is accurate and complete.
Populate System Environment Databases with Test Records	3.3C	BPro will populate test/training environment databases with test records that allows the functionality of the system to be demonstrated. **Deliverable Format:** Appropriate data records in environment database. **Acceptance Criteria:** 1) SOS Project Team member can view test records in database from various screens. 2) SOS Project Team member can examine key functionality of the system using test records.

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Install and Configure Production Environment	3.4A	BPro will coordinate with SOS's hosting provider(s) to install, configure, and back up a Production environment for the project's system. SOS will be responsible for the procurement, standup, as well as all connection to the SOS and State of MT network. **Deliverable Format:** Configured and functional TotalVote Software System environment and Configuration as-built documentation. **Acceptance Criteria:** 1) Server configurations meet specifications of SOS's hosting provider. 2) Software and System is functional. 3) Documentation of the Software and System installation is accurate and complete.
Install and Configure the Web, Application, Database Servers, and load balancing system	3.4B	BPro will coordinate with SOS's hosting provider with the install, configure, and back up the web, application and database servers and load balancing system for the Production system environments specified in deliverable 3.4A. **Deliverable Format:** System environment and configuration documentation **Acceptance Criteria:** 1) Server configurations meet specifications of SOS's hosting provider. 2) SOS Project team can log in and navigate through the system. 3) Software and System is functional. 4) Documentation of the Software and System installation is accurate and complete.

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Populate System Environment Databases with Test Records	3.4C	BPro will populate Production environment databases with test records that allows the functionality of the system to be demonstrated. **Deliverable Format:** Appropriate data records in environment database. **Acceptance Criteria:** 1) SOS Project Team member can view test records in database from various screens. 2) SOS Project Team member can examine key functionality of the system using test records.

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Deliverable 4 – Requirements Management

Deliverable Four	Due Date	Compensation
Requirements Management	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del. #	Description
Configure Requirements Management in TFS	4.1	BPro is responsible for the procurement, charges, and management of Microsoft Team Foundation Server (TFS) hosting services (Azure). BPro will configure TFS for tracking project requirements, User Stories, and Agile reporting metrics as defined in the Requirements and User Story plan. TFS will be configured to support the Agile development process. BPro will be responsible for costs associated with implementing Multi-Factor Authentication (MFA) for TFS. SOS will be responsible for paying the incremental difference for the TFS subscription rate of only SOS users to enable MFA. These costs will be reimbursed by SOS to BPro on an annual basis and are part of Deliverable 25. **Deliverable Format:** Functional Microsoft Team Foundation Server (Azure) application environment and requirements repository. **Acceptance Criteria**: 1) SOS Team member two-factor authentication user login. 2) SOS Team member can access User Stories in TFS. 3) SOS Team member can log in and access source control records in TFS. 4) TFS environment is functional.
Configure Bug and Issue Tracking in TFS	4.2	BPro will configure Team Foundation Server (TFS) for tracking bugs and issues reported by SOS and County Election Administrators. BPro will configure and utilize TFS to track software code issues and bugs. BPro will work with SOS to resolve identified issues and bugs. **Deliverable Format:** Configured bug/issues tracking in TFS with Bug/Issue status reports in a format approved by SOS. **Acceptance Criteria**: 1) SOS Team member can log in and view/create bug and issue records in TFS. 2) Bug/Issue reports are functionally working as required.

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Deliverable 5 – Security Model

Deliverable Five	Due Date	Compensation
Security Model	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del. #	Description
Install and Configure System Security Model	5.1	BPro will coordinate with SOS's hosting provider and SOS with the installation and configure the security model for the project's system environments to minimize risk of unintentional system configuration disclosure or manipulation as well as system data disclosure. Deliverable Format: Working integration with security components for all system environments. This includes but not limited to firewalls, web application firewalls, security event logging, user authentication, base user roles, base user permissions, RSA integration, and user management. BPro will also provide configuration documentation and coordination with SOS's hosting provider. Acceptance Criteria: 1) Security configuration meets specifications of SOS and SOS's hosting provider. 2) Security integration is functional and complete. 3) Security installation configuration documentation is complete.

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Deliverable 6 – Montana Requirements and Gap Analysis

Deliverable Six	Due Date	Compensation
Montana Requirements and Gap Analysis	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Gather, Analyze, and finalize Montana Requirements and User Stories.	6.1	Through on-site and off-site Joint Application Development Meetings, SOS will gather requirements, perform gap analysis, and develop User Stories based on needed configuration and changes to the TotalVote System. BPro will assist SOS in reviewing, commenting, and providing feedback as appropriate on gathered requirements, gaps, and user stories. BPro and SOS will work from requirements and User Stories provided by SOS, but then work to develop User Stories for each functional area and module of the TotalVote System. Meetings: BPro and SOS will conduct meetings with the Product Owner and User Group for elucidation of Montana election processes. User Stories with acceptance criteria will be developed as needed to meet the Montana legal and technical process requirements. Existing functionality in TotalVote will be analyzed to be either accepted as is, re-configured, or customized. BPro will use developed User Stories, requirements, and notes to estimate and schedule work for Sprints in coordination with SOS. BPro and SOS will create Features in TFS to collect and categorize related User Stories. BPro and SOS with agreement may modify User Stories as necessary in response further elucidation during Spring planning, backlog grooming, or development questions. Deliverable Format: User Stories, acceptance criteria, and notes entered into TFS.

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		Acceptance Criteria: 1) User Stories, requirements, features, and notes are complete and accurate reflection of discussion during the meetings and subsequent updates. 2) Users stories, requirements, and notes contain enough information to accurately configure or customize the TotalVote System for the subject area. 3) Work estimation is sufficiently accurate to provide accurate information for project schedule and task management. 4) User Stories and features developed encompass each functional component and module of the TotalVote System. 5) User Stories have defined acceptance criteria and sufficient information to develop test cases.

Deliverable 7 - Software Configuration: Voter Registration

Deliverable Seven	Due Date	Compensation
Software Configuration – Voter Registration	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Sprint Planning	7.1	BPro shall modify existing TotalVote Voter Registration and related component functionality in a series of sprints to accommodate SOS User Stories and features as documented in the TFS Product Backlog repository. Sprint Backlog Grooming: BPro and SOS project team members shall review and groom candidate User Stories for the Sprint. Gaps or deficiencies in User Stories will be identified and resolved before the Sprint Planning meeting.

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		Sprint Planning: BPro and SOS project team members shall set sprint objectives and select candidate User Stories and features for the upcoming sprint. SOS Product Owner will clarify requirements and stories as needed in a timely manner . **Sprint Backlog:** BPro Development team will commit to a set of User Stories and define their associated task items in the Sprint Backlog. Tasks will be estimated in ideal hours. **Scope:** The scope of development will include all requirements that are relevant to the Voter Registration functional areas and module. **Deliverable Format:** • TFS updates to tasks, User Stories, and features as required. **Acceptance Criteria**: 1) Sprint Goal statement is written. 2) List of candidate stories/requirements included in Sprint are recorded in TFS. 3) Estimated Sprint Backlog tasks are recorded in TFS. 4) Task Board is updated.
Sprint Review	7.2	**Sprint Review Meeting:** BPro will present what it accomplished during the sprint. ONLY finished stories are included. The County EA Committee shall be invited to attend the sprint review meeting. **Activities:** • BPro will provide live demonstration of new features or documentation of underlying architecture accomplished during the sprint. The demonstration will be done in the Staging System environment unless otherwise agreed to in advance by SOS.

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		• For each user story, BPro will demonstrate how it meets the story's Acceptance Criteria. • BPro and Montana Stakeholders will discuss each story and Montana Stakeholders will provide feedback. • Montana Product Owner will consolidate feedback and create new stories with Acceptance criteria as required. • Montana Product Owner will accept or reject the story based on the story's Acceptance Criteria. • BPro and SOS will record issues or bugs identified by the Montana during the Sprint Review demonstration into the TFS bug tracking tool. Sprint Review Meeting Outputs: 1) Feedback from Montana 2) New User Stories 3) Issues or Bugs 4) Acceptance or Rejection of Stories by Product Owner Deliverable Format: Webinar, Word Documents, PowerPoint Presentations, and TFS updates Acceptance Criteria: 1) BPro provides meeting agenda. 2) BPro provides live demonstration of working software that meets the acceptance criteria for each user story in the sprint in the Staging System environment. 3) SOS Project Manager prepares Sprint Review meeting summary of feedback. 4) SOS provides documented Acceptance or Rejection of demonstrated software items. 5) TFS Updates are complete.

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Deliverable 8 - Software Configuration: Election Management

Deliverable Eight	Due Date	Compensation
Software Configuration: Election Management	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Sprint Planning	8.1	BPro shall modify existing TotalVote Election Management and related component functionality in a series of sprints to accommodate SOS User Stories and features as documented in the TFS Product Backlog repository. **Sprint Backlog Grooming:** BPro and SOS project team members shall review and groom candidate User Stories for the Sprint. Gaps or deficiencies in User Stories will be identified and resolved before the Sprint Planning meeting. **Sprint Planning:** BPro and SOS project team members shall set sprint objectives and select candidate User Stories and features for the upcoming sprint. SOS Product Owner will clarify requirements and stories as needed. **Sprint Backlog:** BPro Development team will commit to a set of User Stories and define their associated task items in the Sprint Backlog. Tasks will be estimated in ideal hours. **Scope:** The scope of development will include all technical and functional requirements, including reports, that are relevant to the Election Management functional areas and module. **Deliverable Format:** • TFS updates to tasks, User Stories, and features as required.

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		Acceptance Criteria: 1) Sprint Goal statement is written. 2) List of candidate stories/requirements included in Sprint are recorded in TFS. 3) Estimated Sprint Backlog tasks are recorded in TFS. 4) Task Board is updated.
Sprint Review	8.2	**Sprint Review Meeting:** BPro will present what it accomplished during the sprint. ONLY finished stories are included. The County EA Committee shall be invited to attend the sprint review meeting. **Activities:** • BPro will provide live demonstration of new features or documentation of underlying architecture accomplished during the sprint. The demonstration will be done in the Staging System environment unless otherwise agreed to by SOS. • For each user story, BPro will demonstrate how it meets the story's Acceptance Criteria. • BPro and Montana Stakeholders will discuss each story and Montana Stakeholders will provide feedback. • Montana Product Owner will consolidate feedback and create new stories with Acceptance criteria as required. • Montana Product Owner will accept or reject the story based on the story's Acceptance Criteria. • BPro and SOS will record issues or bugs identified by the Montana during the Sprint Review demonstration into the TFS bug tracking tool. **Sprint Review Meeting Outputs:** 1) Feedback from Montana 2) New User Stories 3) Issues or Bugs 4) Acceptance or Rejection of Stories by Product Owner **Deliverable Format:** Webinar, Word Documents, PowerPoint Presentations, and TFS updates

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		Acceptance Criteria: 1) BPro provides meeting agenda. 2) BPro provides live demonstration of working software that meets the acceptance criteria for each user story in the sprint in the Staging System environment. 3) SOS Project Manager prepares Sprint Review meeting summary of feedback. 4) SOS provides documented Acceptance or Rejection of demonstrated software items. 5) TFS Updates are complete.

