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March 8, 2012

Secretary of State (SOS) VoteCal Project
RFP SOS 0890-46
Question and Answer Set #7

To All Interested Bidders:

Attached is Question and Answer Set #7. This Q & A Set contains questions received from bidders up to Key Action Date #14, December 23, 2011. Some questions may have been modified slightly from their original submitted form in order to help clarify and/or to protect the identity of the submitter.

Bidders are reminded that while the State has responded to bidder's questions, only those changes made via an Addendum to the RFP constitute official changes to the RFP.

If you have questions please contact me via e-mail at: Rhonda.Smith@dgs.ca.gov or by telephone at (916) 375-4502.

Sincerely,

/Signature on File/

Rhonda Smith
Procurement Official

VoteCal RFP SOS 0890-46 Q and A Set # 7: Bidder RFP Questions and Recommended Revisions and State Responses

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
1	I Exhibit 1.B (I-10)	<p>The bidder's final proposal checklist states the following: DO THE COSTS ENTERED ON THE COST SHEETS IN VOLUME III OF THE FINAL PROPOSAL SUBMITTAL CORRESPOND WITH THOSE COSTS IDENTIFIED IN THE CONTRACT EXHIBIT(S)?</p> <p>Please clarify to what contract exhibits this statement refers. Our understanding is cost information is to be provided only in Volume III.</p>	<p>The contract exhibits are the Cost Tables located in Section VII. The Cost Tables from Section VII shall be included in Volume III only. The State will revise Section I, checklist in a future addendum.</p>
2	V Requirement A7 (V-5)	<p>Issue: Bidder is able to provide a Letter of Credit as requested in the RFP Requirement A7, however, we respectfully request that the SOS consider either 1) eliminating this requirement ; or 2)changing the requirement such that the Contractor is required to provide a Performance Bond in lieu of a Letter of Credit. A Letter of Credit effectively reduces a Contractor's line of credit by the Letter's amount until the Letter expires or is cancelled; therefore, a Letter of Credit has an impact on Contractor's business that reaches beyond the project the Letter of Credit is intended to cover. As written, bidder believes the Agreement contains sufficient incentive to keep bidder motivated to perform under the Agreement (e.g. fixed-price contract model, withholding, and Liquidated Damages).</p>	<p>No, SOS will not consider either eliminating the Letter of Credit (LOC) requirement or changing the RFP to require a Performance Bond in lieu of the LOC.</p>
3	3a II C.1 (II-1)	<p>Several places in the RFP state that the vendor's offer must be valid for 180 days. The start date of the 180 day is stated differently in several places in the RFP. Please clarify the start date of the 180</p>	<p>In all three examples cited by the Bidder, the RFP should specify 180 calendar days after Contract Award, consistent with Section II.C.1. Impacted sections of the RFP will be revised in a future addendum.</p>

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	<p>3b V 3.A (V-15)</p> <p>3c IX.1 (IX-35)</p>	<p>day period for which vendors are asked to hold their bids and confirm that the 180 days are calendar days.</p> <ul style="list-style-type: none"> • A Bidder's Final Proposal is an irrevocable offer and is valid for 180 calendar days following the scheduled date for the Contract Award as set forth in Section I.F - Key Action Dates. • Section V states the cover letter must state the vendor's offer is good for 180 days from final bid submission. <p>A statement to the effect that the proposal is a firm and irrevocable offer that is good for 180 calendar days.</p>	
4	<p>4a IV, 5.m (IV-13)</p> <p>4b Attachment 1, Exhibit 2 Tasks & Deliverables, A (2 of 35)</p> <p>4c VI 1, 1st bullet on pg</p>	<p>The RFP states that changes may not be made to the SOS Network for specified periods prior to and following elections. The referenced elections include both 'elections for statewide office' and 'elections'. Please clarify if different elections are intended. If so, please provide definition of election types in the glossary.</p> <ul style="list-style-type: none"> • No changes may be made to the SOS network during the period beginning <u>sixty (60) calendar days</u> prior to and ending <u>thirty (30) calendar days</u> after an election. • No changes may be made to the SOS network during the period beginning <u>sixty (60) calendar days</u> prior to and ending <u>thirty (30) calendar days</u> after an election for <u>statewide office</u> 	<p>The period during which no changes to the network may be made begins 60 calendar days prior to and ends 30 days after a <u>statewide</u> election. RFP language will be revised to clarify this in a future addendum. The Glossary will also be updated in a future addendum to add terms/definitions for several election types.</p>

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		<p>No changes may be made to the SOS network during the period beginning <u>sixty (60) calendar days</u> prior to and ending <u>thirty (30) calendar days</u> after an election</p>	
5	V.C.3.f	<p>The RFP's Productive Use Requirements seem incomplete as currently published in Section V. Are VoteCal's Productive Use Requirements specified somewhere external to the RFP?</p>	<p>The State inadvertently omitted the VoteCal Productive Use Requirements. The RFP will be updated in a future addendum to include the requirements.</p>
6	<p>V Administrative Requirements (V-11, V-12)</p>	<p>Issue: In Section B.3.D Proposed Staff Qualification Requirements, the current requirements may exclude highly qualified staff unnecessarily.</p> <p>Recommendation: Recommend modifying the first paragraph in Section B.3.D and the bullets under Section B.3.D.a) for qualifications as follows: The Bidder agrees to provide information regarding references and staff capability for proposed role(s) using Exhibit V.6 - Staffing Experience Matrix and Exhibit V.7 – Bidder Staff Resume. The Bidder agrees that the State reserves the right to contact references listed in Exhibit V.6 to validate the proposed staff's experience and capabilities. All referenced work used to meet the requirements must have been performed within the past ten (10) twelve (12) years. Referenced work must have been for a client external to the Bidder's organization and subsidiaries. Research and development projects internal to the employee's organization will not be</p>	<p>SOS will extend the period of time during which the VoteCal Contractor's Project Manager (PM) is able to accrue the required experience in order to meet the requisite qualifications from the current ten (10) years to twelve (12) years. SOS will <u>not</u> accept the Bidder's recommended change to the experience qualifications currently specified for the VoteCal Contractor's PM. The VoteCal project's organizational complexity requires that a senior PM with qualifications meeting those currently specified in the RFP staff this critical VoteCal Contractor Key Staff Role.</p> <p>The described revision will be made in a future addendum.</p>

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		<p>counted towards the experience requirements.</p> <p>a) Project Manager (PM) - The PM will be responsible for managing all Contractor resources and activities relating to the completion of the deliverables outlined in the Contract. The PM must have:</p> <ul style="list-style-type: none"> • 60— 48 months experience with managing complex IT system implementation projects that have one-time total costs of \$20 million or more and that include many stakeholders and multiple external system interfaces (PM.1); • 60— 48 months experience managing projects utilizing Project Management Institute (PMI®) methodologies or similar professional project management methodologies (PM.2); • 36 months experience planning complete life-cycles of phased IT system implementation projects (PM.3); and <p>Copy of current Project Management Professional (PMP) or higher-level certification from the PMI®, or equivalent project management credential that is accredited under ISO/IEC 17024 (PM.4).</p>	
7	V Administrative Requirements (V-11)	<p>Issue:</p> <p>Given the fixed price nature of this Contract, the Contractor is amply incented to staff the project in a manner that best promotes project success. Choosing key staff with the requisite skills is one of the primary ways the Contractor can position</p>	<p>SOS will revise the language to remove the text for the State to declare the Contractor in default and will reference Section 23 in Attachment 2 - IT General Provisions Modified for the SOS VoteCal Project Only as requested.</p> <p>The described revisions will be made in a future addendum.</p>

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		<p>the project for success. The addition of Liquidated Damages for late performance as well as the possibility that the State could draw on the Contractor's Letter of Credit further incents and encourages the Contractor to perform and to deliver on time and with the anticipated deliverable quality that will keep the project moving forward. Therefore, the imposition of a new mechanism for the State to declare Contractor default seems punitive. It is requested that any default be based on Contractor's failure to perform and that it be consistent with the provisions of Section 23 of the IT General Provisions Modified for SOS, Termination for Default.</p> <p>Recommendation:</p> <p>Recommend the following modification:</p> <p>By submitting Exhibit V.6 - Staffing Experience Matrix and Exhibit V.7 – Bidder Staff Resume, for each of the six proposed key staff, the Bidder is certifying that the proposed staff named to each role fulfills <u>all the stated</u> requirements of that role. The State's determination of experience shall be final. In addition, if the State determines it has suffered any undue project Contractor delays in project performance in accordance with the agreed upon schedule or otherwise materially fails to perform under this Contract, deliverable quality degradation due to the Contractor's assignment of unqualified staff based on the requirements of this RFP, the SOS reserves the right to consider the Contractor in default and may terminate the Contract for cause pursuant to Section 23 of Attachment 2 – IT General Provisions Termination for Default.</p>	

