

VoteCal RFP SOS 0890-46 Q and A Set # 8: Bidder RFP Questions and Recommended Revisions and State Responses

#	RFP REFERENCE	BIDDER QUESTION	STATE RESPONSE
1	SECTION VI, Requirement T3.6.1	<p style="text-align: center;"><u>Request for Clarification</u></p> <p>T3.6.1 states that VoteCal system solutions shall <u>not</u> require any additional floor Power Distribution Unit (PDU).</p> <p>Can the State please provide information on the current floor PDU load/utilization and capacity remaining for VoteCal so bidders can understand limitations?</p> <p><u>Existing Language:</u></p> <p>The Bidder's proposed VoteCal System solution hosted in the SOS VoteCal Data Center, inclusive of Development, Test, Training, and Production environments, shall not require an additional floor Power Distribution Unit (PDU) in order to operate within the SOS Data Center and meet all of the VoteCal requirements.</p>	<p>SOS recently implemented an 80 kVA, 3x3 Liebert NX, single unit Power Distribution unit.</p> <p>Relevant UPS load information follows:</p> <ul style="list-style-type: none"> • Line 1- 56.2%, 14.7 kVA, 13.3 kW, 6.2 kVAR • Line 2- 65.3%, 16.6 kVA, 15.5 kW, 5.9 kVAR • Line 3- 59.0%, 14.6 kVA, 14.0 kW, 4.1 kVAR <p>Relevant UPS output information follows:</p> <ul style="list-style-type: none"> • Line 1-54.3 A, 59.97 Hz, 481.4 V • Line 2-60.7 A, 59.97 Hz, 479.0 V • Line 3-53.7 A, 59.97 Hz, 481.4 V <p>This information will be updated in the <i>Secretary of State Infrastructure Overview</i> document published to the Bidder's Library in the weeks ahead.</p>
2	SOW, 4(f) (Page 5 of 26)	<p style="text-align: center;"><u>Request for Contract Language Change</u></p> <p><i>Replacement of Staff</i></p> <p><u>Request Change/Proposed Language:</u></p> <p>Please reinstate Attachment 5 – Information Technology Personal Services Special Provisions</p> <p><u>Rationale:</u></p> <p>Subject to our compliance with applicable laws, <i>Bidder</i> must maintain control over staffing under a fixed price contract with a risk profile similar to this project. <i>Bidder's</i> practice is to actively work with our clients to in the unlikely event that staffing issues arise, however, we cannot accept additional risk associated with our clients controlling staffing decisions which may have a resulting impact our ability to deliver as intended.</p>	<p>SOS will revise the referenced section of the RFP to integrate portions of alternative language that a Bidder previously proposed for this provision in Q&A #7, item #48.</p> <p>Revised language for this provision will read: "SOS will notify the Contractor concerning any issues and/or concerns SOS has regarding the poor or otherwise unsatisfactory performance of any Contractor staff working on-site at SOS and the Contractor will have ten (10) State business days in which to remedy SOS' issues and/or concerns. If Contractor has not remedied SOS issues and/or concerns regarding the Contractor staff within this period of time, the SOS reserves the right in its sole discretion to require the Contractor to replace such staff at any time thereafter, subject to compliance with applicable law. The SOS will notify the Contractor in writing when exercising that right. The Contractor, no later than twenty (20) State business days of such notification, shall provide a replacement candidate."</p>

