



**DEBRA BOWEN** | SECRETARY OF STATE | STATE OF CALIFORNIA  
MANAGEMENT SERVICES | CONTRACT SERVICES  
1500 11th Street, Room 460 | Sacramento, CA 95814 | Tel (916) 653-5974 | Fax (916) 653-8324 | [www.sos.ca.gov](http://www.sos.ca.gov)

## REQUEST FOR OFFER

**RFO #: 10-019**

**For: Statewide Voter Registration System (VoteCal)  
Independent Verification and Validation Consulting Services**

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**For: Information Technology Consulting Services (Category 1)**

Date: February 7, 2011

You are invited to review and respond to this Request for Offer (RFO). To submit an offer for these goods and/or services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work (SOW), Attachment A and B. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO and your proposed IT MSA contract.

Read the attached document carefully. The RFO due date is: **Tuesday, February 22, 2011 at 4:00 p.m.** Responses to this RFO and any required copies must be submitted by mail or hand delivered, clearly labeled to the department contact noted below.

### **Department Contact:**

Maria Harris, Contract Analyst  
Secretary of State  
Contract Services 1500 11<sup>th</sup> Street Room 460  
Sacramento, CA 95814  
(916) 653-5974  
Fax (916) 653-8324  
[ContractServices@sos.ca.gov](mailto:ContractServices@sos.ca.gov)

## **General Information**

### **1. Background and Purpose of the RFO**

The Secretary of State (SOS) has released this Request for Offer (RFO) to solicit for Independent Verification and Validation (IV&V) consulting services. The SOS is seeking IV&V consulting services for the Statewide Voter Registration Database (VoteCal) Project. The IV&V oversight activities increase the project's probability for success by forewarning SOS of real or potential adverse situations, ensuring that information technology (IT) projects are properly structured, and all necessary project plans, resources, personnel and other critical components have been identified, created, addressed and/or obtained prior to implementation. Further detailed information to be found in the State's Scope of Work (SOW).

IV&V services will be required for the VoteCal Project through June 2014. This contract is anticipated to be awarded in March 2011 and projected to continue through the duration of the VoteCal Project, which is expected to be complete in June 2014. However, the resulting contract agreement awarded from this RFO will be written through the current allowable term under the IT Consulting Services MSA, August 30, 2014. Prior to August 2014, the SOS may amend for additional time in accordance with the IT Consulting Services MSA and the terms and conditions of the awarded agreement.

The SOS has engaged separate contractors for Project Management Consultants and Independent Project Oversight Consultant (IPOC). Contractors who have been awarded one of these contracts are prohibited by conflict of interest guidelines from engaging for other contracts related to this project.

### **2. Key Dates**

It must be understood that time is always of the essence, both for the RFO submittal and contract completion. Offeror's are advised of the key dates and times shown below and are expected to adhere to them.

<u>Event</u>	<u>Date</u>
1. Release of RFO	02/07/2010
2. RFO Response Submission Due date and time	02/22/2011 4:00 p.m.
3. State Review of RFO Submissions (Anticipated date)	03/04/2011

### **3. RFO Response Requirements**

This RFO and the offeror's response to this document will be made part of the ordering department's STD.213 and procurement contract file.

The offeror must submit one (1) original, four (4) copies, and one (1) electronic PDF version on compact disk of their response to the department contact name and address contained on the cover sheet of this RFO.

All responses required, to include original, photocopies, and electronic copies, must contain all requested information and data and conform to the format described in this section. It is the offeror's responsibility to provide all necessary information for the State to evaluate the response, verify requested information and determine the offeror's ability to perform the tasks and activities defined in the State's Scope of Work, Attachment A and Cost Worksheet, Attachment B provided as required below. Offers received that do not include all requested information, data or documentation may be deemed non-responsive.