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8	V.C.3 (V-15) VIII.b (VIII-2)	<p>This section identifies the required administrative requirements unique to the Draft and Final proposals. It also specifies those requirements under V.A also be submitted. In Section VIII.b, Requirement A.8 is identified, however this requirement is not part of V.C or V.A. Please confirm whether the draft and final proposals need to address Requirement A8 and that vendors need to resubmit audited financial statements and Exhibit V.8. [These documents were required to be submitted in the pre-qualification phase and are already part of the official procurement record].</p>	<p>Bidders must respond to requirement A8 - Financial Capacity/Responsibility (Mandatory) in the Final Proposals as well as the Pre-qualification Packages. Response to this requirement will not be required in Draft Proposals. This revision/clarification was included in Addendum #6.</p>
9	VI Requirements (VI-2)	<p>Issue: The standard of “any” discrepancies is vague and could delay the project for secondary or minor cosmetic issues that do not prevent or even impact core business functions. There is no contract definition for “discrepancies” nor does this term establish any materiality to the issue. For consistency with the contract terms, it is requested that that this process be tied to correction of “Deficiencies” (a defined term) and that the SOS define the level of severity level of a Deficiency that must be resolved before testing is considered accepted. This will provide clarity to the process for both the Contractor and SOS</p> <p>Recommendation: Recommend modifying the 4th paragraph on page VI-2 as follows: In addition to the SOS and contracted personnel</p>	<p>SOS will modify the RFP to define deficiency severity levels for VoteCal software and non-software deliverables and to specify that the DEDs for some deliverables <i>may</i> include provisions allowing the State to give Acceptance of the deliverable with uncorrected deficiencies of specified severity level(s) that will include specifying the conditions that will apply to such uncorrected deficiencies.</p> <p>SOS revisions will include supplementing the definition of the term “Deficiency.”</p> <p>These revisions will be included in a future addendum.</p>

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		<p>listed above, both the Independent Verification and Validation (IV&V) and Independent Project Oversight Consultant (IPOC) contractors will review deliverables. This review process is mandatory for the VoteCal Project and the Bidder should ensure that Project Management plans and the schedule incorporate time, responsibilities and steps for review by the oversight contractors. In addition, SOS has contracted with the IV&V firm to perform independent testing of the delivered applications. Bidder must resolve any discrepancies Deliverable Deficiency of a Critical Severity level as defined in the DED identified by the IV&V contractor before testing is considered accepted and signed-off by SOS. Bidders must factor this activity into the Test plan and draft integrated project schedule (IPS).</p>	
10	<p>VI Requirements P1 (VI-3) and Attachment 1 Statement of Work (13 of 20)</p>	<p>Question/Clarification: In requirement P1, on page VI-3, the PMP needs to be delivered “within thirty (30) calendar days of Contract award”. In the SOW, on page 13 of 20, it states “Contractor shall deliver the revised IPS and PMP, which shall be a Deliverable, to the State Project Manager for State’s review not later than 30 and 90 days after the Effective Date respectively.” Please clarify the difference in number of days for PMP delivery between the two sections and the intended number of days for the IPS delivery.</p>	<p>The RFP is intended to specify that the PMP shall be delivered within thirty (30) calendar days after Contract Award and the IPS shall be delivered within ninety (90) calendar days of Contract Award (as stated in Section VI, pages VI-3 and VI-4 and multiple other RFP locations). SOS will revise the RFP in a future addendum to make Attachment 1 – Statement of Work (page 13) provision 10.j.1 consistent with the rest of the RFP for PMP and IPS due dates.</p>

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11	VI.B.1 (VI-3)	<p>The first paragraph under Requirement P1 states the updated PMP shall be submitted within 30 calendar days of contract award. Paragraph four of Requirement P1 states the updated PMP is due within 90 calendar days of contract award. Please clarify the updated PMP due date. This same question applies to other Section VI requirements where both 30 and 90 days are cited. Please clarify for each requirement in RFP Section VI.b the updated plan due date.</p>	<p>The updated PMP shall be due within 30 calendar days of contract award. This revision/clarification was included in Addendum #6.</p>
12	<p>12a VI P2 (VI-4, 2nd para graph)</p> <p>12b VI P3 (VI-4 – VI-5)</p> <p>12c VI, P5 (VI-6)</p> <p>12d Attachment 1 SOW 3.b.2 (2 of 20)</p> <p>12e Attachment 1 Exhibit 2</p>	<p>The terms 'Contract award', 'Effective date', 'contract signature' appear to be restatements of a single key event. Would the State please confirm this understanding and clarify the key event to be used to measure the required response times. (Examples of the use of these terms are contained in the following five references, although this list is not exhaustive).</p> <ul style="list-style-type: none"> • The updated IPS shall be submitted for SOS review and approval within <u>ninety (90) calendar days of contract award</u>... • ..the updated Quality Management Plan shall be submitted for SOS review and approval within <u>ninety (90) calendar days of Contract award</u> • ...an updated Requirements Traceability Matrix Plan shall be submitted to SOS for review and approval within <u>thirty (30)</u> 	<p>In all cases cited in the Bidder's question, the key event is "Contract Award." SOS will correct RFP language to reflect this in a future addendum.</p>

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	<p>Tasks & Deliverable 1.3 (11 of 35)</p> <p>11f Attachment 1 Exhibit 2 Tasks & Deliverable 1.6 (12 of 35)</p>	<p><u>calendar days of Contract award...</u></p> <ul style="list-style-type: none"> • ...based upon the draft IPS in Final Proposal...within <u>ninety (90) calendar days of the Effective Date.</u> • Contractor shall deliver, within <u>ninety (90) calendar days of contract signature,</u> a QMP... • Contractor shall develop, within <u>30 calendar days from contract signature....</u> 	
13	<p>VI Requirements P8 (VI-7)</p>	<p>Question/Clarification:</p> <p>For Requirement P8 Training, and specifically the 2nd bullet on page VI-7, please provide the number of staff that will need to be oriented and trained on policy and business process changes by county. In addition, is it the expectation of SOS for county staff to be oriented and trained in a central location with multiple counties participating?</p>	<p>The State estimates that approximately 650 County staff will require VoteCal training, approximately two-thirds of which represent Elections staff and one-third of which represent IT and administrative staff.</p> <p>The State leaves it to the Bidder's proposed training approach, plan and budget to specify whether training for County staff should be structured with multiple counties attending a single training location in a central location or otherwise. The Bidder is reminded that the Contractor would be responsible for reimbursing County and State staff for travel and lodging expenses incurred if they are required to travel to attend the Contractor's training at a remote location.</p> <p>As SOS reported during the recent Confidential Discussions, the Sacramento County Registrar of Voters (ROV) has offered to make the ROV's training center available for VoteCal training purposes free of charge (subject to availability). The SOS main office in Sacramento also includes a training room which could be used for training smaller groups to staff as well.</p>

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			The RFP will be revised in a future addendum to include this additional information.
14	VI Requirements P9 (VI-8)	<p>Question/Clarification: For Requirement P9 Testing, and specifically the 3rd paragraph on page VI-8, please clarify and elaborate on the testing that the VoteCal Contractor is responsible for providing with regard to EMS systems? Is the contractor expected to test each remediated EMS system (i.e. testing tasks related to the EMS systems remediated through the separate remediation projects/contracts), or is the VoteCal Contractor o perform interface testing with the EMS contractor?</p>	The Contractor is not required to test the full remediation of each EMS system; however, the Contractor <i>is</i> responsible for testing the VoteCal-EMS interface for each county and the data integration as specified in RFP Attachment 1 SOW Exhibit 2 – Tasks & Deliverables, particularly in the descriptions of Deliverables II.2, II.8 and III.3 in that attachment.
15	VI Requirements P9 (VI-8)	<p>Question/Clarification: Please clarify in paragraphs 6 & 8 on page VI-8 that user acceptance testing will be performed by SOS staff.</p>	Yes, SOS staff will be responsible for user acceptance testing. The RFP will be updated in a future addendum to clarify this.
16	VI Requirements P9 (VI-8)	<p>Issue: The standard of “any” discrepancies is vague and could delay the project for secondary or minor cosmetic issues that do not prevent or even impact core business functions. There is no contract definition for “discrepancies” nor does this term establish any materiality to the issue. For consistency with the contract terms, it is requested that this process be tied to correction of “Deficiencies” (a defined term) and that the SOS define the level of severity level of a Deficiency</p>	<p>SOS will revise the RFP to refer to “deliverable deficiencies” instead of “discrepancies” in a forthcoming addendum.</p> <p>See the explanation provided in the State’s response to Q&A item #9 (above). The RFP revisions SOS intends to make to define deliverable deficiency severity levels (for VoteCal software and non-software deliverables) will respond to elements of this Bidder question as well.</p>

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		<p>that must be resolved before testing is considered accepted. This will provide clarity to the process for both the Contractor and SOS.</p> <p>Recommendation: Recommend modifying the 5th paragraph on page VI-8 as follows:</p> <p>The Contractor shall resolve issues encountered during testing before testing is considered accepted and signed-off by SOS. SOS has also contracted with an IV&V contractor to perform independent testing of the delivered applications. Bidder must resolve any discrepancies</p> <p><u>Deliverable Deficiency of a Critical Severity level as defined in the DED</u> identified by the IV&V contractor before testing is considered accepted and signed-off by SOS. Bidders must factor this activity and working with the IV&V contractor into their work plan.</p>	
17	Section VI, page VI-15, requirement S1.4	Could this electronic noticing requirement be satisfied using something like .Netsend?	The State cannot comment on a Bidder's proposed solution. However, the Bidder's solution must fully meet this requirement and all other requirements.
18	VI.D Table VI.1 S2.2 (VI-18)	For the purpose of estimating transaction volumes and WAN capacity required to support the search capability please define the term "all historical data". Can the bidder assume the definition of Historical Data is defined by requirement S3.2 which specifies name, address, UID, affidavit number, precinct and/or political district?	No. The 10-year limit in requirement S3.2 pertains to the defined historical data that VoteCal end users may select as "filters" in a VoteCal search for specific registered voters. Requirement S2.2 concerns the data that must be stored and maintained in VoteCal over time. The State requires that VoteCal store and make available for querying/reporting all data available in the county EMS' at the time of data integration (Phases V and VI) as well as all new records and record updates VoteCal receives throughout its continuing operation.

