

JR 2/13/14

## **AskED® Agreement**

**THIS AGREEMENT** is entered into as of this 10<sup>th</sup> day of February, 2011, by and between the **COUNTY OF Williamson**, a municipal corporation, hereinafter referred to as the "**COUNTY**," a County of the State of Texas, with principal offices 701 Main Street Georgetown, TX 78626; and **ROBIS ELECTIONS, INC.**, a firm with principal offices at 300 S. County Farm Road, Wheaton IL 60187 USA, hereinafter referred to as "**ROBIS**."

The agreement covers COUNTY's licensing of the **AskED®** software and the purchase of related services.

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### **1. The Software**

The **AskED® Help Desk** is software, to be run from a COUNTY-supplied server and existing networked computers. The software provides call-center operators with on-demand help, decision support, and solutions to Election-Day problems, as well as complete call tracking, alerts, dispatching, and numerous reporting features. The Help Desk includes election logic for voter verification and eligibility and other topics, provides information to election officials and operators, and gives on-demand answers to questions and problems in the County with a searchable, multimedia-enabled help system.

### **2. The Software License**

Subject to terms of this agreement, Robis grants to COUNTY a non-exclusive, non-transferable, limited license to permit the county to run the AskED server software on one server and to permit the number of licensed users indicated in Schedule A to log in and use the AskED® Help Desk software.

This Agreement does not transfer to COUNTY any ownership or proprietary rights in the AskED Help Desk software, and all rights, title and interest in and to the software will remain solely with Robis or its suppliers.

### **3. Maintenance and Technical Support**

So long as a paid maintenance and support agreement is in effect:

a) County will be provided current election decision support logic as needed to support County's procedures. Changes to the logic will be provided within fifteen (15) business days of receipt of written change request.

b) County will be provided second-level technical support on any issues related to AskED® Help Desk usage via phone, fax or email during normal Robis business hours on any non-election day. On Election Day, County will be provided such second-level technical support during the

hours that County's polls are open, provided County notifies Robis of its Election Day date and polling-place hours at least ten (10) business days prior to the election.

"Second-level technical support" means support to the County's support staff at the Elections office or satellite locations where the Help Desk is being deployed, and not directly to telephone operators, election inspectors, or other end-users. Note that this license does not include technical support for problems on County computers where such problems are not directly related to using the AskED Help Desk.

c) County will be provided any updates or upgrades to the Help Desk software free of charge as they become available.

#### **4. Help Topics**

The AskED Help Desk software includes a powerful, searchable help system. As part of the implementation listed below, ROBIS will assist the COUNTY in the creation of initial help topics as well as the designation of issue types, standard problems and designated experts. ROBIS will also train COUNTY staff on how to add and edit help topics and on how to link problems to solutions. After that initial customization, COUNTY is responsible for creating and/or editing its remaining help topics and for linking Election-Day problems to their solutions, and is responsible for obtaining any necessary rights to materials provided therein. County has a non-exclusive right to modify and use standard help topics as initially provided with the Software.

#### **5. Implementation & Project Management**

This agreement includes initial set-up of the Help Desk by Robis staff on the COUNTY's server (see Schedule A for one-time Implementation fee). Installation of the AskED Help Desk includes ROBIS working with COUNTY technical staff to implement AskED on COUNTY computers in the COUNTY's network environment. In addition to installation, the implementation will include setting up help topics, issues, problems, solutions and users for the first election. After the first election, jurisdiction will be responsible for modifications to the Help Desk or may contract with ROBIS for assistance as support-days.

#### **6. Election Data Programming**

For each election, Robis will assist COUNTY technical staff in loading current election data onto the COUNTY's Help Desk server into a SQL database for use on the AskED Help Desk. This data will include registered voters, addresses, election districts and ballot styles, in a format to be agreed upon by both parties' technical staff. Fees for election data programming are indicated under PRICING below.

#### **7. On-Site Training**

Robis provides on-site training services on the use of the AskED Help Desk at the cost of trainer days plus travel expenses as listed under PRICING. Each trainer day includes the on-site services of one Robis staff member for an 8-hour day or any part thereof. The content of this training can be tailored to COUNTY's particular needs and can be in one-on-one, small-group or large-

group format as determined by the COUNTY. Robis will provide training services on the use of the AskED Help Desk as indicated in Schedule A. Additional training beyond this initial agreement may be purchased at any time. This training will be scheduled by Robis and COUNTY with as much lead time as possible.