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			This revision will be included in a future addendum.
3	SOW 10(c) 3, 4, 5 (Pages 10-11 of 26)	<p><u>Request for Contract Language Change:</u> <i>Claims process for addressing cost and schedule impacts associated with State changes to the Schedule.</i></p> <p><u>Request Change/Proposed Language:</u> Please delete the claims process included in Section 14 and reinstate Attachment 5 – Information Technology Personal Services Special Provisions section 3.b and 3.c.</p> <p><u>Rationale:</u> The claims process (referenced in Section 10(C)5 is not a process that Bidder can accept to address cost and or schedule impacts related to contract changes. Bidder must be able to rely on a proven process limited to the contracting parties which will allow for cost and schedule impacts resulting from contract changes. Bidder is unable to accept the provision proposed by the State under section 14 to handle such contract changes. Additionally, Bidder needs the protection of this standard DGS language which allows that Bidder is not responsible for cost or schedule impacts resulting from State delays. This language is a fundamental component of our ability to effectively manage risk on projects with similar risk profiles.</p>	<p>Please note, the provision specified in Section 3.b of the now-removed Attachment 5 has been included in Attachment 1 – Statement of Work, provision 6 since the RFP was published in October 2010 (it is currently located in Attachment 1, provision 6.k).</p> <p>SOS agrees to integrate elements of Section 3.c of the RFP’s former Attachment 5 in Attachment 1 – Statement of Work, provision 14. SOS will also define the process underlying this SOS VoteCal-specific claims provision prior to Contract Award and provide the Contractor a copy of the documented process after that time. However, the Bidder should be aware that SOS intends to retain this SOS-specific process.</p> <p>Revised language for this provision would read: “Contractor must submit claims against the SOS for schedule delays or other costs and expenses that Contractor alleges were caused by the SOS or by parties directly contracting with the SOS <i>other</i> than the Contractor within the earlier of 12 months of the date upon which Contractor knew of the existence of the claim or 12 months from expiration or termination of the Agreement. No claims shall be allowed unless Notice of such claim has been given within the above described time period. Such claims must be submitted to the SOS VoteCal Project Director or his or her designee by Contractor in the form and with the certification prescribed by the SOS VoteCal Project Director or his or her designee. In the event of an SOS-approved claim for equitable adjustment to cost, schedule, or both, the parties will negotiate in good faith regarding execution of a Contract amendment, if appropriate. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred.”</p>
4	SOW 10(c) 10 (d) 1 (Page 15 of 26)	<p><u>Request for RFP Requirement Change & Contract Language Change</u></p>	SOS attempted to clarify during recent Confidential Discussions with Bidders that it is not SOS’ intention that, as a “normal case”: 1) a

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		<p><i>Refunds related to rejected deliverables</i></p> <p><u>Request Change/Proposed Language:</u></p> <p>If Contractor is unable to correct Deficiencies necessary to be corrected prior to Acceptance of the applicable Deliverable which have been properly reported to the Contractor by SOS upon review of the Deliverable within the number of calendar days indicated following the Deliverable’s scheduled acceptance, or if no such date is specified in the IPS, within 30 calendar days from submission of the Deliverable Certification Letter, the State may, at its option either : (i) continue reviewing or performing acceptance tests on the Deliverable and require Contractor to continue until Deficiencies necessary to be corrected prior to Acceptance of the applicable Deliverable are corrected or eliminated; (ii) request Contractor to provide, at its expense, a replacement Deliverable for further review or acceptance tests; (iii) accept a reasonable 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 above options are commercially feasible, the State may, pursuant to IT General Provisions Modified for SOS, Provisions 23.b, terminate this Contract after rejecting the Deliverable without penalty or liability to State, and returning the affected Deliverable to Contractor.</p> <p><u>Rationale:</u></p> <p>As discussed with the State, Bidder cannot agree to what is tantamount to a complete project refund if there is a Deficiency in one Deliverable which prevents its acceptance. Bidder has to provide assurances to our surety companies that we do not accept such terms on</p>	<p>single Deficiency would result in a rejected Deliverable; nor, 2) a rejected Deliverable (as described in the referenced provision) would result in the Contractor refunding payments made for all previously Accepted Deliverables.</p> <p>In an effort to address the Bidder’s concerns and to make the RFP as clear as possible, SOS will revise this referenced section of Attachment 1 to specify that only Deliverables that are dependent upon the rejected Deliverables (successor Deliverables) would be considered “impacted” by the rejected Deliverable and potentially be subject to refund. Under the “normal case,” SOS would not expect that successor Deliverables would be Accepted by SOS if a preceding Deliverable were pending review/Acceptance (for the “exception case”, see Attachment 1 – Statement of Work, provision 10.c.8.v – Unresolved Deliverable Deficiencies in Accepted Deliverables).</p> <p>The revised provision will read, “If none of the options or remedies available to the State in sections (i) through (iii) above is determined by the State to be appropriate, the State may, within seven (7) calendar days of the State’s cure notice, pursuant to Provision 23(b) in Attachment 2 - IT General Provisions Modified for the SOS VoteCal Project Only, terminate this Contract in whole or in part after rejecting the Deliverable without penalty or liability to State, and return to the Contractor the rejected Deliverable as well as any Deliverable(s) dependent upon the rejected Deliverable.</p> <p>Dependencies between VoteCal Deliverables shall be defined in the VoteCal System – Schedule of Deliverable Payments tables included within subsection C - Payment Milestones in Attachment 1, Exhibit 2 – Tasks and Deliverables and/or in the current IPS for which SOS has given Acceptance. If the State terminates this Contract under this provision, Contractor shall, within 20 calendar days thereafter, refund to the State payments made to Contractor (if any) for: the rejected Deliverable; and, any dependent Deliverables. In addition, the Contractor shall not be entitled to any further compensation from the State under the terms of this Contract following termination as defined above except payments due to the Contractor for valid, submitted</p>

