

State of Wisconsin\Government Accountability Board

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Director and General Counsel

July 13, 2011

Robert J. Lavelle
Grants Officer
Defense Human Resources Activity
4040 North Fairfax Drive
Arlington, VA 22203-1613

Dear Mr. Lavelle:

The Wisconsin Government Accountability Board is pleased to present our application and technical proposal for the Electronic Absentee Systems for Elections program.

We believe Wisconsin is presenting a viable proposal for improving the voting experience of UOCAVA electors and decreasing their various failure rates throughout the voting process. We intend to implement the system described in the accompanying application for the 2012 November General Election. We look forward to hearing from you.

If you have any questions, please contact Nathaniel E. Robinson, Elections Division Administrator at 608-267-0715 or Nat.Robinson@wi.gov. Thank you.

Sincerely,

GOVERNMENT ACCOUNTABILITY BOARD

A handwritten signature in black ink that reads "Kevin J. Kennedy". The signature is written in a cursive, flowing style.

Kevin J. Kennedy
Director and General Counsel

Cc: Nathaniel E. Robinson
Elections Division Administrator
Wisconsin Government Accountability Board

Wisconsin Electronic UOCAVA Voting Assistance System

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Technical Proposal from the State of Wisconsin
for Application to the Electronic Absentee Systems for Elections Grant
Proposed for the period of ~~August 2011~~ ~~September 30, 2013~~

05 March 2012 through 30 November 2016

CFDA: 12.217
BAA: H98210-BAA-11-0001
Formerly: HQ0034-FVAP-11BAA-0001
CAGE Code: 
DUNS: 

Signature: 

Name: MICHAEL HAAS

Date: December 5, 2013

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TECHNICAL APPROACH AND JUSTIFICATION

1. Executive Summary

The Wisconsin Government Accountability Board (G.A.B.) is proposing the creation of an immediate online ballot delivery system for UOCAVA electors. This System will be integrated with our existing voter look-up, online registration, and ballot tracking tools to create a cost-effective process which offers a simple, straightforward voting experience. The online ballot request and delivery system would allow UOCAVA electors to access an online ballot immediately without having to wait for a reply or email from an election official.

The proposed System will require the creation of four new primary applications -- a Ballot Preparation Tool, an Online Absentee Ballot Request feature, an Online Ballot Delivery Tool and a Data Collection and Evaluation portal. The overall System will include the following high level components:

1. Ballot Preparation Tool – This tool will allow election officials to enter their ballot styles in a single template that can then be used by G.A.B. for the online ballot delivery tool, ~~by voting equipment programmers, and by ballot printers.~~
2. Voter Look-up Tool – UOCAVA electors can see if they are registered and if so, verify that their information is current.
3. Online Registration Tool – The registration tool will allow military electors to provide needed personal information online immediately, and overseas electors to complete a registration form, print off their pre-filled registration form, sign, and mail.
4. Online Absentee Ballot Request – UOCAVA electors will be able to request an absentee ballot in conjunction with their voter registration.
5. Online Ballot Delivery – Once online ballots are available, military voters as well as registered overseas voters will be immediately directed to their online ballot, where they can mark, print, and mail the ballot.
6. Notifications – The System will send notifications to election officials regarding UOCAVA electors' usage. UOCAVA electors who have previously used the System will be notified when ballots are available online.
7. Online Ballot Tracking – The System will be connected to the current online ballot tracking system for UOCAVA electors and will automatically update when an UOCAVA elector prints their ballot and when a local election official scans a returned ballot.
8. Data Collection and Evaluation – An application will be created to gather UOCAVA data from the SVRS, the Wisconsin Election Data Collection System, and the online ballot delivery tool, and make that data available to the public. This information will be used to evaluate system performance and improve services to UOCAVA electors.

2. Goals and Objectives

The goal of the G.A.B. is to develop innovative approaches to absentee voting and to reduce voting impediments faced by UOCAVA electors, thereby improving their voting experience.

UOCAVA electors face increased burdens at every phase of the election and absentee voting process. Wisconsin's elections are administered at the municipal level and this decentralized model may create an additional burden for those UOCAVA electors who reside in smaller jurisdictions. Out of Wisconsin's 1,852 municipalities, over 1,600 have a population of fewer than 5,000. Sixty percent of Wisconsin's municipal clerks are part-time employees, and fifty-four percent have an additional full-time job. Some municipalities do not have internet access or a scanner or fax machine, creating difficulties when transmitting absentee ballots electronically. The lack of consistent availability of some local election officials and technology may, at times, delay the transmission of absentee ballots to electors. This delay is especially burdensome for UOCAVA electors and can contribute to the failure rates for UOCAVA electors in various stages of the absentee voting process.

The creation of this new System and its integration with existing election applications will help overcome many of the burdens UOCAVA electors encounter during the absentee voting process. Allowing military electors and registered overseas electors to immediately access their ballot will eliminate the additional burdens for UOCAVA electors caused by the inconsistency in local election official availability and lack of technology in some jurisdictions.

The proposed System is based upon the following three guiding principles:

- Simple, straightforward tools for UOCAVA electors that are easy to use and provide quick results
- Simple, straightforward tools for election officials to use and make it easier for them to serve UOCAVA electors
- Integration with existing tools to ensure consistent services to UOCAVA electors statewide and to maximize efficiency and cost effectiveness

The System will be located on the G.A.B.'s Voter Public Access (VPA) website. This website currently functions as a single portal where voters can look up their polling place, check their voter registration status, and soon will be able to fill out a voter registration form online. Currently, UOCAVA electors can check the status of their absentee ballots on the VPA website. Expanding our existing VPA website with new features allows us to improve the services being offered to UOCAVA electors. They can continue to use the same website they have always used to access the new features.

Integrating the new services with existing tools provides many benefits, including ease of upgrades and improvements. It simplifies system development and minimizes duplication of efforts, which reduces cost and implementation timelines. The integration with other current election administration applications will make the System more sustainable.

Using the existing VPA website improves the scalability of the System. VPA is already built to meet statewide demand based on usage, scaling up during peak usage and down during slow periods. This allows for potential expansion of services to other voting populations in addition to serving military and overseas voters. These services could also be offered to veterans, individuals with disabilities and other groups that could benefit from the enhanced absentee balloting features.

The use of an in-house IT team and existing infrastructure will eliminate any proprietary issues after the duration of the grant thus saving money as the System is upgraded with changing technologies and legislation. The G.A.B. will partner with the Wisconsin Department of Administration, Division of Enterprise Technology (DET) during the System's development, implementation and evaluation. The G.A.B. has a well-established partnership with DET in the management of the technical aspects of the Statewide Voter Registration System (SVRS), the Wisconsin Election Data Collection System (WEDCS) and the VPA website. Collaborating with DET in the creation of this System will ensure a smooth transition and knowledgeable assistance without proprietary conflicts.

The following sections provide additional details regarding the high-level components of the proposed System:

1. Ballot Preparation Tool

Currently, Wisconsin's 72 county clerks and 1,852 municipal clerks must enter contests and candidates in the SVRS system in order for a sample ballot to appear to voters on VPA. Some clerks must also provide contest and candidate information to voting equipment vendors so that voting equipment can be programmed to correctly display and tabulate ballots, while other clerks program the voting machines themselves. In addition, contest and candidate information must be provided to companies that print the physical ballots. For many clerks, this results in three separate repetitions of the same work. This sometimes leads to inaccuracies and omissions in the sample ballot on VPA.

Under this proposal, technical staff will build an interface where contest and candidate data can be entered into a single location. This interface will import contest and candidate information into SVRS and make reports available in a format that can be forwarded to voting equipment programmers and ballot printers. For UOCAVA electors, this will ensure the ballot information entered into SVRS is the same as that which appears on the official ballot. Using the online ballot delivery tool, UOCAVA electors can print correct ballots instantly, with no delays in contacting their municipal clerk and no need for the clerk to prepare and transmit a ballot by fax or email.

This ballot preparation tool is on hold due to difficulty working with the voting equipment vendors and ballot printers.

2. Voter Look-up Tool

The Voter Public Access website already allows UOCAVA electors to verify whether their registration is current and accurate.

Military electors do not need to be registered to vote under Wisconsin law; however, it is still necessary to collect some personal information from them to ensure that they can access all available services. Therefore, Wisconsin does keep such data in the SVRS for military voters. Overseas electors must be registered to request an absentee ballot. UOCAVA electors using the System whose registration information is current may immediately request an absentee ballot online. Voters who need to update their registration or voter information will be directed to the online registration tool.

Minor changes to the current voter look-up tool will be necessary to create links to the online registration tool and the absentee balloting tools.

3. Online Registration Tool

The online registration tool for UOCAVA electors will use the existing voter registration portal available to voters on the VPA website.

Even though military electors are not required to register, they must provide some basic information that the municipal clerk can use to determine the validity of their request. Often a military elector requests an absentee ballot without providing the necessary personal information. This requires the municipal clerk to follow up with the elector before sending the absentee ballot, further delaying the transmission of that ballot.

The use of the online registration tool will eliminate these delays for military electors. Military electors will be directed through a series of questions to gather basic voter registration information. Because they are not required to be registered, they can immediately update their personal information and will be directed to the Online Absentee Ballot Request portal.

Overseas electors are required to be registered under Wisconsin law and are required to sign a paper voter registration form. The online registration tool will guide them through a series of questions and will generate a pre-filled voter registration form. The overseas elector will need to print, sign, and mail the form to their municipal clerk, who will complete the registration process when they receive it. Once the overseas elector has printed their voter registration form, they will be directed to the Online Absentee Ballot Request portal.

4. Online Absentee Ballot Request Tool

The Online Absentee Ballot Request Tool will be created as part of this System. This new tool will pull in the voter's registration information and will generate an absentee ballot request. It will give the voter the appropriate options depending on the elector's UOCAVA status. Military electors can request absentee ballots ~~indefinitely~~, for a specific election, or for all elections in a calendar year. Overseas electors can request ballots for Federal elections for ~~up to two general election cycles~~. Information entered by the voter will be saved as an absentee application in SVRS to assist clerks in record-keeping and make ballots available promptly for future elections.

Wisconsin Statute has changed since the original grant application. Voters can request absentee ballots through the calendar year.

Overseas electors who are using the Online Absentee Ballot Request Tool, but are not previously registered, will not have their absentee application information automatically updated in the SVRS. However, when an overseas elector prints their registration form to be mailed to the appropriate clerk, their absentee ballot request will also print. The System will generate and email to notify the municipal clerk that the overseas elector's registration and absentee ballot request is en route. The clerk will then process the absentee ballot request at the same time as the registration.

If ballots are currently available, military and registered overseas electors will be directed to the Online Ballot Delivery tool. If ballots are not currently available, the voter's absentee ballot request will be updated in the voter registration system, and the voter will be sent a notification when ballots become available for the next election.

5. Online Ballot Delivery Tool

The Online Ballot Delivery Tool is a new feature that will allow UOCAVA electors to "pick-up" their ballot online. The tool will pull the voter's registration information from SVRS, allowing the Online Ballot Delivery system to know what ballot to present the voter, and to track that the voter has "picked-up" their ballot.

Military and registered overseas electors will have the capability to use the Online Ballot Delivery Tool without sending a separate absentee ballot request. They will search for their name and date of birth using the voter look-up tool. Once the elector identifies their information is in the Statewide Voter Registration System (SVRS), they will request and be provided with an online ballot all in the same online session. Military electors who are not in the SVRS will be directed through the online registration tool and will be provided an online ballot after supplying personal information. Overseas electors who are not in the SVRS (not registered) will be directed through the online registration tool but must print, sign, and mail their registration before being provided with an online ballot.

The Online Ballot Delivery Tool will display the voter's ballot, and allow the voter to mark the ballot from their computer screen. The voter will then be able to print the ballot and mail it to their municipal clerk. A foldable, certification envelope will be printed as well, with all the appropriate information pre-filled, including the address where the voter should mail the ballot.

Once the ballot is printed, the System will update the SVRS to show the ballot has been issued and a notification will be sent to the appropriate municipal clerk that an absentee ballot has been printed by an UOCAVA elector. When the local election official receives the voter's ballot, the official will update the record in the SVRS to show that the ballot has been returned. The voter can then use the Online Ballot Tracking Tool to view the status of their ballot. If desired, notifications can also be sent to the elector that their ballot has been received.

6. Email Notifications

Notifications are sent to UOCAVA electors at the email address that is provided during the use of the Online Registration Tool, Online Absentee Ballot Request Tool and/or the Online Ballot Delivery Tool. Notifications to municipal clerks are sent to the email address on file in the SVRS. Sample notifications include:

- UOCAVA electors with current absentee applications will be notified when ballots are available for online delivery.
- Overseas electors with a pending voter registration will be notified when the registration has been processed and when they are able to use the Online Ballot Delivery Tool.
- An elector will be notified when their absentee ballot is received by the municipal clerk.
- Election Officials will be notified when electors access the tools on VPA and update their voter registration, request an absentee ballot, and/or print an absentee ballot.

Since most UOCAVA electors are away from their residence, the traditional notices published in local publications and posted in local facilities do not serve them. Sending an email notification when online ballots are available will provide a useful notice to UOCAVA electors as well as a reminder of an upcoming election.

7. Online Ballot Tracking

Through VPA, military and overseas electors can currently check the status of their absentee ballots. Because the Online Ballot Delivery Tool will be integrated with the SVRS and VPA, all ballots could be tracked using the same application. This provides a higher level of service to our military and overseas electors.

8. Data Collection and Evaluation

The System will include a portal specifically for local election officials with dashboards and other quick statistics and metrics. The portal will also display some statistics online to be viewed publicly, creating transparency during the absentee balloting process.

The dashboard for local election officials provides immediate information on the use of the system, and how their UOCAVA electors are being served. This will help UOCAVA electors during the election cycle as their appropriate municipal clerk has all of the updated information needed to assist them.

After an election is complete, statistics from the SVRS and the tools used through VPA can be evaluated to improve UOCAVA absentee balloting procedures for future elections. The SVRS already maintains information on all UOCAVA electors, including when a ballot was sent and received by the clerk. Ballots requested through the Online Ballot Delivery

Tool will be compared to the delivery and return rates of absentee ballots sent to UOCAVA electors through other methods to determine the effectiveness of the System.

Smartphone Application

mobile version of the website

access a mobile version of the website

After the development of the Online Ballot Delivery Tool, the System will be made available on a ~~Smartphone application~~. The use of wireless technology continues to grow. Providing UOCAVA electors the opportunity to ~~download an application~~ on their Smartphone will assist them in using the System for all elections and in any location. The availability of a Smartphone application will not only make voting more accessible, it will serve as a reminder of election activity and the user will know exactly where to access a ballot for each election on a routine basis.

The absentee ballot must still be printed and mailed to the appropriate clerk so the user's Smartphone must be connected to a printer in order for the UOCAVA elector to complete the absentee voting process.

Security

Security must be at the center of all the services offered to UOVACA electors. Electors must feel confident their personal information is protected. Ballots must be protected against security breaches such as tampering, duplication, interception, or other forms of corruption. The System will contain a robust security architecture to ensure voter confidence and system security.

Overall, the system will be secured using the following high-level components:

- HTTPS / SSL – All websites developed as part of this system will use industry standard internet data security protocols. This will ensure any information provided by the elector as part of the system is secured.
- User ID and Password Authentication – Electors will need to set up their own unique user ID and password to access certain components of the System. Only those users will be able to retrieve their personal information in order to cast their ballot. Voters use their full name and date of birth
- Cyber Threats – Industry standards and best practices will be used to prevent cyber attacks, including but not limited to use of load balancing and virtual IP addresses to prevent denial of service attacks, use of tools such as CAPCHA to prevent bots, and use of appropriate programming standards to prevent SQL injection attacks.
- Data Retention – All data entered by and/or presented to users will be posted and stored on the secure web server and database side of the System. No data will be posted or stored on the client side. No voted ballot information will be stored.
- Record Storage – The System will be housed in the official State of Wisconsin owned and operated Data Center. The Data Center provides industry standard security measures to protect State systems such as voter registration, driver licensing and social service records.

- Ballot Security – The voted ballots that are printed and returned to clerks will be given a unique identifier and a tamper-resistant barcode. ~~The barcodes will not be readable if tampered with or photocopied.~~ The System will alert the municipal clerk if more than one ballot with the same unique identifier is returned.

In addition, the G.A.B. will address the authenticity of the UOCAVA elector and their absentee ballot during the development of the System. The System is designed to eliminate the dependence on the municipal clerk for an electronic ballot. This changes the clerk's direct oversight in issuance of absentee ballots and allows any person identifying as an UOCAVA elector to access an absentee ballot online. The clerk's oversight, however, is built into the System's processes.

The municipal clerk will receive an email notification when a ballot is printed, including the personal information of the UOCAVA elector. The clerk maintains the opportunity to validate the UOCAVA elector, their request and the ballot before the absentee ballot is forwarded to the polling place and counted. As previously stated, the ballot printed from the Online Ballot Delivery Tool will have a unique identifier and tamper resistant barcode to ensure that the ballot has not been duplicated. The elector will also receive a notification when their absentee ballot has been received by the municipal clerk. Since in Wisconsin no absentee ballots are counted until Election Day, this will safeguard the UOCAVA absentee voting process.

Summary

Funding for this application will provide improved services to Wisconsin's UOCAVA electors. By establishing a single location for voters to register, apply for absentee ballots, and print absentee ballots on demand, the System will remove a number of obstacles UOCAVA electors face throughout the voting process. Combining the new Online Ballot Delivery Tool with the Statewide Voter Registration System and email notifications will also benefit Wisconsin's local election officials. They will be able to track UOCAVA electors' ballots more easily and provide a higher level of service.

Using the G.A.B.'s current partnership with the Wisconsin Department of Administration, Division of Enterprise Technology will ensure that the development process is responsive to the needs of voters, local election officials, and the G.A.B. Developing this project in-house means that Wisconsin will own the software and be able to integrate the System with existing applications, and easily maintain and modify it in the future.

3. Schedule and Milestones*

- 1) Initial Phase: August 2011 – October 2011: The initial phase of the project consists of defining the project, planning a detailed timeline, recruiting necessary staff and tools and informing all local election officials. Some initial planning will be accomplished through the grant application process. However, project objectives and timelines may need to be redefined based on the funds available. G.A.B. staff will evaluate new technologies and solutions, obtain software and other supplies, and recruit management, support, and technical staff for the project.
- 2) Analysis Phase: November 2011 – December 2011: The second phase of the grant will define business requirements, security needs, and database structure. It will also model expected usage by UOCAVA voters, ~~voting equipment programmers, ballot printers,~~ and local election officials. During this phase, newly hired staff will work with G.A.B. subject matter experts to document existing features of the SVRS and VPA systems, and extrapolate required features of the upgraded system.
- 3) Design Phase: January 2012 – March 2012: A third phase of the grant will consist of designing new software and updated software code for the SVRS and VPA systems. During this phase, the system architects will create system architecture and data models, design views for software and mobile devices, and design system reports. Also during this phase, staff will begin asking for user input to ensure that new features meet user needs.
- 4) Construction Phase: March 2012 – August 2012: During this phase, technical staff will build the system to match the previously formulated designs. The final product will be tested, and training documents will be prepared. The developed software will be demonstrated to local election officials and electors to further refine its features.
- 5) Implementation Phase: August 2012 – November 2012: After the system is complete, clerk users will be trained on the new features, and the system will be installed in production. Instructions for UOCAVA electors will be posted online. Any changes identified during user acceptance training will be implemented. After September 19, 2012, UOCAVA electors will use the System to register, apply for absentee ballots, and print ballots to be mailed back to their municipal clerk for the November General Election. G.A.B. staff will support clerks and electors with questions on how to use the System, and record any issues for follow up.
- 6) Evaluation and Reports Phase: December 2012 – September 2013: During this phase, surveys of UOCAVA electors and municipal clerks will be conducted to gauge their feedback on the System and its usage. A report covering financial costs, usage statistics, comparison to past elections, and elector and clerk satisfaction will be submitted to the FVAP by April 2013. Issues with the software identified during the November 2012 and April 2013 elections will be corrected and a final update to FVAP will be submitted in September 2013. Project staff will transfer maintenance and support duties to regular G.A.B. Staff.

* The Schedule and Milestones in this application are based on the assumption that the grant will be awarded in August of 2011. A later award date may affect the dates and timelines described in this section.

List of Major Tasks and Approximate Deadlines

Initial Phase

Project Charter	October 3, 2011
Initial Project Plan	October 31, 2011
Staff Hired	October 31, 2011
Staff Workspace and Supplies	October 31, 2011

Analysis Phase

Requirements Document	November 7, 2011
Define Software Architecture	November 14, 2011
Data Diagrams	November 28, 2011
Process Flow and Usage Scenarios	December 12, 2011
Draft List of Issues	December 19, 2011

Design Phase

Design Specification	January 30, 2012
Data Model	February 13, 2012
Object Models	February 27, 2012
Test Plans	March 27, 2012
Mobile Devices Purchased	March 27, 2012
Program and Financial Report 1	April 30, 2012

Construction Phase

Beta Version of Product	July 2, 2012
Testing Results	July 30, 2012
Training Documentation	August 6, 2012

Implementation Phase

Training of Election Officials Complete	September 14, 2012
First Use of System	September 19, 2012
Program and Financial Report 2	September 24, 2012
November Election	November 6, 2012
Data Collection Complete	December 1, 2012

Evaluation and Reports Phase

Survey of Voters and Clerks Complete	February 18, 2013
2013 April Election (Military Voters Only)	April 1, 2013
November 2012 Usage and Data Analysis Report	April 30, 2013
Program and Financial Report 3	April 30, 2013
Updated Issues List	May 6, 2013
Final Software Updates	August 5, 2013
Transition to G.A.B. Staff Support	September 30, 2013
Final Data Report/Program and Financial Report 4	September 30, 2013

4. Reports

This is a list of reports with approximate deadlines based on a six-month reporting period. Reports can be provided on a quarterly basis, if requested. Additional reports can be added if desired.

Program and Financial Report 1
SF-425 Federal Financial Report
Program Report on System Design

April 30, 2012

Program and Financial Report 2
SF-425 Federal Financial Report
Program Report on System Construction and Testing

September 24, 2012

Program and Financial Report 3
November 2012 Election Data Analysis
Number of Participating Jurisdictions and Voters
Comparison of Outcomes, 2010 to 2012
User Satisfaction Data
SF-425 Federal Financial Report
Program Report on System Performance and Issues

April 30, 2013

Program and Financial Report 4
April 2013 Election Data Analysis
SF-425 Federal Financial Report
Addenda to Previous Program Reports
Program Report on System Updates and Maintenance

September 30, 2013

Management Approach

The Wisconsin Government Accountability Board (G.A.B.) is proposing the creation of an online balloting system for UOCAVA electors. The State of Wisconsin's decentralized election administration model can present challenges to UOCAVA electors who may live in municipalities whose clerks have no fax machine or email, and/or very limited and inconsistent office hours.

The G.A.B.'s grant proposal will allow for any UOCAVA elector from Wisconsin to verify registration information or register online, request an absentee ballot, and immediately access their ballot online. UOCAVA electors will now have all of their voting needs available online at their convenience without having to contact their municipal clerk. This provides coverage and assistance to UOCAVA electors in all of 1,850 Wisconsin municipalities, which comprise 1/6 of the local election jurisdictions in the United States.

The System being proposed by the G.A.B. will be integrated with the current Statewide Voter Registration System (SVRS), the Wisconsin Election Data Collection System, and Wisconsin's Voter Public Access (VPA) website. Currently, UOCAVA voters can use VPA for voter look-up and absentee ballot tracking, and online registration will be available by fall 2011. The new system will expand upon these features to provide complete and immediate absentee ballot access to UOCAVA electors. The online balloting system will allow most UOCAVA electors to access their ballot in one session without waiting for an election official to respond to a ballot request.

The System will be developed with the use of a newly hired in-house consultant IT staff made up of a technical team lead, a solutions architect, and a database architect. The consultant IT staff will work under the general oversight of G.A.B.'s current IT Team Lead, David Grassl, as it integrates the System with other election IT applications. The Wisconsin Department of Administration's Division of Enterprise Technology (DET) will be assisting the G.A.B. in the selection of the grant IT staff. Using in-house IT staff and partnering with another state agency will ensure the State owns all proprietary information. The G.A.B. will be left with the license and code for the completed System allowing any updates and improvements to be made without renegotiating contracts.

In addition to IT staff, the G.A.B. will hire four full time employees for the two years and one full time employee for one year of the project's development, implementation, and post-production evaluation and its subsequent revisions. The four full time employees on staff for two years include a project manager, a training coordinator, an administrative assistant, and a financial specialist, all under the supervision of the Elections Division Administrator. A Help Desk staff member will be added for one year to assist in the implementation and evaluation of the online balloting system. Other current G.A.B. staff members, including the Elections Division Administrator, a staff attorney, the Elections Supervisor, election specialists, trainers, and current IT staff, will contribute expertise as needed during the project development, implementation, and evaluation.

The project manager will ensure that technical, training, financial, and support staff are working together to complete system milestones in a timely manner. The project manager will be gathering data and evaluating the workflow and overall strategy during the development of the project. The project manager can then ensure that construction and implementation of the

software proceeds on schedule, and that each of the milestones listed in the Schedules and Milestones section of this application is completed on time. The project manager will also oversee wrap-up of the project, evaluation and final reports, and transition of the System to regular G.A.B. staff.

The financial specialist will ensure that all regular staff working on the grant properly complete federal timesheets and are prorated accordingly. All supplies, reimbursements, information on allowable expenses and auditing reports will be managed by the financial specialist. All of this information will be collected and included in at least four semi-annual financial reports.

The training coordinator will analyze business requirements during the development of the project, then test the software, produce training materials and provide training. The training coordinator and administrative assistant, along with the Help Desk staff, will help train and support users when the System is ready for use. During the evaluation phase, these staff members will administer surveys and gather data to improve the System.

The online balloting system's IT staff will first work closely with ~~voting equipment vendors and~~ county and municipal clerks to construct a Ballot Preparation Tool. This tool will be used by county and municipal clerks to create their ballot style arrangements and then utilized by the Online Ballot Delivery Tool, ~~voting equipment vendors and ballot printers~~. The G.A.B. intends to use standard formats, such as the EML (Election Mark-up Language) format outlined in the Voting Information Project (VIP), when constructing the Ballot Preparation Tool. This may allow voting equipment vendors to import and export candidate, contest, and results data in VIP/EML standard format. Since 31 states currently use the EML data format, many other states could modify the Ballot Preparation Tool to interface with their voting equipment.