Deliverable 9 - Software Configuration: Data Generator and Reporting

Deliverable Nine	Due Date	Compensation
Software Modernization: Data Generator and Reporting	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Sprint Planning	9.1	BPro shall modify existing TotalVote Data Generator module and related reporting component functionality in a series of sprints to accommodate SOS User Stories and features as documented in the TFS Product Backlog repository. Sprint Backlog Grooming: BPro and SOS project team members shall review and groom candidate User Stories for the Sprint. Gaps or deficiencies in User Stories will be identified and resolved before the Sprint Planning meeting. Sprint Planning: BPro and SOS project team members shall set sprint objectives and select candidate User Stories and features for the upcoming sprint. SOS Product Owner will clarify requirements and stories as needed. Sprint Backlog: BPro Development team will commit to a set of User Stories and define their associated task items in the Sprint Backlog. Tasks will be estimated in ideal hours.

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		Scope: The scope of development will include all technical and functional requirements that are relevant to the Data Generator module and reporting functional areas. **Deliverable Format:** • TFS updates to tasks, User Stories, and features as required. Acceptance Criteria: 1) Sprint Goal statement is written. 2) List of candidate stories/requirements included in Sprint are recorded in TFS. 3) Estimated Sprint Backlog tasks are recorded in TFS. 4) Task Board is updated.
Sprint Review	9.2	**Sprint Review Meeting:** BPro will present what it accomplished during the sprint. ONLY finished stories are included. The County EA Committee shall be invited to attend the sprint review meeting. **Activities:** • BPro will provide live demonstration of new features or documentation of underlying architecture accomplished during the sprint. The demonstration will be done in the Staging System environment unless otherwise agreed to by SOS. • For each user story, BPro will demonstrate how it meets the story's Acceptance Criteria. • BPro and Montana Stakeholders will discuss each story and Montana Stakeholders will provide feedback. • Montana Product Owner will consolidate feedback and create new stories with Acceptance criteria as required. • Montana Product Owner will accept or reject the story based on the story's Acceptance Criteria. • BPro and SOS will record issues or bugs identified by the Montana during the Sprint Review demonstration into the TFS bug tracking tool.

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		Sprint Review Meeting Outputs: 1) Feedback from Montana 2) New User Stories 3) Issues or Bugs 4) Acceptance or Rejection of Stories by Product Owner Deliverable Format: Webinar, Word Documents, PowerPoint Presentations, and TFS updates Acceptance Criteria: 1) BPro provides meeting agenda. 2) BPro provides live demonstration of working software that meets the acceptance criteria for each user story in the sprint in the Staging System environment. 3) SOS Project Manager prepares Sprint Review meeting summary of feedback. 4) SOS provides documented Acceptance or Rejection of demonstrated software items. 5) TFS Updates are complete.

Deliverable 10 - Software Configuration: Interfaces

Deliverable Ten	Due Date	Compensation
Software Configuration: Interfaces	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Sprint Planning	10.1	BPro shall modify existing TotalVote Interfaces or build new interfaces and related functionality in a series of sprints to accommodate SOS User Stories and features as documented in the TFS Product Backlog repository. Sprint Backlog Grooming: BPro and SOS project team members shall review and groom candidate User Stories for the Sprint. Gaps or deficiencies in User Stories will be identified and resolved before the Sprint Planning meeting.

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		Sprint Planning: BPro and SOS project team members shall set sprint objectives and select candidate User Stories and features for the upcoming sprint. SOS Product Owner will clarify requirements and stories as needed. **Sprint Backlog:** BPro Development team will commit to a set of User Stories and define their associated task items in the Sprint Backlog. Tasks will be estimated in ideal hours. **Scope:** The scope of development will include all technical and functional requirements that are relevant to the exiting TotalVote Interfaces or new Interfaces that are required. **Deliverable Format:** • TFS updates to tasks, User Stories, and features as required. **Acceptance Criteria:** 1) Sprint Goal statement is written. 2) List of candidate stories/requirements included in Sprint are recorded in TFS. 3) Estimated Sprint Backlog tasks are recorded in TFS. 4) Task Board is updated.
Sprint Review	10.2	**Sprint Review Meeting:** BPro will present what it accomplished during the sprint. ONLY finished stories are included. The County EA Committee shall be invited to attend the sprint review meeting. **Activities:** • BPro will provide live demonstration of new features or documentation of underlying architecture accomplished during the sprint. The demonstration will be done in the Staging System environment unless otherwise agreed to by SOS.

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		• For each user story, BPro will demonstrate how it meets the story's Acceptance Criteria. • BPro and Montana Stakeholders will discuss each story and Montana Stakeholders will provide feedback. • Montana Product Owner will consolidate feedback and create new stories with Acceptance criteria as required. • Montana Product Owner will accept or reject the story based on the story's Acceptance Criteria. • BPro and SOS will record issues or bugs identified by the Montana during the Sprint Review demonstration into the TFS bug tracking tool. Sprint Review Meeting Outputs: 1) Feedback from Montana 2) New User Stories 3) Issues or Bugs 4) Acceptance or Rejection of Stories by Product Owner Deliverable Format: Webinar, Word Documents, PowerPoint Presentations, and TFS updates Acceptance Criteria: 1) BPro provides meeting agenda. 2) BPro provides live demonstration of working software that meets the acceptance criteria for each user story in the sprint in the Staging System environment. 3) SOS Project Manager prepares Sprint Review meeting summary of feedback. 4) SOS provides documented Acceptance or Rejection of demonstrated software items. 5) TFS Updates are complete.

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Deliverable 11 - Software Configuration: Public Portal

Deliverable Eleven	Due Date	Compensation
Software Configuration: Public Portal	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Sprint Planning	11.1	BPro shall modify existing TotalVote Public Portal module and related component functionality in a series of sprints to accommodate SOS User Stories and features as documented in the TFS Product Backlog repository. **Sprint Backlog Grooming:** BPro and SOS project team members shall review and groom candidate User Stories for the Sprint. Gaps or deficiencies in User Stories will be identified and resolved before the Sprint Planning meeting. **Sprint Planning:** BPro and SOS project team members shall set sprint objectives and select candidate User Stories and features for the upcoming sprint. SOS Product Owner will clarify requirements and stories as needed. **Sprint Backlog:** BPro Development team will commit to a set of User Stories and define their associated task items in the Sprint Backlog. Tasks will be estimated in ideal hours. **Scope:** The scope of development will include all technical and functional requirements that are relevant to the exiting TotalVote Public Portal module and related functionality. **Deliverable Format:** • TFS updates to tasks, User Stories, and features as required.

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		Acceptance Criteria: 1) Sprint Goal statement is written. 2) List of candidate stories/requirements included in Sprint are recorded in TFS. 3) Estimated Sprint Backlog tasks are recorded in TFS. 4) Task Board is updated.
Sprint Review	11.2	**Sprint Review Meeting:** BPro will present what it accomplished during the sprint. ONLY finished stories are included. The County EA Committee shall be invited to attend the sprint review meeting. **Activities:** • BPro will provide live demonstration of new features or documentation of underlying architecture accomplished during the sprint. The demonstration will be done in the Staging System environment unless otherwise agreed to by SOS. • For each user story, BPro will demonstrate how it meets the story's Acceptance Criteria. • BPro and Montana Stakeholders will discuss each story and Montana Stakeholders will provide feedback. • Montana Product Owner will consolidate feedback and create new stories with Acceptance criteria as required. • Montana Product Owner will accept or reject the story based on the story's Acceptance Criteria. • BPro and SOS will record issues or bugs identified by the Montana during the Sprint Review demonstration into the TFS bug tracking tool. **Sprint Review Meeting Outputs:** 1) Feedback from Montana 2) New User Stories 3) Issues or Bugs 4) Acceptance or Rejection of Stories by Product Owner **Deliverable Format:** Webinar, Word Documents, PowerPoint Presentations, and TFS updates

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		Acceptance Criteria: 1) BPro provides meeting agenda. 2) BPro provides live demonstration of working software that meets the acceptance criteria for each user story in the sprint in the Staging System environment. 3) SOS Project Manager prepares Sprint Review meeting summary of feedback. 4) SOS provides documented Acceptance or Rejection of demonstrated software items. 5) TFS Updates are complete.

Deliverable 12 - Software Configuration: Utilities and User Roles and Permissions

Deliverable Twelve	Due Date	Compensation
Software Modernization: Utilities and User Roles and Permissions	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Sprint Planning	12.1	BPro shall modify existing TotalVote Utilities module and related component functionality in a series of sprints to accommodate SOS User Stories and features as documented in the TFS Product Backlog repository. BPro will also configure and customize as needed user roles and permissions that were not addressed in Deliverable 5 – Security Model Sprint Backlog Grooming: BPro and SOS project team members shall review and groom candidate User Stories for the Sprint. Gaps or deficiencies in User Stories will be identified and resolved before the Sprint Planning meeting. Sprint Planning: BPro and SOS project team members shall set sprint objectives and select candidate User Stories and features for the upcoming sprint. SOS Product Owner will clarify requirements and stories as needed.

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		Sprint Backlog: BPro Development team will commit to a set of User Stories and define their associated task items in the Sprint Backlog. Tasks will be estimated in ideal hours. **Scope:** The scope of development will include all technical and functional requirements that are relevant to the exiting TotalVote Utilities module, User roles and permissions, and related functionality. **Deliverable Format:** • TFS updates to tasks, User Stories, and features as required. **Acceptance Criteria:** 1) Sprint Goal statement is written. 2) List of candidate stories/requirements included in Sprint are recorded in TFS. 3) Estimated Sprint Backlog tasks are recorded in TFS. 4) Task Board is updated.
Sprint Review	12.2	**Sprint Review Meeting:** BPro will present what it accomplished during the sprint. ONLY finished stories are included. The County EA Committee shall be invited to attend the sprint review meeting. **Activities:** • BPro will provide live demonstration of new features or documentation of underlying architecture accomplished during the sprint. The demonstration will be done in the Staging System environment unless otherwise agreed to by SOS. • For each user story, BPro will demonstrate how it meets the story's Acceptance Criteria. • BPro and Montana Stakeholders will discuss each story and Montana Stakeholders will provide feedback. • Montana Product Owner will consolidate feedback and create new stories with Acceptance criteria as required.

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		• Montana Product Owner will accept or reject the story based on the story's Acceptance Criteria. • BPro and SOS will record issues or bugs identified by the Montana during the Sprint Review demonstration into the TFS bug tracking tool. Sprint Review Meeting Outputs: 1) Feedback from Montana 2) New User Stories 3) Issues or Bugs 4) Acceptance or Rejection of Stories by Product Owner Deliverable Format: Webinar, Word Documents, PowerPoint Presentations, and TFS updates Acceptance Criteria: 1) BPro provides meeting agenda. 2) BPro provides live demonstration of working software that meets the acceptance criteria for each user story in the sprint in the Staging System environment. 3) SOS Project Manager prepares Sprint Review meeting summary of feedback. 4) SOS provides documented Acceptance or Rejection of demonstrated software items. 5) TFS Updates are complete.