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		<p>our agreements. Section 23 of the IT General Provisions should prevail in terms of costs paid under termination. The State may still pursue such a remedy by taking Bidder to court, however, Bidder cannot agree to such a provision in this contract.</p>	<p>invoices for Accepted Deliverables not impacted by the rejected Deliverable.” These revisions will be included in a future addendum.</p>
5	SOW, Section 10.d.2 (Page 15 of 26)	<p style="text-align: center;"><u>Request for Contract Language Change</u></p> <p>(Previously requested)</p> <p><i>If Contractor is unable to correct Deficiencies necessary to be corrected prior to Default action of rejection when State does not provide timely notice.</i></p> <p><u>Request Change/Proposed Language:</u></p> <p>Notwithstanding anything in this Agreement to the contrary (Attachment 2 - IT General Provisions Modified for the SOS VoteCal Project Only) if the State does not provide such notice of rejection within the time period specified in the IPS or, if no such time is in the IPS or PMP, within 30 calendar days of submission of the Deliverable Certification Letter such Deliverables and services will be deemed to have been accepted.</p> <p><u>Rationale:</u></p> <p>If the SOS does not provide a notice of rejection thus providing the Contractor with notice of and a corresponding opportunity to correct Deficiencies, the Contractor is unduly and unfairly delayed in continued performance of the Project. If no notice of rejection is timely provided Deliverables should be deemed accepted, not rejected. Bidder cannot agree to allow the State to dismiss the important performance obligation of providing timely feedback to Bidder with respect to the State’s review of services and Deliverables.</p>	<p>SOS intends to identify all Deficiencies that are reasonably discoverable at the time of the Contractor’s initial Deliverable submission and communicate those to the Contractor within the prescribed timeframes. SOS will revise multiple sections of Attachment 1 – Statement of Work to ensure that the RFP is as clear as possible regarding this intention.</p> <p>The provision referenced in the Bidder’s request was intended to address an unlikely scenario in which, for some exceptional reason, a Deliverable had not been submitted, reviewed and/or Deficiencies had not been communicated to the Contractor according to the specified Deliverable Acceptance and Review process and timeline. However, because this provision has created such confusion, SOS will revise the RFP to delete it and to instead emphasize that no VoteCal Deliverable will be Accepted without formal SOS written Acceptance.</p> <p>Therefore, in addition to adding the clarifications noted above and deleting provision 10.d.2 from Attachment 1 – Statement of Work, SOS will revise this same RFP component file to add a new 10.a.3 sub-provision (and re-number what was formerly 10.a.3 to 10.a.4). The new provision 10.a.3 will read:</p> <p>“SOS Acceptance of each Contractor Deliverable submitted for SOS review and Acceptance will be communicated exclusively through a formal written letter to the Contractor. No VoteCal Deliverable shall be considered Accepted unless SOS has provided such formal written Acceptance.”</p> <p>The revisions described above will be included in a future addendum.</p>