The G.A.B. will also be collaborating with municipal and county clerks to gather their input as the System is being developed. As the election administrators of their local election jurisdictions, clerks will receive email notifications from the online balloting system, will track absentee ballots, and will determine the authenticity of UOCAVA electors and their absentee ballots. The municipal and county clerks will also have an opportunity to provide feedback on the System and its usage during testing and then again after its implementation for the 2012 General Election.

The G.A.B. will also be partnering with the Wisconsin Department of Military Affairs to create a focus group of military personnel to test and provide feedback on the online balloting system. The G.A.B. also plans on using the military focus group as a sounding board for the full implementation plan and to gather ideas on the promotion of the online balloting system.

Definition and Formalization of the Applicant's Strategic Goals: The G.A.B.'s goal is to improve the absentee balloting process for UOCAVA electors. The new System has several different components that address every major obstacle to military and overseas voters' experience, making registration, absentee requests, and voting the ballot as seamless and convenient as possible.

The ballot preparation interface will ensure that UOCAVA electors have access to the same ballot that all other voters do. ~~Municipal clerks will have to enter contest and candidate information in only one location, and that information will be used by voting equipment programmers, ballot printers, and the Online Ballot Delivery Tool available to UOCAVA electors. This will eliminate current problems with the sample ballot available on the VPA being sometimes incomplete or incorrect.~~ Municipal clerks can use a portal to verify that the ballots available online are correct and complete.

The current VPA website allows voters to see if they are registered and to verify that their address and personal information is correct. Online registration will allow Military voters to instantly update this information, although overseas electors must mail in a paper form to register.

A new Online Absentee Ballot Request Tool will ensure that absentee ballot requests are immediately entered into the SVRS, allowing voters to apply online at any time and eliminating the delay of applying by mail or the necessity of contacting their local clerk to apply by fax or email. Having the ballot available online for immediate printing ensures that every UOCAVA elector receives their ballot with enough time to return it and have it counted.

The proposed online balloting system also assists local election officials who do not have the needed technology to electronically transmit a ballot by allowing them to direct electors to the Online Ballot Delivery Tool. These smaller municipalities do not have the financial means to pay full time staff or provide the needed technical equipment required to transmit ballots electronically.

An additional strategic goal is to save costs by building a system with in-house staff without the use of an outside vendor. The use of in-house staff will allow the System to be integrated with current technology without concerns about proprietary information. The in-house staff will also be able to make changes and updates as discovered through the evaluation phase without having to worry about what has been established by a vendor contract. The use of in-house staff will also ease the eventual transition from project staff to regular staff who will maintain the System indefinitely.

Analysis and Measurement of Current Processes: Currently, UOCAVA electors can view a sample ballot online through the VPA website, but they cannot print that sample ballot and return it. The sample ballot allows UOCAVA electors to fill out a State or Federal Write-In Absentee Ballot with correct candidate information. The sample ballot is dependent, however, on the municipal clerk's use of the SVRS, the data entered there, and the timeliness of the data entry. Some municipal clerks are responsible for posting their own contest and candidate information to SVRS, while other municipalities rely on the county clerk for that service. This means that all ballot data may not be consistently entered in the SVRS and thus not displayed on VPA. Voting equipment vendors and ballot printers use a separate template or system for gathering ballot programming and printing information. Municipal and county clerks must enter contest and candidate information into at least two locations separately, meaning the printed ballot and sample ballot on VPA may not match.

The current process used for UOCAVA electors to obtain an absentee ballot in the State of Wisconsin begins with verification of registration or voter information. Military electors are not required to register but their absentee ballot request must provide personal information that will allow the elector to be identified. Overseas electors must be registered in order to obtain an absentee ballot. If the overseas elector is registered the absentee ballot request can be honored immediately, but those who are not registered must submit a registration form before their absentee ballot request can be honored. The Federal Postcard Application works as both a registration form and an absentee ballot request.

Once a valid absentee ballot request is received, the municipal clerk must transmit an absentee ballot to the UOCAVA elector within 24 hours of receiving that request. If the UOCAVA elector requests the absentee ballot be mailed, the municipal clerk mails the ballot, certificate envelope and instructions to the elector. If the UOCAVA elector requests the ballot be emailed or faxed to them, the municipal clerk must comply. The municipal clerk must initial a ballot and then fax or email the ballot, the certificate envelope, and instructions to the elector. If the municipal clerk does not have the technology or equipment to fax or email a ballot, they are required to work with a neighboring municipality or county which has the appropriate equipment.

The municipal clerk then tracks the transmission of the absentee ballot in the SVRS. The VPA site makes the ballot information from SVRS available online for all UOCAVA electors to track the status of their ballot. Not all municipal clerks use the SVRS, so some clerks have another municipal or county clerk track this information on their behalf. This results in information entered through a secondary source. The system also defaults to the date the information is being entered, resulting in some inaccurate statistics.

The absentee ballot may be transmitted electronically but it must be returned by U.S. Postal Mail or a private delivery company. The absentee ballot must be accompanied by a completed certification envelope and contain the signature of the elector and a U.S. citizen witness. When the absentee ballot is returned the municipal clerk must then update the UOCAVA elector's absentee ballot information in the SVRS to reflect the receipt of that ballot.

The G.A.B. does not have accurate quantitative statistics on the time between the date an absentee ballot request was received and the date the ballot was transmitted. However, based on discussions with municipal clerks, it is apparent that the absentee ballot is not consistently sent within the 24 hours required by law. The municipal clerks without fax or scanning equipment may take several days to transmit the ballot because of their office schedules and the availability of another office's equipment used to transmit the absentee ballot.

In the 2010 General Election, 64% of the absentee ballots sent to UOCAVA electors were not returned by the elector. This data indicates that UOCAVA electors are not updating their information, are not receiving their absentee ballots or are failing to return the ballot. The G.A.B. anticipates that number of unreturned ballots will decrease as a result of the online balloting system because UOCAVA electors will have a convenient platform to verify mailing information, and instantly print a ballot instead of waiting for their clerk to respond to their request. This will also save transit time because mail delivery of ballots sent to foreign countries

and military posts can be inconsistent and slow. Once in a foreign country's mail system, the U.S. has no authority or control over the handling of that absentee ballot.

UOCAVA electors who request to have an absentee ballot transmitted electronically can have the ballot emailed or faxed to them. This eliminates the transit time of mailing a ballot, but the amount of time between when the request is made and when the ballot is sent can vary. If a military elector only has a day or two at one post before moving to another location without internet access, the emailed or faxed ballot may not be received in time. In the 2010 General Election only 34% of absentee ballots emailed to military electors were returned and 38% of absentee ballots emailed to overseas electors were returned. This compares to a return rate of 67% for non-UOCAVA electors.

Identification of each Process and the Elements that are Related to the Processes: The System will first require municipal and county clerks to enter their ballot information into the Ballot Preparation Tool. This tool would be used to upload data into SVRS for sample ballot display on VPA and use in the Online Ballot Delivery Tool. The Ballot Preparation Tool will also be used by voting equipment programmers and printers to ensure the same ballot is available in all locations.

The online ballot will be available at the same time as paper ballots, at least 45 days before federal elections. All UOCAVA electors with an email address on file could receive a notification when absentee ballots are available. The UOCAVA elector will have the option to download a ~~Smartphone Application or~~ visit the ~~VPA~~ website to begin the process of retrieving an absentee ballot online. The UOCAVA elector will still have the option to receive a ballot by mail or fax (if the internet is not available to the elector) but all email requests will be directed to the Online Ballot Delivery Tool.

Through the Smartphone Application or VPA, the UOCAVA elector will identify as a military or overseas elector. Once the elector has verified their UOCAVA status, they will enter their name and date of birth and VPA will search the SVRS for their information. If the elector's information is in the SVRS, they will be asked to select their name from the matches found. If the elector's information is correct, they will be able to complete an absentee application and then, if ballots are available, directed to a ballot based on their address.

If UOCAVA electors find their information is incomplete, out of date or do not find their information when searching on the VPA site, they will be directed to the Online Registration Tool. Military electors' information will be entered automatically or updated in the SVRS since they are not required to register. Overseas electors who need to register will be directed to print, sign, and mail a registration form, and an optional absentee application form, to the appropriate clerk. The clerk's information, an origami envelope, and instructions will print with the registration and absentee application form.

Overseas electors who are already registered or military electors who complete the online registration process can immediately request an absentee ballot online. Electors can use this feature to apply for an absentee ballots months in advance of an election if desired. They can request a ballot to be delivered by mail or fax, or to receive email notification when online

ballots are available. Overseas electors who must mail in a registration form will also receive an email notification when their registration has been processed and they are able to use the Online Ballot Delivery Tool.

The voter must provide their own envelope to mail their ballot.

Once directed to the Online Ballot Delivery Tool, the elector will be directed to mark, print, and mail the ballot to the appropriate clerk. Instructions, a certification, and ~~an origami envelope~~ with the appropriate clerk's address and contact information will print with the ballot. Both the envelope and the ballot will print with a unique identifier ~~and a tamper-resistant bar code~~. ~~Barcodes will not be readable if tampered with or photocopied~~. The System will alert the municipal clerk if more than one ballot with the same unique identifier is returned.

When the online ballot is printed by the UOCAVA elector, the SVRS will record that an absentee ballot was "sent" to that UOCAVA elector and an email will be sent to the appropriate municipal clerk informing them that an absentee ballot was printed and for which elector. The email notification allows the municipal clerk an opportunity to confirm the UOCAVA elector's status before the ballot is counted. The clerk will update the SVRS when the absentee ballot is received. The updated information in SVRS will display on VPA for the UOCAVA elector to check the status of their ballot.

The System will also be integrated with the Wisconsin Election Data Collection System (WEDCS). UOCAVA absentee ballot data from the online balloting system will be uploaded into the WEDCS and combined with other absentee data collected. The data will then be displayed online for public access and transparency.

Identification of Potentials Risks and Mitigating Strategies:

- Not Completing Project on Time – The schedule and timeline is structured to allow ample time for project completion. The project has been thoroughly planned but has the flexibility to pull the resources of regular staff if needed.
- Lack of Cooperation from Voting Equipment Vendors – The grant team would provide financial incentives to the vendors for exploring a uniform ballot preparation template.
- Legislative Hurdles – This project may require some clarifying statutes or rules before its full implementation.
- Local Election Official Non-Compliance – Grant staff will follow up with non compliant clerks to ensure proper usage.
- Non-UOCAVA Electors Attempting to Use the System – The municipal clerk will receive an emailed absentee ballot request when the absentee ballot is printed. If the clerk has reliable information that the voter is falsifying a UOCAVA status the ballot can be challenged at the polling place.
- Duplication of Ballot – A unique identifier will be printed on the ballot so the System will alert the clerk if more than one ballot with that unique identifier is returned.

Formalization of Performance Indicators for each Process: The Ballot Preparation Tool's performance will be measured by the creation of an instrument that can be used by the SVRS, voting equipment programmers, and ballot printers. The second performance indicator will be the usage of the Ballot Preparation Tool to create all ballots for Wisconsin's 1,850 municipalities. The number of ballots styles will vary upon election. The 2012 General Election will provide the first opportunity to use the Ballot Preparation Tool. The April 2013 Spring Election, however, will present a greater challenge because the ballots will contain a wider variety of contests and candidates for municipal, county, and school district offices. The number of municipalities and counties that use the System for the November 2012 and Spring 2013 elections will be tracked to ensure compliance. A list of issues regarding ballot programming, printing, and online display will be maintained for future action.

Performance of the Online Registration and Online Absentee Ballot Request Tools will be measured by the number of voters using these applications and their reported satisfaction with those procedures. Clerk surveys will also identify issues with these features.

The Online Ballot Delivery Tool's performance will be measured within the 2012 General Election Cycle, by comparing return rates of voters who received their ballots via mail or fax with return rates for voters who used the Online Ballot Delivery Tool. These statistics will be compared to data on returned email and faxed ballots from the 2008 and 2010 General Elections.

One of the goals of the System is to reduce the failure rate of UOCAVA electors returning absentee ballots. Quality of performance will be also indicated by how many UOCAVA electors use the Online Ballot Delivery Tool. The performance will also be evaluated by a survey sent to the users of the System ~~after the 2012 General Election~~. The survey will assist in making improvements to the system itself and its performance. The system's use throughout future election cycles will be tracked.

The success of the data collection and evaluation portal will be measured by how well it integrates with the WEDCS and its automatic uploading to the internet. Its integration with WEDCS will provide instant statistics to municipal clerks and G.A.B. on UOCAVA electors, create one location for all election data to be stored and provide more accurate statistics on UOCAVA electors. This feature will also be evaluated by how easy it is for staff to compile UOCAVA voting statistics for the FVAP Grant reports. The ultimate performance measure for the data collection and evaluation portal will be how well it identifies areas for improving services to UOCAVA electors.

Justification of the Modification to the Existing Processes: UOCAVA electors face increased burdens at every phase of the election and absentee voting process. Wisconsin's elections are administered at the municipal level and this decentralized model may create an additional burden for those UOCAVA electors who reside in smaller jurisdictions. Out of Wisconsin's 1,850 municipalities, over 1,600 have a population of fewer than 5,000. Sixty percent of Wisconsin's municipal clerks are part-time employees, and fifty-four percent have an additional full-time job. Some municipalities do not have internet access or a scanner or fax machine, creating difficulties when transmitting absentee ballots electronically. The lack of consistent availability of some

local election officials and technology may, at times, delay the transmission of absentee ballots to electors. This delay is especially burdensome for UOCAVA electors and can contribute to the failure rates for UOCAVA electors in various stages of the absentee voting process.

The creation of the Online Ballot Delivery Tool, the Ballot Preparation Tool and the Data Collection and Evaluation portal, and their integration with existing election applications will help overcome most of the systemic burdens UOCAVA electors encounter during the absentee voting process. Allowing military electors and registered overseas electors to immediately access their ballot will eliminate the additional burdens for UOCAVA electors caused by the inconsistency in local election officials' availability and lack of technology. The Data Collection and Evaluation portal will allow the G.A.B. to collect more accurate and complete statistics which can be used to create policies, procedures, and online applications to better assist UOCAVA electors.

Projections of the Effectiveness of Modifications: The G.A.B. projects that the modifications proposed in this grant application will decrease the number of absentee ballots that do not reach UOCAVA electors. In contrast to the time that may lapse if a UOCAVA elector must wait on the response of a part time local election official without the needed technology, the System will effectively transmit a ballot at the exact time the elector is ready to mark and return it.

The G.A.B. also projects the System will decrease the number of absentee ballots that fail to be returned. By creating a comprehensive process that allows the elector to register, request, receive, mark and print an absentee ballot at one time and at their convenience, UOCAVA electors will be more likely to complete the final step of the absentee voting process by mailing their voted ballots.

The Online Registration Tool will also improve the data of UOCAVA electors in the SVRS because they will be entering their own information. The voter record for a military elector will be created immediately in the SVRS, while an overseas elector's data will be stored until a clerk receives the physical form and confirms the registration.

The Ballot Preparation Tool will guarantee accurate ballots whether they are at the polling place, printed from online, or viewed as a sample ballot. This will effectively create an official online ballot as well as assist in gaining the support of local election officials since they will only need to enter data in one location.

Measurements of Performance: The G.A.B. will administer feedback sessions with members of the military as well as municipal and county clerks to measure the performance and usability of the System outlined in this grant proposal. A survey will also be sent to the users of the Online Ballot Delivery Tool ~~following the 2012 General Election~~ to gather input. The responses to surveys and feedback sessions will be used in the evaluation phase of the grant schedule and improvements and updates will be made based upon this input. Measures of performance will also include data comparisons between the 2008 and 2010 General Elections and the 2012 General Elections as stated above.

1. Current and Pending Project Proposal Submissions

The G.A.B. does not have any ongoing projects or proposals related to Electronic Absentee Systems for Elections Grants program.

2. Qualifications

Key personnel related to the award of this grant and its implementation:

Kevin J. Kennedy: Mr. Kennedy, Wisconsin's chief election official, will act as the Executive Sponsor of this grant. In his role as Director and General Counsel of the Government Accountability Board, Mr. Kennedy is responsible for all projects and policies and their funding.

Mr. Kennedy was the director of the State Elections Board since August of 1983 and was appointed to the position of Director and General Counsel of the Government Accountability Board upon its creation in November 2007. He has over 30 years of experience in election administration and has served on numerous state and national election-related organizations.

Nathaniel E. Robinson: Mr. Robinson will lead the online balloting system as the project director and oversee its daily operations. As the Elections Division Administrator, he manages all programs and policies related to elections and their implementation in Wisconsin.

Mr. Robinson became the Division Administrator of the Elections Division of the Government Accountability Board in January 2008. Under his supervision, the Elections Division has already overseen the successful completion of a \$2 million federal data grant and its implementation in Wisconsin. He has a social science background, which includes conducting research; evaluating processes and impacts, developing programs, and designing and implementing evaluation models and project assessment tools. Mr. Robinson has also developed Requests for Proposals (RFPs) and selection criteria; selected vendors; and administered numerous multi-million dollar initiatives with funds received from Federal agencies, the Wisconsin Legislature and the private sector. Mr. Robinson is already involved in this project to a significant degree and will continue throughout its duration.

David Grassl: Mr. Grassl will be the principal advisor for the grant project's IT team and will lead the initial phase of the grant. He will oversee the hiring of new IT staff, and will lead the transfer of knowledge as G.A.B. regular staff assumes the management of the online balloting system after the completion of the grant period.

Mr. Grassl has 10+ years' experience leading technology projects delivering state of the art solutions to solve business issues. He has a results oriented work ethic with a record of success bringing best practices in areas of Project Management, Solution Architecture, Infrastructure Management (ITIL), and Software Development Principles.

He has experience in: Public Sector (Election Systems). Microsoft Technologies (.Net, xRM, SharePoint, Windows Operating System, SQL Server Technologies SSRS/SSAS/ETL/Performance Tuning), Design Patterns (MVC/MVP/MVVM), Agile SDLC Management, PMI Methodology, Team Management, Developing Statements of Work (SOW), Infrastructure Management (ITIL), Identity Management, and System Security.

Mr. Grassl has partnered with the Government Accountability Board (G.A.B.) to assist in the development and implementation of the Wisconsin Election Data Collection System (WEDCS), the Canvass Reporting System (CRS), and the GIS Design for Redistricting functionality in the State Voter Registration System.

Consultants: Three IT consultants will be hired to develop the System after the grant is awarded. They will be recruited and selected based on the qualifications and standards listed in the Budget Proposal section along with additional selection criteria.

Kevin J. Kennedy
Abridged Curriculum Vitae

Educational Background

Certified Elections and Registration Administrator (CERA), Auburn University, 2003
Recertified, 2006. Eligible for Recertification 2009

University of Wisconsin-Madison, Law School, J.D. December 1976

University of Wisconsin-Madison, College of Letters and Science, B.A., Honors Candidate in Mathematics and Communication Arts, May 1974

Professional Qualifications

Admitted to State Bar of Wisconsin, December 27, 1976

Admitted to practice in the Eastern and Western Districts, Wisconsin Federal District Court

Admitted to practice in the Seventh Circuit, United States Court of Appeals

Work Experience

**Director and General Counsel, Wisconsin Government Accountability Board
November, 2007 to Present**

Provide agency leadership on behalf of the Board. Direct the establishment of a new state agency responsible for accountability in government. Administer and enforce state laws relating to elections, campaign finance, ethics and lobbying.

Responsible for all administrative duties including implementing Board policy, preparation of formal opinions, budget development, legislative activity including administrative rules, staff supervision and development. Carry out delegated decision making authority with respect to litigation and review of decisions of local election officials.

Serve as chief state election official. Responsible for overseeing the collection and analysis of election, campaign and lobbying data and preparation of special reports. Developed comprehensive training programs for state and local election officials.

Responsible for identification of problems which may require investigation or interpretation. Taught numerous CLE courses related to election, campaign, lobbying and ethics laws.

Responsible for securing passage of critical legislative initiatives to improve the administration and enforcement of election laws. Provided advice and direction to legislators on the development of legislation relating to the administration and enforcement of election, campaign and lobby laws.

Executive Director, Wisconsin State Elections Board, August 1983 to November 2007

Provide agency leadership on behalf of the Board. Responsible for all administrative duties including implementing Board policy, preparation of formal opinions, budget development, legislative activity including administrative rules, staff supervision and development. Carry out delegated decision making authority with respect to litigation and review of decisions of local election officials.

Responsible for identification of problems which may require investigation or interpretation. Directed the investigation of several complex campaign finance enforcement matters including 1997 Supreme Court contest. Served as an expert witness in several criminal campaign finance prosecutions including cases arising from the “caucus scandal”. Taught numerous CLE courses related to campaign and election laws.

Serve as chief state election official since August 1983. Responsible for directing the implementation of federal mandates under Help America Vote Act of 2002 (HAVA). Initiated efforts that ensured full accessibility of state polling places including the use of HAVA compliant voting systems. Developed comprehensive voting system testing and security procedures to assure the transparency and integrity of the election process.

Responsible for overseeing the collection and analysis of campaign and election data and preparation of special reports. Developed comprehensive training programs for local election officials, including certification programs for chief election inspectors, municipal clerks and writing script for video on campaign finance compliance.

Responsible for securing passage of critical legislative initiatives to improve the administration and enforcement of campaign and election laws. Provided advice and direction to legislators on the development of legislation relating to the administration and enforcement of campaign and election laws. Served on Legislative Council Study Committees in 1997-1998 and 2004-2005 that led to passage of significant legislative changes in the area of election administration. Consulted with Legislative Council Study Committee and Gubernatorial Blue Ribbon Commission on campaign finance reform.

Worked with Congressional staff in the drafting of the National Voter Registration Act of 1993 (NVRA) and HAVA to minimize administrative burden on Wisconsin election officials while reducing barriers to voter participation.

Acting Executive Secretary, Wisconsin State Elections Board, December 1982 to July 1983

Assumed agency administrative responsibilities while maintaining Legal Counsel position as a result of Board disciplinary action leading to suspension and eventual resignation of Executive Secretary effective April 30, 1983.

Legal Counsel, Wisconsin State Elections Board, April 1979 to July 1983

Provide legal advice to Board and staff. Represent agency in enforcement actions in circuit court. Served as appointed special counsel in three cases argued in State Supreme Court and Court of Appeals. Responsible for monitoring legislative activity and sheparding key legislative initiatives through Legislature, drafting formal opinions, administrative rules and memoranda for consideration by Board members. Provide all campaign finance training for candidates and political committees. Assist Executive Secretary with training local election officials.

Associate, Cyrak Law Offices S.C., Madison and Waterloo, Wisconsin, June 1977 to March 1979

Appeared in Dane, Dodge, Jefferson and Rock County circuit courts. Handled criminal and traffic defense cases including trials. Responsible for preparing incorporation documents for a number of small commercial and real estate businesses. Prepared legal documents for several real estate development plats in Madison, Middleton and Sun Prairie. Resolved a number of outstanding probate matters.

Assistant District Attorney, Washington County, Wisconsin, January to May 1977

Responsible for all juvenile matters. Split traffic, misdemeanor and some felony cases with DA. Prepared criminal complaints, motions, and briefs including an appellate brief on behalf of Department of Justice. Daily court appearances including traffic and misdemeanor trials to the court and jury. Worked with local law enforcement, schools and corporation counsel on juvenile and criminal issues.

Professional Organizations

Member, National Association of State Election Directors (NASED), 1990 to present

NASED is the membership organization of the election directors in the 50 states, the District of Columbia and the 4 U.S. Territories.

Immediate Past President. Member of Executive Committee 1998, 2000 – present.

Wisconsin State Representative – Standards Board, United States Election Assistance Commission

The Standards Board is an advisory body to the U.S. EAC established by HAVA consisting of one state and one local representative from each of the 50 states, the District of Columbia and the 4 U.S. Territories.

Selected as initial Chair of the Bylaws Committee, 2004. Continue to serve on Bylaws Committee.

Election Center, 1988 to present

The Election Center is a nonprofit organization dedicated to training and educational opportunities for state and local election officials.

Co-Chair of the National Task Force on Election Reform responsible for the preparation of two comprehensive reports on election reform in 2001 and 2005. Member, Professional Education Program Committee.

Completed professional certification program (2003) and recertification program (2006) - Certified Elections and Registration Administrator (CERA).

Federal Election Commission (FEC)

Member of the National Advisory Panel of State and Local Election Officials. Served on an advisory panel for the FEC Ballot Access publications. Organized FEC/Wisconsin Campaign Finance Seminar, October, 1987.

Member, Council on Governmental Ethics Laws (COGEL), 1986 to present

COGEL is the preeminent international organization of government ethics administrators.

Served on Steering Committee 1991 to 1994. Served on Awards, Bylaws, Global Affairs, Nominations and Program Committees. Worked on the initial COGEL Model Law Project and drafted the public financing provisions of the model campaign finance law. Organized, moderated and presented a number of panels for annual conferences in 1988 - 1990, 1992 - 1997, 1999 - 2000, 2002, 2004 - 2007.

State Bar of Wisconsin, 1976 to present

Served on Legal Assistance Committee, Special Legislative Advocacy Committee and consultant to Committee to Assure Judicial Independence. Presented at several State Bar organized CLE programs including annual convention.

Dane County Bar Association, 1977 to present

Served on Executive Committee and Committee on Delivery of Legal Services including two terms as Delivery of Legal Services Committee Chair.

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NATHANIEL E. ROBINSON

Wisconsin Government Accountability Board
Administrator, Elections Division

(Abridged Vitae Prepared for the U. S. Elections Assistance Commission's
Data Collection Grant Application Program)

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PROGRAM/PROJECT MANAGEMENT AND GRANTS ADMINISTRATION EXPERIENCE

Appointed to the state's most senior executive-level positions by six different Wisconsin Governors.
Served as agency secretary, deputy agency secretary, divisional administrator and executive assistant.

1. **Governor's Office of Justice Assistance**
Director of Research and Program Evaluation
Executive Assistant to the Secretary
Chief Administrative and Operations Officer
Deputy Secretary
Secretary

Designated by the Governor for the administration of public safety funds received from the U. S. Department of Justice, the Office of Justice Assistance (OJA) provides direct assistance to local governmental units, state agencies and private, non-profit organizations, to improve the juvenile and criminal justice systems and crime prevention efforts in Wisconsin. OJA is responsible for advising the Governor and the Legislature on all major public safety, crime and violence prevention strategies and initiatives.

Summary of Key Duties Performed while Serving in the above-referenced Positions:

- Managed multi-million dollar formula and block grant Federal grant funds received from the U. S. Department of Justice.
- Managed and administered agency's internal and external multi-million (\$30 million) dollar contract evaluation programs.
- Managed the development of Requests for Proposals (RFPs) and selection criteria for assessing responses and contract language.
- Managed grant application reviews/assessment processes and evaluation methodology.
- Conducted research, process and impact program and project evaluations and studies.
- Determine course and direction of the agency. Hired, counselled and supervised staff.
- Determined biennial budget decisions and formulated and monitored budgets.
- Set, implemented and monitored agency policies and procedures.