### **8. On-Site Support**

Robis offers on-site support services to support the use of the AskED Help Desk. On-site support is provided in increments of support-days. A support day normally refers to one staff person for a single 8-hour day or any part thereof. (Support on Election Day counts as one day, even though Election-Day support is longer than 8 hours.) Pricing for on-site support is listed under PRICING. On-site support is required for the first election in which COUNTY uses the AskED Help Desk. This Agreement includes the number of support days listed on Schedule A. Additional support days may be purchased as needed.

### **9. Pricing & Payments**

#### **a) Pricing**

- a. AskED Help Desk Standard is licensed per Help Desk user at the rate of \$2,700 per user.
- b. Annual Maintenance and support for the AskED Help Desk Standard is \$406 per year.
- c. AskED Help Desk Premium includes all of the features of AskED Help Desk Standard plus the AskED Materials Tracker. AskED Help Desk Premium is licensed per user at the rate of \$4,549 per user. COUNTY is licensing AskED Help Desk standard, but may upgrade to the premium at any time for the difference in rate. Other governmental entities purchasing under this agreement may choose AskED Help Desk Standard or Premium.
- d. Annual Maintenance and support for the AskED Help Desk Premium is \$683 per year.
- e. Initial implementation and Project Management are provided for the flat rate of \$5,000 and include the set-up of the Help Desk environment for COUNTY's first election.
- f. On-site support is purchased by staff support day at the rate of \$1,995 per support day plus flat rate expenses of \$850 per day.
- g. On-site training is purchased by staff support day at the rate of \$1,995 per support day plus flat rate expenses of \$850 per day.
- h. Loading of election data into the help desk (voters, precincts, etc.) is \$1,995 per data load and is required for the first election.

b) A first-in-state discount of 20% is available to the first five Texas counties that purchase the AskED Help Desk.

c) Quantities and items that have been selected by COUNTY as part of this agreement are indicated on Schedule A. COUNTY is eligible for the first-in-state discount.

- d) Perpetual software license fee and initial annual support fee will be billed upon signing of this agreement and are due within 30 days. All other fees will be billed as services are provided by ROBIS and are due within 30 days. Annual support and maintenance beyond the first year is optional and will be billed 30 days prior to the expiration of the existing support. Should COUNTY decide to continue annual support and maintenance, payment is due within 30 days of billing.
- e) Shipping and sales or use taxes, if applicable, are additional and will be billed as incurred.

#### **10. Confidential Information**

The parties acknowledge that, in the course of the project, either party may be exposed to confidential information including but not limited to: voter information, inventions, design processes, pricing formulas, election logic and other confidential or proprietary information. Both parties agree not to disclose Confidential Information to any person or entity during the term of this Agreement or until such time as this information become publicly available through no fault of the recipient. In particular, election decision support logic developed by Robis may only be used for the purposes of utilizing and supporting the Asked Help Desk and may not be shared outside of COUNTY or used for any other purpose.

#### **11. Independent Contractor**

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, ROBIS shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the COUNTY. As an independent contractor, ROBIS shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying the goods and shall have complete charge and responsibility for ROBIS's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, ROBIS covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the COUNTY, or of any department, agency, or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

#### **12. Other Governmental Entities**

Should other Governmental Entities decide to participate in this contract, vendor agrees that all terms, conditions, specifications, and pricing will apply. Governmental Entities utilizing Inter-Governmental Contracts with Williamson County are eligible, but not obligated, to purchase materials/services under this contract. All purchases by Governmental Entities other than Williamson County will be billed directly to and paid by that Governmental Entity.

Williamson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their materials/services as needed.

**13. Term and Termination**

This agreement is for a perpetual software license and does not expire. Should this agreement be terminated by COUNTY, no portion of the perpetual license fee will be refunded, and COUNTY will be responsible for all charged incurred before termination. Annual support and maintenance is optional and is subject to the payment of the annual support costs as outlined in this agreement. All confidentiality provisions will survive the termination of this agreement.

**14. Covenant Not to Induce**

COUNTY agrees not to induce any employee or contractor of ROBIS to accept employment or association with COUNTY or any other person, firm, corporation or entity.