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6	SOW, Section 10.f.1, second sentence in new text (Page 16 of 26)	<p align="center"><u>Request for Contract Language Change</u></p> <p><i>Request that the State clarify the language to recognize that some deliverables are independent of other.</i></p> <p><u>Request Change/Proposed Language:</u></p> <p>“SOS will not provide review and Acceptance of a DED for a predecessor Deliverable prior to the State’s formal Acceptance of the DED for all related preceding Deliverables”</p> <p><u>Rationale:</u></p> <p>Some deliverables are independent of others. Related predecessors should be observed, but should not affect other deliverables.</p>	<p>By identifying predecessor and successor relationships within the Deliverable Cost tables and related narrative in Attachment 1 Exhibit 2 – Tasks and Deliverables, SOS intends to communicate that some Deliverables are dependent upon the concurrent or previous Acceptance of other Deliverables whereas others are not. To further underscore this concept, SOS will revise the referenced provision to read as follows: “Contractor shall submit a DED to the State for each Deliverable due under the Contract according to the PMP and the IPS and based upon Attachment 1, Exhibit 2 – Tasks and Deliverables, related information in the Final Proposal (if any), and SOS and Contractor discussions during related phase visioning sessions. The Contractor shall deliver VoteCal DEDs in accordance with the Deliverable dependencies described for the corresponding Deliverables in Attachment 1, Exhibit 2 – Tasks and Deliverables and/or as refined in the IPS of record at the time the DED is delivered. SOS will not provide review and Acceptance of a DED for a Deliverable prior to the State’s formal Acceptance of the DED for all predecessor Deliverables. Dependencies between VoteCal Deliverable Payments tables that are included within subsection C - Payment Milestones in Attachment 1, Exhibit 2 – Tasks and Deliverables and/or in the current IPS for which SOS has given Acceptance. The DED for each Deliverable is itself a Deliverable and is due for delivery to the State in accordance with the terms of the PMP and IPS. Contractor shall gain the State’s Acceptance of the DED before starting work on the Deliverable described therein. For each DED, the parties will agree on Acceptance Criteria based on the Specifications during the course of the Project.”</p> <p>This revision will be included in a future addendum.</p>
7	SOW 13 (f)2 (Page 24 of 26)	<p align="center"><u>Request for Contract Language Change</u></p> <p><i>Liquidated Damages to be imposed only if Bidder is the sole cause of the delay to meet the Phase End Dates.</i></p>	<p>SOS will revise Attachment 1 – Statement of Work provision 13.f.2 to address the Bidder’s concern. The revised language in this provision will read, “... To the extent the Contractor is delayed in meeting any of the Phase End Dates specified in the current Contract schedule due primarily to the fault or delay of the Contractor and subject to</p>

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		<p><u>Request Change/Proposed Language:</u></p> <p>Please modify the third sentence in this section to include the word “solely” as set forth below: “To the extent 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 be assessed against the Contractor for each State business day the Phase End Date does not occur by the date specified in the current Contract schedule and adjusted IPS.”</p> <p><u>Rationale:</u></p> <p>Bidder cannot accept the risk of Liquidated Damages being imposed due in part to delays or failure to perform on behalf of the State which impact Bidder’s ability to timely deliver. Therefore, Liquidated Damages should only be assessed if Bidder is the sole cause of the delay or failure to meet the Phase End Dates and Bidder must have cost and schedule relief (see item below) for any delays or failure to perform on behalf of the State.</p>	<p>Attachment 2, Section 24 – Force Majeure, liquidated damages in the amount of two thousand five hundred dollars (\$2,500) shall be assessed against the Contractor for each State business day the Phase End Date does...”</p> <p>This revision will be included in a future addendum.</p>
8	SOW 14 (Pages 25-26 of 26)	<p><u>Request for Contract Language Change</u></p> <p><i>Claims Process</i></p> <p><u>Request Change/Proposed Language:</u></p> <p>Please delete section 14 of the SOW</p> <p><u>Rationale:</u></p> <p>Bidder must be able to rely on a proven process limited to the contracting parties which will allow for cost and</p>	<p>Please see the response to item #3 (above). That response also applies to this item.</p>