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19	VI.D Table VI.1 S2.27 (VI-26)	For the purpose of estimating storage, please provide the number of comments per voter record that bidders should use in sizing storage?	SOS will modify this requirement to include estimated number of comments per voter record in a future addendum.
20	Section VI, page VI-19, requirement S2.4.1	Is the Voter ID data element currently standardized across the all of the EMS' used in the California counties (same format, length, etc.)?	Each EMS currently maintains an EMS-specific standard for the Voter ID data element.
21	Section VI, page VI-20, requirement S2.8	This requirement states that VoteCal must maintain beginning and ending effective dates for address fields. Does the State expect VoteCal to retain addresses <i>after</i> their effective dates?	Yes
22	VI Requirements S2.30 (VI-27)	Question/Clarification: Addendum 6 inserted the phrase "and other applicable state and federal law". Please specify the other applicable state and federal laws being referenced.	The phrase "and other applicable state and federal law" will be removed from the RFP in a future addendum.
23	VI.D Table VI.1 S3.2 (VI-34)	Issue: We wish to confirm our understanding of the modification to this requirement made by Addendum 6. We believe the requirement is to provide 10 years of data in a search. Recommendation: If our understanding of this amended requirement is correct, we recommend rewording the	Bidder's interpretation of this requirement is accurate. Wording for this requirement will be clarified in a future addendum.

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		requirement to: read: "VoteCal must provide the ability to search up to ten (10) years of historical data by name, address, UID, affidavit number, precinct and/or political district fields."	
24	VI.D Table VI.1 S6.1.1 (VI-48)	The DMV new registration interface has not yet been implemented. To aid in planning and scheduling of the required VoteCal receiving interface, please specify the schedule for DMV to provide the new registrations process as referenced in this requirement.	In light of the fact that another VoteCal RFP requirement (S1.9) specifies that VoteCal must be able to receive new Voter Registration data from sources not identified in the RFP and because of uncertainty about when DMV will be able to submit new Voter Registration data to SOS, the RFP will be revised in a future addendum to remove requirement S6.1.1 and other explicit references to VoteCal receiving new Voter Registration data from DMV.
25	Section VI, page VI-91, requirement S24.4	Who makes the determination as to whether a provisional ballot is actually counted? If the counties make that determination, how will that information get into VoteCal?	Staffs working at the county level determine whether a provisional ballot is eligible to be counted. The Bidder's solution will specify the manner in which the VoteCal system will obtain information about whether a provisional ballot was counted.
26	VI Table VI.1 S24 (VI-92)	Question/Clarification: Since on-line voter registration will be available statewide, is it correct that the initial deployment of on-line voter registration (requirement S24.3) should occur no earlier than the Phase VI cutover?	Yes. The SOS anticipates that few, if any, of the features/functions defined for the VoteCal public website would be deployed until after all counties have been successfully transitioned to VoteCal (near the end of Phase VI – Deployment and Cutover). The RFP will be revised in a future addendum to clarify these deployment assumptions.
27	VI Requirements S24.8 (VI-94)	Question/Clarification: Addendum 6 included a new requirement that web pages and functions must be provided in English "as well as other languages required by	SOS has identified eleven (11) languages in addition to English that must be implemented by the time VoteCal is deployed. The completed VoteCal solution must be scalable to support pages in a total of twenty (20) languages in addition to English. This will be clarified in a future addendum.

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		<p>the Voting Rights Act, ...”</p> <p>Please specify the maximum number of language translations, to be provided by the SOS, that will the Contractor will need to support to meet this requirement.</p>	
28	<p>Section VI</p> <p>Requirements S.3.4, S3.4.1, S3.5, and S3.5.1. (VI-33-40)</p> <p>Technical Requirements (T4.1.2, T4.1.3, T4.2, and T4.2.1) (VI94-97)</p>	<p>Issue</p> <p>System Requirements (S.3.4, S3.4.1, S3.5, and S3.5.1) and Technical Requirements (T4.1.2, T4.1.3, T4.2, and T4.2.1) both address VoteCal System performance behavior. These requirements may result in unintended consequences for the Secretary of State.</p> <p>For example, the referenced system requirements (S.3.4, S3.4.1, S3.5, and S3.5.1) are intended to maintain system performance by predicting or estimating when a query will consume excessive system resources that degrade VoteCal operations. Solutions that utilize this approach are large users of system resources in themselves during the required predictive/estimation process. Moreover, if the prediction/estimation results in a result that is unfavorable, the query is killed and the end-user will not receive their requested information.</p> <p>This approach has several disadvantages. First, it requires intensive use of the very system resources that it is intended to conserve. Second, these requirements dictate a solution that would require custom coding to achieve. This coding, in turn, would likely be complex to develop and</p>	<p>The State is considering Bidders’ inputs on these requirements. The State expects to revise the cited S3 and T4 requirements in a future addendum.</p>

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		<p>burdensome to support. As a result, this approach could involve both higher initial project costs and maintenance and operations effort with a corresponding increased total cost of ownership.</p> <p>Alternatively, utilization thresholds may be used to manage large queries. This would include:</p> <ul style="list-style-type: none"> • Requiring the system be partitioned based on business workload, e.g. partition online processing from reporting data; • Identification of the estimated number of users and number of concurrent users for the system; • Identification of the number of automated services or processes which must run concurrent; and, • Specification of the required response time ranges per VoteCal system component as measured from the web server to database server. <p>This alternative approach will permit use of configurable solutions that establish priorities and either delay, suspend, or in the worse case stop the query if it exceeds a utilization threshold. This approach, therefore, is less demanding of system resources, less costly to implement and support and more user friendly than the predictive or estimation control of queries.</p> <p>Similarly, Technical Requirements T4.1.2, T4.1.3, T4.2, and T4.2.1 will require bidders to design a</p>	

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		<p>system that meets each individual test requirements that may not address the aggregate demands that the VoteCal system will confront during actual operations.</p> <p>An alternative approach is to replace these technical requirements with a foundation of performance based measures. This approach would consolidate measurements and time periods required to create a worst-case design criteria.</p> <p>Recommendation A single requirement that addresses system performance behavior requirements would provide a worst-case design criteria that represent the actual demands the VoteCal system will need to serve.</p> <p>Therefore, it is recommended that the System Requirements (S.3.4, S3.4.1, S3.5, and S3.5.1) and Technical Requirements (T4.1.2, T4.1.3, T4.2, and T4.2.1) be replaced with a single requirement that addresses system performance behavior requirements. This would include volumes, concurrent workload and performance response times that VoteCal will need to meet during its operations year-round in election and non-election periods.</p> <p>This comprehensive performance requirement would result in language similar to the following: 'VoteCal must support the following sustained</p>	

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		<p>transaction volumes concurrently while meeting all other requirements stated in this RFP:</p> <ul style="list-style-type: none"> • Three thousand (3000) county- and SOS-initiated transactions (e.g., EMS data transmittal of new and updated voter registration data, search for existing records, data retrieval for a record); • Fifteen (15) ongoing processes involving sequential updates of multiple records (e.g., roster generation, extracts for mailing that require update to the voter record, updates of voter participation history, updates on voter vote-by-mail status, voter precinct reassignments) ; • Six hundred (600) online registrations (creating and updating voter registration data through the public access website); • Two thousand fifty (2050) online retrievals of voter registration status and related data (e.g., vote-by-mail ballot status, provisional ballot status, and assigned polling place); • Twenty (20) report executions, extract requests, and county synchronization processes; • Twenty Six hundred (2600) online retrievals of voter registration status and related data (e.g., vote-by-mail ballot status, provisional ballot status, and assigned polling place); and • 50 synchronization processes ongoing. <p>Sustained transaction volumes identified in this section must meet the following response times</p>	

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>as measured from the database:</p> <ul style="list-style-type: none"> • 80% of the transactions in less than (w) seconds; • 90% of the searches in less than (w1) seconds; and • 98% of the searches less than (w2) seconds. <p>Searches for individual Registrants must meet the following response times as measured from the database.</p> <ul style="list-style-type: none"> • 80% of the searches in less than (x) seconds; • 90% of the searches in less than (x1) seconds; and • 98% of the searches less than (x2) seconds. <p>Searches for registrants for list maintenance using pre-defined simple search criteria, wherein simple is defined as registrant data attributes being exactly equal to system or user input values. Example: Matching on First Name, Last Name and Date of Birth) must meet the following response times:</p> <ul style="list-style-type: none"> • 80% of the searches in less than (y) seconds; • 90% of the searches in less than (y1) seconds; and • 98% of the searches less than (y2) seconds. <p>Searches for List Maintenance using complex research or ad-hoc criteria must meet the</p>	