Deliverable 13 - Software Configuration: Petitions

Deliverable Thirteen	Due Date	Compensation
Software Configuration: Petitions	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Sprint Planning	13.1	BPro shall modify existing TotalVote Petitions module and related component functionality in a series of sprints to accommodate SOS User Stories and features as documented in the TFS Product Backlog repository.

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		Sprint Backlog Grooming: BPro and SOS project team members shall review and groom candidate User Stories for the Sprint. Gaps or deficiencies in User Stories will be identified and resolved before the Sprint Planning meeting. **Sprint Planning:** BPro and SOS project team members shall set sprint objectives and select candidate User Stories and features for the upcoming sprint. SOS Product Owner will clarify requirements and stories as needed. **Sprint Backlog:** BPro Development team will commit to a set of User Stories and define their associated task items in the Sprint Backlog. Tasks will be estimated in ideal hours. **Scope:** The scope of development will include all technical and functional requirements that are relevant to the exiting TotalVote Petitions module and related functionality. **Deliverable Format:** • TFS updates to tasks, User Stories, and features as required. **Acceptance Criteria:** 1) Sprint Goal statement is written. 2) List of candidate stories/requirements included in Sprint are recorded in TFS. 3) Estimated Sprint Backlog tasks are recorded in TFS. 4) Task Board is updated.
Sprint Review	13.2	**Sprint Review Meeting:** BPro will present what it accomplished during the sprint. ONLY finished stories are included. The County EA Committee shall be invited to attend the sprint review meeting.

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		Activities: • BPro will provide live demonstration of new features or documentation of underlying architecture accomplished during the sprint. The demonstration will be done in the Staging System environment unless otherwise agreed to by SOS. • For each user story, BPro will demonstrate how it meets the story's Acceptance Criteria. • BPro and Montana Stakeholders will discuss each story and Montana Stakeholders will provide feedback. • Montana Product Owner will consolidate feedback and create new stories with Acceptance criteria as required. • Montana Product Owner will accept or reject the story based on the story's Acceptance Criteria. • BPro and SOS will record issues or bugs identified by the Montana during the Sprint Review demonstration into the TFS bug tracking tool. Sprint Review Meeting Outputs: 1) Feedback from Montana 2) New User Stories 3) Issues or Bugs 4) Acceptance or Rejection of Stories by Product Owner Deliverable Format: Webinar, Word Documents, PowerPoint Presentations, and TFS updates Acceptance Criteria: 1) BPro provides meeting agenda. 2) BPro provides live demonstration of working software that meets the acceptance criteria for each user story in the sprint in the Staging System environment. 3) SOS Project Manager prepares Sprint Review meeting summary of feedback. 4) SOS provides documented Acceptance or Rejection of demonstrated software items. 5) TFS Updates are complete.

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Deliverable 14 - Software Configuration: Election Night Results Integration

Deliverable Fourteen	Due Date	Compensation
Software Configuration: Election Night Results Integration	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Sprint Planning	14.1	BPro shall modify existing TotalVote Election Night Results Reporting system to accommodate integration with other TotalVote modules and related component functionality in a series of sprints to accommodate SOS User Stories and features as documented in the TFS Product Backlog repository. **Sprint Backlog Grooming:** BPro and SOS project team members shall review and groom candidate User Stories for the Sprint. Gaps or deficiencies in User Stories will be identified and resolved before the Sprint Planning meeting. **Sprint Planning:** BPro and SOS project team members shall set sprint objectives and select candidate User Stories and features for the upcoming sprint. SOS Product Owner will clarify requirements and stories as needed. **Sprint Backlog:** BPro Development team will commit to a set of User Stories and define their associated task items in the Sprint Backlog. Tasks will be estimated in ideal hours. **Scope:** The scope of development will include all technical and functional requirements that are relevant to integrate the exiting TotalVote Election Night Results Reporting system with the other TotalVote modules and related functionality. **Deliverable Format:** • TFS updates to tasks, User Stories, and features as required.

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		Acceptance Criteria: 1) Sprint Goal statement is written. 2) List of candidate stories/requirements included in Sprint are recorded in TFS. 3) Estimated Sprint Backlog tasks are recorded in TFS. 4) Task Board is updated.
Sprint Review	14.2	**Sprint Review Meeting:** BPro will present what it accomplished during the sprint. ONLY finished stories are included. The County EA Committee shall be invited to attend the sprint review meeting. **Activities:** • BPro will provide live demonstration of new features or documentation of underlying architecture accomplished during the sprint. The demonstration will be done in the Staging System environment unless otherwise agreed to by SOS. • For each user story, BPro will demonstrate how it meets the story's Acceptance Criteria. • BPro and Montana Stakeholders will discuss each story and Montana Stakeholders will provide feedback. • Montana Product Owner will consolidate feedback and create new stories with Acceptance criteria as required. • Montana Product Owner will accept or reject the story based on the story's Acceptance Criteria. • BPro and SOS will record issues or bugs identified by the Montana during the Sprint Review demonstration into the TFS bug tracking tool. **Sprint Review Meeting Outputs:** 1) Feedback from Montana 2) New User Stories 3) Issues or Bugs 4) Acceptance or Rejection of Stories by Product Owner **Deliverable Format:** Webinar, Word Documents, PowerPoint Presentations, and TFS updates

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		Acceptance Criteria: 1) BPro provides meeting agenda. 2) BPro provides live demonstration of working software that meets the acceptance criteria for each user story in the sprint in the Staging System environment. 3) SOS Project Manager prepares Sprint Review meeting summary of feedback. 4) SOS provides documented Acceptance or Rejection of demonstrated software items. 5) TFS Updates are complete.

Deliverable 15 - Software Configuration: TotalAddress

Deliverable Fifteen	Due Date	Compensation
Software Configuration: Total Address	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Sprint Planning	15.1	BPro shall modify existing TotalVote TotalAddress module and related component functionality in a series of sprints to accommodate SOS User Stories and features as documented in the TFS Product Backlog repository. Sprint Backlog Grooming: BPro and SOS project team members shall review and groom candidate User Stories for the Sprint. Gaps or deficiencies in User Stories will be identified and resolved before the Sprint Planning meeting. Sprint Planning: BPro and SOS project team members shall set sprint objectives and select candidate User Stories and features for the upcoming sprint. SOS Product Owner will clarify requirements and stories as needed.

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		Sprint Backlog: BPro Development team will commit to a set of User Stories and define their associated task items in the Sprint Backlog. Tasks will be estimated in ideal hours. **Scope:** The scope of development will include all technical and functional requirements that are relevant to integrate the exiting TotalVote TotalAddress module and related functionality. **Deliverable Format:** • TFS updates to tasks, User Stories, and features as required **Acceptance Criteria:** 1) Sprint Goal statement is written. 2) List of candidate stories/requirements included in Sprint are recorded in TFS. 3) Estimated Sprint Backlog tasks are recorded in TFS. 4) Task Board is updated.
Sprint Review	15.2	**Sprint Review Meeting:** BPro will present what it accomplished during the sprint. ONLY finished stories are included. The County EA Committee shall be invited to attend the sprint review meeting. **Activities:** • BPro will provide live demonstration of new features or documentation of underlying architecture accomplished during the sprint. The demonstration will be done in the Staging System environment unless otherwise agreed to by SOS. • For each user story, BPro will demonstrate how it meets the story's Acceptance Criteria. • BPro and Montana Stakeholders will discuss each story and Montana Stakeholders will provide feedback. • Montana Product Owner will consolidate feedback and create new stories with Acceptance criteria as required.

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		• Montana Product Owner will accept or reject the story based on the story's Acceptance Criteria. • BPro and SOS will record issues or bugs identified by the Montana during the Sprint Review demonstration into the TFS bug tracking tool. Sprint Review Meeting Outputs: 1) Feedback from Montana 2) New User Stories 3) Issues or Bugs 4) Acceptance or Rejection of Stories by Product Owner Deliverable Format: Webinar, Word Documents, PowerPoint Presentations, and TFS updates Acceptance Criteria: 1) BPro provides meeting agenda. 2) BPro provides live demonstration of working software that meets the acceptance criteria for each user story in the sprint in the Staging System environment. 3) SOS Project Manager prepares Sprint Review meeting summary of feedback. 4) SOS provides documented Acceptance or Rejection of demonstrated software items. 5) TFS Updates are complete.

Deliverable 16 - Software Configuration: Electronic Ballot

Deliverable Sixteen	Due Date	Compensation
Software Configuration: Electronic Ballot	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Sprint Planning	16.1	BPro shall modify existing TotalVote Electronic Ballot module and related component functionality in a series of sprints to accommodate SOS User Stories and features as documented in the TFS Product Backlog repository. Electronic Ballot will replace the existing Electronic Absentee System (EAS) and Electronic Ballot Request System (EBRS).

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		Sprint Backlog Grooming: BPro and SOS project team members shall review and groom candidate User Stories for the Sprint. Gaps or deficiencies in User Stories will be identified and resolved before the Sprint Planning meeting. **Sprint Planning:** BPro and SOS project team members shall set sprint objectives and select candidate User Stories and features for the upcoming sprint. SOS Product Owner will clarify requirements and stories as needed. **Sprint Backlog:** BPro Development team will commit to a set of User Stories and define their associated task items in the Sprint Backlog. Tasks will be estimated in ideal hours. **Scope:** The scope of development will include all technical and functional requirements that are relevant to implement the exiting TotalVote Electronic Ballot module and related functionality. **Deliverable Format:** • TFS updates to tasks, User Stories, and features as required. **Acceptance Criteria:** 1) Sprint Goal statement is written. 2) List of candidate stories/requirements included in Sprint are recorded in TFS. 3) Estimated Sprint Backlog tasks are recorded in TFS. 4) Task Board is updated.
Sprint Review	16.2	**Sprint Review Meeting:** BPro will present what it accomplished during the sprint. ONLY finished stories are included. The County EA Committee shall be invited to attend the sprint review meeting.

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		Activities: • BPro will provide live demonstration of new features or documentation of underlying architecture accomplished during the sprint. The demonstration will be done in the Staging System environment unless otherwise agreed to by SOS. • For each user story, BPro will demonstrate how it meets the story's Acceptance Criteria. • BPro and Montana Stakeholders will discuss each story and Montana Stakeholders will provide feedback. • Montana Product Owner will consolidate feedback and create new stories with Acceptance criteria as required. • Montana Product Owner will accept or reject the story based on the story's Acceptance Criteria. • BPro and SOS will record issues or bugs identified by the Montana during the Sprint Review demonstration into the TFS bug tracking tool. Sprint Review Meeting Outputs: 1) Feedback from Montana 2) New User Stories 3) Issues or Bugs 4) Acceptance or Rejection of Stories by Product Owner Deliverable Format: Webinar, Word Documents, PowerPoint Presentations, and TFS updates Acceptance Criteria: 1) BPro provides meeting agenda. 2) BPro provides live demonstration of working software that meets the acceptance criteria for each user story in the sprint in the Staging System environment. 3) SOS Project Manager prepares Sprint Review meeting summary of feedback. 4) SOS provides documented Acceptance or Rejection of demonstrated software items. 5) TFS Updates are complete.