- Ensured effective staffing of Governor's Criminal and Juvenile Justice Policy Boards.
- Reported to the Governor and Legislature on initiatives for making Wisconsin a safer state to live, work, play, do business and go to school; thereby, improving residents' quality of life.

2. Governor's Legislative, Policy and Budget Development Agency

Wisconsin Department of Administration

Division Administrator

Special Assistant to the Secretary

Similar to the role of the Office of Management and Budget, the Wisconsin Department of Administration (DOA) provides Wisconsin's Governor with fiscal management and policy alternatives required for the preparation of the state's biennial budgets. The Department also coordinates statewide operations for data processing, housing, telecommunication, energy and coastal management. DOA is responsible for a wide range of support services to other state agencies. It operates and maintains the state's buildings, including the Capitol. The Department maintains a federal-state relations office in Washington, DC to promote federal-state cooperation.

Division Administrator and Special Assistant's Core Duties

- Responsible for the management and development, direction, implementation, and evaluation of all divisional programs (Energy policy development; census data and population estimates and state demographics on which payments to municipal services are made; municipal annexations; coastal zone grants, and intergovernmental relations, Land Information Services, and Federal-State initiatives).
- Advised Governor, Department Secretary and Legislature on assigned policies and program issues.
- Provided consultation and liaison relating to broad governmental issues and programming that affected the State of Wisconsin and its residents.
- Served as Secretary's representative to the Legislature.
- Led the design of a new tuition grant program that awarded grants to the Wisconsin Technical College System.
- Represented the Secretary in negotiations with the Department of Revenue.
- Developed and gained Legislative approval of nine annual Governor's multi-million dollar spending plans (cumulatively, over \$50 million dollars, over 9 years) for special funds to improved statewide energy efficiency initiatives. Special Federal funds received from the U.S. Department of Energy.
- Improved the State's Commercial Uniform Dwelling Energy Codes by launching a statewide energy rating system for homes, schools and local public buildings, and reported to the Legislature.
- Created, developed and implemented a unique public/private multi-million dollar energy-saving partnership with one of the State's largest energy utilities, the *Wisconsin Focus on Energy* Promotional/Marketing Campaign. This collaboration parlayed into a major legislative/policy decision, a \$100 million Public Energy Efficiency Benefits Program.
- Prepared the State for maximizing the 2000 Census-taking process by gaining Legislative approval of \$1 million dollars for improving local and State census-taking capacity.
- Administered formula grant funds (multi-million dollars) received from the U.S. Department of Energy.
- Managed the process for developing and implementing a strategic plan of action for securing more Federal dollars; converted internal processing systems to electronic formats and platforms; thereby, improving efficiency and effectiveness.

3. **Wisconsin Technical College System Board**

Executive Assistant to the President
Senior Advisor to the President

The Wisconsin Technical College System (WTCS) Board (like a Board of Regents for a University System, the first of its kind in the nation), is the coordinating agency for the state's sixteen technical colleges that comprise the Wisconsin Technical College System. The board, appointed by the Governor and confirmed by the Legislature, establishes statewide policies and standards for district operations.

Executive Assistant and Senior Advisor's Core Duties

- Served as Executive Assistant and Senior Advisor to the WTCS President.
- Provided executive-level policy advice, assistance and counsel to the President on complex, sensitive and priority managerial, administrative, program, and policy and legislative areas, and strategic planning.
- Provided effective policy advice, assistance on global economic opportunities for the WTCS.
- Exercised and provided leadership on behalf of the President to ensure the development, coordination and implementation of systemwide economic and international policies, programs, partnerships and related initiatives.
- Made recommendations for System budgetary policy initiatives.
- Represented the System's position and programs on global economic initiatives to the legislature, state agencies, national and international organizations and government agencies.
- Managed and administered WTCS' International strategic partnership and global economic development portfolio.
- Represented WTCS' interests on international economic opportunities to district colleges, state agencies, commissions, councils, boards, committees and in international contractual partnerships.
- Served as special liaison to private industry, industry organizations, councils, labour unions, Tribal governments and universities, colleges, agencies and educational organizations.
- Represented WTCS' Budget, Legislative and Policy Positions to the Wisconsin Department of Administration (DOA), Governor's Office, Wisconsin Legislature, and the general public.
- Represented President to American Association of Community Colleges.
- President's liaison to DOA regarding the WTCS' multi-million dollar (\$20 million dollars) Capacity Building Grant Program.

4. **Wisconsin Government Accountability Board**

Division Administrator, Elections Administration

Wisconsin has a long history of ensuring uniform best election administration practices among its decentralized 1923 county and municipal clerks who conduct elections at the municipal level. The State's Elections Board was created in July 1974. However, in January 2007, the Wisconsin Legislature and Governor combined the former State's Elections Board and the State's Ethics Board into a new agency and named it the Wisconsin Government Accountability Board (Board).

On August 23, 2007, a six-judge panel was installed as the new Board. On January 10, 2008, all operations of the two former boards were effectively merged. As required by statute, the new Board's operations are organized into two divisions – the Elections Division, and the Ethics and Accountability Division. The Elections Division assumed all the statutory mission, functions and duties of the former State Elections Board. The Elections Division is responsible for the administration of elections laws (Chapter 5-10, 12, Wis.Stats.). Both Division Administrators are

appointed by the board's Director and General Counsel and confirmed by the six-member panel of judges that comprise the Government Accountability Board.

Elections Division Administrator's Core Duties

- Principal advisor to the board's Director and General Counsel and the six-judge board on all matters pertaining to elections administration in Wisconsin.
- Exercise managerial and administrative oversight of all functions of the Elections Division including elections administration, SVRS, training and technical assistance, supervision of staff; policy development; legislative initiatives, analyses, and contacts; media and public relations; budgeting/accounting/audit functions; program development, monitoring and evaluation, etc.
- Manage and responsible for administering the Help America Vote Act (HAVA) and its various sections (Sections 101, 102, 251, 261) totalling \$51 million dollars.
- Manage Wisconsin's state matching share of the HAVA grant monies (\$2.2 million).
- Negotiate contracts with vendors and subcontractors for assistance in addressing and implementing components of the HAVA Act.
- Represent the Division and Board's policies to customers/constituents/stakeholders (clerks, local officials, city councils, county boards, clerks professional organization, League of Women Voters, and other such interested groups), Governor's Office, other State agencies, Wisconsin Legislature, the media (editorial boards), special interests groups, and general public.
- Ensure information and training and technical assistance resources are provided to our customers/constituents/stakeholders in an effective and efficient manner.

HONORS/AWARDS/SPECIAL RECOGNITION

- Numerous Gubernatorial and executive-level appointments and Commendations
- Appointments from two U. S. Presidents on Federal Advisory Committees (FACAs)
- Special honors/commendation from statewide, regional, national and international agencies

BOARDS/COUNCILS/COMMITTEES/COMMISSIONS' EXPERIENCE

- U. S. Department of Commerce, National Sea Grant Program Review Panel (Presidential)
- U. S. Department of Energy, Secretary's Executive Energy Advisory Board (Presidential)
- U. S. Department of Justice, National Crime Prevention Council Board of Directors (US Attorney General)
- Former Great Lakes Commission, Immediate Past Chairman of the Board (Gubernatorial)
- University of Wisconsin Sea Grant Advisory Council (University of Wisconsin Chancellor)
- University of Wisconsin's Institute for Environmental Studies' Board of Visitors, Foundering Member (University of Wisconsin Chancellor)

EDUCATION/TRAINING/CONTINUING PROFESSIONAL DEVELOPMENT

Undergraduate studies in psychology
Graduate studies in clinical psychology

Completed numerous continuous professional development and training opportunities

University of Michigan

University of Wisconsin-Madison

(Finished all Ph.D. requirements except dissertation)

U. S. ARMED SERVICE EXPERIENCE

Served in the U. S. Military

Former US Marine

Honorably Discharged

DAVID GRASSL

6232 Canyon Pkwy McFarland, WI 53558 (608) 579-1233 david@grasslfamily.org

SOLUTION ARCHITECT

Application Architecture / Strategic & Tactical Planning / Development & Deployment Performance Metrics / Project Management / PACS / RIS / Process Improvement / Team Building

Results-driven technology leader with history of providing revenue-driven solutions across Fortune-level and smaller organizations. Business partner and strategist with demonstrated proficiency in project management, technical architecture and team leadership. Demonstrated record of ensuring applications and infrastructure minimized costs and add value across the organization. Respected builder of highly successful technology teams within a culture that engenders motivated and productive professionals.

- **Transformed technology department to reduce application delivery time by 30% at WI Department of Administration.**
- **Modernized and consolidated technology environment to reduce overall IT budget by 25% at Roehl.**
- **Standardized proposal process, leading to five large contracts including a Fortune 500 win at Skyline.**

Technical Capabilities: MS Dynamics xRM, .Net, VBA Development, Business Process Analysis/Design, iSeries, Windows OS, Sharepoint/TFS Administration, Operations Research Development, SQL Server, DB2, Oracle DBA; GIS Development, Project Management, Exchange/Video Conferencing, Agile Software Methodology.

Key Skills: Public Sector, E-business solutions. CRM. Manpower development. MSF / MOF / ITIL. Change leadership. Grasp technical matters quickly. Shirt-sleeve work ethic. Analyze situations rapidly. Ability to get things done quickly. Bring order out of chaos. In-depth technical knowledge.

MBA, University of Wisconsin (Oshkosh). **BBA,** Systems Analysis & Design, University of Wisconsin (Madison).

Selected Accomplishments

Transformed technology department to reduce application delivery time by 30% at WI DOA. By using .Net Design Patterns, MS Dynamics xRM, SQL Server BI Tools, and SharePoint technology the team was able to focus on gathering core business requirements and translated those requirements into solutions for the department. This was done in an agile environment which allowed the team to react quickly to changes in requirements and deliver confidence to the users we served. The result of this was a significant reduction in time to develop and delivered quality solutions.

Modernized and consolidated technology environment to reduce overall IT budget by 25% at Roehl. Recruited to reengineer technology department to be a strategic advantage for organization. Hired top talent to build Application Development, Data Management and Network Services team. Implemented methods for project management, software development, help desk and network management. Reduced budget and improved productivity. Strengthened vendor relationships to leverage product features and positioned company as premier technology-driven business. Significantly cut vendor support costs.

Standardized proposal process, leading to five large contracts including a Fortune 500 win at Skyline. To better compete, company required proposal process on how technology can

improve business results. Developed a project charter/proposal template that standardized bid process across entire organization.

Career History

Solution Architect, EAI Business Solutions, LLC, 2011 to present. Solution Architect in charge of delivering a PACS and Dictation solution for Radiology practice. Managing all technology needs of the organization, which includes developing RFPs for data center support, vendor relationship management, and customer workflow integration design/implementation. Also developed dictation add-on tools to improve the turnaround time of studies for the practice. This was done by standard report structure and drop down menu selection.

Section Chief, WI DOA, 2008 to 2011, Lead Business Applications section staff of twenty. Section projects consisted of migrating old systems to new technology. Did this using MS Dynamics xRM, .Net Design Patterns, and GIS features in SQL Server 2008 R2. My role involved developing statements of work for other state agencies to outline resources, milestones, training, and delivery of new state election systems, state budget system, and stimulus recovery act reporting system.

Director of Technology, Roehl Transport Inc., 2001 to 2008. Manage staff of twenty-five and \$5.5M budget for this \$300M transportation services company. Lead all technology projects, resources, and budgets. Provide strategic planning, enterprise software development, project office development, and process improvement.

State of Wisconsin
Government Accountability Board
 Budget Information -- Summary

Object Class Categories	Dollar Amount
Direct Labor	\$ 410,629
Adminstrative and Clerical Labor	\$ 102,470
Fringe Benefits & Indirect Costs	\$ 221,719
Travel	\$ 41,356
Subcontracts/sub awards	none
Consultants	\$ 1,007,640
Materials and Supplies	\$ 136,050
Other Direct Costs	none
Total	\$ 1,919,864

State of Wisconsin
Government Accountability Board
 2011 FVAP Grant Application Key Staff

DIRECT LABOR (1.a) and Fringe Benefits (1.c)

1.a

1.c

48.15% =FY2011 Fringe factor

Existing Key Core Staff	Number of Positions	Hourly Salary	# of Hours both years *	Prorated Salary for each position (2 Years)	Fringe Benefits for 2 years	Total
Division Administrator	1	\$ 48.37	40	\$ 1,935	\$ 932	\$ 2,867
Elections Supervisor	1	\$ 27.24	120	\$ 3,269	\$ 1,574	\$ 4,843
Elections Specialists	7	\$ 23.00	120	\$ 19,320	\$ 9,303	\$ 28,623
Trainers	3	\$ 23.00	240	\$ 16,560	\$ 7,974	\$ 24,534
Staff Attorney	1	\$ 39.08	40	\$ 1,563	\$ 753	\$ 2,316
Testing Lead	1	\$ 22.53	120	\$ 2,704	\$ 1,302	\$ 4,006
Functional Lead	1	\$ 29.54	120	\$ 3,545	\$ 1,707	\$ 5,252
				\$ 48,896	\$ 23,545	\$ 72,441

New Key Personnel (Full-Time)	Position Title/Role	Hourly Salary	# of Hours both years *	Salary for 2 years	Fringe Benefits for 2 years	Total
Vacant/Recruiting	Project Manager	\$ 23.00	4,160	\$ 95,680	\$ 46,070	\$ 141,750
Vacant/Recruiting	Training Coordinator	\$ 23.00	4,160	\$ 95,680	\$ 46,070	\$ 141,750
Vacant/Recruiting	Administrative Assistant	\$ 13.97	4,160	\$ 58,115	\$ 27,982	\$ 86,097
Vacant/Recruiting	Financial Specialist	\$ 20.00	4,160	\$ 83,200	\$ 40,061	\$ 123,261
Vacant/Recruiting	Help Desk - one year only	\$ 13.97	2,080	\$ 29,058	\$ 13,991	\$ 43,049
				\$ 361,733	\$ 174,174	\$ 535,907

* based on working full-time for 2080 hours (52 weeks * 40 hours per week). No additional hours have been added for overtime costs, since it's comp time instead of cash OT.

TOTAL DIRECT LABOR SALARIES OVER 2 YEARS	\$ 410,629	1.a
TOTAL DIRECT LABOR FRINGE OVER 2 YEARS	\$ 197,719	1.c
TOTAL DIRECT LABOR SALARIES AND FRINGE OVER 2 YEARS	<u>\$ 608,348</u>	

1.b. ADMINISTRATIVE AND CLERICAL LABOR - Indirect Costs								
Method A - Ratio of financial team to whole agency staff	Current # of G.A.B. Staff Supported by Admin and Clerical Staff	New Staff for Grant	Percentage increase # of Staff to serve	Existing Admin Budget per Year for five staff *	Total Increase per Year	# of Years	Total	
	38	8	21.1%	\$ 330,000	\$ 69,474	2	\$ 138,947	
Method B - Estimated percentage of financial unit's time allocable to new grant work			Indirect allocation percentage	Existing Admin Budget per Year for five staff *	Total Increase per Year	# of Years	Total	
			10.0%	\$ 330,000	\$ 33,000	2	\$ 66,000	
					average of both methods=		\$ 102,470	
			* Existing administrative costs for entire financial unit include the following:					
			Wages	\$ 217,360				
			Benefits at current 48.15%	\$ 104,659				
			Estimated supplies	\$ 7,981				
			Actual costs for five staff	\$ 330,000				

1.c - INDIRECT COSTS for WISCONSIN DEPARTMENT OF ADMINISTRATION

1c.

Web-Site Hosting and Support	Cost Per Mo	# of Months	Total
Development Environment (Non-Production)	\$ 800	12	\$ 9,600
Hosting of Servers - (Production)	\$ 1,200	12	\$ 14,400
			\$ 24,000

State of Wisconsin
Government Accountability Board
 Travel Expenses

TRAVEL 1.d

1.d

Purpose of the Trip - G.A.B. Staff Travel	Destination	Duration	# of G.A.B. Staff	# of Trips	Hotel Expenses	Vehicle Rental	Meals	Total
Feedback Session with Clerks - Information Gathering	Unknown	1 day	2	1	\$ -	\$ 45	\$ 26	\$ 97
Feedback Session with Clerks - Testing	Unknown	1 day	2	1	\$ -	\$ 45	\$ 26	\$ 97
Feedback Sessions with Military Affairs - Testing	Unknown	1 day	2	2	\$ -	\$ 45	\$ 26	\$ 194
Feedback Session with Clerks - Post 2012 Election	Unknown	1 day	2	1	\$ -	\$ 45	\$ 26	\$ 97
Feedback Sessions with Military Affairs - Post 2012 Election	Unknown	1 day	2	2	\$ -	\$ 45	\$ 26	\$ 194
Training Sessions with Municipal Clerks	Unknown	1 day	2	10	\$ 70	\$ 45	\$ 43	\$ 2,710
Training Sessions with County Clerks	Unknown	1 day	2	2	\$ 70	\$ 45	\$ 43	\$ 542
								\$ 3,931

Travel for Municipal and County Clerks	Destination	Duration	# of Participants	# of Meetings	Hotel Expenses	Mileage Expenses	Meals	Total
Feedback Session with Clerks - Information Gathering	Madison, WI and Unknown	1 day	25	2	\$ 70	\$ 146	\$ 34	\$ 12,475
Feedback Session with Clerks - Testing	Madison, WI and Unknown	1 day	25	2	\$ 70	\$ 146	\$ 34	\$ 12,475
Feedback Session with Clerks - Post 2012 Election	Madison, WI and Unknown	1 day	25	2	\$ 70	\$ 146	\$ 34	\$ 12,475
								\$ 37,425

Travel Total \$ 41,356

State of Wisconsin
Government Accountability Board
CONSULTANTS

1.f - CONSULTANTS

CURRENT CONSULTANTS - TECHNICAL EMPLOYEES PROVIDED BY IT SERVICES SUPPLIERS

1.f

Consultant name	Vendor service supplier	Position Role	Hourly Rate	# of Hours each year	Total charges for 2 years
David Grassl	Comsys	IT Team Lead	\$ 85.00	156	\$ 26,520
Kamal Pasikanti	Comsys	SVRS/IT	\$ 74.00	40	\$ 5,920
Raj Kirubanandham	Comsys	SVRS/IT	\$ 74.00	40	\$ 5,920
					\$ 38,360

IN RECRUITMENT

Consultant name	Vendor service supplier	Position Role	Hourly Rate	# of Hours each year	Total charges for 2 years
To be engaged	To be determined	Technical Team Lead	\$ 85.00	2,080	\$ 353,600
To be engaged	To be determined	Solution Architect	\$ 74.00	2,080	\$ 307,840
To be engaged	To be determined	Database Architect	\$ 74.00	2,080	\$ 307,840
					\$ 969,280

\$ 1,007,640

State of Wisconsin
Government Accountability Board
 Materials and Supplies

1.g - MATERIALS AND SUPPLIES			1.g
Item	Quantity	Unit Cost	Total Cost
Developer Workstations	3	\$ 4,000	\$ 12,000
New Staff Workstations	5	\$ 2,000	\$ 10,000
Training Server	1	\$ 2,500	\$ 2,500
Projector	1	\$ 1,000	\$ 1,000
Microphone (Webinar)	1	\$ 18	\$ 18
Speakerphone	1	\$ 391	\$ 391
Mobile Devices (for testing)	5	\$ 1,000	\$ 5,000
Mobile Device Development Environment	3	\$ 7	\$ 21
General Office Supplies (pens, paper, binders, binder clips, etc.)	n/a	n/a	\$ 3,000
Postage determine postage rate*	2500	\$ 0.75	\$ 1,875
Admin Printing	n/a	n/a	\$ 10,000
Printing Meeting Materials (Publications/Manuals)	n/a	n/a	\$ 50,700
Phones - new purchases	8	\$ 35	\$ 281
Phones - monthly service	8	\$ 21	\$ 4,070
E-mail service charges	8	\$ 11	\$ 2,074
Office Space Rental	7	\$ 184	\$ 30,912
Office Space Rental	1	\$ 184	\$ 2,208
*Includes international and domestic mailing piece rates			
TOTAL MATERIALS AND SUPPLIES			\$ 136,050

Budget Proposal

This budget narrative provides appropriate justification for each cost category proposed below. This document, combined with the attached budget, provides detailed analysis of the costs necessary to accomplish the goals and objectives proposed in this grant application.

a) **Direct Labor**
(\$410,629)

The System proposed in this grant application will require the use of existing staff and new full-time project staff. Existing staff will provide expertise as needed. This System proposes integrating current election business processes and new technologies.

1. Existing Staff

The G.A.B. has budgeted for the use of existing staff for a number of hours over the two-year duration of the grant. The Division Administrator, Elections Supervisor, seven (7) election specialists, three (3) trainers, a staff attorney, the testing lead and the functional lead are budgeted for between 40 and 240 hours per position over two years to assist with administering and implementing the grant. Although several G.A.B. staff members will contribute to the grant, this will only amount to 800 hours total, or about 28% of one full time position. The hourly salaries are based on the current wages of those holding the positions.

Justification: The G.A.B. intends to utilize the knowledge and expertise of its current staff to assist new project staff.

Elections Division Administrator: The G.A.B. Elections Division Administrator, Nathaniel E. Robinson, will be the project director of the grant and its staff members. As the Elections Division Administrator, Mr. Robinson manages all projects and staff within the Elections Division. Mr. Robinson is budgeted for 40 hours at over two years in his role as project director. Any key policy, procedural, strategic, and financial decisions related to the grant project will be approved by him.

Elections Supervisor: The G.A.B.'s Election Supervisor, Ross Hein, supervises the Testing Lead and Functional Lead of the Statewide Voter Registration System (SVRS). Mr. Hein also has expertise in voting equipment and usage in the varying municipalities and counties. Mr. Hein is budgeted for 120 hours over two years. He will manage tasks when the Testing Lead and Functional Lead are involved in the development of the grant proposal. His expertise in voting equipment and familiarity with the voting equipment vendors will be essential during the creation of the Ballot Preparation Tool.

Election Specialists: The G.A.B. staff consists of seven election specialists. Two election specialists assist with the management of the SVRS, one specializes in military and overseas voting, and four specialize in election administration. All areas of expertise overlap in a shared knowledge of major policies and procedures. Each election specialist is budgeted for 120 hours over the two year duration of the grant. All election specialists have a sustained relationship with the G.A.B.'s customers and partners, the county and municipal clerks. Election specialists

will help in establishing a business process based on their knowledge of clerk procedures. Since the proposed project will integrate with all current election tools and absentee voting processes, the knowledge, assistance and feedback from the election specialists will be an asset to the development of the project.

During the implementation of the project, election specialists will be assisting in trainings, communication, and follow up with clerk users and UOCAVA electors. The evaluation phase of the project will require the support of election specialists as feedback is gathered and the System's components are refined. As the grant period ends, the specialists will ensure a smooth transition as they continue to support and train clerks and UOCAVA electors in the use of the new tools.

Trainers: The G.A.B. currently employs three SVRS trainers. They develop training materials, provide in-person instruction, produce and update online lessons, and participate in the testing and improvement of the SVRS. Each of the trainers is budgeted for 240 hours over two years to assist in the proposed project. The G.A.B. is budgeting for a full-time training coordinator but this position will need the assistance of the current training staff. The trainers will be available to review and edit online videos and provide testing and feedback options. They will also incorporate the new features of the System into existing SVRS training protocols, and will assist with in-person instructional sessions.

Staff Attorney: The G.A.B. may need to request legislative action or draft administrative rules in order to implement parts of this proposal. One staff attorney is budgeted for 40 hours to ensure the proposal meets all statutory requirements.

Testing Lead: The G.A.B. Testing Lead facilitates any testing necessary for election administration online applications including the SVRS, VPA, the Wisconsin Election Data Collection System (WEDCS), the Canvas Reporting System, and the Access Elections! Wisconsin Disability Compliance System. This proposal is an integration of several existing systems with additional applications. The Testing Lead is budgeted for 120 hours over the two year duration of the grant. This position will manage the testing environment before the System is put in production as well assist the training coordinator in developing and implementing the testing plan. During the evaluation phase the Testing Lead will again be utilized as upgrades and improvements are made and need to be tested.

SVRS Functional Lead: The SVRS Functional Lead is responsible for overall operations and functionality of the Statewide Voter Registration System. This person coordinates all updates to the SVRS and ensures they meet agency business requirements. The proposed system will interface directly with the SVRS and several SVRS subsystems, including the Click-and-Mail Voter Registration portal and the Voter Public Access website. The Functional Lead is budgeted for 120 hours over the two year duration of the grant. The Functional Lead will ensure that all new systems created by the project function seamlessly with the SVRS.

2. New Full-Time Project Staff and Roles:

The G.A.B. will need four additional full-time staff members dedicated to the grant project for the two-year period and one additional full-time staff member for one year to develop, implement and evaluate the grant project properly. The five positions include a project manager, training coordinator, administrative assistant, financial specialist, and a Help Desk staff member.

Justification: These five new positions are needed to ensure that the objectives, strategies, and goals of creating an integrated absentee balloting tool for UOVACA electors are met.

Project Manager: In close consultation with the Elections Division Administrator, the Project Manager will administer the daily operations of the grant project. This position will be full-time and will coordinate activities with existing supervisors and lead workers to ensure that all phases of the project start and are completed on schedule and are integrated properly. A full-time project manager with exceptional leadership and demonstrated organizational skills is needed to devote sufficient time and effort to these activities to ensure the project's success.

Training Coordinator: Training, technical assistance and providing informational services will a very important part of the project. The training coordinator will organize large and small group trainings and one-on-one technical assistance to be delivered in-person, via the internet or by telephone. The training coordinator will collaborate with existing staff of the Elections Division in the creation and integration of new and existing training materials. He or she will also organize voting equipment data and work with vendors and clerks in the creation of the Ballot Preparation Tool and will help codify business requirements during the development of the project. The training coordinator must also have excellent organizational leadership and demonstrated "people" skills.

Administrative Assistant: A full-time administrative assistant position is needed to support the grant project. This position will provide routine and traditional administrative services to the project manager and training coordinator. The person will answer phones, draft correspondence, schedule meetings, make room reservations, process mail and keep the team informed of approaching deadlines.

Financial Specialist: The financial specialist will develop, monitor and maintain all accounting and financial records for the grant program. It is anticipated that a significant amount of financial tracking and maintenance will be needed as result of this project. The financial specialist is budgeted as a two-year project position.