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		<p>schedule impacts resulting from contract changes. Bidder is unable to accept the provision proposed by the State under section 14 to handle such contract changes.</p>	
9	<p>Attachment 1 Exhibit 2 (Page 2 of 40)</p>	<p style="text-align: center;"><u>Question for Clarification</u></p> <p>Can the state please define the “other SOS users” in the second sentence? Are these the remaining 5 of the 8 SOS users of VoteCal reports and ad-hoc reporting/querying capability?</p> <p><u>Existing Language:</u></p> <p>The eight (8) SOS users of VoteCal reports and ad hoc reporting/querying capability will include three (3) that are designated as a “master user.” Once VoteCal is deployed, these “master users” will develop ad hoc queries and reports, modify existing stored queries and reports, and save (“publish”) new or modified reports/queries for execution by other SOS users. SOS plans that the three (3) “master user” roles will be filled by the 1Elections Program Leads who are assigned to and will participate in all phases of the Project (as described in the opening paragraphs of Section VI.B – Project Management Activities and Plans) and whose project duties will include review of all reporting-related VoteCal Deliverables. These SOS “master users” will train the other five (5) SOS report/query users on the structure and content of the VoteCal database (including data definitions and relationships) as necessary and on the special steps for creating and publishing new queries/reports. SOS will be responsible for training those additional report/query users on database content/structure and report/query creation.</p>	<p>Yes, the “other SOS users” referenced in the Bidder’s question does refer to the remaining five (5) of the eight (8) SOS users of VoteCal reports and ad-hoc reporting/querying capability. This will be clarified in a future addendum.</p>

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10	Attachment 1 Exhibit 2 (Page 2 of 40)	<p align="center"><u>Question for Clarification</u></p> <p>Please clarify if there is overlap between the Ad Hoc reports identified in this section and the predefined reports that will be developed by the Contractor as identified in the prior bullet (and Exhibit VI.2—VoteCal Standard Reports)?</p> <p><u>Existing Language:</u></p> <p>....SOS expects to create and execute a total of up to one hundred fifty (150) ad hoc reports or queries per calendar year, and save (“publish”) up to 10 percent (10%) of these new reports/queries per year within the VoteCal Solution.</p>	<p>If the Bidder’s question is attempting to clarify if ad hoc queries could potentially contain similar selection/filtering/sorting criteria to those in the predefined reports, then SOS’ response to this question is “yes.” However the 150 ad hoc queries referenced in the existing RFP language included in the Bidder’s question are not identical to any of the pre-defined reports.</p>
11	Attachment 1 Exhibit 2 (Page 2 of 40)	<p align="center"><u>Question for Clarification</u></p> <p>To better understand and estimate the storage required for the 10% of new reports which will be saved (“published”), can the State provide historical metrics (average number of rows, file type and average file size) of existing reports such as those identified in Exhibit VI.2 and the bidders library “VoteCal Standard Reports.pdf”</p> <p><u>Existing Language:</u></p> <p>....SOS expects to create and execute a total of up to one hundred fifty (150) ad hoc reports or queries per calendar year, and save (“publish”) up to 10 percent (10%) of these new reports/queries per year within the VoteCal Solution.</p>	<p>Please refer to requirement T9.5; VoteCal will not store <u>output</u> of any report or query. Available information on a subset of the reports listed in Exhibit VI.2 indicates an average size of query <u>statement</u> (which VoteCal would store) of 30 KB. The file type for query/report statement storage will depend on the proposed solution.</p> <p>Existing language will be clarified in an upcoming addendum.</p>
12	Attachment 1 Exhibit 2 (Page 2 of 40)	<p align="center"><u>Question for Clarification</u></p> <p>Would the State please define the retention period of the 10% of ad hoc reports or queries to be saved (“published”) annually?</p>	<p>Please refer to requirement T9.5; VoteCal will not store <u>output</u> of any report or query. The average retention period for a query <u>statement</u> is 10 years.</p> <p>Existing language regarding retention of reports will be clarified in an</p>