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Deliverable 17 - Testing

Deliverable Seventeen	Due Date	Compensation
Testing	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del. #	Description
Training on Testing	17.1	BPro and SOS will collaborate on implementing testing as described in the project Testing Plan. BPro in conjunction with SOS will hold a Testing training meeting to introduce testing procedures, test plans, test cases, unit testing, and end-to-end testing. **Deliverable format:** Webinar with SOS Project Team staff and County Election Administrators User Group. Documentation and training materials as required delivered electronically in Word or PDF format. **Acceptance criteria:** 1. Training meeting is scheduled and held. 2. Appropriate Training material and documentation is provided to users.

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Unit and End to End Testing Support	17.2	This phase of testing involves BPro supporting SOS testing the new system's functionality in unit and end-to-end testing. This testing item includes testing all interfaces to internal and external systems that interact with the system. SOS will have primary responsibility for planning and executing end to end testing. SOS will be responsible for test scripts as appropriate. BPro will assist and coordinate in the planning, review of scripts, execution, and set up. Test coverage includes: • Verifying that the system's functionality conforms to the requirements and User Stories; and • Verifying that the conversion and use of legacy system data is complete, accurate, and does not generate any errors. Testing Methods and Events include: • Standard Agile Deliverable Testing • User Acceptance Testing • Integrated System Testing • Parallel Testing Testing will be conducted in the Testing System environment synchronized with the Staging and Production System environment as appropriate. BPro will provide on-call support and participate in daily testing debrief phone calls during unit and end to end testing sessions as necessary. Deliverable Format: Comments in documents, emails, phone calls, meeting minutes, discussion postings, and as appropriate updates to TFS. Acceptance Criteria: 1) BPro answers questions about system functionality and expected behavior or any other general questions about TotalVote and its implementation. 2) BPro is responsive to assist and resolve technical issues. 3) BPro participation in test case review sessions as necessary. 4) BPro updates TFS as appropriate.

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Execute Load and Stress Tests	17.3	The SOS shall be responsible for performing load and stress testing for the new system as well as validation of fault tolerance and planned disaster recovery capabilities of the system. BPro is responsible to provide guidance and those support services necessary to complete the tests including: 1) Monitoring systems and databases in real time during tests; 2) Reviewing load test scripts; 3) Generating reports showing system loads and database statistics as relevant; and 4) Analyzing system reports with events during test to discover root cause. 5) Assistance in configuration and setting up SOS selected automated performance testing tools. 6) Resolving issues and bugs found during load and stress testing. **Deliverable Format:** Reports from server showing statistics and trends. Database reports showing statistics and trends. Bugs and Issues generated to track and resolve problems found. **Acceptance Criteria:** 1) System and database reports are generated for the correct period. Monitoring is set at the correct logging level and on the correct servers. 2) Bug and Issues are generated in TFS for problems found during load and stress testing. 3) Critical and High bugs and issues related to load and stress testing are resolved.

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Performance Standards	17.4	BPro will develop and propose a set of Performance Standards for the Software and System. The standards must contain time-based criterion for measuring application and database performance. The standard must address expected web page response times and standard query response times. BPro and SOS will mutually agree to the proposed performance standards. The Performance Standards will be attached to the Contract in Appendix C - Schedule D. Standards are due 60 days before the system goes live and cutover to Production from the existing Electus MT Votes system. **Deliverable Format:** Microsoft Word or Excel document listed the type of measurement and the expected standard, measurement interval, and acceptable deviation. **Acceptance Criteria:** 1) Performance standards are measurable by the State. 2) There is mutual agreement that the standards are reasonable and form a relevant basis to measure the on-going performance of the Software and System.

Deliverable 18 - Training

Deliverable Eighteen	Due Date	Compensation
Training	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del. #	Description
Training Plan	18.1	BPro will work with SOS to develop an overall project Training Plan. BPro will provide input to the plan with respect to the train the trainer methodology, user training, and training videos. BPro will provide input and examples for the following areas: • Types of training and the audience for each; • Description of training materials; • Description of train the trainer training methodology; • Curriculum list of topics to be covered for each type of training; • Overview of tools and materials to be employed in the training including workbooks, handouts, evaluative materials;

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		• Training roll-out schedule; • Materials production including computer-based and/or video-based training; and • Training daily agenda listing topics to be covered and times. Training plan components may be changed with mutual agreement between BPro and SOS. Deliverable Format: Microsoft Word Document or another format acceptable to SOS and BPro. Technical assistance with training materials. Acceptance Criteria: 1) Content and format meet specifications provided by SOS. 2) Input and revisions to the training plan provided by BPro.
Training Materials	18.2	BPro will prepare and distribute all necessary training materials for on-site and/or webinar-based training. Materials include but are not limited to training agendas, schedules, presentations, recordings and manuals. Documentation will be drafted as needed for training purposes and will be made available electronically. Training scope will follow that specified in the Project's overall training plan. SOS is responsible for production and distribution of all hard copy materials. Deliverable Format: Microsoft Word Document or PDF in electronic format, webinars, or any other format agreed upon between SOS and BPro Acceptance Criteria: 1) Training materials are provided in proper format. 2) Training materials cover entire scope of training. 3) Training materials are well organized. 4) Training materials contain diagrams and screen shots to facilitate learning.

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On-site Training and Facilitation (Maximum 10 days)	18.3	BPro shall provide the following activities regarding on-site "train the trainer" sessions for Montana designated training staff: (5 days) • Provide training to Montana trainers on all Project modules; • Assist Montana staff in the use of BPro-provided training materials; • Facilitate a dry run of the training session and make recommendations to Montana on clarity, flow and accuracy of training presentation; and • Make modifications to training materials as necessary. Following "train the trainer" sessions, SOS trainers may conduct hands-on regional training for county elections staff. With mutual agreement, BPro may provide training staff for additional days beyond those noted below. BPro shall provide the following activities regarding on-site regional training for county elections official staff: (5 days) • Assist with the setup of the regional training facility, such as setting up a dedicated workstation for printing and document imaging; • Attend all training sessions for the entire duration to answer questions and provide assistance regarding system operation; and • Assist in troubleshooting technical issues that may arise during initial setup or during the sessions. Deliverable format: classroom training with live instructor and/or webinar sessions Acceptance Criteria: 1) Training covers entire curriculum. 2) Training materials are relevant to audience. 3) Training materials are complete. 4) Pace is suitable for student's level of expertise with software. 5) Sessions provide an opportunity for questions and answer sessions. 6) BPro Staff provided is knowledgeable about the system and can promptly answer questions from students and SOS staff.

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Deliverable 19- Data Conversion

Deliverable Nineteen	Due Date	Compensation
Data Conversion	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Del #	Description
Data Conversion Plan	19.1	BPro with SOS input will develop a detailed data migration plan that includes the following information: • Scope and volume of data to be migrated. • Verification of data to be included as well as excluded; • Production migration schedule by data set; • Data migration exception handling; • Migration execution steps for each data set; • Migration rollback contingency steps; • Application freeze of existing production system(s) from which data will be migrated; • Schedule of conversion and migration activities; • Method of collection and transfer of data between systems.; • Safe custody and use of the data by BPro staff; • Overall Conversion Approach and Methodology including staging and analysis; • Review of conversion analysis with the SOS Project Team and clean-up of data; • Define strategies for verifying and/or correcting existing data; • Develop data conversion scripts and test data conversion scripts; and • Roles and responsibilities for the SOS, Counties, and BPro staff for data conversion. **Deliverable Format**: Microsoft Word or Excel document **Acceptance Criteria:** 1) Plan contents and format meet SOS specifications. 2) Plan clearly outlines the information listed above.
Initial Data Migration Map	19.2	BPro shall deliver to SOS an initial Data Migration Map reflecting the initial requirements for migrating existing MT Votes data to the new TotalVote Database. The Data Migration Map will be adjusted during testing as necessary.

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		The Initial Data Migration Map shall include the following components: • Detailed data map of all elements of the current databases; • Translation rules; and • Process of migrating images (signature, applications, documents). Deliverable Format: Microsoft Word or Excel document Acceptance Criteria: 1) Mapping includes all data. 2) Mapping includes all sources, including ancillary systems from outside vendor systems.
Initial Iterative Data Migration testing	19.3	BPro will perform the conversion and apply the datasets to the TotalVote tables per approved plan and appropriate change management protocols. The conversions will be tested multiple times in dry runs until conversion script and process is finalized. BPro will create and maintain a tracking log of date issues encountered during conversion testing. BPro will work with SOS to resolve those issues. Expectation of the Iterative data migration testing is development of scripts and methods to convert data from MT Votes to TotalVote. This testing does not include later changes to conversion scripts due to later development / configuration work. Deliverable format: Extract/Transform/Load scripts, TFS bug or issue items. Acceptance Criteria: 1) Script execution logs showing timing of each job run and completion status. 2) Data Migration issues or bugs are tagged and can be viewed in TFS. 3) List of issues and bugs reported is complete and accurate. 4) Testing of conversion is completed baring changes required by development after finish of initial data conversion testing.
Final Data Migration Testing	19.4	BPro shall perform the following activities related to final data migration testing with assistance by SOS and County Election Administrators: • After planned development / configuration is complete, perform additional iterative testing to ensure data migration scripts and process is still valid. • Compare migrated records to records generated from the target system;

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		• Verify summaries via record counts or check sums or other similar technique; and • Compare migrated records to sources to verify field's values are migrated as per the migration specification. BPro's conversion process will verify the converted content of all tables by comparing metrics supplied by backend queries against the legacy system. Deliverable Format: Microsoft Word or Excel document, reports generated from an automated testing tool, and validation scripts. Acceptance Criteria: 1) Counts of migrated records from source to target match. 2) Data queries ran from the new system match equivalent queries from the MT Votes system as of the time of conversion.

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Deliverable 20 – Transition to Operations and IT Training

Deliverable Twenty	Due Date	Compensation
Transition to Operations and IT training	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Sub Tasks	Description
Technical Support Training	20.1	BPro shall work with SOS to update the Project's training plan to include technical staff training. BPro will provide training to SOS technical staff including help desk on operational support of the TotalVote system. Training shall include, for example, a review of the application installation, procedures to start and stop processes, backup procedures, and basic troubleshooting steps. BPro will train the project leads and technical leads throughout the project on an on-going basis to gain acceptance for the proposed solution. This training may be informal and occurs as needed, with select project roles involved. BPro shall provide, when necessary, SOS with written training materials in the form of checklists, screen shots, annotated configuration files, sequenced procedure lists, and other formats approved by the SOS and as appropriate for the subject material. **Deliverable Format:** WebEx presentation(s), conference calls, written training materials in Word, Excel, or pdf format. **Acceptance Criteria:** 1) Training material is suitable for audience. 2) Content is current and accurate.