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		following response times as measured from the database: <ul style="list-style-type: none"> • 80% of the searches in less than (z) seconds; • 90% of the searches in less than (z1) seconds; and • 98% of the searches less than (z2) seconds. 	
29	Section VI, Page VI-98, requirement T2.1	Which of the external systems that SOS currently interfaces with are compatible with service point architecture and which are not? For those that are not currently compatible, does the State anticipate any will become compatible in the project lifetime?	Currently only the DMV system/interface is compatible with service point architecture; however, both the EDD and CDPH systems/interfaces have the capability to be implemented as service points. The CDCR system/interface does not currently have this capability. It is possible that other external systems/ interfaces will be implemented as service points in the future.
30	Section VI, Page VI-98, requirement T3.2	Since SOS will have control over the designated Backup and Restore site, how can we ensure the availability of the site to meet our obligation to perform these responsibilities?	It is SOS' responsibility to ensure that the Backup and Restore site is available for the SI Contractor to use.
31	VI S3.2 (VI-100)	Question/Clarification: Can the state provide a description of the Backup and Recovery site and the services it provides for backup and recovery? For example, does the site simply provide for the storage of tapes: does the site provide floor space for backup and recovery equipment: or, does the site actually provide equipment to store electronic data? This information is required to architect the backup and	SOS assumes that the Bidder actually intends to refer to requirement T3.2, not S3.2 as stated. The State intends to issue a separate procurement for Backup and Recovery. As such, requested details are not available. However, as described in the VoteCal RFP, the Bidder is expected to develop an interface according to specifications published by the Backup and Recovery Vendor to "push" data to a Backup and Recovery Vendor site, and to "pull" it back when recovery is initiated. SOS does not intend that the VoteCal Contractor would

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		recovery architecture and integration with an offsite facility.	<p>be required to place hardware or equipment at the Backup and Recovery site.</p> <p>SOS anticipates publishing the Request for Information (RFI) for the Backup and Recovery services within the next 60 to 90 days.</p>
32	VI (VI-100)	<p>Question/Clarification: Please provide a description of the Backup and Recovery site and the services it provides for backup and recovery? For example, does the site simply provide for the storage of tapes; does the site provide floor space for backup and recovery equipment; or does the site actually provide equipment to store electronic data? This information is required to architect the backup and recovery architecture and integration with an offsite facility.</p>	This question is a duplicate of #31 (above) – please see response provided there.
33	VI VoteCal System- Schedule of Deliverable Payments	The VoteCal System- Schedule of Deliverable Payments table includes percentage breakdowns that extent to up to three decimal points. This will make project accounting and management difficult for the State and vendors. Would the State round-up these percentages to no less than a half of a percentage point?	Yes, the State will round all percentages in the Deliverable Payments table that appears in Section VII and Attachment 1, Exhibit 2 to one (1) decimal point. This change will be included in a future addendum.
34	VIII Proposal Format (VIII-1)	<p>Issue: The production processes surrounding the development of a proposal this size would be more manageable if the page number could be sequential within a proposal response section (e.g., Page I-1) in the same manner as the SOS</p>	The State agrees with the stated issue. The RFP will be revised in a future addendum.

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>RFP.</p> <p>Recommendation:</p> <p>Recommend modifying the 3rd paragraph as follows:</p> <p><u>All pages in the proposal must be consecutively numbered within a section, and must be standard 8.5" x 11" paper (except charts, diagrams, etc., which may be foldouts).</u></p>	
35 VIII	<p>Section A. (VIII-1)</p> <p>35a</p> <p>35b</p>	<p>All pages are required to be consecutively numbered. Accordingly:</p> <p>To accommodate the required consecutive page numbering convention and the circumstance that some documents are PDFs, please confirm that it is acceptable to insert a searchable page into the document in the location where the PDF would otherwise appear when the searchable page summarizes the PDF content, references the location of the PDF in the response, and references the PDF's file-specific page numbers.</p> <p>Audited financial documents exist as secure pdf files with consecutive page numbers unique to that file. Please confirm it will be acceptable to submit the audited financials with file-specific page numbers rather than consecutive page numbering.</p>	<p>Yes, Bidders can insert a searchable page into the document. See response to Question # 34.</p>
36	VIII-2. B.2 (VIII-2)	<p>Section VIII, Proposal Format, calls for cost data to be sealed and submitted separately from the proposal. Volume II is to include a "completed contract" that includes a signed Appendix A- State Contract (Standard 213 IT). Standard 213 IT has</p>	<p>Bidders shall sign the Standard 213 IT. The dollar value shall not be included by the Bidder on the Std 213IT.</p>

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		blanks for identifying the maximum amount of the agreement. How should vendors handle completion of Standard 213 IT?	
37	VIII-2. Section B.2 (VIII-2)	The RFP states "This volume must contain the complete Contract Terms and Conditions and all Attachments, complete in every detail." It appears for this procurement that STD 213 is the only contract document that contains fields to be completed by the contractor. Please clarify that STD 213 is the only form that needs to be completed at the time the Draft and Final Proposals are submitted.	Yes, the 213 is the only form that Bidders need to complete. This Section will be revised in a future addendum.
38	VIII Section B.5 (VIII-3)	The RFP requests a complete electronic copy of Volume I in searchable non-pdf format. For the exhibits that must be signed, the letter of credit, and audited financial statements, pdf is the only option to provide these documents in searchable, electronic format. Please confirm that to accommodate the required consecutive page numbering convention that it is acceptable to insert a searchable page into the document in the location where a PDF's would otherwise be located. The searchable page would include a summary of the document, a reference to where in the response the PDF documents are located and the unique file-specific page numbers of the PDF.	Yes, Bidders can insert a searchable page into the document. See response to Question #34.
39	IX Evaluation (IX-19)	Question/Clarification: How will maintainability costs be evaluated as	SOS will revise this criteria to clarify that the Bidder's proposal must demonstrate/explain how the proposed architecture will contain the level of effort (not costs) required to maintain the

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		Bidders are not allowed to describe costs in Volume 1? What criteria or factors will be used to estimate such costs?	<p>system as deployed and as extended by the addition of new components post-implementation.</p> <p>Relevant language in the RFP's Section VI and Section IX will be changed in a future addendum.</p>
40	IX Evaluation (IX-39 & 40)	<p>Question/Clarification:</p> <p>Addendum 6, page IX-39, restricts the DBVE incentive to Bidders that achieve "more than 3%". There are two Table IX-24. The first table on page IX-39 shows a DVBE point scale that ranges from 4% to 5% or more, the second Table IX-24 on page IX-40 shows points awarded from 1% to 5% or more. Please reconcile the difference between these references to the DVBE incentive.</p>	The RFP will be revised in a future addendum to reconcile the difference in the two tables.
41	X Demonstration	<p>Questions/Clarification:</p> <p>Please confirm if SOS intends to remove the demonstration requirement from the RFP.</p>	The RFP will be revised in a future addendum to clarify that there is not a requirement for the VoteCal Contractor to provide a Demonstration.
42	Attachment 1 Statement of Work (1 of 20)	<p>Issue :</p> <p>In Section 1(d) the Contractor's obligation to provide support and software upgrades should be limited to that period of time when the Contractor holds the applicable licenses to the software. Upon transfer of the software, this obligation should belong to the SOS.</p> <p>Recommendation:</p> <p>Requested revision: All Contractor Commercial Proprietary Software, other Pre-Existing Materials, and Third-Party</p>	SOS intends that the VoteCal Contractor will provide the complete VoteCal solution, including maintenance and upgrade activities for all hardware and software components included within the VoteCal System (during Phase VII and for the duration of any optional contracts established for hardware and/or software maintenance and support). To be consistent with SOS' intentions and to address the concern the Bidder expresses (in this and two (2) related items) that the Contractor's maintenance/upgrade support responsibilities for the VoteCal software/hardware components should be limited to that period of time when the Contractor holds the applicable license/title, the RFP will be changed in a future addendum to specify that the Contractor will retain license and title for all software and hardware components

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>Software components included in the VoteCal System must be fully supported by their licensors in accordance with maintenance agreement terms of such licensors at the time this Agreement completes at the end of Phase VII – First Year Operations and Close-Out (see the description of Deliverable VII.4, Complete Contract Implementation Close-out in Attachment 1, Exhibit 2, Section E – First Year Operations and Close-out). Further, the Contractor is responsible for ensuring that the licensor provides such support from the time the Contract is awarded to the Contractor throughout the term that the Contractor provides Maintenance and Operations Services until transfer of the Software to the SOS. Any Software upgrades or other changes necessary to continue receiving the licensor’s maintenance services for the Contractor Commercial Proprietary Software and Third-Party Software will be made by the Contractor without additional cost to SOS prior to the transfer of the Software to the SOS.</p>	<p>included in the VoteCal Contractor’s solution through the end of Phase VII – First Year Operations and Close-out, at which time license/title will transfer to SOS at no additional cost to the State.</p> <p>It should be noted, however, that SOS intends that, even though SOS would hold title and license for the VoteCal software and hardware components at such time, a Contractor awarded any of the optional contracts for post-Phase VII VoteCal hardware and/or software maintenance and support services would be responsible for providing the specified maintenance support and services, as described in Attachment 1 SOW, Exhibit 4 – Hardware, Platform Software and VoteCal System Maintenance and Operation Services and Help Desk Service Levels and in Attachment 1 SOW Exhibit 5 - Software Maintenance and Operations Services and Help Desk Service Levels for the VoteCal System.</p>
43	Attachment 1 Statement of Work (1 of 20)	<p>Issue: In Subsection 1.(3) the Contractor’s obligation to provide support and upgrades for software development tools should be limited to that period of time when the Contractor holds the applicable licenses to the software development tools. Upon transfer to the SOS, this obligation should belong to the SOS.</p> <p>Recommendation:</p>	See response to item #42 (above) – that response applies to this Bidder question/recommendation as well.