The G.A.B.'s methodology calls for support and substantial training and technical assistance efforts in order to encourage the fullest possible participation by all 1,922 county and municipal clerks, their related staffs, and UOCAVA electors using any of the absentee balloting tools provided on the Voter Public Access website. We are proposing two in-person training sessions with our 72 county clerks and ten in-person training sessions with municipal clerks and staffs. We are proposing to reimburse all clerks and their deputies for travel to feedback sessions and informational meetings. The financial specialist will answer questions regarding reimbursement procedures, provide information on allowable expenses, provide assistance on how to complete

the state's required forms, review reimbursement requests and process the requests. The processing of requests is expected to be substantial to the extent that existing staff will be not be able to handle the increased volume while completing core assigned duties.

The Wisconsin Legislature requires all Federal programs, projects and associated funds to be audited by the Wisconsin Legislative Audit Bureau, and the financial specialist will prepare documentation for this process. This person also will be required to prepare documents for any potential audits of the program funds by the Federal Government. The financial specialist will be responsible for producing the financial reports listed in the Schedule and Milestones section and managing the disbursement of funds. A person who has demonstrated skills in accounting principles and procedures, and who may already be familiar with Wisconsin state government financial systems will be given preference.

Help Desk Staff: A full-time Help Desk staff position will answer phones, direct calls, track caller information, provide technical assistance, and organize survey results. The Help Desk staff position is budgeted as a one-year project position. During the implementation and evaluation phases of the grant process the G.A.B. will be providing a number of communications to clerks and the public as well as assisting users -- both clerks and UOCAVA electors -- through the procedures of the System. The Help Desk Staff will respond to the increased volume of calls and provide other communication assistance.

b) Administrative and Clerical Labor
(\$102,470)

Indirect costs of \$102,470 are being allocated to this grant based on five existing staff members who will provide office support services during this two-year grant period. These services include purchase ordering, pre-auditing of invoices and travel vouchers, administrative and support tasks, processing invoices and travel vouchers for payment, and payroll and human resources questions. Only a fraction of this office operations support team's actual costs will be applied to this grant, and two methods were employed to estimate these indirect cost allocations. Method A is based on a ratio of the office operations support team staff members (5) to the entire agency staff (38), applied to the unit's existing actual costs over this two-year grant. The existing actual costs include wages, benefits, and supplies. Method B applies an estimated percentage (10%) of the office operations support unit's time dedicated to this project to the unit's existing actual costs over this two-year grant. The average cost from these two methods was included in this proposed grant budget.

c) Fringe Benefits and Indirect Costs
(\$221,719)

Fringe Benefits: Agency staff fringe benefits will amount to \$197,719 including social security, Medicare, health insurance, and other retirement benefits, as required by FLSA. The current fiscal year rate is 48.15% and is applied to the base salaries and wages for both existing key core staff and new key personnel.

Indirect Costs: Indirect costs of \$24,000 include overhead charges for the development of environment servers for the first twelve months and for the hosting of production environment servers during the second twelve months. These standard costs are based on actual rates charged by the Wisconsin Department of Administration to all state agencies.

d) **Travel**
(\$41,356)

Travel will be required by the newly-hired grant team and some existing staff members during the development, implementation and evaluation phases of the project. Staff will hold feedback session and training sessions throughout the process.

General Staff

Travel costs for staff are based on rates determined by the Wisconsin Office of State Employment Relations. These costs include reimbursement of meals: \$8 for breakfast, \$9 for lunch and \$17 for dinner. The State of Wisconsin also pays a tax exempt hotel rate of \$70 per night in all counties except Milwaukee, Racine, and Waukesha, where the rate is \$80. Vehicles are rented through the Wisconsin Central Fleet Services at a van rate of \$45 per day.

➤ ~~Two Feedback Sessions with County and Municipal Clerks – Information Gathering~~: Feedback and information-gathering sessions will be scheduled as part of the G.A.B.'s working relationship with its county and municipal clerk partners. The processes and procedures discussed in this application will be further vetted by local election officials before detailed development of the project can begin. The perspective of the local election officials provides the G.A.B.'s staff with additional insight needed to create a system that meets their needs as well as the needs of UOCAVA electors.

~~The first feedback/information-gathering sessions will be held in Madison and will not accrue any travel expenses for G.A.B. staff. The second session's location is yet to be determined but will require a day trip for staff. The training coordinator and an assistant will lead the session and are budgeted for a vehicle, lunch and dinner but are expected not to require lodging.~~

➤ ~~Two Feedback Sessions with Clerks – Testing~~: When the G.A.B. has a version of the System in place, staff will conduct a testing and feedback session to gain support from local election officials as well as evaluate the development and functionality of the System.

~~The first feedback/testing session will be held in Madison and will not accrue any travel expenses for G.A.B. staff. The second session's location is yet to be determined but will require a day trip for staff. The training coordinator and an assistant will lead the session and are budgeted for a vehicle, lunch and dinner but are expected not to require lodging.~~

➤ Feedback Session with Military Affairs – Testing: When the G.A.B. has a version of the System in place, staff will also conduct a testing and feedback session to gain insight from the military community as to the ease of use and functionality of the System. The intent of this

session is to develop further understanding of the obstacles and burdens that UOCAVA electors face and incorporate possible improvements in to the System.

The feedback session's location is yet to be determined but will require a day trip for staff. The training coordinator and an assistant will lead the session and are budgeted for a vehicle, lunch and dinner but are expected not to require lodging.

➤ ~~Two~~ Feedback Sessions with Clerks – Evaluation (Post 2012 General Election): After the roll out and use of the project, the G.A.B. will evaluate the System and its components. Staff will seek the opinions of UOCAVA and local election official users in a survey but will also conduct in-person sessions to promote dialogue and gather data from all System users.

~~The first feedback session with local election officials will be held in Madison and will not accrue any travel expenses for G.A.B. staff. The second session's location is yet to be determined but will require a day trip for staff. The training coordinator and an assistant will lead the session and are budgeted for a vehicle, lunch and dinner but are expected not to require lodging.~~

➤ Feedback Session with the Wisconsin Department of Military Affairs – Evaluation (Post 2012 General Election): After the roll out and use of the project, the G.A.B. will evaluate the System and its components. Staff will seek the opinions of UOCAVA electors users in a survey but will also conduct an in-person session with representatives of Wisconsin's military community to promote dialogue and gather data from all System users.

The feedback session's location is yet to be determined but will require a day trip for staff. The training coordinator and an assistant will lead the session and are budgeted for a vehicle, lunch and dinner but are expected not to require lodging.

➤ A series of ten In-Person Training Sessions with Municipal Clerks: The project will not only change the absentee voting process for UOCAVA electors but will also change the business processes, tracking methods, and ballot preparation procedures used by municipal clerks. G.A.B. staff will create online training but will also offer ten in-person trainings for municipal clerks. The G.A.B. hopes to conduct these trainings in conjunction with the Wisconsin Municipal Clerk's Association (WMCA) District meetings held quarterly. Some of these meetings are located over six hours from Madison and will require overnight stays.

Locations of these trainings are yet to be determined. The training coordinator and an assistant will conduct the trainings and are budgeted for a vehicle, lunch, dinner, breakfast and lunch (over a day and a half) and lodging expenses for 10 trips.

➤ A series of two In-Person Training Sessions with County Clerks: The project will also change the business processes, tracking methods, and ballot preparation procedures for county clerks. G.A.B. staff will create online training but will also offer two in-person instructional sessions for county clerks. We anticipate that these sessions will be held in conjunction with two of the Wisconsin County Clerks Association's (WCCA) regular meetings. The county clerks complete voting equipment programming, ballot printing, and training of municipal clerks.

Some county clerks also manage the SVRS, where UOCAVA elector's absentee ballots are tracked, on behalf of municipalities.

The locations of these trainings are yet to be determined. The training coordinator and an assistant will conduct the trainings and are budgeted for a vehicle, lunch, dinner, breakfast, and lunch (over a day and a half) and lodging expenses for two trips.

~~Travel for Clerks and their Staffs to Attend Feedback/Information Gathering Sessions~~

~~County and municipal clerks who attend feedback sessions will be reimbursed for their travel and lodging as they are assisting the G.A.B. in the creation of this new project. Reimbursements are based on the same rates used for G.A.B. staff. These travel costs include reimbursement of meals: \$8 for breakfast, \$9 for lunch, and \$17 for dinner. The State of Wisconsin also pays a tax exempt hotel rate of \$70 per night in all counties except Milwaukee, Racine, and Waukesha, where the nightly rate is \$80. Clerks are also reimbursed for mileage at a rate of \$0.45 per mile~~

~~➤ Two Feedback Sessions with Clerks – Information Gathering: As stated above, one information gathering session will be held in Madison and another in an undetermined location. Any clerks who travel to Madison or the other location will be reimbursed for mileage and meals. Any clerks who need lodging will also be reimbursed for that expense.~~

~~➤ Two Feedback Sessions with County and Municipal Clerks – Testing: As stated above one testing feedback session will be held in Madison and another in an undetermined location. Any clerks who travel to Madison or the other location will be reimbursed for mileage as well as for any meals eaten while in traveling status and. Any clerks who need lodging will also be reimbursed.~~

~~➤ Two Feedback Sessions with Clerks – Evaluation (Post 2012 General Election): As stated above one feedback session will be held in Madison and another in an undetermined location. Any clerks who travel to Madison or the other location are reimbursed for mileage and meals. Any clerks who need lodging will also be reimbursed.~~

e) Subcontracts/Sub Awards
(\$0)

The G.A.B. is proposing the use of consultants and no subcontractors are proposed in this budget.

f) Consultants
(\$1,007,640)

The G.A.B. will be using its current IT project management model of collaboration with the Department of Administration, Division of Enterprise Technology to hire IT consultants through a consulting firm. A supporting document for this model is included immediately following the Budget Proposal.

Justification: The G.A.B.'s history of the use of vendors for product development prompted collaboration with DOA. Working with consultants instead of outside vendors eliminates disputes regarding intellectual property and proprietary rights. This allows projects developed using this model to be duplicated in other states or jurisdictions. The consultant project model has been used successfully in the development of the Wisconsin Election Data Collection System (WEDCS), which was developed with the award of a \$2 million grant from the U.S. Elections Assistance Commission. It was also used in the design of the Canvass Reporting System, the Access Elections! Wisconsin Disability Compliance System, for tracking polling place accessibility, and the Voter Public Access website. The G.A.B. intends to continue this model of success with the development of the project proposed in this grant.

The G.A.B. will use the knowledge and expertise of current consultants who work on the applications that will be integrated with the System. Three new consultants will be hired to complete the IT development of the project, but will need to consult with existing staff as the integration takes place. The three current IT consultants will be responsible for the maintenance and IT management of the grant project once the duration of the grant has ended.

Existing Consultants:

David Grassl: As the IT Team Lead for G.A.B. technologies, Mr. Grassl oversees all IT projects, timelines, deliverables and strategies. Mr. Grassl is budgeted for 156 hours over two (2) years at a rate of \$85 per hour. He will be a resource to the grant IT Team Lead on the integration of IT systems and the use of other current IT staff and resources needed from the DOA. Mr. Grassl was the chief architect of the Wisconsin Election Data Collection System (WEDCS) and its integration with the SVRS making his knowledge base and expertise in G.A.B. technologies a significant tool in the development of any new projects.

Kamalakar Pasikanti: Mr. Pasikanti has been working with the G.A.B.'s technologies since 2008 and has experience and knowledge in the technologies that will be integrated with the System. He is budgeted for 40 hours over two (2) years at a rate of \$74 per hour. Mr. Pasikanti will be utilized in the integration and knowledge transfer after the grant period.

Rajesh Kirubanandham: Mr. Kirubanandham was instrumental in the development of the Canvass Reporting System and its integration with the SVRS. His expertise will also be in the integration and knowledge transfer after the grant period. He is budgeted for 40 hours over two (2) years at a rate of \$74 per hour.

New Consultants

The rates of these consultants are based on the pay ranges determined by the Wisconsin Department of Administration documented below.

Solution Architect: The Solution Architect will provide software analysis, design, construction, testing, and implementation services. Using Microsoft Technologies this role will work directly with key business users to document requirements, propose software tool design, and use

industry best practices to build the final product from the proposed design. The Solution Architect will be proficient in the following:

- Microsoft .Net Software (ASP/VB/C#)
- Software Development Lifecycle (SDLC) using Microsoft Team Foundation Server Agile Process Guidance
- Model View Presenter (MVP) or Model View View Model (MVVM) Web Application Design Patterns
- Web Portal Technology such as Microsoft SharePoint
- ERP Technology such as Microsoft Dynamics xRM

The Solution Architect will work independently and report status of projects with weekly status reports and manage individual work items through a work list managed in Microsoft Team Foundation Server.

Database Architect: Database Architect will provide database analysis, design, construction, testing, and implementation services. Using Microsoft SQL Server Technologies this role will work directly with key business users and developers to document requirements, propose database schema design, and use industry best practices to build the physical data models from the proposed design. The Database Architect will be proficient in the following:

- Microsoft SQL Server Technology
 - o SQL Data Engine
 - o SQL Reporting Services (SSRS)
 - o SQL Analysis Services (SSAS)
 - o SQL Integration Services (SSIS)
- Software Development Lifecycle (SDLC) using Microsoft Team Foundation Server Agile Process Guidance
- Business Intelligence technology such as:
 - o STAR Schema
 - o SSAS Cube Development
 - o Power Pivot Tables

The Database Architect will perform Extract Transform Load (ETL) work to migrate existing data to the new System and build interfaces to other state agency systems. The Database Architect will work independently and report status of projects with weekly status reports and manage individual work items through a work list managed in Microsoft Team Foundation Server.

IT Team Lead: The IT Team Lead will provide support to the project manager in developing work plans for the technical resources. The Team Lead will act as a chief architect ensuring that the design of all new applications adheres to the approved G.A.B. architecture.

The IT Team Leader will be experienced in leading a team of software developers, infrastructure engineers, and desktop support technicians. Assign tasks to individuals to accomplish work

necessary to meet project deadlines. Work with the team to collaborate on design initiatives and troubleshoot technology issues with staff as they come up.

The IT Team Lead will mentor technical staff in the development of software solutions to meet business requirements, communicate with key stakeholders and executive staff on the progress of projects, and work with the project manager to put proactive plans in place to efficiently meet project milestones.

The IT Team Lead will be familiar with project management methodology such as PMI and Agile software development and lead JAD sessions with business analysts and technical staff to work through product development discussions.

The IT Team Lead should have the following skills:

- Web Application Development Experience
- Database Modeling (Physical and Logical)
- Software Design Patterns
- Project Management and Software Development Methodology Experience (Such as Agile and PMI).
- Experience with Hardware architecture such as (VMWare, Windows Server, SQL Server, IIS, MS Dynamics CRM, LDAP, Citrix, and Active Directory).
- Microsoft Software Development Tools
 - o Visual Studio
 - o MS Office
 - o SharePoint Server
 - o Power Pivot
 - o SSRS, SSAS, SSIS
 - o Team Foundation Server
 - Build Server
 - Task Management
 - Test Server
 - o Visual Test Professional

g) Materials and Supplies

(\$136,050)

Developer workstations for three consultants and regular workstations for five new staff members will be provided, in addition to one dedicated training server. We will provide the computer hardware, network support services, software and licensing, using state-preferred vendors on a bid basis.

One projector, one speaker phone, and five mobile devices for testing will also be required.

General office supplies are estimated per employee and are based on volume discounts from state-preferred suppliers.

Postage volumes are estimated based on experience, while postage rates are a composite of both international and domestic mailings.

Administrative and special publication printing volumes are based on anticipated educational and training needs at standard costs and will be provided by the Wisconsin Department of Administration agency's in-house printing division.

Email access and desk phones with related monthly telephone service will be provided to the five staff and three consultants.

Office rental space is based on five new staff members and three full-time consultants being added to our existing space under a triple-net lease.

GAB Application Modernization Project

3-15-2011

Single Vendor Approach

The Government Accountability Board (G.A.B.) is executing a RFS for four (4) positions which will comprise a “team” approach to support the Statewide Voter Registration System (SVRS). The SVRS application is in need of a modernization project to migrate the system from a Citrix based application to a complete Web based application. Additionally, while moving to a new application platform the application will require a number of major enhancements to support new business goals. It is G.A.B.’s desire to procure a single vendor for this modernization and enhancement project. The single vendor will be selected to reduce the complexity of communication, project management, development design standards, quality assurance process and quality control. G.A.B. has partnered with DOA Bureau of Application Services to provide architecture, design, and project management review/control. The team will be accountable to a G.A.B. governance team for direction and results.

Initially the team will start with four individuals but based upon the frequency and intensity of work requirements G.A.B. may add up to 3 additional staff to the team as necessary to meet program goals. Additionally, G.A.B. would like the flexibility to add or exchange specific team skills to the team to meet program goals. This flexibility will enable G.A.B. to grow the team, based upon project resource demands, to meet changing business requirements.

G.A.B. would prefer to select a single vendor to staff the team, but through this RFS staffing process, reserves the right to exchange individuals in the team. If an individual is selected from another vendor the primary vendor will work to reduce the complexity of this contract by either employing or sub-contracting the individual under the primary vendor’s contract.

Requirements of the Selected Vendor include:

- Vendor’s team will be jointly managed by the DOA Bureau of Application Support Director and G.A.B. Elections Division Governance team.
- Vendor will be responsible to DOA for approval of technical work products related to the SVRS system and associated applications. This includes the SVRS system architecture, design, development, quality and operational performance.
- Vendor will be responsible to the G.A.B. governance team to meet program objectives through delivery and operation of Elections systems.
- Vendor to provide appropriate metrics on project staff to validate appropriate skill level and quality standards are being met.
- Vendor to provide necessary project artifacts which will be used to measure project control and project execution. This will include the use of PMI earned value analysis, schedule variance and cost variance metrics.
- Vendor to provide positions with a high level of Microsoft applications and database technical skills (certification preferred) required to perform SVRS modernization applications development work.

- Vendor to provide the Team Lead/Technical Architect position with design and development technical skills necessary to guide the design and development of SVRS Modernization.
- Vendor to provide Team Lead/Technical Architect position with project leadership skills to perform WBS, activity scheduling, project management, team leadership and project coordination for Elections to meet SVRS modernization goals.
- Vendor will adhere to DOA application architecture, design and development standards and methodology.
- Vendor will be part of the DOA applications development team and be part of peer developer information knowledge exchange.
- Vendor to work closely with DOA Applications Support management to gain approval on appropriate PMI based work products for each G.A.B. project.
- Vendor to provide appropriate project reviews to the G.A.B. governance team to make sure projects are meeting project milestones, schedule, quality and cost goals.
- Vendor to provide DOA Bureau of Application Support with project and product quality control reviews to make sure products are meeting quality standards.
- Vendor team lead will be responsible for creation of work plans and work status reports for the team.
- Vendor team lead will meet with G.A.B. project governance team on a periodic basis to provide overall project and subproject project status reports using PMI based metrics.
- Vendor team lead will facilitate governance setting sessions with G.A.B. Elections Division governance team on a periodic basis to set project priorities.

G.A.B. plans to interview the vendor firm and architect together as the first step, to ensure that both the firm and the proposed project manager/application architect will meet our needs.

G.A.B. also plans to interview the proposed staff for the other team positions as well, as a second step.

Project Description

The Government Accountability Board Elections Division provides applications to local government officials and to the citizens of Wisconsin. G.A.B.'s current portfolio of applications are aging and in need of a technology refresh to more sophisticated web based platforms. In addition to application upgrades, process reengineering should also be tackled to automate existing manual processes. New advances in applications development technologies now enable complete reengineering of systems to eliminate manual processes which will reduce cost and improve efficiency. New technologies integrate Office products, e-mail, automated workflow, GIS and document management; which allow for sophisticated process redesign.

G.A.B. has a portfolio of mission critical applications which need to be reengineered and modernized using these new application development tools and techniques. G.A.B. will first start with modernizing the existing Statewide Voter Registration System (SVRS) by changing platforms to be completely web based. This change will significantly reduce infrastructure cost associated with running the SVRS systems. This modernization will also add new features such as Geographical Information Systems voting district management and add new data decision support enhancements. Other applications which will be modernized and integrated into the

Statewide Voter Registration System include Wisconsin Election Data Collection System, Canvass Reporting System, Polling Place Accessibility Survey, and SVRS interfaces with other State agency systems. A key goal is to do better data analysis with integrated data from the various system using data warehousing techniques.

This project will require the skills of many different Information Technology disciplines such as Project Management, Systems Architecture, Business Analysis, Applications Database Analysts, Quality Assurance and IIS specialist. This project will require the use of four to seven staff during the project duration. G.A.B. would like to utilize a single vendor approach to ensure expertise in systems development, applications support and operations to manage this application portfolio modernization project for G.A.B.

High level project goals for the next 3 years include:

- Implementing web-based mapping to manage district boundaries using GIS technologies
- Upgrading to Windows Server 2008, SQL Server 2008, .NET 4.0. Implement 64 bit technology
- Converting high volume user transactions from current client-server based systems to web-based, including entry of voter applications, absentee applications and ballots, and voter history
- Improve overall system performance and response time
- Migrate off of Citrix
- Provide a platform to enable better election data analysis
- Implement new technologies to enable better collaboration with local election officials and federal partners

Technical Overview

The SVRS is a complex multi-tiered application that is used by 1400+ users in approximately 700 locations across the State of Wisconsin. The system was developed using the Microsoft .NET platform with a SQL Server database. It is a client-server application but is delivered to users over the internet via Citrix Metaframe.

The SVRS is a centralized technical architecture built on Microsoft Windows Server 2003 and .NET framework. It runs on an n-tier application with a web presentation layer, business logic components in the application layer, and a clustered database in the backend layer. The run-time environment includes the .NET framework version 1.1 and 2.0, IIS version 6.0 and ASP.NET version 1.1 and 2.0. The database is SQL Server 2005. SVRS utilizes Citrix Metaframe to deliver the application to users over the internet. Infrastructure services include Microsoft SQL Server Reporting Services, Microsoft Clustering Services, Active Directory, and Terminal Services. Most of the application code is written in VB.NET with a small set of code in C++.

The Production environment is scaled for 1000 concurrent users in locations across the State of Wisconsin. The environment consists of two (2) web application servers, four (4) Citrix Secure Gateway servers, two (2) SQL Reporting servers, one (1) batch processing web server, eighteen (18) Citrix Metaframe Presentation application servers, four (4) database servers (the first two

configured as active/active and the other two as active/passive), two (2) Active Directory Domain Controllers, one (1) Certificate Server, and one (1) Citrix Management server. SVRS uses Cisco 7200 series routers for Internet access and internal routing, Cisco Catalyst 6500 series switches for its core multilayered switching functions, and a pair of enterprise class high speed firewalls. The SVRS hardware currently consists of IBM BladeCenter components and a Storage Area Network. A new physical infrastructure is being implemented with virtual servers utilizing VMWare on ESX Host machines.

SVRS also includes data interfaces with three state agencies, the Department of Corrections, the Department of Health Services, and the Department of Transportation, which utilize XML.

The Wisconsin Data Collection System (WEDCS), Canvass Reporting System (Canvass), and Polling Place Accessibility System (PPAS) are stand-alone web-based applications that reside within the SVRS infrastructure. They include web-based data entry screens written in .NET using C#. These systems use MVP architecture, and SQL Analysis Services and SQL Integration Services.

11-03

**Vendor Management Services Agreement
27702-LF**

THIS VENDOR MANAGEMENT SERVICES AGREEMENT (this "Agreement") is dated as of Dec 30, 2005, by and between the Department of Administration on behalf of the State of Wisconsin located at 101 East Wilson Street, Madison, Wisconsin, 53702 ("State") and COMSYS Information Technology Services, Inc., with its principal place of business located at 4400 Post Oak Parkway, Suite 1800, Houston, Texas 77027 ("COMSYS" or "Contractor").

WHEREAS, COMSYS is in the business of providing Vendor Management Services (VMS) to assist clients in the automation of their staffing management processes; and

WHEREAS, State desires COMSYS to assist in the automation and management of its temporary information technology (IT) services supplier needs by providing the services described herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I. DEFINITIONS

Whenever used in this Agreement, the terms set forth below shall have the meanings ascribed to them below. Other terms are defined in the context in which they first appear. Where the context so indicates, a word in the singular form shall include the plural and vice versa.

- 1.0 "Agency Acceptance" or "Requisition Acceptance" means the information entered by a State or Local Agency into the VMS System indicating State's acceptance of an IT Services Supplier Candidate Offer in response to an Agency Requisition.
- 1.1 "Agency Requisition" or "Requisition" means that document entered by a State or Local Agency into the VMS System that contains specifications and requirements pertaining to a need for service to be obtained by COMSYS from a qualified IT Services Supplier in accordance with the terms and condition of this Agreement.
- 1.2 "Billing Period" means the regular interval for time collection and invoicing under this Agreement, as further clarified in the Business Rules as either monthly, semi-monthly, or bi-weekly.
- 1.3 "Candidate Offer" means an offer made by an IT Services Supplier to provide one or more IT Services Supplier Candidates in response to a Requisition submitted through the VMS System.
- 1.4 "Effective Date" means the date on which both Parties have signed this Agreement.

- 1.5 "Fee" means the two and one-half percent (2.5%) fixed percentage deducted by COMSYS for administrative costs from the amount paid by the State or Local Agency to an IT Services Supplier for an Engagement.
- 1.6 "Engagement" means the provision of IT Services upon the assignment of IT Services Supplier Personnel to a State or Local Agency pursuant to an Agency Requisition and Acceptance.
- 1.7 "IT Services Supplier" means a supplier of temporary Personnel, approved by the State to be included in the VMS Program, that has executed a Supplier Participation Agreement with COMSYS. An approved IT Services Supplier may be an IT Services Supplier who is currently providing IT services to the State or that has a current contract with the State. This term shall include any subcontractor or consortium member of the IT Services Supplier.
- 1.8 "Local Agency" means a county, village, town, municipality or other local governmental entity in the State of Wisconsin.
- 1.9 "Personnel" or "IT Services Supplier Personnel" means personnel temporarily-assigned by an IT Services Supplier for an Engagement, who is employed by or under contract with the IT Services Supplier, or who is an employee or independent contractor of a subcontractor to an IT Services Supplier.
- 1.10 "Vendor Management Services" means the Vendor Management Services provided by COMSYS hereunder and further described on **Attachment A**, attached hereto and made a part hereof.
- 1.11 "State" means the sovereign State of Wisconsin, and is sometimes used herein to include "State Agency" or "Local Agency."
- 1.12 "State Agency" means any department, board commission, council or other subunit of the Wisconsin State government, including the University of Wisconsin, but excluding Local Agencies.
- 1.13 "Supplier Participation Agreement" means the agreement entered into and signed by COMSYS and an IT Services Supplier that grants the IT Services Supplier the right to participate in the VMS Program, to supply services to the State through the VMS Program, to use the VMS System in connection with the services provided to State, and which describes all processes critical to acquiring and maintaining IT Services Supplier Personnel under the VMS Program, including, but not limited to, provisions regarding rates, timekeeping, invoicing and payment.
- 1.14 "VMS Program" means the Vendor Management Services program implemented for the State under this Agreement.
- 1.15 "VMS System" means COMSYS' web-based Vendor Management System used in connection with the Vendor Management Services provided hereunder to register IT Services Supplier Personnel, post Requisitions, receive offers, analyze bids, manage acceptance procedures, process timesheets of IT Services Supplier Personnel,

administer invoice and payment of IT Services, and oversee the evaluation and closure of Requisitions.