#### 4. RFO Response Content

The majority of the information required to respond to this RFO is contained in the State's Scope of Work, Attachment A and Cost Worksheet, Attachment B. The response should include the following information in this order:

a) Cover Letter with the following information:

1. Company name, mailing address and telephone number.
2. Name and e-mail address of contact person.
3. Master Services Agreement (MSA) number.
4. Submission date of the proposal.
5. Federal Employer Identification Number.
6. If applicable, Disabled Veteran Business Enterprise self-certification or identification of, and tasks/percentages, for disabled veteran business enterprise sub-contractor(s).
7. If applicable, Small Business Certification.
8. A duly authorized representative of the vendor must sign the proposal certifying that the proposal is a valid and binding offer and that he/she is authorized to sign the proposal.

b) Complete copy of Master Services Agreement between offeror and Department of General Services for Information Technology Consulting Services.

c) Response to State's Scope of Work, Attachment A:

The offeror's "Statement of Work" responds to the State's Scope of Work and will be used to evaluate responsiveness to requirements. This Statement of Work response must map each task/deliverable item back to the Attachments. The response must include any additional information that the offeror deems necessary to explain how the Contractor intends to meet the State's requirements. The Statement of Work needs to contain the following:

1. Overview of the required tasks and expected outcomes,
2. Description of how the tasks will be performed,
3. Work plan for each task, including sub-task description, including when each

- deliverable will be submitted (may be combined with 4.c.2.),
4. Samples, created by proposed staff, of deliverables from other projects that are equivalent with VoteCal,
  5. Organization chart that identifies the proposed contract team,
  6. Resumes for each identified member of the contract team, detailing experience meeting the State's requirements,
  7. List of any subcontractors to be used. List shall include the firm name, address, contact person and address;
  8. Any other requirements shown in the State's Scope of Work document.

d) Response to Attachment B

Response to this Attachment will detail the staff hours by classification, hourly rate per classification, by task(s) and deliverable(s). See Attachment B. These costs must map by each classification to the offeror's Statement of Work.

e) California Disabled Veteran Business Enterprise (DVBE) Program Requirements:

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. The minimum DVBE participation percentage (goal) is 3% for this solicitation. Please review the DVBE program requirements package at the links below. The offeror must complete and return all the appropriate pages in order for the bid to be considered responsive.

An explanation of the Disabled Veteran Enterprise Program (DVBE) requirements can be found at the Internet web site

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

The "DVBE Resource Packet" can be found at:

<http://www.documents.dgs.ca.gov/pd/smallbus/resource.pdf#search=DVBE%20Resource%20Packet&view=FitH&pagemode=none>

The following two (2) forms are required to be submitted as part of response to this RFO. The forms can be found at the listed Internet websites:

1. Std. 843 – DVBE Declaration:  
<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf#search=843&view=FitH&pagemode=none>
2. GSPD-05-105 – Bidder Declaration:  
<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf#search=Commercially%20useful%20function&view=FitH&pagemod>

The Secretary of State's Office has waived the application of the DVBE Incentive for this solicitation. Therefore, no additional incentive points will be applied during the evaluation process of this RFO.

**All offeror's must meet the 3% goal for this solicitation, failure to submit all required forms and fully document and meet the DVBE program requirement shall be considered non-responsive.**

5. Contract Award

Award of a contract resulting from this RFO will be based on best value. Best value will be determined using the following criteria as applicable to this effort:

<b>Criteria</b>	<b>Weight</b>
Quality, relevance and amount of IV&V experience of proposed staff (not including Engagement Manager function) on comparable projects, as demonstrated by resumes	30%
Understanding of project requirements and IV&V role as demonstrated by proposed work plan that includes tasks	10%
Quality and relevance of sample work products by staff being proposed	20%
Total cost of Offer	40%
<b>TOTAL</b>	<b>100%</b>

## **ATTACHMENT A: SCOPE OF WORK**

In accordance with Department of General Services (DGS), Master Services Agreement (MSA) #5-70-48-08-XX-XXX the Contractor agrees to provide the Secretary of State (SOS) with independent verification and validation (IV&V) consulting services for the VoteCal Statewide Voter Registration Database System Project. The MSA is hereby incorporated by reference and made part of this agreement.

### **1.0 PURPOSE**

This Scope of Work (SOW) reflects the services and deliverables to be provided by the Independent Verification and Validation (IV&V) contractor, hereinafter referred to as "Contractor," while serving as the IV&V consultant to the SOS for VoteCal. This SOW will be governed by and incorporate the terms and conditions of the Master Services Agreement (MSA) for Information Technology Consulting Services (IT MSA).

The VoteCal Project is a requirement of the federal Help America Vote Act (HAVA) of 2002. HAVA requires each state to develop and use a state-managed uniform centralized voter registration "list" (database) as a central source of voter registration information for all elections for federal office. The IV&V oversight activities increase the project's probability for success by forewarning SOS of real or potential adverse situations related to the proposed solution meeting the requirements and being successfully deployed.