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>Requested revision: All Software development tools proposed for use in developing and implementing the VoteCal System must be fully supported by their manufacturer in accordance with the maintenance agreement terms of such manufacturer at the end of Phase VII – First Year Operations and Close-out. Further, the Contractor is responsible for ensuring that the manufacturer provides such support from the time the Contract is awarded to the Contractor throughout the term that the Contractor provides Maintenance and Operations Services until transfer of the applicable tools to the SOS. Prior to the transfer of the applicable tools to the SOS, Any Software upgrades or other changes necessary to continue receiving the manufacturer’s maintenance services for such Software development tools will be made by the Contractor without additional cost to SOS.</p>	
44	Attachment 1 Statement of Work (1 of 20)	<p>Issue: In Subsection 1.F, the Contractor’s obligation to provide hardware maintenance or other changes necessary to continue receiving the manufacturer’s maintenance services for such hardware should be limited to that period of time when the Contractor holds the applicable licenses/title to the software and hardware. Upon transfer of the software and hardware, this obligation should belong to the SOS.</p> <p>Recommendation: Requested revision:</p>	See response to item #42 (above) – that response applies to this Bidder question/recommendation as well.

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>All VoteCal System Hardware components must be fully supported by their manufacturer at the end of Phase VII – First Year Operations and Close-out. Further, the Contractor is responsible for ensuring that the manufacturer provides such support from the time the Contract is awarded to the Contractor throughout Phase VII – First Year Operations and Close-out. Prior to the transfer of the applicable hardware to the SOS Any Hardware maintenance or other changes necessary to continue receiving the manufacturer’s maintenance services for such Hardware will be made by the Contractor without additional cost to SOS.</p>	
45	Attachment 1 Statement of Work (3 of 20)	<p>Issue: In paragraph 3(e), any identified changes are the default responsibility of SOS in the current RFP text: “The Contractor shall work directly with the State to help State determine changes that will be required to existing State and other systems to support the Project and operate with the System in accordance with applicable Specifications.”</p> <p>Recommendation: Recommend adding a sentence to paragraph 3(e): The Contractor shall work directly with the State to help State determine changes that will be required to existing State and other systems to support the Project and operate with the System in accordance with applicable Specifications. <u>Upon identification of the changes, the State shall initiate a Change</u></p>	<p>The Bidder’s proposed language is unacceptable to the State.</p> <p>A change request is the mechanism SOS would use <i>if</i>, after the Contractor has helped SOS to identify changes needed in the other SOS systems, SOS requests the VoteCal Contractor to <u>make</u> the changes.</p> <p>It should be noted SOS does not currently anticipate requesting that the VoteCal Contractor to make such changes to the other SOS systems referred to in the cited RFP location. The “other systems” of focus in this provision exclude the pre-existing and new interfaces explicitly included within the VoteCal Contractor’s scope (as defined within the requirements in RFP Section VI – Project Management, Business and Technical Requirements).</p> <p>The RFP will be revised in a future addendum to include these clarifications.</p>

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p><u>Request for any additional work to be performed by the Contractor.</u></p>	
46	Attachment 1 Statement of Work (4 of 20)	<p>Issue: Paragraph 4(d), requires review and approval of all Contractor staffing changes. Given the Fixed Price nature of the proposed contract, this practice is impractical. Bidder requires the flexibility to staff the project in such a way as to allow for timely completion of the Services within the agreed upon value of the Contract; therefore, it is requested that this provision be limited to Key Staff positions only</p> <p>Recommendation: Recommend re-wording the paragraph so that it is focused on Key Staff Roles as follows: If any of the Key Staff submitted by the Contractor for the Contract is unable to participate in this Contract at any time, they must be replaced with comparably qualified staff who meets the minimum RFP qualifications within twenty-eight (28) State business days. The Contractor may request changes to Key Staff roles (either replacement or additional staff) by submitting a written request to the SOS Project Director. The request must include customer references and a current resume for each replacement of Key Staff. The SOS may, at its sole discretion, request additional information to substantiate whether the replacement of Key Staff is in compliance with the RFP requirements. Within ten (10) State business days after receipt of the request or additional information, the SOS Project Director will</p>	SOS confirms that the referenced section of the RFP is intended to apply to the VoteCal Contractor's staff designated to fill the six (6) Key Staff Roles and will revise the RFP in a future addendum to clarify this.

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>respond, in writing, indicating approval or rejection of the proposed replacement of Key sStaff. The SOS Project Director must approve replacement of Key sStaff in writing before they begin work on the project.</p>	
47	Attachment 1 Statement of Work (4 of 20)	<p>Issue: Similar to Section 4.d, above, it is requested that paragraph 4(e), be limited to Key Staff roles. In addition, bidder objects to the stated remedy if the Contractor is unable to find a replacement for a Key Staff role. The State’s Standard Provisions and the Statement of Work provide a due process to address vendor performance which the State believes is unsatisfactory. Therefore, the Contractor should only be in material breach of contract for a failure to perform and not automatically deemed to be in material breach for a failure to timely fill a Key Staff role if the Contractor is otherwise able to maintain the required schedule and level of performance. Given that this is a fixed price project, the burden of performance remains with the Contractor. Accordingly, It is requested that this section be modified as follows:</p> <p>Recommendation: (e) If any of the proposed replacement of Key Sstaff are reasonably rejected, the Contractor shall work diligently to promptly provide a and a qualified replacement to SOS for approval within 20 State business days of the rejection., the Contractor will be in material</p>	<p>SOS confirms that this provision is also intended to apply to VoteCal Contractor staff filling the six (6) Key Staff Roles only. SOS also agrees to revise this provision so that material breach of Contract is no longer specified as a remedy if the Contractor does not adhere to the timelines and process specified for replacement staff. These revisions will be included in a future addendum.</p>

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		breach of the Contract unless SOS provides an extension in writing before the deadline is exceeded..	
48	Attachment 1 Statement of Work (4 of 20)	<p>Issue: In paragraph 4 (f), recommend limiting SOS replacement of Contractor staff to those instances where the Contractor staff is not performing or is otherwise disruptive to the progress of the project. Under a fixed price project, the Contractor must retain reasonable control over its staffing choices so as to manage its ability to timely deliver the project within projected cost. Excessive requests to change staff have the potential to impact the Contractor's ability to execute the project as planned. Accordingly, it is also requested that the Contractor be provided an opportunity to remedy the situation, when possible, in order to minimize potential staffing impacts.</p> <p>Recommendation: Recommend re-wording the paragraph as follows: "The SOS reserves the right in its sole discretion to require the Contractor to replace any assigned staff at any time, <u>due to poor or otherwise disruptive performance,</u> subject to compliance with applicable law and provided that the SOS has notified the Contractor in advance of the issue and allowed the Contractor a reasonable amount of time to remedy the concern. If the concern is not remedied. The SOS will notify the Contractor in writing when exercising that <u>the right to require replacement staff.</u> The Contractor, no later than thirty (30) State business</p>	SOS will take the Bidder's concerns and suggested RFP revisions under consideration. If SOS decides to revise this provision those changes would be included in a future addendum.

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>days of such notification, shall provide a replacement candidate that meets or exceeds the requirement as defined in this RFP.”</p>	
49	Attachment 1 Statement of Work (4 of 20)	<p>Issue: Similar to Section 4.d, above, it is requested that paragraph 4(g), be limited to Key Staff roles</p> <p>Recommendation: In paragraph 4(g), recommend re-wording the paragraph so that it is focused on Key Staff Roles as follows:</p> <p>The SOS Project Director reserves the right to approve or deny Contractors’ proposed replacement <u>of Key Staff if such replacement staff fails to meet the staffing requirements for the applicable position as stated in the RFP.</u> Any proposed replacement <u>of for Key Staff</u> must have the same or higher-level skills and experience as those requirements stated in the RFP. Contractor must request approval of replacement <u>of Key Staff</u> from the SOS Project Director in writing at least ten (10) State business days before they are scheduled to begin work on the project and replacement <u>s of for Key Staff positions</u> shall not start on the Project without the SOS Project Director’s written approval. The SOS reserves the right to disapprove additional staff before they start on the project.</p>	<p>SOS confirms that this provision is intended to apply to the VoteCal Contractor staff filling the six (6) Key Staff Roles defined in the RFP. However, the proposed limitation on SOS’s ability to approve or deny the suggested replacement of Key Staff is unacceptable to the State. The RFP will be revised in a future addendum to clarify that the referenced provision applies to the six (6) Key Staff.</p>
50	Attachment 1	<p>Issue: In paragraph 4(h), the SOS retains the right to</p>	<p>The SOS will revise the RFP in a future addendum to incorporate the Bidder’s proposed language.</p>