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Transition to Operations Checklist	20.2	BPro will work with SOS to develop an initial Transition to Operations checklist to include tasks and entity responsible for each. BPro will work with SOS to finalize the checklist and coordinate schedule of activities. **Deliverable Format:** Microsoft Word or Excel document **Acceptance Criteria:** 1) Checklist is complete and accurate. 2) Checklist is shared in a central location accessible to all who will use it. 3) Checklist is in format agreed upon by SOS and BPro.
Maintenance and Operations Plan	20.3	BPro will work with SOS to develop a plan to manage Software and System Updates and patches. This plan will also outline the Quality Assurance process to ensure Updates and Patches are tested and will be functional. **Deliverable Format:** Microsoft Word or Excel document **Acceptance Criteria:** 1) Plan clearly outlines steps, timeframes, and methods to gather, record, and manage for request for changes in the Software and System. 2) Plan outlines roles and responsibilities for BPro, State, and the Montana Elections and Technology Advisory Council. 3) Plan outlines the approach and process for Quality Assurance for updates and patches. 4) Plan incorporates the Configuration and Release Management Plan for the project.
Transition to Operations Execution	20.4	BPro will perform those tasks in the Transitions to Operations checklist for which BPro is listed as the responsible entity. **Deliverable Format:** Post transition report in Excel, Word or PDF that summarized activity performed for each checklist item **Acceptance Criteria:** 1) SOS will perform a review of Transition to Operations checklist items to verify all tasks have been completed by BPro.

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Technical Documentation	20.5	BPro will assist in the preparation of Technical Documentation for system architecture, security, application and database otherwise not noted in other deliverables. BPro will provide documentation for those components that are under its management, ownership, and have been designed by BPro. Technical documentation of those components that are specific and unique to the SOS hosting provider infrastructure architecture will not be included in this deliverable. SOS and BPro will work together to determine specifications for content and layout of diagrams. Documentation to be provided by BPro includes: • Interfaces and Service Diagram • Database Model and Schema • High level Security Architecture Diagram • Application Architecture Diagram SOS and BPro may change the above listing with mutual agreement. BPro will update documents as necessary. Deliverable Format: Visio or other drawing tool diagrams, PDF, or another format acceptable to SOS and BPro Acceptance Criteria: 1) Documents are accurate and complete. 2) Each document has a title and date. 3) Document content and layout follow specifications of SOS.

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Deliverable 21 – Production Deployment

Deliverable Twenty-One	Due Date	Compensation
Production Deployment	Per attached schedule of deliverables	Per attached schedule of deliverables

Task Item	Sub Tasks	Description
Production Readiness Checklist	21.1	BPro will create a checklist of items regarding software and hardware platform that must be in place for application to be rolled out to production. The checklist will also include who is responsible for each item. SOS will provide input and review of the checklist. **Deliverable Format:** Excel spreadsheet or Word document **Acceptance Criteria:** 1) Checklist is complete and accurate. 2) Checklist is shared in a central location accessible to all who will use it. 3) Checklist is in a format specified by SOS.
Production Rollout Plan	21.2	BPro will work with SOS to develop a detailed production rollout plan, to include rollout tasks, personnel, schedule, and contingency plan for roll-back. **Deliverable Format:** Excel spreadsheet or Word document **Acceptance Criteria:** 1) Plan is complete and accurate. 2) Plan is shared in a central location accessible to all who will use it. 3) Plan is in a format specified by SOS.
Production Rollout Onsite Support: 4 days	21.3	BPro shall make 2 technical support personnel available onsite at SOS location for 4 days during the production rollout period. **Deliverable Format:** 2 BPro staff on site in MT **Acceptance Criteria:** 1) BPro staff arrive on scheduled date and remain for duration 2) BPro staff are technically competent and knowledgeable of the system and can execute the conversion plan. 3) BPro on-site staff are able to provide support and resolve issues during the production rollout period.

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Execute Production Rollout	21.4	BPro will work with SOS to carry out the production rollout and follow the Production Rollout Plan. **Deliverable Format:** Deployment of code on production hardware and conversion of production data. **Acceptance Criteria:** 1) Rollout follows plan. 2) System is operational with accurate and converted data.
Post Deployment Validation	21.5	BPro will work with SOS to develop a checklist of post deployment items to use as a basis to validate a successful deployment. BPro will validate deployment using checklist and create a post deployment report that displays success/failure for each item. BPro will work with SOS technical staff to resolve issues. **Deliverable Format:** Post deployment report in Word, pdf or Excel **Acceptance Criteria:** 1) Issues are resolved according to criticality and priority set by SOS. 2) Post Deployment Report is submitted in a format agreed to by SOS and BPro. 3) Post Deployment Report is shared in a central location accessible to all who will use it.
Production Issues Management	21.6	BPro will work with SOS to track and resolve issues in the Production environment after deployment. **Deliverable Format:** TFS tickets **Acceptance Criteria:** 1) Issues are resolved according to criticality and priority set by SOS. 2) Issues checklist is shared in a central location accessible to all who will use it.

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Deliverable 22 – Travel for On-Site Meetings

Deliverable Twenty-Two	Due Date	Compensation
Travel for On-Site Meetings	NA	Invoiced amount

Task Item	Del #	Description
Travel for On-Site Meetings	22.1	SOS will reimburse BPro for travel, including lodging, and meals required to attend meetings or provide support services onsite at Montana county or state offices as necessary throughout the project. SOS and BPro will work together to reach consensus on the scheduling of and attendees of on-site meetings and support services. These on-site meetings are in addition to travel required to support deliverables where on-site travel is already included. SOS will provide BPro a minimum of two weeks' notice of requests for on-site services. BPro will adhere to SOS policy for such an expense. **Deliverable format:** Attendance on-site. **Acceptance criteria:** BPro attends on-site meeting and provides support as agreed upon in advance with SOS.

Deliverable 23 – Project Closeout

Deliverable Twenty-Three	Due Date	Compensation
Project Closeout and Transition to Operations and Maintenance	NA	Invoiced amount

Task Item	Del #	Description
Project Closeout and transition to Operations and Maintenance.	23.1	Upon successful deployment of the Solution and all other deliverables contained within this SOW, BPro will participate in project close-out activities and transition to Operations and Maintenance. Topics for consideration include: • Technology transfer including return of any SOS/county property

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		• Any/all updated system documentation • Any/all updated system maintenance procedures • Resolution of any outstanding deliverables or contract obligations not covered under ongoing Operations and Maintenance. **Deliverable format:** Adobe PDF format or another format mutually agreed upon between SOS Project Manager and BPro. **Acceptance criteria:** BPro delivers all described above, as well as a final deliverable document requesting the sign-off of the system and payment of the holdback amount for previous deliverables.

Deliverable 24 – Maintenance and Operations

Deliverable Twenty-Four	Due Date	Compensation
Maintenance and Operations	As noted in schedule	Invoiced amount

Task Item	Del #	Description
Ongoing Maintenance and Support	24.1 24.2 24.3 24.4	BPro will provide SOS ongoing maintenance and operations support as described in Appendix C – Schedule C of the Contract. Annual maintenance and operations support are Deliverable 24.1, 24.2, 24.3, and 24.4. Payment of Annual maintenance and operations support does not occur until Deliverable 23 is completed and accepted. **Deliverable format:** Maintenance and Operations support as described in Appendix C - Schedule C of the Contract. **Acceptance criteria:** BPro delivers as described in Appendix C – Schedule C of the Contract.

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Deliverable 25 – Source Code Automated Scanning Tool

Deliverable Twenty-Five	Due Date	Compensation
Source Code Automated Scanning Tool and TFS MFA incremental costs	N/A	Invoiced amount

Task Item	Del #	Description
Source Code Automate Scanning Tool	25.1	BPro will provide SOS with a report from an automated source code scanning tool. The specific tool is chosen by BPro but needs to be equivalent in functionality as SonarQube (www.sonarqube.org). SOS agrees to reimburse BPro for the actual cost for the licensing of the tool up to the equivalent enterprise license for SonarQube for 1 million lines of code of $20,000. BPro will be licensee of the tool. The scanning and a report must be done for each deliverable that entails development and modification of source code. Deliverable format: • Report of automated source code scan showing results of the scan and any recommendations and/or warnings. • For the license costs reimbursement, a copy of the invoice showing the cost of the tool and payment by BPro. Acceptance Criteria: • For license cost reimbursement, BPro has purchased a license for an automated source code scanning tool. • For report delivery, BPro delivered the scanning tool report to SOS via email. The report must show the results of the scan and any recommendations and/or warnings.
TFS incremental user cost subscription for MFA	25.2	BPro will invoice SOS for the difference between a standard user subscription for TFS and the user subscription required by the enablement of Multi-Factor Authentication for TFS. This cost is currently estimated at $7/month per named user. This cost is only reimbursable for named SOS users. This cost will be reimbursed on an annual basis.

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		Deliverable format: • Invoice for the cost difference. • Documentation of TFS costs that shows standard rate and updated user rate necessary to enable Multi-Factor Authentication. Acceptance criteria: • Invoice and documentation clearly shows the cost difference for the named SOS users. • Invoice is only for the cost difference.

5.4 Milestones

See 12.0 for additional information regarding the milestone schedule for this project.

6.0 Work Approach

The methodologies which will be employed on the management of this project are:

- Project management methodology will be PMBOK-based.
- Agile Scrum will be applied for the development construction and customization effort.

See the attached high-level project plan for additional details in Appendix A.

Technical environment will be hosted at Montana State data center. DOA/SITSD will provide infrastructure hosting including server, network, firewall, load-balancing, and disaster recovery.

7.0 Completion Criteria and Final Acceptance Criteria

7.1 Completion Criteria

- The Agile Scrum approach will be used for demonstrating completed User Stories and tasks for Acceptance by the SOS.
- The SOS Project Manager will review the items provided at the end of each scrum sprint during the development customization phase of the project.
- SOS will create a deliverable Acceptance form template.
- A deliverable Acceptance form will be compiled and once approved used for submitting completed deliverables for payment.
- Deliverables will be accepted per the acceptance criteria as noted in Section 5.3.

7.2 Final Acceptance

- Acceptance will be determined based upon the Acceptance criteria of each deliverable and each user story included in this project as per the Acceptance criteria as noted in Section 5.3.
- Final project Acceptance will be done per the Acceptance criteria for deliverable 23 Project Closeout.

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8.0 Schedule

See the attached high-level project plan for additional details in Appendix A.

9.0 Project Management

See 5.3 for additional information regarding the project management deliverables of this project.

10.0 State Policies Standards and Computing Environment

BPro agrees to follow State and SOS Policies, Standards and Computing Environment guidelines as applicable. These can be found on the state Web site at:
Environment - http://itsd.mt.gov/techmt/compenviron.mcpx
Policies - http://itsd.mt.gov/policy/default.mcpx
Supported Software- http://itsd.mt.gov/policy/software/default.mcpx

The Secretary of State has adopted the State of Montana Enterprise Security policy (POL-Information Security Policy) (https://montana.policytech.com/dotNet/documents/?docid=815), associated guidelines, and the National Institute of Standards and Technology Cybersecurity framework for Improving Critical Infrastructure.

