

EXHIBIT B

Statement of Work

1. PURPOSE

This Exhibit provides the Statement of Work (SOW) for implementing the Ballot Now (BN) component of the Hart InterCivic eSlate Electronic Voting System for use by Boulder County, Colorado.

2. SCOPE

The Exhibit is intended to present a broad overview of the tasks and deliverables associated with implementing the Ballot Now voting system and is not structured to provide the detailed information that will be developed during the Work Process Analysis (WPA) and attendant Project Plan tailored specifically for the Boulder County project. All references to the "Agreement" and/or specific paragraphs refer to the AGREEMENT BETWEEN THE COUNTY OF BOULDER, COLORADO, AND HART INTERCIVIC, INC. FOR AN ELECTRONIC VOTING SYSTEM, unless otherwise noted.

3. PROJECT MANAGEMENT

3.1 The success of the Ballot Now implementation project rests on the extent to which representatives of Boulder County (the County) and Hart InterCivic, Inc. (Hart) form a cohesive project team marked by effective communication, consistent cooperation and common dedication to achieving project objectives.

3.2 Within five (5) working days of executing the Agreement, Hart will forward to the County a letter of appointment designating a Project Manager (PM) for the Boulder Colorado Ballot Now implementation project. The appointment letter will include the qualifications of the Project Manager for the County's review, following which the County may exercise its right of approval, as specified in the Agreement (paragraph 6.4).

3.3 The Hart PM will be the primary point of contact for the County regarding all aspects of the implementation project. The PM will be on-site for all major project events, as specified in the detailed project plan, and when not on-site, will be available by telephone for consultation, coordination and/or assistance. The PM will also be available for unscheduled on-site consultation at the County's request, such request normally being made a minimum of seven (7) days in advance, except under extenuating circumstances. PM on-site support beyond a total of 320 man-hours will be considered outside the scope of the Agreement and will be subject to billing at the then current Hart rate for project management professional services.

3.4 The PM will establish a schedule for regular and frequent meetings of the joint Boulder County/Hart InterCivic Project Team (Team), and this schedule will be incorporated in the project plan. Team meetings may include teleconferencing when all participants cannot be present on-site. The schedule will also include a Team election wrap-up meeting following the August 2004 "Primary Election" and a combined election wrap-up and final project review meeting following the November 2004 "Presidential Election". The PM will be responsible for the administrative details associated with Team meetings, including the recording and reporting of meeting minutes.

4. WORK PROCESS ANALYSIS

4.1 Within ten (10) working days of executing the Agreement, the PM will initiate a Work Process Analysis (WPA), which begins with gathering detailed information concerning the way in which the County conducts its election work processes. From this baseline knowledge of existing and expected County operations, the WPA team will identify ways in which future operations may be conducted to achieve the most efficient and effective use of the new Ballot Now electronic voting system. Two (2) deliverables of the WPA initiative are the WPA Report and the detailed Project Plan for the system implementation.

4.2 Additional focused analysis and reporting will be conducted in association with specific custom engineering projects as outlined in Attachments 1 and 2 to this Exhibit.

4.3 Conduct of the WPA and specific custom engineering project analysis will require the participation of County personnel who are responsible for or have detailed knowledge of various aspects of the County's election processes. The PM will coordinate the schedule for this participation, in advance, through the appropriate County supervisor(s) or point of contact designated by the County.

5. PROJECT PLAN

5.1 The PM will be responsible for developing, updating and publishing a detailed project plan that serves as the roadmap for managing the implementation project. A preliminary plan outlining the project schedule, major tasks, resource requirements and system delivery is presented at Attachment 2. This plan will be refined and updated as an integral part of the Work Process Analysis, and will identify any specific system delivery schedule adjustments required to achieve overall project objectives.

5.2 Sub-project plans associated with specific custom engineering projects will be developed as outlined in Attachments 1 and 2 to this Exhibit.

6. VOTER EDUCATION AND OUTREACH (VEO)

6.1 Within five (5) working days of executing the Agreement, Hart will forward to the County a letter of appointment designating a Voter Education and Outreach (VEO) Specialist for the Boulder Colorado Ballot Now implementation project.

6.2 Within ten (10) working days of executing the Agreement, the Hart VEO Specialist will establish communication with the County's designated point of contact and will initiate development of a tailored VEO plan for this project. A special VEO Program Team will be established as a component of the joint Boulder County/Hart InterCivic Project Team. The VEO Program Team will establish a meeting schedule to facilitate development of the VEO program and coordination of VEO activities with major implementation project events.