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
	Statement of Work (4 of 20)	<p>approve any changes made to Subcontractor's performing under the Project. It is requested that approval of any Contractor changes not be unreasonably withheld or delayed. In the unlikely event that a selected Subcontractor is unable to perform as anticipated, Contractor seeks the ability to mitigate the impact of such nonperformance as soon as possible.</p> <p>Recommendation: Please add "<u>such approval not to be unreasonably withheld or delayed at the end of the second sentence in this paragraph</u>".</p>	
51	Attachment 1 Statement of Work (8 of 20)	<p>Question/Clarification: In section 8, Change Control Procedures, and the 3rd bullet on resolution of issues, please clarify whether the Contractor is required to use the State's issue, risk, and change request tracking tools, or if the Contractor is responsible for providing these tools. If the Contractor is required to use the State's tools, please specify the toolset(s) to be utilized.</p>	<p>No, the RFP does not require the Contractor to use the State's software tools for issue, risk or change request tracking. It <i>does</i> require Contractor to participate in the State's processes as described in Attachment 1 SOW, Exhibit 2, Phase 0 – Ongoing Process Tasks and Deliverables and as delineated in detail in project management plan documents in the Bidders Library. Therefore, the Contractor would be required to use the MS Word, MS Excel and/or MS Access-based templates that the State will make available to submit project issues, risks and changes to SOS.</p>
52	Attachment 1 Statement of Work (9 of 20)	<p>Issue: In paragraph 10(c)1, there are multiple references that would be the basis of Deliverable acceptance criteria.</p> <p>Recommendation: Recommend modifying the text to clarify that the criteria in the DED shall be the sole criteria for deliverable acceptance, as follows:</p>	<p>The SOS will revise the RFP in a future addendum to address the basis of Deliverable acceptance criteria.</p>

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>“Contractor shall provide SOS with the Deliverables and Services on or before the applicable delivery dates in the PMP and IPS, as mutually agreed upon in writing and described in this Contract. Contractor and SOS shall utilize the Specifications, the DEDs, the IPS, PMP, the RFP, the Proposal, the Deliverables for which SOS has previously granted Acceptance, Contractor’s professional knowledge, and this Contract as the basis for mutually establishing the DED for a Deliverable. The DED will then be the acceptance criteria for that Deliverable.of subsequent Deliverables and Services.</p>	
53	Attachment 1 Statement of Work (9 of 20)	<p>Issue: In paragraph 10(c)3, the SOS testing review period is not sufficiently defined given the fixed price nature of the contract and the imposition of Liquidated Damages for failure to meet defined Phase End Dates.</p> <p>Recommendation: Recommend modifying the following sentence for scenario of SOS testing time exceeding the 10 day review period: The SOS’s testing time for Software Deliverables submitted for Acceptance shall be as documented in the DED, IPS, and PMP but will be ten (10) State business days if not so documented, without requiring SOS’s concurrent review of multiple Deliverables unless otherwise agreed upon by the SOS in the DED, IPS or PMP. However, the testing time may, in the SOS’s</p>	<p>SOS will revise the RFP in a future addendum in a manner that is expected to address at least some of the Bidder’s concerns.</p> <p>Refer to the State’s response to item #9 earlier in this document for information about RFP revisions related to deliverable deficiencies.</p>

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>reasonable discretion, be extended on a day to day basis, <u>should the SOS, in its reasonable discretion, elect to extend the SOS review period for reasons other than addressing a Software Deliverable Deficiency of a Critical Severity level as defined in the DED, the SOS shall use the provisions of Section 7 (b) of the Statement of Work, to implement the project change to address cost impacts of the extension and altering the project schedule accordingly to reflect the change in downstream dates.</u> The SOS shall notify Contractor of Deficiencies that the SOS requires the Contractor to remedy, and the Contractor shall correct the Software Deliverable Deficiencies within five (5) State business days of receiving notice from the SOS. SOS may, at its discretion, allow a period longer than five (5) State business days in consideration of the scope of the change required to address the Deliverable Deficiencies.</p>	
54	Attachment 1 Statement of Work (9 of 20)	<p>Issue: In paragraph 10(c)4, the time for SOS to review document deliverables is not sufficiently defined for a fixed price contract with a backdrop of Liquidated Damages.</p> <p>Recommendation: Recommend modifying the paragraph to read:</p> <p>SOS review time for document Deliverables submitted for Acceptance will be determined at the time the Deliverable DED is developed and</p>	The Bidder's recommendation references "old" RFP language that was revised and replaced in Addendum #5 (Sept 23, 2011). SOS believes the language currently specified in the RFP sufficiently addresses the Bidders concern.

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>will be based on the type and complexity of said Deliverable, and the times included in the preliminary IPS and PMP. At a minimum, SOS will require ten (10) State business days for review, comment and approval on a Deliverable unless otherwise agreed upon by the SOS in the IPS or PMP. Document deliverables that are more complex and/or over 100 pages will may, in the SOS's discretion, require a minimum of <u>no more than 20 or more</u> State business days. <u>Should the SOS require more than 20 State business days to review, the SOS shall use the provisions of Section 7 (b) of the Statement of Work, to implement the project change to address cost impacts of the extension and altering the project schedule accordingly to reflect the change in downstream dates.</u></p> <p>Changes to these review times shall be discussed during the DED review period and mutually agreed upon by both parties.</p>	
55	Attachment 1 Statement of Work (9 of 20)	<p>Issue: In paragraph 10(c)5, the time for SOS to test software deliverables is not sufficiently defined for a fixed price contract with a backdrop of Liquidated Damages.</p> <p>Recommendation: Recommend modifying the paragraph for scenario of SOS testing time exceeding the 10 day review period:</p> <p>The times for review and testing times assume that SOS will not conduct a concurrent review or</p>	The SOS will revise the RFP in a future addendum.

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>test of multiple Deliverables submitted for Acceptance. If multiple Deliverables must be reviewed or tested concurrently, review and testing times will depend on the nature and complexity of the Deliverables, available SOS and Contractor resources, and the number of Deliverables concurrently being reviewed and tested. However, at least most ten State business days will be required for each Deliverable's review or testing, unless the SOS and Contractor otherwise agree in the DED, IPS or PMP on the numbers of days that SOS will require to concurrently review and test multiple Deliverables. Testing time may, in the SOS's reasonable discretion, be extended on a day-to-day basis to the extent that the SOS's review of a Deliverable or concurrent review of multiple Deliverables and review of corrections of Deficiencies in accordance with the Acceptance process and Acceptance test plan is longer than described in the DED, IPS, or PMP, or longer than ten (10) State business days, as applicable. Should the SOS require more than ten days to complete its review or testing, the SOS shall use the provisions of Section 7 (b) Unanticipated Task, of the Statement of Work, to implement the project change <u>to address cost impacts of the extension and altering the project schedule accordingly to reflect the change in downstream dates.</u></p>	
56	Attachment 1 Statement of Work (10 of 20)	<p>Issue: In paragraph 10(c)7, the process includes the ability of the SOS to identify Deficiencies that had</p>	The Bidder's proposed language is unacceptable to the State.

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>not been previously noted during the initial Acceptance Period. This promotes a process of allowing for less than thorough acceptance reviews which could unduly delay the project and impact the Contractor's ability to meet Phase End dates. Bidder suggests clarifying this language to establish that the re-review is limited to confirming that the originally identified Deficiencies have been corrected and also establishing that the Acceptance Criteria specified in DED for such Deliverable will be the Acceptance Criteria for the SOS's review of the Deliverable.</p> <p>Recommendation: Recommend modifying the text as follows:</p> <p>When the Contractor completes correcting a Deliverable to address the State's documented Deficiencies and re-submits the revised Deliverable to the State, the State's testing time for the re-submitted Deliverable will be the same number of business days specified for review of the originally submitted Deliverable. If the State identifies new or remaining <u>that the previously documented</u> Deficiencies <u>or revised content</u> in a resubmitted Deliverable <u>do not conform to the Acceptance Criteria for that Deliverable as stated in the DED</u>, these Deficiencies shall be communicated to the Contractor in a written notification and subsequent Contractor and SOS actions (and the number of State business days allowed for each) action proceed in the same sequence as described for the first time the Contractor submits until the Deliverable is approved.</p>	

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57	Attachment 1 Statement of Work (10 of 20)	<p>Issue: In paragraph 10(c)9, work on subsequent deliverables by Contractor may not proceed prior to the State’s formal acceptance of preceding deliverables being reviewed. This can lead to unproductive/idle staff tasking and otherwise extend and impact the overall project schedule.</p> <p>Recommendation: Recommend modifying the paragraph to allow for productive progress during this period as follows: Unless otherwise permitted prohibited by the PMP or IPS, work on subsequent Deliverables may not proceed prior to the State’s formal Acceptance of the preceding Deliverables <u>within the timeframes provided for review</u>. However, if Contractor proceeds with work on subsequent Deliverables prior to such Acceptance of preceding Deliverables, <u>the Contractor acknowledges that the</u> man involve no SOS VoteCal staff or contractors other than Contractor’s own staff <u>will give priority to reviewing preceding Deliverables within the specified timeframes and may not be able to support</u> in such work unless approved in writing by the SOS Project Director and, with or without the State’s approval, <u>SOS Vote Cal staff and Contractor shall agree on the process by which proceed with such work can continue without jeopardizing the project schedule</u> Contractor’s sole risk and understanding Contractor may need to repeat previously performed work without payment therefore by the State.</p>	<p>The Bidder’s proposed language is unacceptable to the State. However, SOS will consider possible alternative RFP revisions that might address the Bidder’s concerns (at least in part).</p> <p>In the provision referenced by the Bidder, the RFP currently provides the Contractor a process for requesting the VoteCal Project Director to permit staffing to work on subsequent deliverables on a case-by-case basis. SOS will revise this provision to make this process clearer.</p> <p>Revisions will be made in a future addendum.</p>