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		<p>Existing Language:</p> <p>....SOS expects to create and execute a total of up to one hundred fifty (150) ad hoc reports or queries per calendar year, and save (“publish”) up to 10 percent (10%) of these new reports/queries per year within the VoteCal Solution.</p>	<p>upcoming addendum.</p>
13	Attachment 1, Exhibit 4 1.K.4 (Pages 3-6 of 10)	<p>Request for RFP Requirement Change</p> <p><i>The definitions for severity levels currently does not allow for the existence of a work-around which may enable business process to continue while a more formal resolution is being created. While we understand the State added text to indicate that Vendor would work with the State on a case by cases basis, the vendor requests that the notion of a work-around be added to each severity level. For example:</i></p> <p>Critical incident, immediate response required. Business functionality completely unavailable or prevents the business from accessing product and no work-around exists.</p> <p>Request Change/Proposed Language:</p> <p>Please clarify (as indicated in our Rationale) that a Critical (i.e. Level 1) incident is one that has no workaround and also include specific allowances for existence of a work around in the remaining Severity Levels.</p> <p>Rationale:</p> <p>The definitions for severity levels currently does not establish the existence of a work-around which may enable business process to continue while a more formal resolution is being created.</p>	<p>Currently published Severity Level definitions specified in Table 1 – Severity Levels of the referenced Exhibit are consistent with SOS’ intentions and expectations. While a workaround is an anticipated potential temporary solution for a Severity Level 3 or 4 Deficiency, SOS explicitly states in Provision 1.K.6 of this same Exhibit, “The State does not anticipate that suitable workarounds will be available for Severity Level 1 or Severity Level 2 Deficiencies State is willing to consider workarounds suggested by Contractor for Deficiencies assigned these Severity Levels on a case-by-case basis.” Because a workaround is not <i>routinely</i> anticipated for Severity Level 1 and 2 Deficiencies, the table definitions intentionally do not mention those.</p> <p>As re: Bidder’s request to include specific allowances of a workaround in the remaining Severity Levels, SOS believes that the definitions in the table and in the provision referenced above provide such allowances (e.g., “A workaround for a Deficiency assigned a Severity Level 1, Severity Level 2, or Severity Level 3 ... may result in a reduction of the Deficiency’s Severity Level by at least one (1) level...”).</p>

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14	Attachment 1, Exhibit 4, 1.L. (Pages 6-5 of 10)	<p style="text-align: center;"><u>Request for Clarification</u></p> <p>The products listed offer a wide variety of Security capabilities, some of which do not appear to be applicable.</p> <p>Can the State define the specific vulnerabilities the solution must be capable of scanning within the VoteCal System?</p> <p><u>Existing Language:</u></p> <p>L. Security. The Contractor must ensure that the VoteCal System operates securely by:</p> <p>1) Scanning the VoteCal System, at least monthly, to ensure that vulnerabilities are identified and addressed. Use a robust vulnerability scanning tool approved by SOS, (e.g. ISS Security Scanner, Retina from Eye, AppDetective by Application Security and Qualys or similarly capable tools).</p> <p>2) Scanning the VoteCal System using the approved automated security scanning tools following introduction of VoteCal System Software fixes or enhancements, Third Party Software patches or updates, modifications to Hardware components or firmware, to identify and address vulnerabilities.</p> <p>3) Periodic testing of the security measures implemented under VoteCal to protect sensitive material entrusted to or developed by Contractor, including passwords, VoteCal System Documentation, network addresses and topology, and security-related procedures.</p>	<p>The VoteCal SI Contractor must use a vulnerability management tool to scan, assess, catalog, and track vulnerabilities across the operating system, network, applications, devices, and virtual environments within the VoteCal System. Some examples of the types of vulnerabilities to be identified and evaluated include network auditing, web application vulnerability, emerging threats, missing security patches, and SSL certificate validation.</p> <p>Please note that the RFP will be revised in a future addendum to clarify that, in meeting these related requirements, the Contractor must (at a minimum) use the same vulnerabilities management tool(s) that SOS Information Technology Division (ITD) uses. The Contractor is responsible for purchasing/licensing these software products in the same manner as any other software products and tools the Contractor proposes to support the VoteCal solution's development, implementation and operation. The minimum tools that SOS requires the VoteCal Contractor to use for vulnerabilities management purposes and the versions of these currently in use within SOS include:</p> <ul style="list-style-type: none"> • eEye Retina Network Security Scanner (v5.15.1) • Qualys Vulnerability Management (v7.2 – part of the QualysGuard Enterprise Suite) • Qualys Web Application Scanner (v2.0 – part of the QualysGuard Enterprise Suite)
15	Exhibit 4, Section 1.P (Page 7 of 10)	<p style="text-align: center;"><u>Question for Clarification</u></p> <p>Would the State please confirm that the twelve (12)</p>	<p>The State confirms that the amount of time per month currently reserved for scheduled downtime --- the time during which the</p>