ARTICLE II. TERM AND TERMINATION

2.1 Term. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for a period of two (2) year(s) thereafter (the "Term"), unless earlier terminated pursuant to this Article II. The Term may be extended for three (3) additional periods of one (1) year after its expiration upon mutual agreement of the Parties.

2.2 Termination for Cause. Either Party may terminate this Agreement for cause at any time after one hundred twenty (120) calendar days from the Effective Date upon at least thirty (30) calendar days prior written notice to the other Party in the event that the other has materially breached any of the terms or conditions of this Agreement and such breach has not been cured within such notice period. Notwithstanding termination of this Agreement, and subject to any reasonable directions from the other Party, both Parties shall take timely, reasonable, and necessary action to protect, preserve, and return property, including Confidential Information, including all data, materials and programs in the custody and control of a Party in which the other Party holds an interest. Upon termination, the State's liability will be limited to the cost of the services performed by the IT Services Suppliers as of the date of termination.

2.3 Termination for Convenience. The State may terminate this Agreement for convenience at any time after one (1) year from the Effective Date at its sole discretion by delivering a written notice to COMSYS ninety (90) calendar days prior to the termination. Notwithstanding termination of this Agreement, and subject to any reasonable directions from the other Party, both Parties shall take timely, reasonable, and necessary action to protect, preserve, and return property, including Confidential Information, including all data, materials and programs in the custody and control of a Party in which the other Party holds an interest. Upon termination, the State's liability will be limited to the cost of the services performed by the IT Services Suppliers as of the date of termination.

2.4 Termination of Engagement/Personnel Substitution. A State or Local Agency has the sole discretion to terminate an Engagement for cause upon written notice to COMSYS. The State or Local Agency shall make reasonable efforts to provide COMSYS advance notice of any such termination of an Engagement for cause so that COMSYS may give the IT Services Supplier an opportunity to cure, but the State or Local Agency shall not be required to do so if such is not in the State or Local Agency's best interest. Upon such termination, the State or Local Agency shall submit to COMSYS, with a copy to the State Contract Manager, an explanation of the cause of such termination. If a significant number of such terminations occur, the IT Services Supplier may be removed from the VMS System at the sole discretion of the State. A State or Local Agency may request immediate removal of any Personnel, for any lawful reason, without terminating the Engagement and may request that the individual be replaced within ten (10) working days. If the removed individual is not replaced with Personnel approved by the State or Local Agency and having equal or better qualifications, the State or Local Agency may terminate the remainder of the Engagement by written notice and may assess Liquidated Damages for failure to perform.

Should any Personnel prematurely leave an Engagement for any reason, COMSYS shall use its best commercially reasonable efforts to provide a written notice ten (10) working days in advance to the engaging State or Local Agency. Substitution of Personnel is subject to approval by the engaging State or Local Agency. Substitution Personnel shall be provided at no cost to the State for the first three (3) weeks (for training purposes) of any Engagement of six (6) months or greater length.

2.5 Engagement Termination for Convenience. A State or Local Agency may terminate an Engagement for convenience upon written notice to COMSYS. The State or Local Agency shall make reasonable efforts to provide COMSYS five (5) business days advance notice of any such termination of an Engagement for convenience so that COMSYS may give the IT Services Supplier notice, but the State or Local Agency shall not be required to do so if such is not in such State or Local Agency's best interest.

2.6 Other Termination. Either party may terminate this Agreement immediately upon written notice in the event that the other party is adjudged insolvent or bankrupt, or if any proceedings are instituted by either party (or against it, if not dismissed within ninety (90) days of filing) seeking relief, reorganization, or other arrangement under any laws relating to insolvency, or upon the assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of its property or assets, or upon the liquidation, dissolution or winding up of its business.

2.7 Assignment Upon Termination. Upon termination of this Agreement for any reason, COMSYS shall either terminate, or assign to the State or the State's designee, the IT Services Suppliers' Participation Agreements as directed by the State. COMSYS shall cooperate with the State in the transition of the VMS Program, including all of the data that resides in the VMS System applicable to this Agreement, to another third party or to an internal State resource and, if requested by the State, shall provide it with on-site transition services for a reasonable period of time. If COMSYS is no longer receiving its Fee hereunder, such transition services shall be provided at current market rates.

2.8 Termination for Misappropriation / Non appropriation. The State reserves the right to terminate this Agreement without penalty, due to COMSYS' misappropriation of funds, or in the event that the Legislature fails to appropriate the funds necessary to complete this Agreement. If possible, the State shall provide reasonable advance notification in the event that funds are not appropriated, and the State shall not authorize work to be performed by COMSYS if funds have not been appropriated. Termination due to non-appropriation shall be considered a termination for the State's convenience in accordance with Section 2.3 (Termination for Convenience).

2.9 Termination Due to Insufficient Agency Participation. No earlier than nine (9) months after initial implementation of the VMS Program, COMSYS may submit a written request for termination of this Agreement based upon a good faith determination that this Agreement cannot be performed by it without material losses to COMSYS due to insufficient Agency participation in the VMS Program. For the purposes of this Section 2.9, and not as a guarantee of the State's annual spend, the parties agree that the volume of IT Services Supplier business run through the VMS Program must be reasonably projected to be less than \$10,000,000 annually for Agency participation to be deemed "insufficient" hereunder. The State agrees to perform a good faith review and evaluation of the VMS Program, including a review and evaluation of all documentation presented by COMSYS. The State shall not

unreasonably withhold its consent to terminate this Agreement if requested by COMSYS in accordance with these provisions. If the State consents to the termination of this Agreement hereunder, such termination shall be effective no less than ninety (90) days and no more than one hundred twenty (120) days from the date of COMSYS' written request. In the event of a termination of this Agreement by COMSYS pursuant to this Section 2.9, COMSYS shall cooperate with the State to find a provider of a new program and system to replace those provided by COMSYS hereunder. Termination due to insufficient Agency participation shall be treated as a Termination for Convenience under Section 2.3.

ARTICLE III. VENDOR MANAGEMENT SERVICES

3.1 COMSYS shall provide the Vendor Management Services described in **Attachment A** pursuant to each Requisition Acceptance. COMSYS, in coordination with State, shall develop an implementation plan for Vendor Management Services to be provided, including a schedule of implementation of the VMS for State and Local Agencies, and shall submit the same to State within thirty (30) days of the Effective Date. This shall be a mandatory statewide contract for all State Agencies, but shall be an optional contract for Local Agencies.

3.2 COMSYS shall work with the State to develop the State's Business Rules for the implementation and maintenance of the VMS Program (the "Business Rules"). These Business Rules shall further define COMSYS' role in managing the IT Services Suppliers (which may or may not be consistent across all job categories and/or across the geographic area of the VMS Program) and in interacting with State Agencies (including corporate, management, or operational users). These Business Rules shall be as agreed to by the Parties in writing and shall be attached to and become part of this Agreement as **Attachment B**. COMSYS shall agree to any Business Rules reasonably proposed by State. Any proposed changes to these Business Rules shall be discussed in good faith by the Parties and agreed changes shall be as set forth in writing signed by the Parties as an amendment to this Agreement.

3.3 COMSYS shall develop a package of documentation and explanatory materials with the help of the State for distribution to the IT Services Suppliers so as to facilitate the efficient and effective rollout of the VMS Program with the IT Services Suppliers upon deployment. COMSYS shall distribute to the IT Services Suppliers a VMS Program implementation package that shall include (a) a letter of introduction to the VMS Program; (b) an End User Confidentiality and Nondisclosure Agreement for the use of software to be accessed by IT Services Suppliers (if applicable); (c) a COMSYS VMS Program supplier package, including a Supplier Participation Agreement and questionnaire; and (d) any other documentation provided by State regarding State's required terms and conditions, safety and Human Resources policies and procedures, or any other State policies and procedures as directed by State. **An Engagement for the State may require additional specific procedures, rules, and security provisions that shall be agreed to by the IT Services Supplier before Requisition Acceptance.** COMSYS shall negotiate the terms of the COMSYS Supplier Participation Agreement with the IT Services Suppliers in accordance with the Business Rules and COMSYS' own VMS Program supplier procedures. All Supplier Participation Agreements shall be identical for all IT Services Suppliers. The Supplier Participation Agreement shall be signed by both the IT Services Supplier and COMSYS prior to an IT Services Supplier being allowed to participate in the VMS Program.

3.4 COMSYS shall develop an information package describing the VMS Program for distribution to State and State and Local Agencies, and provide appropriate training, including instructions on approval procedures.

3.5 Effective upon the deployment of the VMS Program to a State or Local Agency, State Requisitions for IT Services Supplier Personnel from that respective State or Local Agency shall be placed in the VMS System in accordance with the Business Rules. Notwithstanding the foregoing, the State reserves the right to determine that its IT services needs are best procured through its own Request for Bids or Request for Proposals process, rather than through the VMS System.

3.6 The State or Local Agency shall be responsible for establishing Engagement start and end dates. Engagements estimated to be for a duration of more than three (3) years or that will entail payment of more than one million dollars (\$1,000,000) to a single IT Services Supplier in one (1) year cannot be processed through the VMS System or handled through the VMS Program without the prior written consent of the State's Contract Manager. COMSYS shall monitor all State and Local Agency Requisitions for such Engagements and costs, and shall promptly inform any such Agency and the State's Contract Manager that the VMS System cannot process such a Requisition. In some cases, the State or Local Agency project's end date will extend past the agreed Engagement end date. The Personnel may continue to provide services to that State or Local Agency for that project until it is completed or terminated, provided that the three (3) year Engagement limitation is not exceeded. Approval to continue with any specific Engagement for more than three (3) years, or to make payment of one million dollars (\$1,000,000) or more in one (1) year for such Engagement may only be granted by the State Contract Manager in writing.

3.7 COMSYS shall use commercially reasonable efforts to locate and obtain from State-approved IT Services Suppliers IT Services Personnel that meet the State's written specifications in a Requisition, consistent with the Business Rules. Personnel shall bring an appropriate set of skills to any Engagement, but each State or Local Agency shall have ultimate responsibility for managing the completion of the project involved. Security and background checks of Personnel may be required, based on the State or Local Agency involved and the sensitivity of the project. The State and Local Agency shall initiate the security check and the IT Services Supplier shall be required to address all security concerns. COMSYS shall further resolve any issues between the State and the IT Services Suppliers concerning Personnel, including issues relating to bill rate adjustments, time reporting discrepancies, terminations and/or extensions of assignments, and any other dispute regarding performance.

The State or Local Agency engaging services of an IT Services Supplier hereunder shall evaluate the Personnel's performance following the completion of a project. Evaluations shall be made available to other State and Local Agencies via a central repository of evaluations ("Evaluation Repository"). Evaluations shall constitute "public records" under Wisconsin law and shall be available for inspection and copying. Before being placed in the Evaluation Repository, all evaluations shall be reviewed by the specific evaluator's supervisor and the IT Services Supplier. Such evaluation(s) may be reviewed by the State and be used for evaluating future Candidate Offers. Comsys shall encourage Agencies to submit Personnel evaluations for each Engagement. Resistance to this request and/or submittal of evaluations that appear to be bogus shall be reported to the Contract Manager.

The IT Services Supplier shall allow a State or Local Agency the 'first right of refusal' on any re-engagement Personnel by the IT Services Supplier. Stated in other words, prior to committing or reassigning currently engaged Personnel, the IT Services Supplier must contact the State or Local Agency involved and allow it to either extend its Engagement or release the Personnel at the end of the Engagement.

During an Engagement, if additional staff training is requested by a State or Local Agency, the IT Services Supplier and the State or Local Agency shall agree to one of the following options:

A) Training costs to be borne by the State or Local Agency and NO hourly rate to be charged while the Personnel is in training.

B) Training cost to be borne by the IT Services Supplier and the State or Local Agency to be charged an hourly rate.

3.8 Notwithstanding anything to the contrary herein, the State acknowledges and agrees that in connection with performing Vendor Management Services hereunder COMSYS shall use software products licensed from one or more third parties selected solely by COMSYS and may use the services of personnel of such licensors in connection with the Vendor Management Services, including, but not limited to, the maintenance, implementation and operation of such software products; provided, however, that all such personnel shall be subject to the same standards for engagement of any employee of COMSYS. Further, the hosting of the website over which certain Vendor Management Services hereunder shall be provided may be maintained by COMSYS or by a third party selected solely by COMSYS. In addition, COMSYS shall use a third party selected solely by COMSYS to provide back-up/recovery services and co-location services in the event that the website used by COMSYS to provide Vendor Management Services should experience technical or other difficulties.

3.9 COMSYS shall utilize a vendor management software tool (the "Software") in connection with the acquisition, tracking, reporting and invoicing of the services of the IT Services Suppliers for the State hereunder. The Software may be proprietary to COMSYS or may be a third party product, as may be agreed by COMSYS and the State. COMSYS shall provide the State (including Local Agencies) and the IT Services Suppliers with access to the Software for the purposes posting and responding to Requisitions and timekeeping for the Personnel. In such case, COMSYS shall provide the State and the IT Services Suppliers with passwords and access instructions for the Software, provided that the State and the IT Services Suppliers having access to the Software shall have signed COMSYS' or the third party provider's End User Confidentiality and Nondisclosure Agreement, as applicable.

3.10 COMSYS shall work with the State to develop performance metrics for measuring the on-going performance of the IT Services Suppliers and to report to the State on the results thereof on a quarterly basis or as requested. COMSYS shall work with the State to develop performance metrics for its own performance under this Agreement, including its continued assistance to the State in increasing its administrative efficiencies and costs savings resulting from the VMS Program, and shall report to the State on the results thereof on a quarterly basis or as requested.

3.11 COMSYS shall identify and assist the State in identifying "best practices" for the IT Services Suppliers, and shall provide same to the IT Services Suppliers from time to time at the direction of the State.

3.12 COMSYS shall communicate with the State on a regular basis regarding the status of the rollout of the VMS Program to the IT Services Suppliers. COMSYS shall further communicate with the State regarding the failure of any IT Services Supplier to appropriately complete the implementation package and the failure of any IT Services Supplier to comply with the terms and conditions of their Supplier Participation Agreements or the Business Rules. COMSYS shall follow the escalation/termination process established in the Business Rules to reprimand or terminate such IT Services Supplier from the VMS Program. If eliminated from the VMS Program, such IT Services Supplier shall cease to receive any further Requisitions, and shall not be allowed to be a subcontractor or a consortium member with an IT Services Supplier enrolled in the VMS Program.

3.13 A State or Local Agency's approval of a Personnel's time records shall constitute the State or Local Agency's agreement to pay for such approved time at the applicable hourly rate. Notwithstanding the foregoing, a State or Local Agency's approval of a Personnel's time records shall not constitute acceptance of the work performed, and shall not operate as a waiver of the State or Local Agency's rights under the respective IT Services Supplier's Supplier Participation Agreement, including, but not limited to the warranty provision.

3.14 A State or Local Agency shall receive a detailed, consolidated and itemized invoice for all time entered by Personnel during the previous Billing Period that had been approved by the State or Local Agency charged at the hourly rates approved during the Requisition Acceptance reflected in the VMS System and in effect for such Engagement. The State or Local Agency agrees to pay properly submitted invoices within thirty (30) days of receipt of such invoice. Invoices presented for payment shall be submitted to the correct State or Local Agency address for processing in accordance with the Business Rules or, if applicable, instructions contained on the purchase order, including reference to such purchase order. Cut-off dates for the entry of time by Personnel and indication of State or Local Agency's approval of such time shall be as set forth in the Business Rules. In the event of a good faith dispute by a State or Local Agency, the State or Local Agency's obligations to pay invoices hereunder shall be governed by and subject to s. 16.528, Wis. Stats.

3.15 Upon receipt of payment by the State or Local Agency to COMSYS for the consolidated periodic invoice, COMSYS shall pay the IT Services Suppliers for the IT Services Supplier invoices reflected therein, less COMSYS' administrative fees as set forth in Section 1.5 of this Agreement.

3.16 COMSYS shall provide to the State such standard reports regarding the IT Services Suppliers and/or the VMS Program as the Parties may from time to time agree in writing. Ad-hoc reports shall be considered if standard reports do not provide reasonably required information to State. Standard reports shall be defined in the Business Rules. Ad hoc reports shall be determined on an as needed basis between the State's Contract Manager and COMSYS

3.17 COMSYS shall provide help-desk support relating to COMSYS' Vendor Management Services. The first level help-desk support personnel shall be located in Madison, WI.

3.18 COMSYS shall advise and work with the State's Contract Manager as the need arises to revise the rate card(s) and change or add to existing Personnel job descriptions. At least annually, the COMSYS shall review all rates cards and job descriptions and advise the State's Contract Manager accordingly.

3.19 During the Agreement Term, COMSYS shall provide training at multiple levels for each of the State and Local Agencies as agreed to by the Parties. Training shall cover the use of the Software, if applicable, as well as processes and procedures of the VMS Program. COMSYS may set minimum attendance requirements for any web seminars or classroom training sessions and State shall make all reasonable efforts to ensure that the minimum number of State or Local Agencies employees attend. Training provided by COMSYS during the Term may be provided by a combination of the following: (a) scheduled web seminars (on line training); (b) alternative training, including stand-up classroom training; (c) full user documentation including on line user guides; (d) help screens in the Software; and (f) new release update training. The type of training to be conducted by COMSYS shall be determined by agreement of the Parties as needs arise during the Term.

3.20 The Vendor Management Services shall be provided by a team of COMSYS personnel as set forth in a project charter (the "Project Charter") that will be delivered to the State by COMSYS. The responsibilities, services to be performed, and the location of each of the COMSYS teams will be included in the Project Charter. The number of Comsys personnel provided in each team shall be itemized in the Project Charter. COMSYS reserves the right at all times during the Term to adjust the numbers and skill sets of the team members as reasonably required by the size and nature of the VMS Program at the time. The State's Contract Manager may request immediate removal of any COMSYS personnel located in Madison, Wisconsin and assigned to provide Vendor Management Services under this Agreement, for any reason, including but not limited to performance problems related to this Agreement. The Contract Manager may request that the individual be removed immediately, and COMSYS shall have ten (10) working days in which to provide a replacement acceptable to the State.

3.21 Prior to registration of any State or Local Agency into the VMS System, COMSYS, in coordination with the State, shall develop a standard State or Local Agency Requisition document.

3.22 The State shall approve the Supplier Participation Agreement and, throughout the Term of this Agreement, shall approve any amendments to the form of Supplier Participation Agreement or any IT Services Supplier's Supplier Participation Agreement which reasonably relate to or affect the legal or business issues of the State, provided, however, that such approval rights shall not imply any right to require COMSYS to accept any terms that impose additional administrative burdens, costs or expenses in fulfilling its obligations hereunder or to reduce the revenues that it would otherwise receive by the terms of this Agreement.

Any provision required by the State to be included in a Supplier Participation Agreement shall be for the benefit of the State and COMSYS agrees to expressly make the State a third-party beneficiary of any such provisions. The Supplier Participation Agreement shall contain all provisions expressly required in this Agreement, as well as a description of all processes critical to acquiring and maintaining IT Services Supplier Personnel under this Agreement, including without limitation, provisions regarding placement rates, renewals, adjustments of supplier personnel rates and non-binding mediation by State of disputes with COMSYS or any IT Services Supplier. No Supplier Participation Agreement shall deviate from the form

approved by State without the prior written consent of State. The State prefers identical Supplier Participation Agreements; therefore deviations shall not be approved unless determined by the State to be in the State's best interests.

ARTICLE IV. REQUISITIONS

4.1 During the Term of this Agreement, COMSYS may receive Requisitions for Personnel from a State or Local Agency and respond thereto with a IT Services Supplier Candidate Offer. COMSYS shall use commercially reasonable efforts to locate and obtain from State-approved IT Services Suppliers such Personnel according to the written specifications in a Requisition. Each instance whereby Comsys is unable to locate qualified Personnel to meet the Agency's needs, Comsys shall provide documentation to the Contract Manager identifying the type of personnel and the reasons that the Requisition could not be fulfilled (e.g, State's job descriptions do not include this type of experience or qualification, vendor's will not adhere to the rate card rate, Agency request too restrictive, etc.).

4.2 Each Candidate Offer shall contain detailed information on the IT Services Supplier Candidate, including, but not limited to, a completed skills profile, resume and an hourly rate quote. The hourly rate must include the candidate's hourly wages, including benefits. If a Requisition requires special equipment and/or services for the assignment, the Candidate Offer shall confirm that such special equipment and/or services can be provided and a quote for same.

4.3 For any and all Personnel provided to a State or Local Agency hereunder, said State or Local Agency shall enter into the VMS System an Agency Acceptance. An Agency Acceptance shall be deemed to incorporate by reference the terms and conditions of this Agreement. An Agency Acceptance shall set forth the names, hourly rates and labor classifications of any Personnel offered thereunder, and a general description and anticipated duration of the Engagement. In addition, a Purchase Order from the Agency may be required.

4.4 A State or Local Agency shall issue a new Requisition for each new project, and may not transfer any current Personnel provided by an IT Services Supplier to another project. A State or Local Agency shall not be allowed to add Personnel from an IT Services Supplier currently providing Personnel to said Agency under a Requisition unless the original Requisition required more than one individual to fulfill its IT Services needs.

4.5 COMSYS shall notify all IT Services Suppliers of every Requisition submitted by State and Local Agencies, except when the estimated total cost of services does not exceed \$25,000 or except as directed in writing by the State's Contract Manager.

4.6 The State agrees that COMSYS may respond to Requisitions with Candidate Offers from an IT Services Supplier that is affiliated with COMSYS, provided, however, that any such Candidate Offer shall be treated, processed or administered by COMSYS in strict accordance with the Business Rules (including, but not limited to, any Business Rules specifically pertaining to the participation in the VMS Program by a COMSYS affiliate), and further provided that COMSYS shall not intentionally give either an affiliated IT Services Supplier or any other IT Services Supplier any advantage in the VMS Program in violation of the Business Rules except at the express direction of the Contract Manager or the respective Local Agency. A material breach by COMSYS of its obligations under this Section 4.6 shall entitle the State,

in its sole discretion, to immediately upon written notice terminate this Agreement for cause pursuant to Section 2.2.

ARTICLE V. PRIMARY CONTACTS

5.1 COMSYS and the State respectively appoint the individuals designated on **Attachment C**, attached hereto and made a part hereof, to act as their primary contacts (the "Primary Contacts"). Each Primary Contact shall have overall responsibility for his or her party's communications regarding performance of both Parties under this Agreement and shall have approval authority for all operational matters. Each Party shall notify the other Party upon changing its Primary Contact.

Subject to and in accordance with the terms of this Agreement, the Primary Contacts shall meet at least quarterly to review each Party's performance, coordinate the provision of services hereunder, and to discuss the State's future requirements.

5.2 All communications between a State or Local Agency and an IT Services Supplier regarding any contractual matter under this Agreement, or related to a Requisition or an Engagement, shall be made through COMSYS through an established process. COMSYS shall ensure that this communication process is made known to both all State and Local Agencies and IT Services Suppliers.

ARTICLE VI. STATE RESPONSIBILITIES & COMSYS ASSUMPTIONS

6.1 The State shall provide an executive sponsor who shall champion and support the implementation of the VMS Program. State's designated executive sponsor shall be the Administrator of the Division of Enterprise Operations in the Department of Administration.

6.2 The State shall commit the necessary technical and management resources to fully support the Vendor Management Services under this Agreement and the effective implementation and management of the VMS Program as agreed by the Parties in writing.

6.3 The State shall provide access to all required internal and confidential information as necessary for COMSYS' successful performance of the Vendor Management Services hereunder.

6.4 The State shall ensure that the State or Local Agency' websites that are to be part of the VMS Program shall be web-enabled prior to the deployment of the VMS Program on the respective State or Local Agency' websites.

6.5 The State shall initiate communications to the IT Services Suppliers prior to implementation of the VMS Program to introduce COMSYS and the VMS Program.

6.6 The State acknowledges that COMSYS cannot guarantee the performance of systems, hardware, communications networks, the Internet, software products, or personnel who are not COMSYS employees, or who are not subcontractors of COMSYS providing Vendor Management Services hereunder

6.7 The State shall participate in regularly-scheduled meetings with COMSYS to provide feedback and support to facilitate COMSYS' successful completion of the Vendor Management Services hereunder. State shall identify and make available key internal support resources to facilitate such meetings as necessary and to provide information and feedback.

6.8 Neither the State nor any State Agency shall be responsible for the obligations or liabilities of any Local Agency hereunder, nor shall the State or any State Agency be responsible for any act or omission of any Local Agency under this Agreement. Any Local Agency that utilizes this Agreement shall be responsible for its own acts or omissions hereunder.

ARTICLE VII. INVOICING, PAYMENT AND COMPENSATION

COMSYS shall electronically submit to each State or Local Agency on a periodic basis as set forth in the Business Rules a detailed, consolidated and itemized invoice for the services of the IT Services Suppliers' Personnel for the immediately preceding Billing Period. The State or Local Agency, as the case may be, shall pay COMSYS the amount invoiced within thirty (30) days after receipt of the electronic invoice, provided that the time worked and services performed have been approved by the State or Local Agency. If the State disputes a portion of an invoice, it may withhold payment of the dispute amount and shall pay the remainder of the invoice without delay, or may request that COMSYS submit a new invoice for any amount that the State does not dispute. The State shall notify COMSYS of the specific grounds for its dispute (including the name of the IT Services Supplier Personnel and the Billing Period involved) on or before the date the payment of such invoice is due or made. Within seven (7) days of receipt of the State's payment of an invoice, COMSYS shall pay the IT Services Suppliers for the IT Services Supplier invoices reflected therein, less COMSYS' Fee. Payments to IT Services Suppliers shall be by check unless otherwise agreed to by the Parties. COMSYS shall invoice a State or Local Agency for the services of an IT Services Supplier only after the implementation of the VMS Program at such Agency and after such Agency's personnel have been trained to use the VMS System.