For the Voter Registration and Election Management System and Software, the Secretary of State has adopted the NIST SP800-53R4 Security and Privacy controls for a Moderate system.

11.0 Timeline and Period of Performance

The period of performance for this project will start on the Contract execution date. Work tasks will continue as specified in the project schedule. Maintenance and support will continue for the Contact term. See the attached high-level project plan for additional details in Appendix A.

12.0 Compensation and Payment Schedule

SOS shall reimburse BPro for travel and other expenses as identified in this SOW, or as authorized in writing, in advance by SOS. No payment of travel expenses will be made to BPro for routine travel to and from SOS's location. BPro shall provide a detailed itemization of expenses as requested by SOS. Travel and expenses will be billed as outlined in the Agreement and in compliance with the applicable statutory provisions of the Montana Code.

Each Deliverable except for 22, 23, 24.1, 24.2, 24.3, 24.4 (Travel and Annual Maintenance and Operations), and 25 will be subject to a 10% holdback amount. The holdback amount will be paid to the BPro with the delivery and acceptance of Deliverable 23.

Deliverable 24.1 and subsequent Maintenance and Operations annual fees will not commence until final delivery and acceptance of Deliverable 23. The annual payment Maintenance and Operations interval will be dated from the date of acceptance of Deliverable 23. SOS and BPro may, upon mutual agreement, amend the payment schedule to prorate the annual maintenance and operations fee to change the annual due date. If deliverable 21.4 "Execute Production Rollout" is not delivered and accepted by March 2, 2022 because of the fault of BPro then BPro will waive the fee for the first year of M&O (Deliverable 24.1).

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PROJECT RELATED DELIVERABLES AND COSTS	DUE DATE	COMPENSATION
Deliverable 0: License Fee	05/13/2019	$410,000*
Deliverable 1: Project Kickoff	05/13/2019	$20,000*
Deliverable 2.1: Project Management Plan	Per Appendix A	$7,500
Deliverable 2.2: Project Schedule (Work Plan)	Per Appendix A	$5,000
Deliverable 2.3: Communications Plan	Per Appendix A	$2,500
Deliverable 2.4: Change Management Plan	Per Appendix A	$2,500
Deliverable 2.5: Code Configuration and Release Management Plan	Per Appendix A	$2,500
Deliverable 2.6: Requirements and User Story Management Plan	Per Appendix A	$7,500
Deliverable 2.7: Test Plan	Per Appendix A	$5,000
Deliverable 3.1: Install Development System Environment	Per Appendix A	$5,000
Deliverable 3.2: Install Staging System Environment	Per Appendix A	$10,000
Deliverable 3.3: Install Test/Training System Environment	Per Appendix A	$10,000
Deliverable 3.4: Install Production System Environment	Per Appendix A	$10,000
Deliverable 4.1: Configure Requirements Management in TFS	Per Appendix A	$5,000
Deliverable 4.2: Configure Bug and Issue Tracking in TFS	Per Appendix A	$5,000
Deliverable 5.1: Install and Configure System Security Model	Per Appendix A	$15,000
Deliverable 6.1: Montana Requirements and Gap Analysis	Per Appendix A	$85,000
Deliverable 7: Software Configuration - Voter Registration	Per Appendix A	$150,000
Deliverable 8: Software Configuration - Election Management	Per Appendix A	$150,000
Deliverable 9: Software Configuration - Data Generator and Reporting	Per Appendix A	$75,000
Deliverable 10: Software Configuration -Interfaces	Per Appendix A	$75,000
Deliverable 11: Software Configuration - Public Portal	Per Appendix A	$150,000
Deliverable 12: Software Configuration - Utilities and User Roles and Permissions	Per Appendix A	$55,000
Deliverable 13: Software Configuration - Petitions	Per Appendix A	$65,000
Deliverable 14: Software Configuration - Election Night Results Integration	Per Appendix A	$40,000
Deliverable 15: Software Configuration - TotalAddress	Per Appendix A	$150,000
Deliverable 16: Software Configuration - Electronic Ballot	Per Appendix A	$75,000
Deliverable 17.1: Training on Testing	Per Appendix A	$10,000
Deliverable 17.2: Unit and End to End Testing Support	Per Appendix A	$10,000
Deliverable 17.3: Execute Load and Stress Tests	Per Appendix A	$20,000

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Deliverable 17.4: Performance Standards	Per Appendix A	$20,000
Deliverable 18.1: Training Plan	Per Appendix A	$5,000
Deliverable 18.2: Training Materials	Per Appendix A	$20,000
Deliverable 18.3: On-site training and Facilitation	Per Appendix A	$15,500
Deliverable 19.1: Data Conversion Plan	Per Appendix A	$10,000
Deliverable 19.2: Initial Data Migration Map	Per Appendix A	$5,000
Deliverable 19.3: Initial Iterative Data Migration testing	Per Appendix A	$30,000
Deliverable 19.4: Final Data Migration Testing	Per Appendix A	$10,000
Deliverable 20.1: Technical Support Training	Per Appendix A	$10,000
Deliverable 20.2: Transition to Operations Checklist	Per Appendix A	$2,000
Deliverable 20.3: Maintenance and Operations Plan	Per Appendix A	$5,000
Deliverable 20.4: Transition to Operations Execution	Per Appendix A	$5,000
Deliverable 20.5: Technical Documentation	Per Appendix A	$10,000
Deliverable 21.1: Production Readiness Checklist	Per Appendix A	$2,500
Deliverable 21.2: Production Rollout Plan	Per Appendix A	$10,000
Deliverable 21.3: Production Rollout Onsite Support	Per Appendix A	$25,000
Deliverable 21.4: Execute Production Rollout	Per Appendix A	$100,000
Deliverable 21.5: Post Deployment Validation	Per Appendix A	$40,000
Deliverable 21.6: Production Issues Management	Per Appendix A	$42,500
Deliverable 22: Travel for On-Site Meetings	Per Appendix A	**
Deliverable 23: Project Closeout	Per Appendix A	Retainage
Deliverable 24.1: Maintenance and Operations Fees – Year 1	Per Appendix A	$300,000
Deliverable 24.2: Maintenance and Operations Fees – Year 2	Per Appendix A	$300,000
Deliverable 24.3: Maintenance and Operations Fees – Year 3	Per Appendix A	$300,000
Deliverable 24.4: Maintenance and Operations Fees – Year 4	Per Appendix A	$300,000
Deliverable 25: Source Code scanning tool license and TFS MFA incremental costs.		***
TOTAL MT Project Costs (not including maintenance)	Per Appendix A	**$2,000,000**

*SOS has accepted delivery and paid minus holdback percentage.
**At actual cost per agreement.
*** At actual cost per agreement but no more than $20,000 for Source Code scanning and at actual cost for TFS MFA subscription difference.

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13.0 Miscellaneous

Items unique to the project:

- Hardware:
  - TWAIN scanners
  - Dymo printers
- Server Operating System:
  - Windows 2016 or later servers
  - Microsoft SQL Server 2016 or later

14.0 Appendices

- Appendix A: *High-Level Project Plan*
- Appendix B: *Sole-Source Letters*

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Execution/Signature Block

In Witness Whereof, the parties hereto, having read this SOW Montana Secretary of State Voter Registration System Project to Contract Number SOS-SOLSRC-2019-0007K in its entirety, do agree thereto in each and every particular.

Approved	Approved
Montana Secretary of State	BPro, Inc.
Signature	Signature
Print or Type Name	Print or Type Name
Title:	Title:
Date:	Date:

Approved as to Form:

Procurement Officer (Date)
State Procurement Bureau

The contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Reviewed and Approved by:
Information Technology Services Division
Montana Department of Administration,
per MCA 2-17-512:

Date: _____

CIO (or Agency Designee for Delegated IT Authority)

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Appendix A: High Level Project Plan

Task Name	Duration	Start	Finish
Montana Elections System Project Schedule	**700 days**	**Wed 5/1/19**	**Fri 2/18/22**
2019 Requirements, Conversion and Interfaces	**178 days**	**Wed 5/1/19**	**Fri 1/10/20**
Revise SOW and Project Schedule	10 days	Mon 8/5/19	Fri 8/16/19
2.2 Recreate Project Schedule	13.75 days	Mon 8/12/19	Fri 9/13/19
Project Management Plan	**53.75 days**	**Fri 8/23/19**	**Wed 11/6/19**
2.1 Develop Project Management Plan (PMP)	1.75 days	Fri 9/6/19	Wed 11/6/19
2.3 Develop Communication Plan	23.25 days	Fri 8/23/19	Mon 9/30/19
2.4 Develop Change Management Plan	29.2 days	Fri 8/23/19	Fri 10/4/19
2.5 Develop Configuration and Release Management Plan	10 days	Fri 8/23/19	Thu 10/17/19
2.6 Requirements Management Plan	15 days	Mon 9/23/19	Fri 10/11/19
2.7 Develop Test Plan	12.5 days	Fri 8/23/19	Mon 11/4/19
Requirements	**101 days**	**Mon 7/29/19**	**Thu 12/19/19**
JAD 1	3 days	Mon 7/29/19	Wed 7/31/19
Finalize Voter	15 days	Thu 8/1/19	Thu 10/17/19
Refine Acceptance	5 days	Thu 8/1/19	Tue 10/15/19
Election Requirements	15 days	Thu 8/8/19	Wed 10/23/19
Acceptance Criteria - Elections	5 days	Thu 8/1/19	Wed 10/16/19
Interface Req Gathering DPHHS Vital Stats, Dept of Corrections, Prisoners, Voter File	20 days	Wed 10/23/19	Wed 11/20/19
JAD 2 - Voter Election,Date Logic, Process Changes	3 days	Wed 9/25/19	Fri 9/27/19
Update Documentation for JAD 2 Results	10 days	Mon 9/30/19	Fri 10/11/19
Metac	3 days	Mon 9/30/19	Wed 10/2/19
Acceptance Criteria - Interfaces	10 days	Wed 11/20/19	Mon 12/9/19
19.2Data Migration Map	20 days	Mon 9/16/19	Fri 10/11/19
Data Migration Mapping Acceptance Criteria	15 days	Mon 10/14/19	Fri 11/1/19
Initial Requirements Refinement - TotalAddress	15 days	Mon 10/14/19	Fri 11/1/19
Refine and Acceptance Criteria High Level- TotalAddress	5 days	Mon 11/4/19	Fri 11/8/19
Initial Requirements Gathering - Sys Admin/ Reports	15 days	Wed 11/20/19	Mon 12/16/19
Refine and Acceptance Criteria and Upload Samples - Sys Admin/Reports	5 days	Mon 10/14/19	Fri 10/18/19
Petition Requirements and Acceptance	15 days	Mon 10/14/19	Fri 11/1/19
Candidate Filing Requirements and Acceptance	15 days	Mon 11/4/19	Fri 11/22/19
Address Validation Requirements	5 days	Mon 11/4/19	Fri 11/8/19
JAD 3 - Dates TBD Placeholder	3 days	Tue 12/10/19	Thu 12/12/19
Enter JAD 3 Updates	5 days	Fri 12/13/19	Thu 12/19/19
Election Night Reporting Requirements and Acceptance Criteria	15 days	Mon 11/11/19	Wed 12/4/19
Process Re engineering Reconciliation with Requirements	10 days	Thu 12/5/19	Wed 12/18/19