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	<p>and Exhibit 5, Section 1.N (Page 7 of 10)</p>	<p>hours per month authorized for scheduled downtime, including maintenance and updates, will not be used in determining the expected availability of 99.0%?</p> <p>Existing Language:</p> <p>P. Hardware Up-time and Maintenance Scheduling Standards and Requirements.</p> <p>1) SOS expects that Hardware will be available 99.0% of the time.</p> <p>2) During the critical period of an election defined as seventy-five (75) days prior to and thirty-nine (39) days after the date of the actual election, there will be no Maintenance updates to the Hardware unless considered critical and coordinated with SOS prior to installation.</p> <p>3) Scheduled downtime for Maintenance and updates is separately scheduled and not included within the downtime described for credits. Contractor is authorized twelve (12) hours per month for scheduled downtime for all updates and Maintenance for both Hardware and Software (see Attachment 1 Exhibit 5 - Software Maintenance and Operations Services and Help Desk Service Levels for the VoteCal System), which shall be performed on weekend periods only. The specific weekend periods for scheduled downtime will be established by mutual agreement between Contractor and SOS, sufficiently in advance for SOS to notify all SOS, county and public VoteCal users.</p>	<p>Contractor shall perform any VoteCal System Hardware and Software maintenance --- is excluded from the total number of hours in a month prior to determining whether the system' up-time Service Level Objective of 99% is achieved.</p> <p>Please note, however, that SOS will revise the RFP in a future addendum to increase the total amount of time allocated the Contractor for scheduled downtime from the currently specified 12 hours per month to 24 hours per month. These revisions will also clarify that this scheduled downtime must be scheduled to occur during two (2) 12-hour periods on the second and third weekend of each month (consistent with SOS' existing SLAs and systems' maintenance and update schedule).</p> <p>SOS will also revise the RFP to clarify that SOS, in keeping with industry standards, requires that the VoteCal System Hardware and Software must both be "up" (operating in production mode) in order for the Contractor to meet the "up-time" VoteCal Service Level Objective. Several sub-sections within Attachment 1 – Exhibits 4 and 5 (Hardware and Software M&O exhibits respectively) will be revised to clarify this term. Those revisions will include updating both Exhibits to observe that, although most of the requirements and Service Level Objectives (SLOs) specified in each of these two Exhibits are independent of those included in the other, related Exhibit, "... the Service Level Objective for VoteCal System "Up-time" is a joint objective defined in both Exhibits which specifies the VoteCal System is only considered "up" when the system's Hardware and Software are both functioning in a production operations mode (or a temporary workaround has been approved by SOS) and the system is available to end-users. See provisions 1.P and 5.E in this Exhibit and the same numbered provisions within Exhibit 5 for additional information about the VoteCal System Up-time Service Level Objective and related Up-time service credits."</p> <p>These and related revisions will be made in a future addendum.</p>

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16	Exhibit 4 & 5, Section 5, Monthly Support Service Charge and Credit (Page 9 of 10)	<p style="text-align: center;"><u>Request for RFP Requirement Change</u></p> <p><i>Reduce the maximum credit to be paid to the State.</i></p> <p><u>Request Change/Proposed Language:</u></p> <p>Please revise the Credit Limit such that no more that 10% of the total monthly service support charge is at risk due to failure to meet service levels.</p> <p><u>Rationale:</u></p> <p><i>Bidder</i> cannot agree to accept an at risk amount such as that proposed by the State. As presented in Confidential Discussions, it is <i>Bidder</i> firm’s belief that a Contractor is adequately incented to meet and/or exceed service levels when service credits do not exceed more 10% of the applicable monthly service support charge. Given the other performance incentives which can be leveraged by the State (i.e. Letter of Credit, withholding, termination , etc.) an at risk amount in excess of 10% of monthly service support fees is viewed as being prohibitive as part of the overall risk profile for this project.</p>	<p>SOS has made several revisions to the referenced VoteCal RFP exhibits in recent addenda in response to Bidders’ previous recommendations and requests. Most notably, SOS evaluated and acted upon Bidders concerns:</p> <ol style="list-style-type: none"> 1. That the lack of a “cap” on service credits represented an unquantifiable risk that could prohibit Bidders from submitting proposals. Bidders’ concerns that a Contractor could potentially end up owing SOS money for M&O absent some kind of a “cap” were also considered. SOS revised the RFP in Addendum #10 to “cap” service credits at 100% of the Contractor’s monthly service charge. 2. Provisions in these Exhibits that initially disallowed workaround solutions (and which subsequently disallowed these for Severity Level 1 and 2 Deficiencies only). Most recently SOS has revised these Exhibits to specify that SOS retains the right to <i>consider</i> a Contractor-proposed workaround for Severity Levels 1 and 2 Deficiencies proposed on a case-by-case basis. <p>In light of these and other revisions SOS has made to these Exhibits in response to Bidder concerns and requests, SOS declines Bidder’s request and will not further revise the service credit cap.</p> <p>However, SOS has identified related revisions that will be made in a future addendum to change the rate at which service credits will accrue for the <i>Time to Respond</i> and <i>Time to Correct</i> service level objectives so that the amount of the monthly service charge credited to SOS for each “late” hour will depend upon the Severity Level of the Deficiency. The short time periods allowed for the <i>Time to Respond</i> and <i>Time to Correct</i> service level objectives for Deficiencies assigned a Severity Level 1 or 2 reflect the high priority SOS places upon the timely resolution of such Deficiencies. As a consequence, the RFP will be revised so that the fractional amount of the monthly service charge that is accrued for each hour the Contractor fails to meet these service level objectives for Deficiencies assigned a Severity Level 3 and 4 will</p>