ARTICLE VIII. INDEPENDENT CONTRACTOR

8.1 COMSYS, the State, IT Services Suppliers and Personnel are independent contractors with respect to the performance of all work to be performed hereunder and neither COMSYS, any COMSYS personnel, IT Services Suppliers nor any Personnel shall be deemed for any purpose to be an employee, agent, servant or representative of the State or any State or Local Agency.

8.2 Neither COMSYS, COMSYS personnel, IT Services Suppliers, nor Personnel shall participate in any of the State's IRS qualified benefit plans nor shall they be entitled to receive any benefits under any employee benefit plan or program of any kind maintained by State (unless such benefits had already been earned by these personnel as former State employees or retired State employees).

8.3 This Agreement does not and shall not be construed to create any partnership or agency whatsoever. Neither COMSYS, COMSYS personnel, IT Services Supplier nor any Personnel shall be deemed to be a partner, agent or legal representative of the State for any

purpose other than the purpose of this Agreement as set forth in the previous paragraph, nor shall COMSYS, COMSYS personnel, IT Services Supplier nor Personnel have any authority or power to act for, or to undertake any obligation or responsibility on behalf of the State or any State or Local Agency other than as expressly herein provided.

ARTICLE IX. TAXES

9.1 COMSYS recognizes that the State is exempt from payment of all federal tax and Wisconsin state and local taxes, including Wisconsin sales or use taxes, on its purchases except in regard to Wisconsin excise taxes. State may be subject to other states' taxes on its purchases in that state depending on the laws of that particular state.

9.2 COMSYS shall forthwith pay all taxes lawfully imposed upon it with respect to this Agreement or any product delivered in accordance herewith. The State makes no representation whatsoever as to the liability or exemption from liability of the COMSYS to any tax imposed by any governmental entity. Upon request the State shall provide COMSYS with a certificate of any tax exemptions, which apply, to this Agreement. The State's tax exempt number shall be placed on all State Purchase Orders issued pursuant to this Agreement.

9.3 COMSYS covenants to include in each IT Services Supplier Participation Agreement substantially the following provision:

"IT Services Supplier shall forthwith pay all taxes lawfully imposed upon it with respect to this agreement or any product delivered to State or State or Local Agency in accordance herewith. Neither COMSYS nor the State make any claim whatsoever as to the liability or exemption from liability of the IT Services Supplier to any tax imposed by any governmental entity, and shall not reimburse the IT Services Supplier or pay any tax that is listed on any invoice."

ARTICLE X. EXISTING IT SERVICES CONTRACTS: TRANSFER AND ASSIGNMENT, STATUS DURING ROLLOUT PERIOD

10.1 Existing IT Services Contracts. The State hereby declares, and COMSYS acknowledges, that the State has approximately seventy (70) IT services contracts (the "State IT Services Contracts") with various contractors extant on the Effective Date of this Agreement ("Pre-existing IT Services Suppliers").

Upon the Effective Date, COMSYS shall provide the Pre-existing IT Services Suppliers with a Supplier Participation Agreement that will enroll the Pre-existing IT Services Suppliers into the VMS Program as IT Services Suppliers. Effective upon the full implementation of the VMS Program at a specific State or Local Agency, the IT Services Suppliers' current Engagements for the specific State or Local Agency shall be transitioned from the IT Services Suppliers' respective State Services Contracts to the IT Services Suppliers' respective Supplier Participation Agreements. COMSYS shall not invoice a State or Local Agency for the services of an IT Services Supplier until the VMS Program has been fully implemented at such Agency. Under no circumstances shall an IT Services Supplier or Engagement be transitioned into the VMS Program if it was not first procured using the IT Services Supplier's State IT

Services Contract, nor may COMSYS collect a Fee for any such IT Services Supplier or Engagement.

10.2 Status of IT Services Contracts During VMS Program Rollout. The Parties acknowledge and agree that while State (but not Local) Agencies are transitioning into the VMS Program, the services being provided to such State Agencies by the Pre-existing IT Services Suppliers shall continue to be governed by the terms and conditions of the applicable State IT Services Contracts until full implementation of the VMS Program at such State Agency and until such Pre-existing IT Services Suppliers have enrolled in the VMS Program as IT Services Suppliers and have signed Supplier Participation Agreements.

ARTICLE XI. OWNERSHIP OF WORK PRODUCT, COPYRIGHTS, PATENTS, TRADEMARKS AND OTHER MATTERS

11.1 Title to all plans and specifications and technical data, including, but not limited to, drawings, flow diagrams, layout details and specifications, computer programs and the contents thereof furnished to COMSYS by the State hereunder shall remain the property of the State. COMSYS shall execute any assignments, applications or other instruments as may be necessary to carry out the foregoing.

11.2 Notwithstanding the foregoing paragraph, all copyrightable works that IT Services Suppliers, or Personnel create and have created at the request and direction of the State pursuant to a Supplier Participation Agreement to this Agreement (including, but not limited to, documents, computer programs, software, literary works, pictorial works, graphic works, sculptural works, audiovisual works, sound recordings, and architectural works) shall be and are "works made for hire" under federal copyright law. COMSYS shall direct in all Supplier Participation Agreements that IT Services Suppliers and Personnel shall assign to the State any rights they have or may obtain in all copyrightable works that they create or has created at the request or direction of the State, that IT Service Suppliers not use any Personnel to create such works for the State who does not agree beforehand, in writing, (i) that the works are to be works made for hire under federal copyright law or (ii) to assign to the State all rights the person may have or obtain in the works, and to otherwise agree to all the terms of this Article XI. COMSYS shall require that IT Service Suppliers provide COMSYS and the State with copies of all such "work for hire" and any related assignment agreements before any Personnel participates in the creation of any copyrightable work for the State.

ARTICLE XII. LIMITED WARRANTY

12.1 COMSYS warrants that it shall provide the Vendor Management Services hereunder utilizing care and skill in accordance with customary industry standards. In the event that COMSYS materially breaches this warranty, the State shall promptly notify COMSYS in writing and shall allow COMSYS the opportunity to re-perform at COMSYS' sole cost that aspect of its Vendor Management Services which failed to meet the standard of care set forth herein. The State must make any claim for breach of this warranty by written notice to COMSYS within sixty (60) days of performance of such deficient Vendor Management Services or within thirty (30) days of the time the State became aware or reasonably should have become aware that such Vendor Management Services were deficient, whichever is later provided that any such

written notice must be provided within one (1) year of the date of performance of such deficient Vendor Management Services.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH HEREIN, COMSYS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES ON ITS SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMSYS MAKES NO WARRANTIES OF ANY KIND RELATED TO SERVICES OR PRODUCTS PROVIDED BY THIRD PARTIES, INCLUDING THE IT SERVICES SUPPLIERS OR PRE-EXISTING IT SERVICES SUPPLIERS.

12.2 COMSYS warrants that it shall comply with all federal, state and local laws, rules or regulations, including but not limited to, those regarding compensation, hours of work, conditions of employment and equal opportunities for employment.

12.3 Further Warranties and Assurances. COMSYS further covenants that with respect to each Supplier Participation Agreement it shall require that such IT Services Supplier (including any subcontractor or consortium member thereof), with respect to itself and any Personnel providing services hereunder, expressly warrant for the benefit of the State that the services to be performed by IT Services Supplier for any State or Local Agency shall be performed in a workmanlike manner, subject to the supervision and instructions provided by the State or Local Agency, as applicable. Such Supplier Participation Agreement shall further require that the IT Services Supplier warrant that all work assigned and performed by it (or its Personnel) shall be performed substantially in accordance with the requirements of the State or Local Agency for whom such services are being performed. Each IT Services Supplier shall be further required to represent that all work assigned by a State or Local Agency through the VMS System shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other providers of similar services under similar circumstances at the time services are provided.

Any other provision of this Agreement notwithstanding, the State understands that COMSYS shall have no liability to the State for any action or inaction of any IT Services Supplier or for any officers, directors, employees or agents of any IT Services Supplier (including Personnel), whether such action or inaction may constitute a breach of contract or tort related to the Supplier Participation Agreement, the IT Services Contract, or otherwise; provided that the foregoing shall not act to relieve COMSYS from liability for any damages incurred due to any action or inaction of COMSYS which may constitute a breach of this Agreement related to the VMS System or the Vendor Management Services or any tort related to the VMS System or the Vendor Management Services for which COMSYS would be otherwise responsible.

ARTICLE XIII. INSURANCE

13.1 COMSYS, from the time of commencement of the performance of Vendor Management Services, shall obtain and maintain at its sole cost and expense to cover COMSYS' provision of Vendor Management Services hereunder, and shall require the same of all IT Services Suppliers and Personnel through the Supplier Participation Agreements as set forth in Section 13.3 below, the following types and amounts of insurance:

- (a) Worker's compensation insurance as required by Wisconsin Statutes for all employees engaged to provide Vendor Management Services hereunder;
- (b) Commercial general liability insurance, with limits of at least one million dollars (\$1,000,000), covering bodily injury and property damages, including products liability and completed operations;
- (c) Automobile liability insurance, with limits of at least one million dollars (\$1,000,000) per occurrence combined single limit, covering owned, non-owned and hired vehicles used in connection with the Vendor Management Services hereunder.

13.2 COMSYS shall provide the State with a certificate of insurance stating that such policies are in effect and that they shall not be cancelled or materially changed without providing the State with thirty (30) days prior written notice.

13.3 COMSYS shall include in all of its contracts with its subcontractors and in the Supplier Participation Agreements with IT Services Suppliers providing Personnel hereunder insurance requirements similar or greater than as set forth herein to cover services provided by such subcontractor's personnel or IT Services Supplier's Personnel. COMSYS shall require all such subcontractor and IT Services Suppliers to provide COMSYS with certificates of insurance stating that such policies are in effect and shall not be cancelled or materially changed without providing COMSYS and State with thirty (30) days prior written notice. COMSYS shall provide State with copies of such certificates of insurance upon request.

ARTICLE XIV. INDEMNIFICATION

14.1 Infringement Indemnification. COMSYS shall indemnify, defend, and hold harmless State and its directors, officers, employees and agents (the "State Indemnified Parties") against any and all losses, liabilities, judgments, awards and costs (including reasonable legal fees and expenses) in any claim, action, suit or proceeding (individually and collectively, "Claim") arising out of an allegation that the Vendor Management Services provided by COMSYS (including the VMS System) infringes any third party's copyright, trade secrets, patent, trademark or any other intellectual property right. COMSYS shall have no obligation under this provision for any Claim if COMSYS has offered such modified or replacement technology, and the Claim or liability results from State's failure to use the modified or replacement technology. Further, COMSYS shall have no obligation under this provision for any Claims that result from: (i) use of deliverables in a combination with materials, services or products not supplied by COMSYS, if such deliverables would not have infringed the copyright or trade secret of the party bringing the Claim absent such combination; or (ii) modifications to the deliverables by any party other than COMSYS, if such deliverables would not have infringed the copyright or trade secret of the party bringing the Claim absent such modifications.

14.2 Bodily Injury and Property Damage. COMSYS shall indemnify, defend and hold harmless the State Indemnified Parties from and against any and all Claims relating to bodily injury or death or damage to tangible personal property to the extent arising directly out of any negligent or wrongful act or omission of COMSYS, its employees, COMSYS' or agents in the course of performing COMSYS' obligations hereunder. COMSYS shall ensure that all IT Services Suppliers provide this indemnification to the State under the Supplier Participation Agreements.

14.3 COMSYS shall only be obligated to provide indemnification under this Article XIV if the State: (a) notifies COMSYS promptly in writing of the Claim; (b) permits COMSYS sole control to defend, compromise or settle the Claim (provided COMSYS may not settle any Claim without the consent of the State Indemnified Parties where the settlement involves a remedy other than the payment of money); and (c) provides all available information, assistance and authority at COMSYS' reasonable expense to enable COMSYS to defend the Claim. The State Indemnified Parties may participate in the defense or settlement of any Claim at its own expense. Under no circumstances shall COMSYS be required to indemnify State Indemnified Parties hereunder for Claims arising out of actions or inactions of an IT Services Supplier or its Personnel.

14.4 The foregoing Section 14.1 is COMSYS' and State's sole and exclusive remedy with respect to claims of infringement of intellectual property rights of any kind.

ARTICLE XV. LIMITATIONS OF LIABILITY

15.1. ACTUAL DAMAGES. EXCEPT WITH RESPECT TO SECTIONS 14.1 AND 14.2 OF THIS AGREEMENT, COMSYS' LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE ACTUAL DAMAGES.

15.2. NO CONSEQUENTIAL DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 15.1 ABOVE, IN NO EVENT SHALL COMSYS OR STATE BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES, DATA, USE, ANY OTHER ECONOMIC ADVANTAGE, INCURRED BY COMSYS OR STATE ARISING OUT OF OR RELATING TO THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF COMSYS OR STATE RESPECTIVELY, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

15.3. BASIS OF AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF WARRANTIES IN ARTICLE XII, THE INDEMNITIES IN ARTICLE XIV, AND THE LIMITATIONS OF LIABILITY IN THIS ARTICLE XV REPRESENT THE AGREED AND BARGAINED FOR UNDERSTANDING OF THE PARTIES, AND THAT COMSYS' RATES AND STRUCTURE OF COMPENSATION FOR THE SERVICES REFLECT SUCH ALLOCATIONS OF RISK.

ARTICLE XVI. DISPUTE RESOLUTION

The Parties shall meet and confer in good faith on all matters of common interest or all controversies, claims, or disputes ("Disputes") which materially affect the performance of either Party under this Agreement. As soon as a Dispute is recognized by either Party, it shall communicate the substance of the Dispute to each Party's Primary Contact. Once a Dispute has been raised, the Primary Contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified and communicated. If the Dispute cannot be resolved between the Parties' respective Primary Contacts, then the Parties shall

submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them.

ARTICLE XVII. NOTICE

All written notices under this Agreement shall be posted by overnight delivery with verification of delivery by nationally recognized overnight courier or personally delivered to the other Party at the address set forth below, or any other addresses as either Party may designate by written notice to the other. Any such notice shall be deemed delivered when deposited in the United States mail with postage prepaid or when personally delivered.

COMSYS:

COMSYS Information Technology Services
4400 Post Oak Parkway, #1800
Houston, TX 77027
Attention: General Counsel
Phone: 713-386-1400
Fax: 713-386-1504

Copy To:
COMSYS Information Technology Services, Inc.
9737 Washingtonian Blvd., #500
Gaithersburg, MD 20878
Attention: Contract Services
Fax: 240-778-2777

State:

Karen Aasen, Contract Manager
State of Wisconsin Department of Administration
Bureau of Procurement
101 E Wilson Street, 6th Floor
Madison, WI 53703

ARTICLE XVIII. GENERAL

18.1 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, except that either Party may assign this Agreement to any affiliated company or any successor in interest of itself or an affiliated company.

18.2 Modification. This Agreement may not be modified or amended unless said modification is in writing and signed by authorized representatives of both Parties.

18.3 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF WISCONSIN WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. ANY LITIGATION, ARBITRATION AND MEDIATION REGARDING THIS AGREEMENT SHALL BE BROUGHT IN FEDERAL OR STATE COURTS LOCATED IN WISCONSIN.

18.4 Entire Agreement. This Agreement constitutes the entire Agreement between State and COMSYS with regard to the subject matter hereof, and this Agreement supersedes all prior oral or written agreements or understandings between State and COMSYS.

18.5 Force Majeure. Neither Party shall be considered in breach of this Agreement for its failure to perform or its delay in the performance of any obligation hereunder, except for the State's obligations to pay amounts due hereunder, if the performance of such obligation is prevented or delayed by fire, flood, explosion, war, insurrection, embargo, governmental actions or requirements, military authority, act of God, shortages in the marketplace or any other event beyond the reasonable control of that Party. COMSYS and State agree to take prompt reasonable actions to minimize the effects of any such event or circumstances.

18.6 Cooperation with Other Contractors. In the event that the State has entered into or enters into agreements with other contractors for additional work related to the Vendor Management Services to be rendered by COMSYS hereunder, COMSYS shall reasonably cooperate with such other contractors. COMSYS shall not commit any act that will interfere with the performance of work by any other such contractor.

ARTICLE XIX. Special Terms and Conditions

These terms and conditions apply to COMSYS and, where applicable, to all IT Services Suppliers. It is COMSYS' responsibility to enforce these terms and conditions with IT Services Suppliers on behalf of the State.

19.1 Prime Contractor. COMSYS shall be responsible for the administrative management of the IT Services Suppliers and Personnel as provided in this Agreement. As such, COMSYS will require that all IT Services Suppliers must abide by all of the terms and conditions of this Agreement pertinent to them as such are contained or referenced in the Supplier Participation Agreement. COMSYS shall also be responsible for correcting any problems and resolving disputes that arise between a State or Local Agency and an IT Services Supplier relating to a Requisition or Engagement, including, but not limited to, failure of Personnel to show up for work, Personnel or IT Services Supplier cancellations, performance problems, and billing disputes.

19.2 Minority Business Enterprise Participation. The State is committed to the promotion of minority business in its purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses (MBE's) under §§15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to participate in the performance of its contracts.

19.3 Minority Business Report. COMSYS shall file a quarterly report of supplies and services purchased from Certified MBE sub-contractors in the performance of this Agreement. A list of certified minority businesses, and the services and commodities they provide is available from the Department of Administration, Office of Minority Business Programs, 608-

267-7806. The list is published on the Internet on the DOA web site: <http://www.doa.state.wi.us/section.asp?linkid=1>. Scroll down to Minority Business Program, and then view Report-Certified Vendors. The form for submitting this information linked here. The report shall be submitted even if there is no activity.

COMSYS shall require each IT Services Supplier to submit the report for its firm to COMSYS on a quarterly basis. COMSYS shall consolidate the report onto the required report form, identifying each IT Services Supplier and their certified MBE participation. The dollar amount identified for each MBE in the report shall be for the previous quarter and shall not be a cumulative amount. Failure of any IT Services Supplier to submit the report in a timely basis may be grounds for their removal from the VMS Program and/or termination of the Engagement or Supplier Participation Agreement.

19.4 Usage Reports. COMSYS shall provide detailed electronic usage reports in MS Excel format to the Contract Manager on a monthly, quarterly and annual (coinciding with the State's fiscal year) basis for all personnel working for the State, including Contracted Personnel. The reports for the previous period are to be submitted to the Contract Manager no later than fifteen (15) days after the end of each month (or appropriate quarter). Liquidated Damages shall be assessed under Section 19.5 for any delays in providing usage reports.

The State's fiscal quarters are:

- July 1st through September
- October 1st through December 31st
- January 1st through March 31st
- April 1st through June 30th

The reporting period shall begin on the date of implementation of the Contract. Reports shall be due on July 20th for the previous twelve (12) month period. Consistent late deliveries or non-delivery of required reports shall be considered a breach of this Contract and, at the discretion of the State, may result in cancellation of the award and from bidding on future procurements.

Usage reports (monthly, quarterly and annually-which shall be due by July 20th of each year) shall capture the details as specified in the Business Rules for each order placed, which may include those listed below.

- Vendor Full Legal Name and Address of Vendor who was awarded the engagement
- Date of Invoice
- Invoice Number
- Authorized User Purchase Order Number and Date
- Agency / UW Campus
- Contractor Level (from the rate card)
- Full name of the Contracted Personnel
- Employee Company (if subcontracted or member of a consortium)
- Number of Hours Worked for the period and cumulative
- Employee Pay Rate (Hourly), Overall Bill Rate (Hourly)
- Invoiced Amount – Current Month and cumulative
- Start date and (if applicable) end date

19.5 [Intentionally Deleted]

19.6 Secure Encryption. Any data transmitted over a LAN or WAN must use 128 bit encryption.

19.7 Accessibility. The State requires accessibility compliance with Section 508 of the Rehabilitation Act, 29 USC 794d) at the time of the Effective Date of this Agreement. (See www.section508.gov).

19.8 Browser compatibility. The VMS System must continue to operate with the State's web browser(s) throughout the term of the resulting contract.

19.9 Consent To Breach Not Waiver. The waiver by either Party of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Likewise, such a waiver shall not establish a course of performance between the Parties contradictory to the terms of this Agreement.

19.10 Examination Of Records. The State shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of COMSYS and its subcontractors, involving transactions relating to this Agreement. COMSYS shall retain such material for three (3) years following completion of the Vendor Management Services under this Agreement.

19.11 Site Rules And Regulations. COMSYS shall require that all IT Services Suppliers and Personnel, while on the State's premises or in the presence of State employees, comply with the State's work rules and regulations applicable to the work site.

Neither Party shall require waivers or releases of any personal rights from representatives of the other in connection with visits to its respective premises. The Parties agree that no such releases or waivers shall be pleaded by them in any action or proceeding.

19.12 Travel. COMSYS shall be responsible for travel to and from the main work location. Cost of any travel required and approved in writing by the State outside of the main work location shall be borne by the State or Local Agency and shall pay for approved expenses only at the rates currently in effect for State employees.

19.13 Liquidated Damages. The State declares, and COMSYS acknowledges, that the State may suffer damages due to lack of performance of the terms and conditions of this Agreement by COMSYS. Since it is impractical and extremely difficult to fix the actual damage sustained in the event of any such nonperformance, the State and COMSYS agree that in the event of any such nonperformance, the amount of damage which will be sustained from the nonperformance shall be the following amounts:

- (a) For failing to timely provide usage reports as specified in Sections 3.16 and 19.4: \$500 each week after the 15th of the month that a required report is late;
- (b) For failing to meet any RFS response time deadline: \$400 per occurrence;
- (c) For failing to ensure the timely replacement of Personnel by an IT Services Supplier: \$1000 per occurrence;

(d) For failing to timely replace COMSYS personnel providing Vendor Management Services hereunder upon request by the State: \$500 per occurrence; and/or

(e) For failure to meet any performance standard set forth in this Agreement or the Business Rules: \$500 per occurrence.

Liquidated damages for the failures as set forth in this Section 19.13 shall be assessed upon the State's Contract Manager's notice in writing to COMSYS. Except in the event of a failure by COMSYS to provide usage reports as specified in Sections 3.16 and/or 19.4, the State's Contract Manager's notice shall specify in reasonable detail the alleged failure constituting nonperformance so as to allow COMSYS the opportunity to cure the nonperformance. COMSYS shall have ten (10) business days, after the notice is received, to (i) cure the nonperformance (except for a failure by COMSYS to provide usage reports as specified in Sections 3.16 and/or 19.4); (ii) to show cause to the State's Contract Manager why the assessment is in error; or (iii) to show cause that extenuating circumstances should apply. If the nonperformance is not cured, the assessment is shown to be accurate, or it has not been demonstrated that extenuating circumstances should apply, COMSYS shall issue a check to the Department of Administration in the amount of the assessment. The check shall be forwarded within thirty (30) days of the assessment or the denial of the appeal. COMSYS shall pay said amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any moneys payable to COMSYS and any amount outstanding over and above the amounts deducted from invoices shall be promptly tendered by check by COMSYS to the State. The State may elect, in its sole discretion, to waive the imposition of liquidated damages on a case by case basis, but any such waiver shall not act as a waiver of any subsequent breach, whether such subsequent breach is similar or dissimilar to the breach waived. Upon the assessment of liquidated damages by the State for a third time pursuant to this Section 19.13 or upon the State's third waiver of the assessment of liquidated damages that otherwise would have been due pursuant to this Section 19.13, the State may terminate this Agreement for cause upon notification to COMSYS.

COMSYS shall not be liable for liquidated damages when delays arise out of cause beyond the reasonable control and without the fault or negligence of COMSYS. Delays due to causes of Force Majeure (which are outside of the control of both Parties and could not be avoided by exercise of due care) or due to the responsibility of the State shall extend the dates on a day for day basis; but in every case the delay must be beyond the reasonable control and without the fault or negligence of COMSYS.

19.14 Records Access and Wisconsin Public Records Law. Section 19.36 (3), Wisconsin Statutes, requires that "any record produced or collected under a contract entered into by" a State agency "with a person other than" that State agency must be treated as if it were a record of the agency, and is subject to disclosure under an appropriate request. Generally, "personally identifiable information" (except, in certain cases, an individual's name) is protected from disclosure. Subcontractor's records are available for inspection under this statute. Accordingly, COMSYS shall notify all current and potential IT Services Suppliers through the Supplier Participation Agreement that records related to that agreement may be subject to inspection and copying, and COMSYS shall cooperate with State or Local Agencies to address such record requests.

ARTICLE X. CONFIDENTIAL INFORMATION

20.1 "Confidential Information of COMSYS" means any and all information: (i) clearly marked with a "confidential" legend or other comparable legend in writing, subject to the provisions of the Wisconsin Public Records Law, Subchapter II, Chapter 19 of the Wisconsin Statutes; and/or (ii) as otherwise provided under law.

20.2 "Confidential Information of the State" means any "personally identifiable information" as set forth in subchapter. IV, Chapter 19 of the Wisconsin Statutes, computer programs and data as set forth in §19.36(4) of the Wisconsin Statutes, and any other record specifically exempt from disclosure under the Wisconsin Public Records Law under §19.31 of the Wisconsin Statutes.

20.3 Confidential Information shall not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of either party in breach of this Agreement; (b) such information was received by the receiving Party, other than under an obligation of confidentiality, from a third party who had no obligation of confidentiality to the other Party; (c) such information was in the possession of the receiving Party at the time of the disclosure or was independently developed by the receiving Party; or (d) any applicable regulation, court order or other legal process requires the disclosure of such information, provided that prior to such disclosure the disclosing Party shall give notice to the other party so that the other Party may take reasonable steps to oppose or limit such disclosure, and that the disclosing Party does not disclose any more information than necessary to comply with such legal process. The burden of proof that Confidential Information falls into any one of the above exemptions shall be borne by the Party claiming such exemptions.

20.4 The Parties shall keep in confidence all of the other party's Confidential Information, and shall only use such Confidential Information as required for performance of such Party's respective duties and obligations under this Agreement, and within the limits of the Wisconsin Public Records Law shall not disclose such Confidential Information without the other Party's prior written consent. Neither Party shall disclose the other party's Confidential Information to any person except its own employees or COMSYS' employees to whom it is necessary to disclose the Confidential Information for purposes permitted under this Agreement and who have agreed to receive it under terms at least as restrictive as those set forth in this Article XX. Each Party shall take reasonable measures to maintain the confidentiality of the other Party's Confidential Information, but never less than the standard of care that an ordinarily prudent business person would exercise to maintain the secrecy of its own confidential information. Each Party shall give the other party immediate notice of any unauthorized use or disclosure of the other Party's Confidential Information of which it becomes aware.