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Task Name	Duration	Start	Finish
3.0 Configure Software Infrastructure	**166 days**	**Wed 5/1/19**	**Mon 12/23/19**
Configure and Setup Development Environment	**83 days**	**Wed 5/1/19**	**Fri 8/23/19**
Create software and system installation documentation	40 days	Mon 7/8/19	Fri 9/6/19
Configure and Setup QA/Staging Environment	**25 days**	**Mon 9/16/19**	**Fri 10/18/19**
Configure and Setup Testing/Training Environment	**20 days**	**Mon 10/21/19**	**Fri 11/15/19**
Configure and Setup Production Environment	**23 days**	**Mon 11/18/19**	**Mon 12/23/19**
5.1 Configure Montana Security Model	**35 days**	**Mon 10/14/19**	**Wed 12/4/19**
Security Model Fully Functional, Base User Permissions, RSA User MGT	20 days	Mon 10/14/19	Fri 11/8/19
Deliver Security Model Documentation	15 days	Mon 11/11/19	Wed 12/4/19
Acceptance of Security Model Implementation	10 days	Thu 12/5/19	Wed 12/18/19
TotalAddress Preliminary	**25 days**	**Mon 9/30/19**	**Fri 11/1/19**
TotalAddress technical explorations	15 days	Mon 9/30/19	Fri 10/18/19
TotalAddress - 1 Layer State County Import	10 days	Mon 10/21/19	Fri 11/1/19
19 Data Conversion Migration - Round 1	**30 days**	**Mon 10/14/19**	**Fri 11/22/19**
19.1 Data Conversion Plan	5 days	Mon 10/14/19	Fri 10/18/19
Conversion Technical Requirements (Scripting)	15 days	Mon 11/4/19	Fri 11/22/19
4.0 Configure Requirements Management in TFS	**65 days**	**Mon 7/15/19**	**Fri 10/11/19**
Provide Overview of TFS to MT SOS	1 day	Mon 7/15/19	Mon 7/15/19
4.1 Configure Requirements Management in TFS	8 days	Mon 9/16/19	Wed 9/25/19
4.2 Configure Bug and Issue Tracking in TFS	2 days	Thu 9/26/19	Fri 9/27/19
25.2 Implement MFA in TFS	10 days	Mon 9/30/19	Fri 10/11/19
4.0 Aceptance Criteria for Requirements Management in TFS	2 days	Mon 9/30/19	Tue 10/1/19
6.1 MT Requirements Packaging and Finalization	**15 days**	**Thu 12/19/19**	**Fri 1/10/20**
Misc User Stories Organized into Features	**10 days**	**Thu 12/19/19**	**Fri 1/3/20**
Business Process Finalization	5 days	Thu 12/19/19	Thu 12/26/19
Functional Design Overview	5 days	Fri 12/27/19	Fri 1/3/20
Technical Architecture	5 days	Tue 12/24/19	Wed 1/1/20
Current Staging of Features/User Story Logic Backed Up and Tied to Process	2 days	Fri 12/27/19	Mon 12/30/19
User Story and Feature TFS Exports	1 day	Fri 12/27/19	Fri 12/27/19
Methodology for the Development Phase	5 days	Tue 12/24/19	Wed 1/1/20
Final Internal Base Phase DeliveryProject Turn Over and Tie out Documentation	5 days	Thu 1/2/20	Wed 1/8/20
Acceptance of Environment and Final Tie out Requirements Support - BPro Base Phase	1 day	Thu 1/9/20	Thu 1/9/20
END BASE PHASE 2019	**1 day**	**Fri 1/10/20**	**Fri 1/10/20**
Interim Conversion and Requirements Refinement //Project Hiatus	**230 days**	**Mon 1/6/20**	**Fri 12/18/20**

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Task Name	Duration	Start	Finish
Requirements Maintenance and Refinement 2020	**250 days**	**Fri 1/10/20**	**Tue 1/26/21**
Modify Requirements for MCA Changes	250 days	Fri 1/10/20	Tue 1/26/21
19.3 Data Conversion Iterative Testing	**57 days**	**Mon 1/6/20**	**Tue 3/24/20**
Data Conversion Testing Round 2	15 days	Mon 1/6/20	Fri 1/24/20
Data Conversion Script Modification	10 days	Mon 1/27/20	Fri 2/7/20
Data Conversion Bug Tracking	5 days	Mon 2/10/20	Fri 2/14/20
Data Conversion Testing Round 3	15 days	Mon 2/17/20	Fri 3/6/20
Data Conversion Script Modification	10 days	Mon 3/9/20	Fri 3/20/20
Data Conversion Documentation - minor mods needed for after Sprints	2 days	Mon 3/23/20	Tue 3/24/20
10 Interfaces DPHHS, Voter File, Prisoners, DL, SSN	**15 days**	**Wed 3/25/20**	**Tue 4/14/20**
Interface Development Sprint	10 days	Wed 4/1/20	Tue 4/14/20
Death File Load	10 days	Wed 4/1/20	Tue 4/14/20
Other File Loads Completed	10 days	Wed 4/1/20	Tue 4/14/20
Sprint load/Planning and Sprint Review	5 days	Wed 3/25/20	Tue 3/31/20
TotalAddress - Placeholder	**60 days**	**Wed 4/1/20**	**Wed 6/24/20**
Test Split Layer	6 days	Wed 4/1/20	Wed 4/8/20
Legal Description Lat Long to Address	45 days	Thu 4/9/20	Thu 6/11/20
Functional Design Discussions with SOS, GIS and Bpro	60 days	Wed 4/1/20	Wed 6/24/20
Development Phase 2021	**297 days**	**Mon 12/21/20**	**Fri 2/18/22**
Re Kickoff of electMT	**250 days**	**Mon 12/21/20**	**Wed 12/15/21**
Resource Core Team	15 days	Mon 12/21/20	Wed 1/13/21
Project Internal Requirements Deliverable Review (On Site recommended)	10 days	Thu 1/14/21	Wed 1/27/21
Re Engage Bpro Dev - First Load	5 days	Thu 1/28/21	Wed 2/3/21
Project Kickoff Meeting with Sponsors	1 day	Thu 2/4/21	Thu 2/4/21
7 Voter Registration (W related candidate Mgt features)	**30 days**	**Fri 2/5/21**	**Thu 3/18/21**
Development Sprint 1	10 days	Fri 2/5/21	Thu 2/18/21
Sprint Review, Grooming, Sprint Planning	5 days	Fri 2/19/21	Thu 2/25/21
Development Sprint 2	10 days	Fri 2/26/21	Thu 3/11/21
Sprint Review, Grooming, Sprint Planning	5 days	Fri 3/12/21	Thu 3/18/21
Sonarqube or Equiv Scan	1 day	Fri 3/12/21	Fri 3/12/21
8 Software Modernization: Election Management (W related candidate Mgt features)	**30 days**	**Fri 3/19/21**	**Thu 4/29/21**
Development Sprint 3	10 days	Fri 3/19/21	Thu 4/1/21
Sprint Review, Grooming, Sprint Planning	5 days	Fri 4/2/21	Thu 4/8/21
Development Sprint 4	10 days	Fri 4/9/21	Thu 4/22/21
Sprint Review, Grooming, Sprint Planning	5 days	Fri 4/23/21	Thu 4/29/21
25 SonarQube or equiv Scan	1 day	Fri 4/23/21	Fri 4/23/21

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Task Name	Duration	Start	Finish
12 User Roles and Permissions	**15 days**	**Fri 4/30/21**	**Thu 5/20/21**
Development Sprint 5	10 days	Fri 4/30/21	Thu 5/13/21
Sprint Review, Grooming, Sprint Planning	5 days	Fri 5/14/21	Thu 5/20/21
25 SonarQube or equiv Scan	1 day	Fri 5/14/21	Fri 5/14/21
15 TotalAddress	***15 days***	***Fri 5/21/21***	***Fri 6/11/21***
Development Sprint 6	**15 days**	**Fri 5/21/21**	**Fri 6/11/21**
Develop Sprint 6	10 days	Fri 5/21/21	Fri 6/4/21
Address Validation	3 days	Fri 5/21/21	Tue 5/25/21
Sprint Review, Grooming, Sprint Planning	5 days	Mon 6/7/21	Fri 6/11/21
25 SonarQube or equiv Scan	1 day	Tue 6/1/21	Tue 6/1/21
13Petitions	**15 days**	**Mon 6/14/21**	**Fri 7/2/21**
Develop Sprint 7	10 days	Mon 6/14/21	Fri 6/25/21
Sprint Review, Grooming, Sprint Planning	5 days	Mon 6/28/21	Fri 7/2/21
25 SonarQube or equiv Scan	1 day	Mon 6/28/21	Mon 6/28/21
11 Public Portal	**15 days**	**Tue 7/6/21**	**Mon 7/26/21**
Develop Sprint 7	10 days	Tue 7/6/21	Mon 7/19/21
Sprint Review, Grooming, Sprint Planning	5 days	Tue 7/20/21	Mon 7/26/21
25 SonarQube or equiv Scan	1 day	Tue 7/20/21	Tue 7/20/21
14 Election Night Results Integration	**15 days**	**Tue 7/27/21**	**Mon 8/16/21**
Development Sprint 9	**15 days**	**Tue 7/27/21**	**Mon 8/16/21**
Development Sprint 9	10 days	Tue 7/27/21	Mon 8/9/21
Sprint Review, Grooming, Sprint Planning	5 days	Tue 8/10/21	Mon 8/16/21
25 SonarQube or equiv Scan	1 day	Tue 8/10/21	Tue 8/10/21
9 Data Generator and Reporting	**15 days**	**Tue 8/17/21**	**Tue 9/7/21**
Development Sprint 10	**15 days**	**Tue 8/17/21**	**Tue 9/7/21**
Develop Iteration 10	10 days	Tue 8/17/21	Mon 8/30/21
Sprint Review, Grooming, Sprint Planning	5 days	Tue 8/31/21	Tue 9/7/21
25 SonarQube or equiv Scan	1 day	Tue 8/31/21	Tue 8/31/21
16 Electronic Ballot	**15 days**	**Wed 9/8/21**	**Tue 9/28/21**
Development Sprint 11	**15 days**	**Wed 9/8/21**	**Tue 9/28/21**
Develop Iteration 11	10 days	Wed 9/8/21	Tue 9/21/21
Sprint Review, Grooming, Sprint Planning	5 days	Wed 9/22/21	Tue 9/28/21
Sonarqube or Equiv Scan	1 day	Wed 9/22/21	Wed 9/22/21
Development Sprint 12 - Final Functional during Parallel	**16 days**	**Wed 9/29/21**	**Wed 10/20/21**
Develop Iteration 12	10 days	Wed 9/29/21	Tue 10/12/21
Sprint Review, Grooming, Sprint Planning	5 days	Wed 10/13/21	Tue 10/19/21
Sonarqube or Equiv Scan	1 day	Wed 10/20/21	Wed 10/20/21
FINAL SPRINT BEFORE GO LIVE	**20 days**	**Tue 11/16/21**	**Wed 12/15/21**
Sprint 13Develop Iteration Final Functional Build	10 days	Tue 11/16/21	Wed 12/1/21
Sprint Review and Go Live Testing	10 days	Thu 12/2/21	Wed 12/15/21