6.3 The scope of Hart's responsibility for the VEO program will include the VEO Specialist's assistance/support in the following areas: developing a tailored VEO plan and related implementation strategies, coordinating the activities of the VEO Program Team, providing VEO sample materials and templates, and training County staff in the areas of VEO presentations and materials development. Costs associated with reproducing or disbursing VEO materials, purchasing or leasing media space or time, producing media events or procuring other forms of mass distribution materials or services are not within the scope of the Agreement.

7. SYSTEM ACCEPTANCE

7.1 Within ten (10) days of executing the Agreement, Hart will provide the County a detailed plan for shipment, receipt and configuration of system components identified in Exhibit A of the Agreement. All initial setup, configuration and testing of system computers will be conducted by Hart technicians at Hart facilities, prior to delivery to the County for installation.

7.2 Upon delivery to the County for installation, all system components will be setup and tested by Hart technicians prior to release for use by the County. County staff training will culminate with Acceptance Testing designed to exercise all major facets of conducting an election with the Hart Ballot Now Voting System. This testing will encompass all hardware and software provided for the new Ballot Now system, except those components to be used exclusively for functions to be delivered by custom engineering projects. Acceptance testing will be conducted against the criterion specified in Attachment 3 to this Exhibit, and will be scheduled and coordinated for County and Hart participation as specified in the Agreement (paragraphs 4.2 and 13.).

7.3 Acceptance testing of specific custom engineering projects will be developed and conducted as outlined in individual sub-plans for the respective engineering project as indicated in Attachment 1 to this Exhibit.

8. TRAINING AND DOCUMENTATION

8.1 Hart will conduct comprehensive training programs as outlined in the preliminary project plan and specified in the detailed Training Plan included as Attachment 4 to this Exhibit. Training will include system documentation, user's guides, training and/or operations manuals and other special use materials noted in the Training Plan.

8.2 All training event scheduling will be coordinated through the PM, and the County is responsible for notifying County personnel of training schedules and insuring attendance of required trainees. Supplementary training requested beyond that specified in the Training Plan will be considered outside the scope of the Agreement and subject to billing at the then current Hart rate for training services.

8.3 Special focused training and system documentation associated with specific custom engineering projects will be scheduled through the PM and provided in individual sub-plans for the respective engineering project as indicated in Attachment 1 to this Exhibit.

8.4 The Hart PM will provide the County appropriate documentation regarding eSlate system compliance with State of Colorado or other appropriate voting system certification standards as specified in the Agreement (paragraphs 18.1 and 18.2).

9. MOCK ELECTION

9.1 Upon delivery of the specialized reports detailed in Attachment 1, a Mock Election will be conducted to test all functions of Boulder County's new Ballot Now system in an end-to-end system evaluation. The Mock Election need not encompass each individual piece of hardware, as this facet of equipment testing will have already been completed during Acceptance Testing. The Mock Election will be conducted using a ballot similar to that developed for the August 2004 Primary Election. A preliminary outline of tasks to be accomplished during the Mock Election is presented in Attachment 2 to this Exhibit.

9.2 The Mock Election is envisioned as an internal event managed primarily by the County staff. Hart support for the event will include the PM and a technical specialist. Specific testing of custom engineering functions will be developed as indicated in Attachment 1 to this Exhibit.

10. ELECTION SUPPORT

10.1 In addition to the Mock Election noted above, Hart will provide on-site support for the August 2004 "Primary Election" and the November 2, 2004 "Presidential Election" as referred to in the Agreement (paragraph 6.1) and detailed in this section.

10.2 Hart support for the August 2004 "Primary Election" will include the PM and two (2) Technical Specialists. This support will be on-site for the ballot processing on Election Day/Night operations. In addition, the PM and two (2) Technical Specialists will be on-site for the initiation of ballot processing for Absentee Voting By Mail and the start of Early Voting.

10.3 Hart support for the November 2, 2004 "Presidential Election" will include the PM and two (2) Technical Specialists on-site. This support will be on-site for the ballot processing on Election Day/Night operations. In addition, the PM will be on-site for the initiation of ballot processing for Absentee Voting By Mail.

10.4 Additional Hart support will be provided throughout the duration of the contract period as described in Exhibit C of the Agreement.

10.5 Hart will ensure that a Kodak representative is on-site during the ballot scanning process. Hart limits this coverage to four (4) days, which covers the scanning of absentee by-mail ballots (the three (3) days prior to election day) and election day ballots on election night.

Attachments (4)

Attachment 1: Statement of Work, Boulder County Integration, Signature Capture/Compare, Automated BN Ballot Printing, and Specialized Reporting,

Attachment 2: Preliminary Project Plan, Boulder County, Colorado, Ballot Now System Implementation,

Attachment 3: System Acceptance Test Criterion, and

Attachment 4: Training Plan.