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			<p>be significantly smaller than the fractional amount accrued for Severity Levels 1 and 2. A new Table 2 (below) will be added as part of this set of revisions to communicate this revised approach. The RFP will be revised to specify that service credits for failing to meet the Up-time service level objective will accrue at a fixed fractional amount of 1/60th of monthly Hardware service charges <i>and</i> 1/60th of monthly Software services charges whenever the VoteCal System is down (see explanation about a related clarification provided in item #15, above).</p> <p style="text-align: center;">Table 2 – Calculating Time to Respond & Time to Correct Credits</p> <table border="1" data-bbox="1207 711 2037 1089"> <thead> <tr> <th data-bbox="1207 711 1551 824">Service Credit Calculation</th> <th colspan="4" data-bbox="1551 711 2037 824">Problem/Deficiency Severity Level and Applicable Fraction of Monthly Service Charge</th> </tr> <tr> <td data-bbox="1207 824 1551 889"></td> <th data-bbox="1551 824 1669 889">1</th> <th data-bbox="1669 824 1789 889">2</th> <th data-bbox="1789 824 1911 889">3</th> <th data-bbox="1911 824 2037 889">4</th> </tr> </thead> <tbody> <tr> <td data-bbox="1207 889 1551 1089">Credit for each “late” hour calculated at fraction of monthly Hardware service charge (see 5.B) based on Severity Level of Problem/Deficiency</td> <td data-bbox="1551 889 1669 1089">1/60</td> <td data-bbox="1669 889 1789 1089">1/120</td> <td data-bbox="1789 889 1911 1089">1/300</td> <td data-bbox="1911 889 2037 1089">1/600</td> </tr> </tbody> </table>	Service Credit Calculation	Problem/Deficiency Severity Level and Applicable Fraction of Monthly Service Charge					1	2	3	4	Credit for each “late” hour calculated at fraction of monthly Hardware service charge (see 5.B) based on Severity Level of Problem/Deficiency	1/60	1/120	1/300	1/600
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17	Deleted by Addendum 10	<p style="text-align: center;"><u>Request for Contract Language Change</u></p> <p><i>Reinstatement of Attachment 3.</i></p> <p><u>Request Change/Proposed Language:</u></p> <p>Please reinstate sections 3.b and 3.c. of the Information Technology Personal Services Special Provisions</p> <p><u>Rationale:</u></p> <p><i>Bidder</i> needs the protection of this standard DGS</p>	<p>Please see response to item #3 (above). The same response is applicable to this item.</p> <p>Note: Although the Bidder’s request references Attachment 3 (removed from VoteCal RFP in Addendum #10), the title and sections referenced leads SOS to believe that the Bidder intended to reference Attachment 5 (also removed in Addendum #10). Attachment 3 did not include a section 3.b or 3.c and that attachment’s section 3 does not address cost or schedule impacts resulting from State delays.</p>															

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		language which allows that <i>Bidder</i> is not responsible for cost or schedule impacts resulting from State delays. This language is a fundamental component of our ability to effectively manage risk on projects with similar risk profiles.	