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58	Attachment 1 Statement of Work (10 of 20)	<p>Issue: In paragraph 10(c)10, deliverable acceptance by SOS is not binding and final. This approach undermines the importance of the DED and deliverable review process that is meant to align all parties in the development and thorough review of deliverables. Moreover, other provisions of the contract including, withholds, a warranty period to address deficiencies which occur after acceptance provide the State with extensive protection. Conversely, Bidder's have no way of estimating when a deliverable is completed if acceptance does not have finality.</p> <p>Recommendation: Since Warranty provides for resolution of Deficiencies identified following Deliverable acceptance, recommend modifying paragraph 10(c)10as follows: "By submitting a Deliverable, Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner which will, in concert with other tasks, meet the Specifications stated or referred to in the Contract. The parties acknowledge and agree that the State's Acceptance of a Deliverable indicates only that it has reviewed the Deliverable and confirmed that the Deliverable meets its Acceptance Criteria as set forth in the applicable DED and detected no Deficiencies at that time and that the State's Acceptance of a Deliverable does not discharge any of Contractor's obligation to insure comprehensiveness, functionality, effectiveness</p>	SOS will make revisions that will address the Bidder's concern. SOS revisions will be included in a future addendum.

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		<p>of Certification of the VoteCal System as a whole. Further, Acceptance by the State will not be final and irreversible, including but not limited to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall also not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any Deficiency. "</p>	
59	Attachment 1 Statement of Work (13 of 20)	<p>Issue: As written, paragraph 10(d)1, permits immediate termination of the entire Agreement as well as a refund of all monies paid by SOS for Services and Deliverables rendered to date (including those that have been accepted) if Deficiencies in a single Deliverable cannot be corrected within the allotted schedule.</p> <p>Bidder would like to clarify that it is SOS's intent that Acceptance be an iterative process allowing for a reasonable number of attempts for Contractor to correct SOS identified Deficiencies. Prior to electing termination, Bidder believes SOS should consider election of an equitable adjustment in the cost of the deliverable to reflect the decreased value of the uncorrected Deficiency. Finally, Bidder believes that the termination process should be as set forth in Section 23, Termination for Default of Attachment 2 – IT General Provisions and that there should not be a separate and distinct termination provision which applies in this instance.</p> <p>Recommendation:</p>	SOS will make revisions that will address the Bidder's concern. SOS revisions will be included in a future addendum.

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>Recommend modifying the paragraph as follows: “If Contractor is unable to correct all Deficiencies within the number of days indicated following the Deliverable’s scheduled acceptance, or if no such date is specified in the IPS, 30 calendar days from Certification, State may, at its option: (i) continue reviewing or performing acceptance tests on the Deliverable and require Contractor to continue <u>revising the Deliverable</u> until <u>the noted</u> Deficiencies are corrected or eliminated; (ii) request Contractor to provide, at its expense, a replacement Deliverable for further review or acceptance tests; (iii) set off from the price to the extent State determines the Deficiencies for the Deliverable have not been corrected and provide Acceptance for the Deliverable (e.g., if the State were to adopt this remedy for a deficient Deliverable that the State is scheduled to pay the Contractor \$10,000 if its Acceptance Criteria are fully met, and the State estimates it will accrue 50% of the anticipated value from this deficient Deliverable, then the Contractor would be paid \$5,000 using this set off method; <u>or accept an equitable adjustment in the cost of the applicable Deliverable in an amount to reflect a reduction in the value of the Deliverable as a result of the noted Deficiencies that have not been corrected and/or provide full or conditional Acceptance for the applicable Deliverable. If none of the aforementioned remedies is determined by the State to be feasible</u> (iv) immediately terminate this Contract, in whole or in part after rejecting the Deliverable without penalty or liability to State, and return the</p>	

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>Deliverable to Contractor and other Deliverables impacted or affected by the rejected Deliverable. If State terminates this Contract under this Section, Contractor shall, within 20 calendar days thereafter, refund to State all payments made to Contractor for the returned Deliverables and Services rendered therefore. after completion of the process set forth in this Section 10.d.1, the State shall provide notice of default to Contractor and terminate this Contract in whole or in part, as provided under section 23 of Attachment 2, Termination for Default.</p>	
60	Attachment 1 Statement of Work (11 of 20)	<p>Issue: In paragraph 10(e)1, Acceptance of the VoteCal System should be tied to the System meeting its applicable Acceptance Criteria.</p> <p>Recommendation: Recommend modifying the paragraph as follows: "The SOS Project Director will decide whether or not to give provide Acceptance of the VoteCal System if the VoteCal System meets its applicable Acceptance Criteria set forth herein".</p>	<p>SOS accepts the Bidder's proposed language.</p> <p>This revision will be included in a future addendum.</p>
61	Attachment 1 Statement of Work (13 of 20)	<p>Question/Clarification: In section 10.(j)1, please clarify the definition of "Effective Date".</p>	<p>This is intended to refer to the Contract Award Date. SOS will revise this and any other such references and standardize on using the "Contract Award Date" term wherever the RFP intends to refer to that date.</p> <p>This revision will be included in a future addendum.</p>

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
62	Attachment 1 Statement of Work (19 of 20)	<p>Issue: Paragraph 13 (f) 2 introduces a “time is of the essence” clause. It is requested that “time is of the essence” be defined such that rescission of the Contract is not a remedy.</p> <p>Recommendation: Recommend modifying the paragraph as follows: “Additionally, time is of the essence in the Contractor’s performance of the Contract, <u>where “time is of the essence” is defined to mean that the Contractor will perform the Services in accordance with the mutually agreed upon schedule and the parties agree that rescission of the Contract will not be a remedy for any breach of this provision.</u>”</p>	The SOS agrees to the Bidder’s proposed revision and will include the revision in a future addendum.
63	Attachment 1 Statement of Work (19 of 20)	<p>Issue: It is requested that assessment of Liquidated Damages only apply if the delay is solely attributable to the Contractor. Any changes to the schedule to allow additional time for the SOS to perform its responsibilities or delays on the part of the SOS should be the cause for a schedule adjustment which resets all applicable dates associated with Liquidated Damages under paragraph 13 (f) 2. Therefore, the dates should tie to the most recently agreed upon dates in the IPS, not the dates in the initial IPS.</p> <p>Finally, it is requested that there be a reasonable grace period to allow the Contractor to remedy the delay and that if Liquidated Damages are imposed that there be a reasonable time limit</p>	<p>SOS will revise the RFP to address Bidder concerns about the possibility of the VoteCal Contractor being subject to liquidated damages when schedule delays are “primarily” outside the Contractor’s control.</p> <p>SOS will not consider adding an additional “grace period.”</p> <p>The State will not consider a cap to liquidated damages such as proposed by the Bidder.</p> <p>The SOS revisions described here will be included in a future addendum.</p>

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>during which Liquidated Damages shall apply.</p> <p>Recommendation:</p> <p>Recommend modifying the paragraph as follows:</p> <p>“It is the State's intent for the Contractor to meet the VoteCal Project Final Implementation Date as specified in the IPS stated in the contract. If the Contractor is delayed in meeting any of the Phase End Dates specified in the current contract schedule due solely to the fault or delay of the Contractor and subject to Attachment 2, Section 24 – Force Majeure, liquidated damages in the amount of two thousand five hundred dollars (\$2500) shall may be assessed against the Contractor for each State business day (up to a maximum of 60 calendar State business days) the Phase End Date does not occur by the date in the current contract schedule IPS in the original Contract. The State will recover the liquidated damages from future payments that would otherwise be made to Contractor. Liquidated damages can be exercised concurrently while the State is pursuing other remedies, including without limitation, the State's right to terminate this Contract, and the State shall be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events or delays causing the actual damages.</p> <p>Further, notwithstanding anything to the contrary herein, if the State has received liquidated damages for Contractor's failures to perform as</p>	

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		<p>required by the date(s) in the IPS for a specific number of days, the State shall not impose additional liquidated damages for the same number of days if the Contractor has still not performed subsequent obligations by that same number of days. By way of example but not limitation, if Contractor performs its required obligations for Phase I End Date two business days late as required in the Contract and thereby incurs two business days of liquidated damages, and Contractor then completes its obligations to perform the Phase II End Date these same two business days late, the State will not impose two additional days of liquidated damages. The State will notify the Contractor, in writing when liquidated damages are being invoked <u>and will provide the Contractor a 30 calendar day grace period in which to cure the failure to perform, provided however that if the Contractor does not remedy the delay within such time period, the State shall be entitled to imposed liquidated damages back to the Phase End date in the most recent schedule date for the applicable Phase.</u> The State will provide the Contractor a complete accounting for all liquidated damages. In addition, the State will refund to Contractor liquidated damages that it has collected from Contractor on a business-day for business-day basis to the extent that Contractor has reduced or made up the number of total business days that the project has been delayed as measured by the date of approval of Deliverable VI.5 - VoteCal System Final Deployment Report including Delivery of Updated VoteCal System Source Code and System</p>	