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Task Name	Duration	Start	Finish
25. Sonarqube or Equivalent Scanning - Final before PROD IF a GO	1 day	Thu 12/2/21	Thu 12/2/21
17.1 Training on Testing	**80 days**	**Mon 6/14/21**	**Tue 10/5/21**
Training on How to Test UAT and Parallel	10 days	Mon 6/14/21	Fri 6/25/21
17.2 Unit and End to End Testing and Support	**45 days**	**Tue 7/6/21**	**Tue 9/7/21**
17.2 UAT and Integrated Testing - Placeholder for Time (concurrent with latter dev)	45 days	Tue 7/6/21	Tue 9/7/21
17.3 Execute Load and Stress Tests	5 days	Wed 9/8/21	Tue 9/14/21
17.4 Performance Standards	5 days	Wed 9/29/21	Tue 10/5/21
18 - Training	**131 days**	**Mon 6/14/21**	**Fri 12/17/21**
18.1 Training Plan	15 days	Mon 6/14/21	Fri 7/2/21
18.2 Training Materials	**109 days**	**Tue 7/6/21**	**Wed 12/8/21**
Preliminary Training Material - Detailed with Partial UIX	10 days	Tue 7/6/21	Mon 7/19/21
Full Training Documents - Core	15 days	Tue 7/20/21	Mon 8/9/21
Supplemental Documenation / Update	5 days	Thu 12/2/21	Wed 12/8/21
18.3 Execute Training of MT EA's and Staff	60 days	Thu 9/23/21	Fri 12/17/21
17.2 Deliver Sample Test Scripts	10 days	Tue 7/20/21	Mon 8/2/21
19.4 Final Testing and Production Migration	**39 days**	**Mon 9/20/21**	**Thu 11/11/21**
Minor Modifications required from final Software Mods	5 days	Wed 10/20/21	Tue 10/26/21
Test Final Conversion Script	10 days	Wed 10/27/21	Tue 11/9/21
Minor Modifications and refinement of Conversion	2 days	Wed 11/10/21	Thu 11/11/21
Rerun Conversion Script for Parallel (assumes maintenance of script if/as needed)	2 days	Mon 9/20/21	Tue 9/21/21
17.2 Parallel Testing - Place Holder Municipal Election November	**50 days**	**Mon 8/30/21**	**Mon 11/8/21**
Voter Reg for Parallel all types	30 days	Wed 9/22/21	Tue 11/2/21
Prepare Ballots in advance - UOCAVA	45 days	Mon 8/30/21	Mon 11/1/21
Election setup through results	5 days	Tue 11/2/21	Mon 11/8/21
Evaluate Parallel Results Post Election and feed final Sprint	5 days	Tue 11/9/21	Mon 11/15/21
Transition to Operations and IT Training	**48 days**	**Tue 11/9/21**	**Mon 1/17/22**
Deployment Readiness	**37 days**	**Tue 11/9/21**	**Fri 12/31/21**
Update Implementation and Deployment Plan	5 days	Wed 11/10/21	Tue 11/16/21
Update User Documentation	10 days	Mon 12/20/21	Fri 12/31/21
20.5 Update Systems Operations technical Documentation	5 days	Wed 11/17/21	Tue 11/23/21
20.1 Technical Support Training	5 days	Wed 11/24/21	Thu 12/2/21
20.2 Update the operations checklist	1 day	Fri 12/3/21	Fri 12/3/21
20.3 Maintenance and Operation Plan	5 days	Wed 11/17/21	Tue 11/23/21
20.4 Transition to Operation Execution	5 days	Tue 11/9/21	Mon 11/15/21
Go NO GO DECISION	1 day	Thu 12/30/21	Thu 12/30/21
Production Deployment	**22 days**	**Mon 12/6/21**	**Tue 1/4/22**

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Task Name	Duration	Start	Finish
21.1 Review and Update Production Readiness Checklist	3 days	Mon 12/6/21	Wed 12/8/21
21.2 Review and Update Production Rollout Plan	3 days	Thu 12/9/21	Mon 12/13/21
21.4 Execute Production Rollout	**3 days**	**Fri 12/31/21**	**Tue 1/4/22**
Final Production data Migration	2 days	Fri 12/31/21	Mon 1/3/22
Production Application Cutover	**1 day**	**Tue 1/4/22**	**Tue 1/4/22**
21.3 Production Rollout Onsite Support	4 days	Fri 12/31/21	Wed 1/5/22
21.5 Update Post Deployment Validation Checklist	3 days	Wed 1/5/22	Fri 1/7/22
County and State Testing of Implemented Sites	1 day	Mon 1/10/22	Mon 1/10/22
21.6 Production Issues Management: Production Monitoring and Support	5 days	Tue 1/11/22	Mon 1/17/22
Deliverable 23 - Project Closeout	**19 days**	**Tue 1/18/22**	**Fri 2/11/22**
Prepare and Process Project Closeout Checklist	5 days	Tue 1/18/22	Mon 1/24/22
23.1 Update all system documentation for project closeout	10 days	Tue 1/25/22	Mon 2/7/22
Complete warranty and transition to maintenance and operations	4 days	Tue 2/8/22	Fri 2/11/22
Review and Accept Deliverable 23	5 days	Mon 2/14/22	Fri 2/18/22

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Appendix B: Sole-Source Letters

SOS Intent to Sole Source Letter

DEPARTMENT OF ADMINISTRATION
STATE FINANCIAL SERVICES DIVISION
STATE PROCUREMENT BUREAU
sfsd.mt.gov

STEVE BULLOCK
GOVERNOR
STATE OF MONTANA

MITCHELL BUILDING, ROOM 165
PO BOX 00135

(406) 444-2575
(406) 444-2529 FAX
TTY Users-Dial 711

HELENA, MONTANA 59620-0135

January 2, 2019

To All Interested Vendors:

The Department of Administration, State Procurement Bureau, is considering a request from the Montana Secretary of State's Office, to award a Sole Source contract to BPro, Inc (BPro). for TotalVote Election Software. The determination of this Sole Source purchase is based on the following requirements:

1. BPro's TotalVote election software is unique in that it provides prebuilt, developed, and integrated modules to manage every aspect of Montana's elections. This includes configurable modules for Candidate Management, Voter Registration, Petition Management, Election Management, Election Reporting, and Voter Information. The Montana Secretary of State's Office existing BPro TotalVote Election Night Reporting system will remain part of any proposed software solution. The software solution must be COTS and not a custom design/build solution.
2. Entire software implementation is to be completed no later than March 2020. Candidate management implementation is to be completed by January 1, 2020.
3. The budgeted software cost of the entire election software is $2,000,000.
4. The following features and modules are required for any proposed software solution:
    a. Ballot Creation
    b. Ballot Management
    c. Business Intelligence Report Generator
    d. Candidate Management
    e. Canvassing
    f. Election Night Reporting
    g. Electronic Ballot
    h. GIS Address Management
    i. Petition Management
    j. Secure Login Portal
    k. Voter Information Portal
    l. Voter Registration

The State Procurement Bureau will accept written comments from potential vendors who believe they have the ability to provide an equivalent product and services, meeting all of the requirements listed above. ***This is not a request for competitive proposals.*** Vendors interested in providing this product to the State of Montana are invited to provide a detailed description of their product. Written comments must be received by 2:00 p.m. local time, January 16, 2019. Responses to this notice must be submitted within the eMACS procurement system.

A determination by the State not to compete this proposed purchase based upon responses to this notice is solely within the discretion of the State. If evidence presented reveals that more than one source is available to provide the product/services, the State may issue a competitive solicitation. If no evidence is presented in the timeframe specified, the State may proceed to award a contract to BPro, Inc.

Thank you for your interest.

"AN EQUAL OPPORTUNITY EMPLOYER"

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BPro Sole Source Letter

BPRO TOTAL VOTE Election Software

November 7, 2018

Kellee English
IT Director
Secretary of State's Office
State Capitol Building
1301 E. 6th Avenue
Helena, MT 59601

Dear Ms. English,

In 2010, BPro was selected as the successful bidder for Montana *CEP # - 10-SOS-DA-08 Central Election Reporting System (CERS)*. Since that time, our company has provided the statewide Election Night Reporting system for Montana elections and our *TotalVote* system has been well received by state and county elections officials.

As the State of Montana looks to replace its current Voter Registration (VR) system, BPro can provide an upgrade of Montana's existing *TotalVote* software system to include Voter Registration, Election Management and the myriad of interfaces necessary to maintain accurate registration rolls in the modern, mobile information environment. By upgrading Montana's current *TotalVote* system and utilizing components that BPro has already built, Montana will save time launching the new system, BPro will provide considerable cost savings and Montana's elections officials will continue to work with a vendor and system they are familiar with.

As part of *CEP # - 10-SOS-DA-08 Central Election Reporting System (CERS)*, BPro built several components necessary to maintain a Voter Registration system that were never implemented. This includes a major piece of any Voter Registration system, the Election Management System (EMS). BPro fully intends to honor the work that we have already been completed, which will result in significant cost and time savings. The work to build the EMS portion of BPro's VR system would typically be done over the course of six, two-week sprints. Eliminating this portion of the project will save 3-4 months of work or approximately 700 hours. To put that into financial terms, we are currently building *TotalVote* VR systems in Arizona and Washington and both projects include approximately $1 million to build the EMS portion of the systems.

BPro's Election Night Reporting system currently complies with all federal and Montana laws and requirements and this will continue with the implementation of the *TotalVote* Voter Registration system. In addition to complying with all applicable laws, TotalVote will help

www.bpro.com 124 West Dakota Avenue, Pierre, SD 57501

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simplify the process by which Montana election officials provide data to federal election officials.

BPro will also provide Montana with an advantageous implementation schedule that ensures the new system is completed and fully tested before the 2020 Presidential Election. With the time savings referenced above, BPro can deliver a completed *TotalVote* VR system in 11-12 months. Our team can begin preliminary work on Montana's Voter Registration system in early (January-April) 2019. If we can start work by (for example) March 2019 Montana's TotalVote Voter Registration will be live by March 2020.

Along with all the quantifiable savings listed above, we are confident that additional savings will be realized by the simple fact that BPro has been working with Montana for almost a decade. In addition to knowing Montana's election laws, we have developed key relationships with both state and county election officials. These existing relationships will help foster open, respectful and honest communications, which will help ease the transition to a new Voter Registration system.

While most new Voter Registration systems would cost at least $4 million, BPro is committed to completing the Montana VR project for $2 million. Maintenance and operations fees from years 2-4 of the system will be priced at approximately $300,000 per year, keeping the total cost to Montana at under $3 million.

We look forward to the opportunity to continue working with the State of Montana.

Best,