20.5 Upon termination of this Agreement, or sooner upon written request, each Party shall return to the other all documents, drawings, specifications, technical information, calculations or other such documents, including copies and excerpts thereof, which contain Confidential Information or certify to the other that such have been destroyed or deleted from the Party's computer system(s).

20.6 In the event of a breach or threatened breach by a party of any of the provisions of this Article XX, the non-breaching Party shall be entitled to seek an injunction restraining the

breaching Party from disclosing, in whole or in part, such Confidential Information. Nothing herein shall be construed as prohibiting the non-breaching Party from pursuing any other remedies available to them for such breach or threatened breach, including the recovery of damages from the breaching Party. The provisions of this Article XX shall survive the expiration and/or termination of this Agreement.

20.7 COMSYS will maintain (and will provide to the State upon request) relevant business and accounting records pertaining to the Vendor Management Services provided hereunder and proof of required permits and licenses, for a period of time as required by applicable law, but not for less than three (3) years following the termination or expiration of this Agreement. All accounting records will be maintained in accordance with generally accepted accounting principles.

IN WITNESS WHEREOF, these Parties have executed this Agreement as of the date first set forth above.

Department of Administration, on behalf of the State of Wisconsin:	COMSYS Information Technology Services, Inc.:
By: <i>Gina Frank-Reece</i>	By: <i>Albert (KIP) Wright</i>
Printed Name: <i>Gina Frank-Reece</i>	Printed Name: <i>ALBERT (KIP) WRIGHT</i>
Title: <i>Deputy Secretary</i>	Title: <i>SR. VICE PRESIDENT</i>
Date: <i>1-17-06</i>	Date: <i>DECEMBER 30, 2005</i>

Standard and Supplemental Terms and Conditions

NOTE: *The following Standard and Supplemental Terms and Conditions were included in RFP #27702LF and, although the term "Bidders/proposers" is used frequently in each, they specifically apply to the successful Proposer, i.e. COMSYS. These documents are included in the VMS Management Services Agreement in order to record specific deletions agreed to by the Parties due to repetitious or unnecessary language. All missing numbers signify such deletions.*

- 1.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 **DELIVERY:** Deliveries shall be F O B destination freight prepaid and included unless otherwise specified.
- 6.0 **PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs, doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 **UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 **ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 **ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 13.0 **GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written

contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority

- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser) Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, the Rules of the Industrial Commission on Safety, and all applicable OSHA Standards
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Suppliers who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities
- Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract may be voided by the state unless appropriate disclosure is made according to s. 19.45(6), Wis

Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123)

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s 16.417, Wis. Stats

- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s)
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats, relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 266-3590

Supplemental Terms and Conditions

1.7 Nondiscrimination and Affirmative Action. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s 51.01(5), Wis Stats, sexual orientation as defined in s 111.32(13m), Wis. Stats, or national origin. This provision shall include, but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor shall take affirmative action to ensure equal employment opportunities

1.7.1 Within fifteen (15) working days after a State contract is awarded, the Contractor shall submit a written Affirmative Action Plan to the Department of Administration for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Department. An exemption occurs from this requirement if the Contractor has a workforce of less than twenty-five (25) employees

1.7.2 The Contractor shall post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Department of Administration that sets forth the provisions of the State of Wisconsin's nondiscrimination law

1.7.3 Failure to comply with the conditions of this clause may result in the Contractor's becoming declared "ineligible," termination of the Contract, or withholding of payment

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

5.0 **EMPLOYMENT:** The contractor shall not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency

6.0 **CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats, regarding conflicts of interests by directors in the conduct of state contracts

**STATE OF WISCONSIN
PERSONAL SERVICES RIDER**

NOTE: *This Personal Services Rider was included in RFP #27702-LF and specifically applies to both the successful Proposer, i.e. COMSYS, and its IT Services Suppliers. This document is attached to the VMS Management Services Agreement in order to record specific deletions and modifications agreed to by both Parties. All missing numbers signify such deletions.*

These terms and conditions apply to COMSYS and all IT Services Suppliers. It is COMSYS' responsibility to enforce these terms and conditions with each of the IT Services Suppliers on behalf of the State.

- 1.0 ACCEPTANCE/INSPECTION: All work performed under State purchase order(s) shall be subject to inspection by the State, to the extent practicable at all times and places, including the period of design or programming, but in any event, prior to acceptance. All inspections by the State shall be performed in such a manner as not to unduly delay the work. Unsatisfactory work shall be corrected prior to acceptance. Suitable acceptance criteria shall be included in the State's order(s).

The State shall promptly notify Contractor of the results of any inspection or acceptance test it performs. If an acceptance test produces unsatisfactory results, the State shall specifically identify what acceptance criteria could not be satisfied and the particular methodology that was used to reach this conclusion.

- 4.0 AUDITED FINANCIAL STATEMENTS: Upon request by the State, Contractor shall supply copies of its audited quarterly financial statements not later than forty-five (45) days after the close of Contractor's fiscal quarters. Upon request, Contractor shall also supply the State with a copy of its year-end statement not later than ninety (90) days after its fiscal year-end.
- 5.0 KEY PERSONNEL: Contractor agrees that it will furnish the State with a means of identifying all personnel assigned to perform work under this Agreement and furnish the State with security credentials on these personnel, if requested.
- 6.0 LIABILITY FOR LOSS OF DATA: When computer services are requested, the State shall maintain adequate supporting material or copies to enable Contractor to regenerate data furnished to Contractor by the State. In the event of loss of such State-supplied data due to machine failure or negligence of Contractor or its employees, Contractor's liability for such loss shall be limited to the replacement or regeneration of the lost data from the State's supporting material by the methods or means deemed most suitable by Contractor for such regeneration or replacement.

- 7.0 PERFORMANCE DOCUMENTATION: All documentation delivered hereunder shall conform to the documentation standards of the State's site. Contractor will furnish the State with documentation which will be in form and substance at least equal to comparable material generally in use in the industry.
- 8.0 RESPONSIBILITIES OF CONTRACTOR: Contractor shall:
- 8.1 Perform those tasks and deliver the products identified in the State's Requisition.
 - 8.2 Comply with all security regulations in effect at the State's premises, and externally for materials belonging to the State or to the project.
 - 8.3 Assign on a full-time basis Contractor's employees, agents or representatives to assist in fulfilling its performance under this Agreement.
 - 8.5 Correct any errors in the work found by the State or Contractor for a period of twelve (12) months after acceptance by the State. Such corrections shall commence within forty-eight (48) hours after the State's written notification to Contractor.
- 9.0 RESPONSIBILITIES OF THE STATE: The State shall:
- 9.1 Arrange for necessary cooperation by the State's officials and employees, including providing access to such records and other information needed by Contractor to carry out the work set forth in the State's order.
 - 9.2 Appoint a Contract Manager for liaison and consultation with Contractor. The Contract Manager shall have authority to make managerial and technical decisions concerning services deliverable under this Agreement and to accept or approve Contractor's work on behalf of the State. The State's Contract Manager shall not have authority to amend or in any way modify the provisions of this Agreement.
- 10.0 RIGHT TO APPROVE CHANGES IN STAFF: The State or Local Agency shall have the absolute right to approve or disapprove a proposed change in the assigned staff of the IT Services Supplier. The State or Local Agency, in each instance, will be provided with a resume of the proposed substitute and an opportunity to interview that person prior to giving its approval or disapproval.
- The Contract Manager shall have the absolute right to approve or disapprove a proposed change in the assigned staff of the Contractor. The Contract Manager, in each instance, shall be provided with a resume of the proposed substitute and an opportunity to interview that person prior to giving its approval or disapproval.
- 11.0 SOFTWARE STANDARDS: Any software delivered hereunder will be developed by Contractor to operate on the State's equipment and

software system as specified by the State or Local Agency in its Requisition or instructions to the IT Services Supplier's Personnel.

Contractor agrees that all software and other products delivered hereunder will comply with the State's applicable standards as set forth in the State site's data processing standards manual, or as otherwise specified in the State or Local Agency's Requisition. The State agrees that it will make every reasonable accommodation to its standards and procedures to enable Contractor's staff and any resulting software products to operate efficiently and effectively on the State site's computer system. In addition to, but in limitation of, the representations herein contained, Contractor agrees that all products or elements to be delivered hereunder shall comply with all applicable provisions of standards or draft standards issued by the American National Standards Institute.

Attachment A
COMSYS' Vendor Management Services

1. COMSYS shall provide to State a web-based VMS System that provides the functions to:
 - a. Register IT Services Supplier Personnel
 - b. Post Requisitions
 - c. Receive Candidate Offers
 - d. Analyze Candidate Offers
 - e. Accept Candidate Offers
 - f. Provide management of acceptance procedures
 - g. Process and store timesheets of IT Services Supplier Personnel
 - h. Administer invoices and payments of IT Services Suppliers
 - i. Provide evaluation and closure of Requisitions
 - j. Maintain checklists of on-boarding and off-boarding requirements.
 - k. Notify responsible individuals via system work lists and/or email of actions than need to be completed.

All activities shall be conducted on the Internet through a website(s) hosted by COMSYS or a third party. The VMS System shall be secured and password-protected to permit access only to authorized functions, only by authorized State administrators, State managers, COMSYS personnel, and IT Services Supplier Personnel.

2. Develop an implementation plan and schedule for the VMS Program.
3. Develop a Supplier Participation Agreement.
4. Develop a Requisition Form.
5. Develop a procedure for review of Candidate Offers to meet the State's requirements for balancing price and quality.
6. Require IT Services Suppliers to have timely background checks conducted on IT Services Supplier Personnel interviewed by State in accordance with the requirements of the applicable Service Agreements, utilizing any such service as State may reasonably request.

7. Develop a remedy for and participate in the resolution of IT Services Supplier disputes.
8. Notify successful IT Services Suppliers of IT Services Supplier Personnel selection and establish a start date.
9. Develop an Acceptance form to be approved by State.
10. Process, track and maintain consultant timesheets (automatically done in VMS System).
11. Issue notice to Hiring Manager to review time sheets and assess performance as a requirement before invoice can be issued and payments made.
12. Develop the process and mechanism to allow Hiring managers to approve work that has been satisfactorily performed. This approval is required prior to invoice being generated or paid.
13. Invoice State for IT Services Supplier Personnel services.
14. Process payments by State.
15. Make payments to IT Services Suppliers.
16. Maintain at COMSYS' expense ongoing support for this Agreement, including, but not limited to: training State hiring managers in the use of the VMS System; and day to day interface with State personnel and IT Services Suppliers.
17. Encourage, collect, process and retain performance evaluations from the Hiring Managers or appropriate personnel from each State and Local Agency for the Personnel and the IT Services Supplier on each Engagement no later than thirty (30) days. This requirement shall not be forced upon the Agencies, however, they should be encouraged and when the evaluations are submitted, they will be available as provided in SECTION 3.7
18. Develop performance standards, measurements and a process whereby both Comsys and the Agencies can evaluate the performance of Personnel and the IT Services Supplier.
19. Develop a customer survey form; determine standards of measurement for assessing the performance of Comsys.

Category	Title	Level	Final Rate \$/Hour
1. Applications	Programmer-Analyst	Programmer-Analyst 1	\$42.00
		Programmer-Analyst 2	\$54.00
		Programmer-Analyst 3	\$68.00
	Programmer	Programmer 1	\$40.00
		Programmer 2	\$50.00
		Programmer 3	\$62.00
	Software Engineer	Software Engineer 1	\$45.00
		Software Engineer 2	\$58.00
		Software Engineer 3	\$70.00
	System Analyst	System Analyst 1	\$45.00
		System Analyst 2	\$60.00
System Analyst 3		\$70.00	
2. Systems	Systems Engineer	Systems Engineer	\$64.00
	Systems Architect	Systems Architect	\$74.00
	Systems Administrator	Systems Administrator 1	\$50.00
		Systems Administrator 2	\$70.00
3. Data Management	Database Administrator	Database Administrator 1	\$52.00
		Database Administrator 2	\$65.00
		Database Administrator 3	\$75.00
	Database Architect	Database Architect 1	\$54.00
		Database Architect 2	\$70.00
Database Architect 3	\$85.00		
4. Technical Specialist	Technical Writer	Technical Writer 1	\$40.00
		Technical Writer 2	\$50.00
	Testing Technician	Testing Technician 1	\$40.00
		Testing Technician 2	\$56.00
	Technician	Technician 1	\$35.00
Technician 2		\$45.00	
5. Customer Technical Support	Desktop Support	Desktop Support 1	\$28.00
		Desktop Support 2	\$35.00
		Desktop Support 3	\$47.00
	Help Desk	Help Desk 1	\$28.00
		Help Desk 2	\$35.00
		Help Desk 3	\$45.00
6. Project Management	Project Manager	Project Manager 1	\$70.00
		Project Manager 2	\$85.00
	Business Analyst / Consultant	Business Analyst/Consultant 1	\$46.00
		Business Analyst/Consultant 2	\$57.00
		Business Analyst/Consultant 3	\$68.00
	Quality Assurance Analyst	Quality Assurance Analyst 1	\$40.00
		Quality Assurance Analyst 2	\$50.00
Quality Assurance Analyst 3		\$60.00	
7. Networking	Network Engineer	Network Engineer	\$75.00
	Network Analyst	Network Analyst 1	\$43.00
		Network Analyst 2	\$52.00
		Network Analyst 3	\$61.00
	Network Technician	Network Technician 1	\$35.00
		Network Technician 2	\$50.00
		Network Technician 3	\$58.00
	Security Analyst	Security Analyst 1	\$50.00
		Security Analyst 2	\$60.00
		Security Analyst 3	\$80.00



U.S. ELECTION ASSISTANCE COMMISSION
1225 NEW YORK AVENUE, N.W., SUITE 1100
WASHINGTON, D.C. 20005

July 31, 2007

Mr. Kevin J. Kennedy
Executive Director
Wisconsin State Elections Board
17 West Main Street, Suite 310
PO Box 2973
Madison, Wisconsin 53701-2973

Dear Mr. Kennedy:

Attached is the audit resolution report of the U.S. Election Assistance Commission (EAC) regarding Help America Vote Act (HAVA) funds covered by the single audit of the State for the period ending June 30, 2006. The resolution is based upon information contained in the single audit that was performed by the by the Wisconsin Legislative Audit Bureau.

A response to the audit resolution report is not required. If you, or your staff, have any questions about the report, please contact Mr. Edgardo Cortés, EAC Election Research Specialist, at (202) 566-3126.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Wilkey", written over the word "Sincerely,".

Thomas R. Wilkey
Executive Director

Attachment

cc: Inspector General



U.S. ELECTION ASSISTANCE COMMISSION
1225 New York Ave. NW - Suite 1100
Washington, DC 20005

**SINGLE AUDIT RESOLUTION REPORT
WISCONSIN SINGLE AUDIT –
ASSIGNMENT NO. E-SA-WI-54-07
ISSUED JULY 31, 2007**

SUMMARY OF DECISION

The Wisconsin State Elections Board (Board) properly completed the recommended actions. This report is closed.

BACKGROUND

The U.S. Election Assistance Commission (EAC or Commission) is an independent, bipartisan agency created by Help of America Vote Act of 2002 (HAVA). It assists and guides state and local election administrators in improving the administration of elections for federal office. EAC provides assistance by dispersing federal funds to states to implement HAVA requirements, adopting the voluntary voting system guidelines, and serving as a national clearinghouse and resource of information regarding election administration. EAC is also responsible for the accreditation of testing laboratories and the certification, decertification, and recertification of voting systems.

In addition to EAC's role in distributing HAVA funds, the agency is responsible for monitoring the use of HAVA funding by the states. EAC seeks to ensure funds distributed under HAVA are being utilized for the purposes mandated by HAVA to ultimately improve the administration of Federal elections. To fulfill this responsibility, EAC determines the necessary corrective actions to resolve issues identified during Office of Inspector General (OIG) audits of state HAVA fund expenditures. The EAC Office of Inspector General (OIG) has established a regular audit program to review the use of HAVA funds by states. The OIG's audit plan and audit reports can be found at www.eac.gov. EAC also resolves issues pertaining to HAVA funds identified in audits of Federal financial assistance conducted by states under the Single Audit Act.

The Audit Follow-up Policy approved by the Commission authorizes the EAC Executive Director to issue the management decision for OIG audits of Federal funds to state and local governments, non-profit organizations, and for-profit organizations (external audits) and single audits conducted by state auditors and independent public accountants. The Executive Director has delegated the evaluation of final audit reports

provided by the OIG and single audit reports to the EAC Programs and Services Division. The Division provides a recommended course of action to the Executive Director for resolving questioned costs, administrative deficiencies, and other issues identified during an audit. The EAC Executive Director issues a Final Audit Resolution (management decision) that addresses the findings of the audit and details corrective measures to be taken by the state.

When an audit identifies questioned costs, EAC considers not only whether the state followed proper procedures, but also whether the expenditures actually served to further the goals of HAVA. Generally, EAC has identified three methods of resolution regarding questioned costs: (1) expenditures that were identified as permissible under HAVA and Federal cost principles, but did not follow appropriate procedures do not have to be repaid; (2) expenditures that may have been permissible under HAVA but lacked adequate documentation must be repaid to the State Election Fund, which was created in accordance with HAVA section 254(b)(1); and (3) expenditures that were clearly not permissible under HAVA or federal cost principles must be repaid to the U.S. Treasury. In addition to repayment of funds, EAC may require future reporting by a state to ensure that proper internal controls and procedures have been established to prevent future problems.

States may appeal the EAC management decision. The EAC Commissioners serve as the appeal authority. A state has 30 days to appeal EAC's management decision. All appeals must be made in writing to the Chair of the Commission. The Commission will render a decision on the appeal no later than 60 days following receipt of the appeal or, in the case where additional information is needed and requested, 60 days from the date that the information is received from the state. The appeal decision is final and binding.

AUDIT HISTORY

The Legislative Audit Bureau for the State of Wisconsin issued a Single Audit Act audit of the State for the year ending June 30, 2006, that included HAVA funds provided to the Board. The OIG transmitted the single audit to EAC on May 7, 2007 and highlighted one finding related to HAVA funds. The OIG Assignment Number used to track this audit is E-SA-WI-54-07.

AUDIT RESOLUTION

Finding – Inaccurate Financial Reporting

The single audit reported (finding no. WI-06-28) that the Financial Status Report filed for Federal fiscal year 2004-05 "did not include the State's share of outlays consisting of about \$180,000 in salary and fringe benefit costs for four agency staff working on HAVA-related activities." The auditors also found that reported Federal expenditures of \$6,439,789 were \$3,320 less than the total recorded in the accounting system.

In response to the finding, the Board said that it had filed amended reports for Federal fiscal years 2004 and 2005 and that the report for 2006 "will reflect the correcting entries.

EAC Management Decision

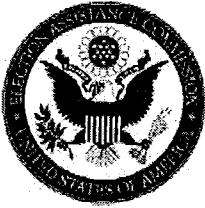
EAC confirmed that the Board submitted revised reports for 2004 and 2005 and a report for 2006. No further action is needed.

STATE RIGHTS OF APPEAL

If Wisconsin believes that anything in this final management decision is an adverse action and the state does not agree, the state shall have 30 days to appeal EAC's management decision. The appeal must be made in writing to the Chairman of the EAC. Within 30 days of receiving the appeal, the Commission may hold a hearing to consider the appeal, take evidence or testimony related to the appeal, and render a decision on the appeal, if appropriate at that time. The Commission will render a final and binding decision on the appeal no later than 60 days following the receipt of the appeal or the receipt of any requested additional information. If the state does not file an appeal, this decision will become final and binding at the expiration of the appeal period.

Audit Resolution Report

Attachment 1



U.S. ELECTION ASSISTANCE COMMISSION
OFFICE OF INSPECTOR GENERAL
1225 New York Ave. NW - Suite 1100
Washington, DC 20005

May 7, 2007

Memorandum

To: Thomas Wilkey
Executive Director

From: Curtis W. Crider
Inspector General

Subject: Finding in the State of Wisconsin Single Audit Report, For the Year Ended
June 30, 2006 (Assignment No. E-SA-WI-54-07)

The subject single audit report contains a reportable condition* (Attachment) applicable to the administration of Help America Vote Act (HAVA) funds by the Wisconsin State Elections Board. The audit was performed by Wisconsin's Legislative Audit Board, which is responsible for the report's findings.

The reportable condition and recommendations to the Election Board are summarized below and presented in further detail in the Attachment.

REPORTABLE CONDITION

Finding No. WI-06-28: Reporting

The auditors reported that the Financial Status Report filed for Federal Fiscal Year 2004-05 "did not include the State's share of outlays consisting of about \$180,000 in salary and fringe benefit costs for four agency staff working on HAVA-related activities." The auditors also found that reported Federal expenditures of \$6,439,789 were \$3,320 less than the total recorded in the accounting system.

Recommendation

The auditors recommended that the Elections Board:

- determine the exact amount of eligible state matching expenditures;

* According to the audit report, "reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of internal control over compliance that, in our judgment, could adversely affect the State of Wisconsin's ability to administer a major federal program in accordance with the applicable requirement of laws, regulations, contracts, and grants."

- follow federal reporting requirements and accurately and completely report both the State's share and the federal government's share of the Help America Vote Act Requirements Payments in the financial status reports; and
- correct and resubmit previously submitted financial status reports.

Elections Board Response

The auditors reported that the Board submitted revised status reports for Federal Fiscal Years 2003-04 and 2004-05 which documented maintenance of effort, interest earned, and state matching expenditures. The auditors also noted that the Board identified the discrepancies between the financial status report and the accounting system and will make adjustments in the financial status report to be filed for Federal Fiscal Year 2005-06.

***OFFICE OF INSPECTOR GENERAL RECOMMENDATION TO THE ELECTION
ASSISTANCE COMMISSION***

We recommend that you confirm that the amended financial status reports for Federal fiscal years 2003-04, 2004-05, and 2005-06 were received and properly revised.

Please provide us a response to this memorandum by July 9, 2007. If you have any questions about this matter, please call me at (202) 566-3125.

cc: Chairwoman, U.S. Election Assistance Commission
Executive Director, Wisconsin State Elections Board

Attachment

MAR 30 2007

An Audit

State of Wisconsin
2005-06

EIN: 396028867 000 WI FY: 6/30/2006 S 05
STATE OF WISCONSIN
AUDIT PRINTED FROM PDF
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2007-2008 Joint Legislative Audit Committee Members

Senate Members:

Jim Sullivan, Co-chairperson
Julie Lassa
Russell Decker
Alan Lasee
Robert Cowles

Assembly Members:

Suzanne Jeskewitz, Co-chairperson
Samantha Kerkman
Kitty Rhoades
David Cullen
Joe Parisi

STATE OF WISCONSIN
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2006

E-SA-WI-54-07
Attachment

CFDA NUMBER	OTHER IDENTIFYING NUMBER	FEDERAL PROGRAM	STATE AGENCY OR CAMPUS	EXPENDITURES	AMOUNT PROVIDED TO SUBRECIPIENTS
<i>INDIVIDUAL PROGRAMS AND OTHER CLUSTERS</i>					
U.S. OFFICE OF PERSONNEL MANAGEMENT:					
27.011		Intergovernmental Personnel Act Mobility Program	UW-Whitewater	400	0
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:					
30.002		Employment Discrimination-State and Local Fair Employment Practices Agency Contracts	DWD	1,136,258	0
U.S. GENERAL SERVICES ADMINISTRATION:					
39.003		Donation of Federal Surplus Personal Property (Note 12)	DOA	0	0
39.011		Election Reform Payments	Electons Board	429,167	162,700
TOTAL U.S. GENERAL SERVICES ADMINISTRATION				429,167	162,700
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION:					
Other Federal Financial Assistance:					
N/A	43.NNH051A00P	Intergovernmental Personnel Assignment Agreement from NASA Headquarters	UW-Madison	227,632	0
N/A	43.1230253	SIRTF Glimpse Legacy Education and Public Outreach Program from Jet Propulsion Laboratory	UW-Madison	16,341	0
Subtotal Direct Programs				243,973	0
Subgrants:					
N/A	43.1403-22791	Teacher Training through Research and Public Understanding of Astronomy (from Brown University)	UW-Madison	11,151	0
N/A	43.NCC5-659	NASA Sharp Plus Research Apprenticeship Program (from Modern Technology Systems, Inc.)	UW-Madison	64,149	0
N/A	43.GO4-5015A	Tuning in the Sun (from Smithsonian Astrophysical Observatory)	UW-Madison	2,711	0
N/A	43.HST-EO-09393- 04-A	What's New on the Outer Planets (from Space Telescope Science Institute)	UW-Madison	14,950	0
N/A	43.AGR dtd 8/9/04	Predoctoral Fellowship Program (from United Negro College Fund Special Programs Corporation)	UW-Madison	30,922	0
Subtotal Subgrants				123,883	0
TOTAL NATIONAL AERONAUTICS AND SPACE ADMINISTRATION				367,856	0
NATIONAL FOUNDATION ON THE ARTS AND THE HUMANITIES:					
45.024		Promotion of the Arts-Grants to Organizations and Individuals	UW-Madison	12,185	0
45.025		Promotion of the Arts-Partnership Agreements	Arts Board	631,489	79,700
45.025		Promotion of the Arts-Partnership Agreements	UW-Whitewater	3,200	0
45.025		Promotion of the Arts-Partnership Agreements	UW Colleges	2,911	0
Total Federal Program 45.025				637,600	79,700

The accompanying notes are an integral part of this schedule.