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		Documentation.	
64	Attachment 1 Exhibit 2 Tasks and Deliverables (2 of 36)	Question/Clarification: In section B, paragraph 3, please clarify that the IV&V and IPOC reviews will be conducted concurrently with the State's reviews, and within the same timeframes.	Yes, IV&V and IPOC reviews will be conducted concurrently with the State's reviews, and within the same timeframes. The State will clarify this in the RFP in a forthcoming addendum.
65	Attachment 1 Exhibit 2 Tasks and Deliverables (12 of 36)	Question/Clarification: Please clarify the tools the SOS intends to use for report development and testing referenced in the 2 nd paragraph on page 12 of 36. Does SOS intend to develop and test VoteCal reports using the Contractor's methodology and tools, or will it develop its reports using its own methodology? Moreover, will the SOS tools need to be integrated into the Contractor's configuration management tools and processes?	Upon further evaluation, SOS has decided to include VoteCal report development along with support for SOS ad hoc querying/reporting within the VoteCal Contractor's scope. The RFP will be revised in a future addendum to include these revisions.
66	Attachment 1 Exhibit 2 Tasks and Deliverables (12 of 36)	Question/Clarification: In the 2 nd paragraph on page 12 of 36, SOS staff's report development and testing activities are addressed. Does the Contractor need to provide SOS with a Report Development environment?	Please see response to #65(above).
67	Exhibit 2 Tasks and	Question/Clarification: For support of the report development and testing	Please see response to #65 (above).

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
	Deliverables (12 of 36)	discussed in 2 nd paragraph on page 12 of 36, and related requirement, T9.1, that requires access to data in support of the state using a leading 3 rd party query tool, if the Contractor is expected to provide SOS with a Report Development environment, please specify the requirements needed to support the state's reports development and testing activities e.g., the number of developers, testers, and users that must be supported.	
68	Attachment 1 Exhibit 2 Tasks and Deliverables (19 of 36)	<p>Issue: In Section Deliverable II.8 the 3rd paragraph on page 19 of 36, the time for SOS to review the DIP deliverables is not sufficiently defined for a fixed price contract.</p> <p>Recommendation: Recommend modifying the paragraph as follows: The DIP shall be finalized and submitted at a time in accordance with the PMP and IPS that provides sufficient the State 10 business days for SOS to review (or 20 business days for SOS to review for documents greater than 100 pages) and provide Acceptance thirty (30) calendar days before starting data integration activities (to be initiated in Phase III – Development). A test of data integration shall be performed and all data validated by SOS prior to the full integration commencing in accordance with the PMP and IPS.</p>	SOS will revise the RFP to address the Bidder's concern about insufficient specificity regarding deliverable review timelines for this particular deliverable. These SOS revisions will be included in a future addendum.
69	Attachment 1	Question/Clarification:	The term "ongoing EMS compliance testing" refers to the process that SOS intends to establish to assure that the EMS modifications

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
	Exhibit 2 Tasks and Deliverables (20 of 36)	One of the bullets for training of county staff states: "Testing to ensure ongoing EMS compliance with VoteCal requirements" Please clarify and elaborate on what is meant by "ongoing EMS compliance testing."	specified, implemented, and tested/certified during the VoteCal project are retained and maintained post-implementation. SOS will conduct this audit-like process on a periodic basis after the VoteCal System is operational in order to assure that county EMS' continue to operate in a fully HAVA-compliant manner. The RFP will be revised in a future addendum to more fully explain the process to audit for ongoing EMS compliance.
70	Attachment 1 Exhibit 2 Tasks and Deliverables (20 of 36)	Question/Clarification: One of the bullets for training of county staff states: "Testing to ensure ongoing EMS compliance with VoteCal requirements" Who is to perform the "ongoing EMS compliance testing," county staff or SOS staff?	SOS staff will conduct the audit-like process intended to confirm ongoing EMS HAVA-compliance. See response for item #69 (above), which describes this process in greater detail. The VoteCal Contractor is required to define the mechanisms and procedures (including test cases where appropriate) for the SOS to use on an ongoing basis to ensure continuing EMS compliance with VoteCal data requirements post-implementation. The Contractor is also responsible for training SOS staff in how to apply those mechanisms and procedures intended to be used to assess EMS HAVA-compliance post-implementation. The RFP will be revised in a future addendum to more fully define this process and the associated roles and responsibilities.
71	71a Attachment 1, Exhibit 2 Tasks & Deliverables (23 of 35)	Different terms are used to define the period in advance of testing activities for which the Test Defect Log must be finalized and approved. Neither term is defined in the Glossary, however, Business Day, is defined. Please clarify. <ul style="list-style-type: none"> to achieve SOS Acceptance of the Test Defect Log no later than fifteen (15) State business days prior to the commencement of testing activities... ...a detailed Test Plan and Test Defect Log must	The correct term should be "State business days" in these instances. References to "State working days" will be changed to "State business days" and the Glossary entry will be revised in a future addendum.

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
	71b VI P9 (VI-7)	be finalized and approved by SOS no later than fifteen (15) State working days prior to commencement of testing...	
72	Attachment 1 Exhibit 2 Tasks and Deliverables (24 of 36)	<p>Question/Clarification: For Deliverable III.3 Acceptance Test Plan for Certification of EMS Data Integration and Compliance, please clarify and elaborate on why this Test Plan is called for separately from the System Test Plan (Deliverable III.2). Is the intent for Deliverable III.3 to be the State's Acceptance Test Plan for EMS compliance?</p>	<p>No. Deliverable III.3 – Acceptance Test Plan for Certification of EMS Data Integration and Compliance is <u>not</u> the State's acceptance test plan. Deliverable III.3 is the test plan for the VoteCal Contractor's testing and <u>certification</u> of EMS compliance with the VoteCal requirements specified in Deliverable II.4 – VoteCal System EMS Integration and Data Exchange Specifications Document.</p> <p>The VoteCal System Test Plan (Deliverable III.2) is the plan to test/demonstrate that the entire VoteCal System developed by the VoteCal Contractor operates as specified in all Phase II – Design deliverables produced by the VoteCal Contractor and Accepted by SOS.</p> <p>SOS will revise the RFP to clarify the scope of these test plans and clarify the inter-relationship of the two.</p>
73	Attachment 2 (2 of 24)	<p>Issue: The definition of a "Deficiency" should include that the failure is one that is reproducible. The Contractor cannot generally fix a failure in a Deliverable that the client is not able to reproduce in order to demonstrate/provide evidence of the failure.</p> <p>Recommendation: Recommend modifying definition (q) as follows:</p>	<p>The proposed language is unacceptable to the State. However, SOS is revising the RFP to add new information and to clarify existing information about deliverable deficiencies (see prior response to item #9).</p> <p>These SOS revisions also include supplementing the definition of the term "Deficiency." These SOS revisions to the RFP will be included in a future addendum.</p>

#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
		<p>“A reproducible failure of a Service or Deliverable, including without limitation a malfunction in the Contractor-supplied Software, which prevents or impairs the accomplishment of work, or an omission, defect or deficiency in a Service or Deliverable, which causes it not to conform to its applicable Specifications.”</p>	
74	Attachment 2 (12 of 24)	<p>Issue: In Section 18.k (iii), there is a time is of the essence clause. It is requested that this provision be dealt with as set forth in Item #60 above.</p> <p>Recommendation: Recommend modifying this section as follows: Add “and the parties agree that rescission of the Contract will not be a remedy for any breach of this provision” at the end of this section.</p>	<p>The State will revise this provision in a future addendum to address the Bidder’s concern (see prior response to item #61 for related information).</p> <p>It is not clear how the information the Bidder communicates in item #60, which focused on the role of Acceptance criteria in determining VoteCal System Acceptance, applies to this item. As a consequence, the State is unable to comment about other concerns the Bidder may have intended to communicate for this particular item. The State recommends that the Bidder submit another question that describes the specific concerns or suggestions intended in the Bidder’s request that “this provision be dealt with as set forth in Item” #60 “above.”</p>
75	Attachment 2 (12 of 24)	<p>Issue: In Section 22, It is requested that the SOS provide a thirty (30) day notice of its intent to terminate for convenience.</p> <p>Recommendation: Recommend modifying this section as follows: Insert “<u>Upon thirty (30) days advance written notice</u>” at the beginning of the first sentence of section a).</p>	<p>The proposed language is unacceptable to the State.</p>

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#	RFP REFERENCE	BIDDER QUESTION / REQUESTED CHANGE	STATE RESPONSE
76	Attachment 5	<p>Issue: Since Section 2.b of this Special Provisions document takes precedence over the language in the Statement of Work, it is requested that this section be deleted and that the language in section 4 of the Statement of Work apply.</p> <p>Recommendation: Recommend deleting this conflicting section: The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Contract. If the State exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the parties agree to proceed with any equitable adjustment in schedule or other terms that may be affected thereby</p>	<p>SOS agrees with the Bidder's suggestion to delete this provision.</p> <p>The SOS will revise the RFP in a future addendum.</p>