**15. Entire Agreement**

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including any Schedules, which supersede any other understandings or writings between or among the parties.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

**COUNTY OF Williamson**

**ROBIS ELECTIONS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Schedule A -- Recommended Configuration (AskED® Help Desk)**

Presented 12/7/2010  
Williamson County Elections, TX

**14 seats****AskED Help Desk (problem-solving, call tracking, escalating, etc.)****One-Time Software Licenses & Fees**

AskED Help Desk Perpetual License

Price	Quantity*	Extended
\$2,700	14	\$37,800.00

**One-time Licenses & Fees Subtotal** **\$37,800.00**

**Implementation and Project Management**

\$5,000.00

**Implementation and Project Management Subtotal** **\$5,000.00**

**AskED Help Desk Annual Support & Maintenance**

AskED Help Desk Software Annual Support &amp; Maintenance

Price	Quantity	Extended
\$406	14	\$5,684.00

**AskED Help Desk Annual Support & Maintenance** **\$5,684.00**

**Training and On-Site Support**

Training and On-Site Election-Day Support

Price	Quantity	Extended
\$1,995	2	\$3,990.00

Training and On-Site Election-Day Support Expenses

\$850	2	\$2,550.00
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Election Data setup for Help Desk server per election

\$1,995	1	\$1,995.00
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**Training & On-Site Support Subtotal** **\$8,535.00**

**Total** **\$57,019.00**

**First in State Discount** **\$11,403.80**

**Total Initial Investment: AskED Help Desk** **\$45,615.20**

(Perpetual License, 1st Year Maintenance, Implementation, Project Mgt., Training, On-Site Support for First Election)

**Notes on Help Desk Estimate**

- (1) Support & Maintenance fee ensures 2nd-level technical support via phone/fax/email during normal business hours and all available updates to software and election logic.
- (2) On-site support and training as quoted are allocated as follows: 2 training days and 1 on-site support day for first election.  
Robis staff days will be determined cooperatively by Williams County Elections and Robis Election Services.
- (3) Any applicable tax is additional and will be billed as incurred.
- (4) Election Data set up is \$1995 per election
- (5) Annual Support and Maintenance is optional after first year
- (6) Price based on 100+ level users as an added "first in state" discount

Texas Sales Manager: Robert Saucedo, (630) 835-4303, rsaucedo@robis.net

AskED (Robis Elections, Inc.) Vice President of Sales: Tom Jones, (630) 818-5999

Robis Elections, Inc, 300 County Farm Rd., 3rd Floor, Wheaton IL 60187 USA

**Robis**<sub>Inc.</sub>  
Elections

Quote valid 30 days from above date. Thank you for the opportunity to provide this estimate.



## Schedule A. Quantities & Extended Pricing for Williamson County, TX

AskED® Help Desk Standard for Williamson County, Texas

AskED Help Desk Standard (problem-solving, call tracking, escalating, etc.)			
<b>One-Time Software Licenses &amp; Fees</b>	<b>Price</b>	<b>Quantity*</b>	<b>Extended</b>
AskED Help Desk Standard Perpetual License	\$2,700	14	\$37,800.00
<b>One-time Licenses &amp; Fees Subtotal</b>			<b>\$37,800.00</b>
<b>Implementation and Project Management</b>			\$5,000.00
<b>Implementation and Project Management Subtotal</b>			<b>\$5,000.00</b>
<b>AskED Help Desk Annual Support &amp; Maintenance</b>	<b>Price</b>	<b>Quantity</b>	<b>Extended</b>
AskED Help Desk Software Annual Support & Maintenance	\$406	14	\$5,684.00
<b>AskED Help Desk Annual Support &amp; Maintenance</b>			<b>\$5,684.00</b>
<b>Training and On-Site Support</b>	<b>Price</b>	<b>Quantity</b>	<b>Extended</b>
Training and On-Site Support	\$1,995	3	\$3,990.00
Training and On-Site Support Ex	\$850	3	\$2,550.00
Election Data setup for help desk server per election	\$1,995	1	\$1,995.00
<b>Training &amp; On-Site Support Subtotal</b>			<b>\$8,535.00</b>
<b>Total</b>			<b>\$57,019.00</b>
First in State Discount			<b>\$11,403.00</b>
<b>Total Initial Investment: AskED Help Desk</b>			<b>\$45,615.20</b>
(Includes Perpetual License, 1st Year Maintenance, Implementation & Project Mgt., Initial Training, and On-Site Support for First Election)			

Any applicable tax is additional.