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INDIVIDUAL PROGRAMS AND OTHER CLUSTERS

Major Federal Programs in FY 2005-06

CFDA Number	Federal Program	Expenditures	State Recipient
10.500	Cooperative Extension Service	\$ 14,037,480	DATCP/UW-Madison/ UW-Platteville/ UW-River Falls/ UW-Stevens Point/ UW-Stout/UW-Extension
14.228	Community Development Block Grants/State's Program	37,706,531	Commerce/UW-Stout
20.205/23.005	Highway Planning and Construction Cluster ¹	628,706,080	DOT
64.005	Grants to States for Construction of State Home Facilities	9,911,875	DVA
84.126	Rehabilitation Services—Vocational Rehabilitation Grants to States	40,133,381	DWD
84.365	English Language Acquisition Grants	6,026,729	DPI
84.367	Improving Teacher Quality State Grants	44,495,231	DPI/UW-Eau Claire/ UW-La Crosse/ UW-Oshkosh/ UW-Parkside/UW-River Falls/UW-Stout/ UW-Superior UW-Whitewater/ UW System Admin
90.401	Help America Vote Act Requirements Payments	11,587,564	Elections Board
93.283	Centers for Disease Control and Prevention— Investigations and Technical Assistance	24,480,784	DHFS/UW-Madison/ UW-Milwaukee/ UW-Oshkosh/ UW-Extension
93.558	Temporary Assistance for Needy Families	258,025,873	DWD/UW-Milwaukee/ UW-Oshkosh
93.575/.596	Child Care Cluster	150,302,614	DWD/UW-Milwaukee/ UW-Extension
93.658	Foster Care—Title IV-E	77,505,407	DHFS/UW-Milwaukee
93.659	Adoption Assistance	42,552,053	DHFS
93.767	State Children's Insurance Program	88,227,049	DHFS
93.775/93.776/ 93.777/93.778	Medicaid Cluster	2,777,501,391	DHFS/DOJ
Various	Research and Development Cluster	524,857,734	UW System
Various	Student Financial Aid Cluster ²	34,712,467	UW-Eau Claire
Various	Student Financial Aid Cluster ²	35,020,460	UW-La Crosse
Various	Student Financial Aid Cluster ²	23,590,478	UW-Platteville
Various	Student Financial Aid Cluster ²	34,005,831	UW-Stevens Point
Various	Student Financial Aid Cluster ²	38,443,063	UW-Stout
		\$4,901,830,075	

¹ Does not include the amount of loans outstanding as of June 30, 2006 (see Note 11).

² Does not include the amount of loans outstanding as of June 30, 2006 (see Notes 16 and 17).

The research and development cluster, a major program, is defined by OMB Circular A-133 as including all research activities, both basic and applied, and all development activities that are performed by a nonfederal entity. Research is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. Development is the systematic use of knowledge and understanding gained from research directed toward the

STATE OF WISCONSIN
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2006

E-SA-WI-54-07
Attachment

CFDA NUMBER	OTHER IDENTIFYING NUMBER	FEDERAL PROGRAM	STATE AGENCY OR CAMPUS	EXPENDITURES	AMOUNT PROVIDED TO SUBRECIPIENTS
<i>INDIVIDUAL PROGRAMS AND OTHER CLUSTERS</i>					
NATIONAL ARCHIVES AND RECORDS ADMINISTRATION:					
89.003		National Historical Publications and Records Grants	DVA	21,954	0
89.003		National Historical Publications and Records Grants	WHS	41,463	0
		Total Federal Program 89.003		63,417	0
Other Federal Financial Assistance:					
N/A	89.2005-073	Survey of Folk Heritage Collections in Upper Midwest	UW-Madison	43,507	0
		TOTAL NATIONAL ARCHIVES AND RECORDS ADMINISTRATION		106,924	0
U.S. ELECTION ASSISTANCE COMMISSION:					
90.401		Help America Vote Act Requirements Payments (Note 2)	Elections Board	11,587,564	0
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:					
93.003		Public Health and Social Services Emergency Fund	DHFS	0	(14,899)
93.006		State and Territorial and Technical Assistance Capacity Development Minority HIV/AIDS Demonstration Program	DHFS	68,980	8,927
93.041		Special Programs for the Aging-Title VII, Chapter 3-Programs for Prevention of Elder Abuse, Neglect, and Exploitation	DHFS	106,111	0
93.042		Special Programs for the Aging-Title VII, Chapter 2-Long Term Care Ombudsman Services for Older Individuals	DHFS	225,290	203,295
93.043		Special Programs for the Aging-Title III, Part D-Disease Prevention and Health Promotion Services	DHFS	384,461	384,461
Aging Cluster:					
93.044		Special Programs for the Aging-Title III, Part B-Grants for Supportive Services and Senior Centers	DHFS	6,515,219	6,191,524
93.045		Special Programs for the Aging-Title III, Part C-Nutrition Services	DHFS	10,366,301	9,818,966
93.053		Nutrition Services Incentive Program	DHFS	3,093,444	3,093,444
		Total Aging Cluster		19,974,964	19,103,934
93.048		Special Programs for the Aging-Title IV and Title II-Discretionary Projects	DHFS	401,171	335,474
93.048		Special Programs for the Aging-Title IV and Title II-Discretionary Projects	UW-Milwaukee	125,260	0
		Total Federal Program 93.048		526,431	335,474
93.052		National Family Caregiver Support	DHFS	2,939,726	2,794,169
93.104		Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances	DHFS	60	0
93.107		Model State-Supported Area Health Education Centers	UW-Madison	433,989	361,272
93.108		Health Education Assistance Loans (Note 17)	HEAB	0	0
93.108		Health Education Assistance Loans (Note 17)	UW-Madison	0	0
		Total Federal Program 93.108		0	0
93.110		Maternal and Child Health Federal Consolidated Programs	DHFS	426,818	163,345
93.110		Maternal and Child Health Federal Consolidated Programs	UW-Madison	1,385,134	37,318
		Total Federal Program 93.110		1,811,952	200,663
93.113		Environmental Health	UW-Milwaukee	228,429	0
93.116		Project Grants and Cooperative Agreements for Tuberculosis Control Programs	DHFS	396,466	45,209
93.127		Emergency Medical Services for Children	DHFS	196,502	104,857

The accompanying notes are an integral part of this schedule.

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INDIVIDUAL PROGRAMS AND OTHER CLUSTERS

University of Wisconsin-Stevens Point

<u>Finding Number</u>	<u>CFDA Number</u>	<u>Federal Program</u>	<u>Finding</u>	<u>Amount Questioned</u>
WI-06-17 p. 67	84.033	Federal Work-Study Program	Federal Work-Study Time Sheets	Undetermined
WI-06-18 p. 68	Various	Student Financial Aid Cluster	Federal Reporting	\$ 0
WI-06-19 p. 70	84.038	Federal Perkins Loan Program	Forbearance Documentation	0
WI-06-20 p. 71	Various	Student Financial Aid Cluster	Reconciliation Procedures	0
WI-06-21 p. 72	Various	Student Financial Aid Cluster	Financial Aid System Override Capability	0

University of Wisconsin-Stout

<u>Finding Number</u>	<u>CFDA Number</u>	<u>Federal Program</u>	<u>Finding</u>	<u>Amount Questioned</u>
WI-06-22 p. 74	84.032	Federal Family Education Loans	Enrollment Reporting	\$ 0

Wisconsin Department of Public Instruction

<u>Finding Number</u>	<u>CFDA Number</u>	<u>Federal Program</u>	<u>Finding</u>	<u>Amount Questioned</u>
WI-06-25 p. 85	84.365	English Language Acquisition Grants	Discretionary Award Procedures	\$ 0

TOTAL U.S. DEPARTMENT OF EDUCATION

\$ 0
Plus an Undetermined Amount

U.S. ELECTION ASSISTANCE COMMISSION

Wisconsin State Elections Board

<u>Finding Number</u>	<u>CFDA Number</u>	<u>Federal Program</u>	<u>Finding</u>	<u>Amount Questioned</u>
WI-06-28 p. 97	90.401	Help America Vote Act Requirements Payments	Federal Reporting	\$ 0

TOTAL U.S. ELECTION ASSISTANCE COMMISSION

\$ 0

**SUMMARY SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
BY WISCONSIN STATE AGENCY OR CAMPUS
FOR THE YEAR ENDED JUNE 30, 2006**

STATE AGENCY OR CAMPUS	INDIVIDUAL PROGRAMS AND OTHER CLUSTERS	RESEARCH AND DEVELOPMENT CLUSTER	STUDENT FINANCIAL AID CLUSTER	TOTAL
Department of Health and Family Services	\$ 3,712,124,471	\$ 0	\$ 0	3,712,124,471
Department of Workforce Development	1,496,188,595	0	0	1,496,188,595
Department of Transportation	723,804,117	0	0	723,804,117
Department of Public Instruction	679,184,698	0	0	679,184,698
Department of Administration	152,920,387	0	0	152,920,387
Department of Natural Resources	94,239,540	0	0	94,239,540
Department of Commerce	58,600,750	0	0	58,600,750
Department of Military Affairs	37,537,437	0	0	37,537,437
Wisconsin Technical College System Board	32,671,743	0	0	32,671,743
Department of Veterans Affairs	25,408,399	0	0	25,408,399
Department of Agriculture, Trade and Consumer Protection	13,201,191	0	0	13,201,191
Department of Justice	13,039,088	0	0	13,039,088
Wisconsin State Elections Board	12,142,761	0	0	12,142,761
Department of Corrections	3,226,977	0	0	3,226,977
Higher Educational Aids Board	1,667,747	0	0	1,667,747
Wisconsin Historical Society	924,765	0	0	924,765
Wisconsin Arts Board	631,489	0	0	631,489
Child Abuse and Neglect Prevention Board	519,025	0	0	519,025
Public Service Commission	286,782	0	0	286,782
Educational Communications Board	206,226	0	0	206,226
Board of Commissioners of Public Lands	40,952	0	0	40,952
Board on Aging and Long-Term Care	0	0	0	0
Department of Revenue	0	0	0	0
Total State Agencies	7,058,567,140	0	0	7,058,567,140
UW-Madison	42,842,548	501,120,835	158,972,086	702,935,469
UW-Milwaukee	10,880,739	16,663,355	112,160,963	139,705,057
UW-Eau Claire	2,901,412	865,200	34,712,467	38,479,079
UW-Green Bay	1,062,052	1,058,192	19,079,199	21,199,443
UW-La Crosse	2,113,359	1,581,312	35,020,460	38,715,131
UW-Oshkosh	5,856,075	633,171	46,927,229	53,416,475
UW-Parke	1,294,189	253,557	17,315,288	18,863,034
UW-Platteville	1,173,063	29,000	23,590,478	24,792,541
UW-River Falls	1,335,782	250,746	22,625,171	24,211,699
UW-Stevens Point	5,318,290	491,344	34,005,831	39,815,465
UW-Stout	3,749,685	230,324	38,443,063	42,423,072
UW-Superior	922,516	1,376,675	13,340,562	15,639,753
UW-Whitewater	2,625,757	235,217	40,596,925	43,457,899
UW Colleges	1,639,171	68,806	22,159,607	23,867,584
UW-Extension	13,811,361	0	0	13,811,361
UW System Administration	1,229,525	0	0	1,229,525
Wisconsin Humanities Council	598,668	0	0	598,668
Total UW System	99,354,192	524,857,734	618,949,329	1,243,161,255

TOTAL STATE OF WISCONSIN \$ 7,157,921,332 \$ 524,857,734 \$ 618,949,329 \$ 8,301,728,395 1

Elections Board ■

The Wisconsin State Elections Board is responsible for administering and enforcing the State's election and campaign finance laws. The Elections Board disbursed \$14.9 million during FY 2005-06; direct federal grants to the State financed \$12.1 million of that amount.

As part of our standard audit procedures, we reviewed the Election Board's internal controls over revenues, expenditures, and the administration of federal programs. We tested its compliance with grant requirements for the Help America Vote Act Requirements Payments (CFDA #90.401), which is a type B program. Overall, the Elections Board has appropriate procedures to administer this federal program. However, we identified one concern related to federal reporting.

Finding WI-06-28: Federal Reporting

During FY 2005-06, the Elections Board spent \$11.6 million under the Help America Vote Act Requirements Payments program to meet the Uniform and Nondiscriminatory Elections Technology and Administration Requirements in Title III of the Help America Vote Act of 2002 (HAVA). FY 2005-06 expenditures to meet these requirements largely consisted of costs related to implementation of Wisconsin's statewide voter registration system. As required by this federal program, the Elections Board annually submits to the U.S. Election Assistance Commission a financial status report summarizing the state and federal expenditures related to this program. The Elections Board submitted its first financial status report for FFY 2003-04.

We reviewed FFY 2004-05 financial status report, which the Elections Board submitted in March 2006, to ensure the reported amounts agreed with amounts recorded on WiSMART, the State's central accounting system, and other supporting documentation. We noted two concerns. First, the Elections Board failed to report the State's share of expenditures on the financial status report. The State's share of outlays during FFY 2004-05 consisted of approximately \$180,000 in salary and fringe benefit costs for four agency staff working on HAVA-related activities. We discussed this with agency staff, who told us that the State's share of expenditures was omitted from the financial status report due to unfamiliarity with the reporting requirements.

Second, the Elections Board reported \$6,439,789 in federal expenditures on the financial status report, which was \$3,320 less than the total recorded on WiSMART. Elections Board staff were unable to explain this variance at the time of our fieldwork.

☑ Recommendation

We recommend the Wisconsin State Elections Board:

- *determine the exact amount of eligible state matching expenditures;*
- *follow federal reporting requirements and accurately and completely report both the State's share and the federal government's share of the Help America Vote Act Requirements Payments in the financial status reports; and*
- *correct and resubmit previously submitted financial status reports.*

Finding WI-06-28: Federal Reporting

Help America Vote Act Requirements Payments (CFDA #90.401)

<u>Award Number</u>	<u>Award Year</u>
N/A	N/A

Questioned Costs: None

Elections Board Response and Corrective Action Plan: On January 26, 2007, the State Elections Board submitted amended financial status reports to the U.S. Election Assistance Commission for FFYs 2003-04 and 2004-05. The amended reports documented the maintenance of effort, interest earned, and state matching expenditures for HAVA Section 251 requirements payments for those federal fiscal years. Copies of the submitted reports were provided to the auditors.

The instructions and training provided by the U.S. Election Assistance Commission prior to the completion of the original reports did not provide guidance or direction that this information was required in the reports. State Elections Board staff were tracking this information and were able to provide it with the amended reports. The expenditure match calculation was set out in the original state plan developed pursuant to HAVA Section 254.

The auditors noted that the State Elections Board reported federal expenditures for FFY 2004-05 that was \$3,320 less than the amount reflected in WiSMART for the same period. After a thorough review of all expenditures during that period, State Elections Board staff identified the discrepancies. The FFY 2005-06 financial status report will reflect the correcting entries.

**Wisconsin State Elections Board
Summary of Findings and Questioned Costs
FY 2005-06**

U.S. Election Assistance Commission

<u>Finding Number</u>	<u>CFDA Number</u>	<u>Federal Program</u>	<u>Finding</u>	<u>Amount Questioned</u>
WI-06-28	90.401	Help America Vote Act Requirements Payments	Federal Reporting	\$ 0

Inquiries regarding resolution of findings and questioned costs should be directed to the agency contact person listed in Appendix 2 of this report.

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**STATE INVESTMENT FUND
EARNINGS FOR THE MONTH
JULY, 2007**

INTEREST BEARING SECURITIES:

8810	INTEREST EARNED	\$12,060,842.32
8811	ADD: DISCOUNT AMORTIZATION	18,552,470.13
EARNINGS FROM INTEREST BEARING SECURITIES		\$30,613,312.45

OTHER ITEMS:

8814	GAIN/(LOSS) ON BOND SALES	\$194.45
8877	INVESTMENT BOARD EXPENSE	(\$115,000.00)
8877	ELECTRONIC SERVICES	(20,000.00)
8877	CUSTODIAL BANK CHARGES	(7,700.00)
8877	LEGAL AND CONSULTING	(1,000.00)
8877	BANK CHARGES	(388.43)
TOTAL OTHER ITEMS		(\$143,893.98)

MONTHLY EARNINGS	\$30,469,418.47
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ADJUSTED AVERAGE DAILY SHARES BALANCE	\$6,830,236,884.01
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MONTHLY RATE OF RETURN	0.4460961%
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ANNUALIZED RATE OF RETURN 365/31	5.2524215%
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PREPARED BY: STATE CONTROLLER'S OFFICE
AUGUST 02, 2007

Revised: 07/1/2007

All DET and Publishing and Distribution rates have been consolidated into this single rate sheet. Rate changes are included for comparison purposes. As new services are added, rates will be communicated and added to this list. All rates are for strategic technologies. Transitional or sunset technologies may increase the monthly rate. See your CSM for more information.

Information Technology Services

Data Services	Rates	Change
Data Storage		
Mainframe Service		
Primary (non-archived) storage/GB per month	\$62.09	-20%
Archived storage/GB per month	\$12.24	-20%
Recalls/GB	\$6.21	-20%
Tape storage/GB per month	\$1.36	-20%
Distributed systems		
Primary Storage/GB per month	\$0.58	NEW
Mirrored Storage/GB per month	\$0.47	NEW
Backup Storage/GB per month	\$0.47	NEW
Document Imaging		
Data storage, MB/day	\$0.0001803	0%
Document storage/day	\$0.0000024	0%
User license fee	Pass through cost	0%
Online Report Distribution		
Report creation fee/1,000 lines of report content	\$0.084	-30%
File and Print Services		
Dedicated Servers - Base/Silver/Gold per month	\$725/\$870/\$1088	NEW
Shared Servers - Base/Silver/Gold per month	\$218/\$262/\$327	NEW
Remote Dedicated Servers - Base/Silver/Gold per month	\$906/\$1087/\$1359	NEW
File Caching Appliances per month	\$181	NEW
Remote Print Appliances per month	\$116	NEW
Hosting Services		
Application Hosting		
Mainframe Service		
Online System Rate (CICS, DB2, IMS, IDMS & File Handler)	\$0.134/second	-30%
Batch Prime Rate (7:00 AM to 5:00 PM Monday through Friday)	\$0.101/second	-30%
Batch Non-Prime Rate (All other times)	\$0.068/second	-30%
Batch Weekend (Midnight Friday to midnight Sunday and Holiday Rate)	\$0.054/second	-30%
Premium Rate (on demand) Note: The current CPU factor is 10.73 for all LPARs.	\$0.118/second	-30%
Application Hosting Distributed Service Production Environment		
Static Web Hosting Dedicated Server (no database) - Base/Silver/Gold per month	\$818/\$982/\$1227	NEW
Static Web Hosting Shared Server (no database) - Base/Silver/Gold per month	\$65/\$78/\$98	NEW
Web-based Hosting or Client Server Dedicated Server - Base/Silver/Gold per month	\$950/\$1140/\$1425	NEW

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DESTROY DATE: June 30, 2008

Revised: 07/1/2007

Web-based Hosting or Client Server <i>Shared</i> Server – Base/Silver/Gold per month	\$144/\$173/\$216	NEW
Application Hosting User Acceptance Environment – (Required)		
Static Web Hosting <i>Dedicated</i> Server (no database) – Base/Silver/Gold per month	\$818/\$982/\$1227	NEW
Static Web Hosting <i>Shared</i> Server (no database) – Base/Silver/Gold per month	\$65/\$78/\$98	NEW
Web-based Hosting or Client Server <i>Dedicated</i> Server – Base/Silver/Gold per month	\$950/\$1140/\$1425	NEW
Web-based Hosting or Client Server <i>Shared</i> Server – Base/Silver/Gold per month	\$144/\$173/\$216	NEW
Application Hosting Development Environment		
Application Hosting Distributed <i>Dedicated</i> Server – Base/Silver/Gold per month	\$647/\$776/\$971	NEW
Application Hosting Distributed <i>Shared</i> Server – Base/Silver/Gold per month	\$26/\$31/\$39	NEW
Database Hosting		
Mainframe Systems		
Online system/sec.	\$0.134	-30%
CPU batch prime rate/sec.	\$0.101	-30%
Database Hosting Distributed Service Production Environment		
Oracle <i>Dedicated</i> Servers – Base/Silver/Gold per month	\$2498/\$2997/\$3747	NEW
Oracle <i>Shared</i> Servers– Base/Silver/Gold per database per month	\$300/\$360/\$450	NEW
Non Oracle <i>Dedicated</i> Servers – Base/Silver/Gold per month	\$1665/\$1998/\$2498	NEW
Non Oracle <i>Shared</i> Servers– Base/Silver/Gold per database per month	\$200/\$240/\$300	NEW
Database Hosting User Acceptance Environment – (Required)		
Oracle <i>Dedicated</i> Servers – Base/Silver/Gold per month	\$2498/\$2997/\$3747	NEW
Oracle <i>Shared</i> Servers– Base/Silver/Gold per database per month	\$300/\$360/\$450	NEW
Non Oracle <i>Dedicated</i> Servers – Base/Silver/Gold per month	\$1665/\$1998/\$2498	NEW
Non Oracle <i>Shared</i> Servers– Base/Silver/Gold per database per month	\$200/\$240/\$300	NEW
Database Hosting Development Environment		
Oracle <i>Dedicated</i> Servers – Base/Silver per month	\$1249/\$1499	NEW
Oracle <i>Shared</i> Servers– Base/Silver per database per month	\$150/\$180	NEW
Non Oracle <i>Dedicated</i> Servers – Base/Silver per month	\$833/\$999	NEW
Non Oracle <i>Shared</i> Servers– Base/Silver per database per month	\$100/\$120	NEW
Citrix Hosting Environment		
Citrix per User cost per month	\$57	NEW
RSA Security per User cost per month	\$6	NEW
Citrix Client Access License (CAL) – per User one time fee	\$53	NEW
Application installation - one time set up fee	\$150	NEW
Collocation Hosting Service		
Initial cost for setting up the enclosure, switch and router – one time fee	\$900	NEW
Monthly Fee for Basic Service	\$528	NEW
See Service Catalog for additional information		

Revised: 07/1/2007

Mail Services	Rates	Change
E-Mail		
Mailbox size		
0 to less than 5 MB	\$1.12	0%
5 MB to 100 MB	\$3.36	0%
101 MB to 200 MB	\$6.72	0%
201 MB to 500 MB	\$11.19	0%
501 MB to 1 GB	\$16.79	0%
More than 1 GB to 2 GB	\$23.50	0%
More than 2 GB	\$31.34	0%
Mail Distribution and E-Routing		
Metering	15.5%	0%
Presorting		
First class letter mail	\$0.044/piece	2%
Standard class letter mail (includes vendor fee)	\$0.044/piece	2%
Hand sorted flats rate	\$0.067/piece	0%
Auto sorted flats rate	\$0.244/piece	NEW
<i>Note: Rates are adjusted based on increases to vendor contract which may be adjusted because of USPS postage increases.</i>		
Inserting		
Basic setup for cut sheet or continuous feed. Includes setup of one envelope station	\$30.00/job	0%
Additional insert station setup. Preparing first and additional insert stations. Rate is for each additional station setup.	\$20.00 flat rate	0%
Standard service (e.g., folding and inserting a single, 8.5x11, plain cut sheet or read-marked document into a standard envelope). Includes one- and two-ounce metering, if needed.)	\$30.50/1,000 envelopes (minimum of 1,000)	0%
Additional inserts	\$0.30/1,000 envelopes (minimum of 1,000)	0%
Enterprise standard envelopes - ZY101 & ZY107 (Return Service Requested endorsement) <i>Note: 5% material handling fee</i>	DET cost + 5%/1,000 envelopes (minimum 1,000)	0%
Bulk purchasing of Enterprise standard envelopes	DET cost + 13%/1,000 envelopes (minimum 1,000)	0%
Custom double window 4" x 9" double-window check envelopes—ZY102 & ZY105 (Return Service Requested endorsement) <i>Note: 5% material handling fee (New)</i>	DET cost + 5%/1,000 envelopes (minimum 1,000)	0%
Bulk purchasing of custom double-window check envelope	DET cost + 13%/1000 envelopes (minimum 1,000)	0%
<i>Notes:</i> <ul style="list-style-type: none"> • Envelopes for inserting at DET are pass-through rates + 5% • Material handling charge for bulk purchase of paper goods: 13% • Custom processing of inserting output is charged at handwork rates. 		
E-Routing	\$0.10 per match	0%
Ink jet labeling—file processing		
File processed against National Address Database to identify all deliverable addresses and assign bar codes. Sorts the address file for presort arrangement according to current USPS requirements obtaining the best postage discounts possible per piece. Create and export custom data file.	\$10.00/1,000 records (minimum of 5,000)	0%
Basic setup	\$11.00/list (minimum of \$11.00)	0%
Ink jet labels onto #10 envelopes	\$20.85/1,000 labels (minimum of 1,000)	0%
Ink jet labels onto letter size pieces, flat size publications or envelopes, preparing for post office, if required. <i>Note: Custom mail preparation billed at handwork rates.</i>	\$25.75/1,000 labels (minimum of 1,000)	0%

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Tabbing		
Basic setup (tabbing setup is charged only when tabbing is done without labeling services)	\$11.00/group (minimum of \$11.00)	0%
White and opaque tabs, either one or two per mail piece	\$8.00/1,000 tabs (minimum of 1,000)	0%
Handwork		
Sorting, inserting, wrapping, etc. Includes messenger service and overtime. Worked with normal priority.	\$5.00/0.1 hour (minimum of \$5.00)	0%
Multimedia Services	Rates	Change
Video Services		
Compressed video conferencing (State Telecommunications System)		
In-state on-net @ 112-336 Kbps	\$6.50/hour	0%
In-state off-net @ 112-336 Kbps	\$10.00/hour	0%
Interstate @ 112-336 Kbps	\$14.00/hour	0%
BadgerNet Converged Network video conferencing		
Network video/month @ 384 Kbps	\$750	0%
Network video/month @ 6 Mbps	\$3,240	0%
<i>Note: Rates vary, based on bandwidth and type and amount of equipment.</i>		
Mediasite Services		
Base Charges		
\$75.00 per hour X 2 staff to do a webcast	\$150 per hour	0%
Setup and breakdown of equipment	\$300 per event	0%
Server, hardware & software licenses technical support; event coordination	\$155 per event	0%
Additional Charges		
Customized banner for presentation (optional)	\$25 per event	0%
Live broadcast (optional)	\$50 per event	0%
Any required travel, hotel, meal costs are paid by the customer.	variable	0%
<i>Note: Minimum charge for a Mediasite event is \$605.</i>		
Publishing Services		
Mainframe printing/page		
Impact, 1-10 pages	\$3.60/report	+3%
Impact, 10+ pages	\$0.26/page	+4%
Laser, 1-10 pages	\$2.60/report	+4%
Laser, 10+ pages	\$0.040/page	+5%
Network publishing		
Impression simplex	\$0.029/impression	0%
Impression side 2	\$0.027/impression	0%
Impression, 11 x 17 simplex	\$0.044/impression	NEW
Impression, 11 x 17 side 2	\$0.041/impression	NEW
<i>Note: The impression charge does not include paper, which is billed separately based on current market costs and a 13% handling charge.</i>		
Graphic design and pre-press	\$75.00/hour	0%
Color printing		
1-500 copies	\$0.50/copy + paper	0%
501-1,000 copies	\$0.45/copy + paper	0%
1,001-1,500	\$0.40/copy + paper	0%
1,501 and up	\$0.35/copy + paper	0%
Large Format	\$6.900/per sq foot	NEW
<i>Note: Rates recognize savings for longer print runs.</i>		
<i>Note: Material handling charge for purchase of paper goods: 13%</i>		
Monochrome on 2045	\$0.100/impression	NEW