Verification is an iterative process aimed at determining whether the product of each step in the system development life cycle (a) fulfills all the requirements levied on it by the previous step, and (b) is internally complete, consistent, and correct enough to support the next phase of the project. Validation is the process of executing software and exercising the hardware, and comparing the test results against the required performance. For purposes of this contract "independent validation and verification services" will be understood as the independent application of these procedures and may include the management of the underlying processes associated with the engineered products (i.e., development lifecycle management). It does not include services undertaken by Independent Project Oversight Consultants (IPOC) as defined in California's IT project oversight requirements.

This engagement is for Institute of Electrical and Electronics Engineers (IEEE) (or substantially similar) standards-based IV&V of the software development activities associated with this project and will focus on requirements definition and traceability and software product quality verification throughout the Software Development Life Cycle (SDLC). The VoteCal project will use a business-based procurement to select a system integration (SI) vendor to supply a complete technical solution to meet the SOS business and technical requirements. Because the SI bidders are free to propose a variety of technical solutions, involving potentially varying amounts of new software development (e.g., COTS, MOTS, or custom development), the ultimate size and scope of this engagement will be determined after the SI contract is awarded.

The SOS has engaged separate contractors for Project Management, Technical Architecture, Quality Management Services, and Independent Project Oversight Consultant (IPOC) services. Contractors who are awarded one of these contracts may be prohibited by conflict of interest guidelines from engaging for other contracts related to this project. Election management system (EMS) vendors who provide services to California's Registrars of Voters, will also have contracts during the project related to modification of their systems, VoteCal system integration and VoteCal system implementation. The nature of a custom developed solution requires an increase in IV&V services because of the requirement to more thoroughly review and validate requirements, design documentation, develop code, plan testing, and execution. Therefore, once the SI vendor's solution is chosen, the amount of iterations of work for the IV&V vendor will be better known and this contract may be modified.

IV&V services will be required for the VoteCal Project through system implementation, currently anticipated as June 2014. The contract with the SI vendor will include a schedule that will more accurately identify the project development period. Additionally, within three months of contract signature, SOS and the SI vendor will have refined that Integrated Project Schedule to be an even more informed schedule. Previous IV&V services ran from March 2007 through December 2010. With the need to procure SI vendor services again, SOS must contract for IV&V services again. SOS expects that the procurement process for the SI vendor will be completed by December 2011 with deployment completed in June 2014. The IV&V services will be needed through June 2014, but SOS may extend the contract if the deployment schedule is extended. The IV&V contractor will be required to produce named deliverables at a fixed price and may be asked to provide ad hoc deliverables on either an hourly or fixed price basis.

## **2.0 BACKGROUND**

On October 29, 2002, HAVA became law. HAVA mandates that each state implement a uniform, centralized, interactive, computerized voter registration database that is defined, maintained and administered at the state level.

HAVA requires every state to have a database which contains the name and registration information of every registered active or inactive voter in the state. It must serve as the single system for storing and managing the official list of registered voters in the state. In addition, it must be the official registration list for conducting all elections for federal office, which occur twice a year in every even-numbered year and whenever a midterm vacancy occurs.

HAVA also imposes new requirements on voters and state and local elections officials. Implementing HAVA will require SOS to work with the Department of Motor Vehicles (DMV), the California Department of Corrections and Rehabilitation (CDCR), the California Department of Public Health (CDPH) and the Employment Development Department (EDD) along with the staff of Registrars of Voters in all 58 counties, three EMS vendors, and at least half a dozen vendors working directly for SOS.

### **3.0 PROJECT DESCRIPTION**

This project will develop a statewide voter registration database and system that is fully compliant with the HAVA requirements. As required by HAVA, the system must exchange data with the four state departments identified above.. The system must also be compliant with California's "motor voter" law processing voter registrations and changes of address when individuals visit or do business at DMV offices. It will also include an interface with the DMV for verification of registrant identity, including Driver's License or State ID number and, if needed, the last four digits of the Social Security number.

The system will include an interface from each of the three EMSs to add, delete and update voter registration and related data electronically. That interface will also allow electronic read access to the voter registration and related data.

Lastly, there will be a secure Internet web-based interface for the public such that individuals can register to vote online and access their personal voter data, including but not limited to:

- Current registration and party affiliation;
- Assigned polling place;
- Whether their provisional ballot was counted and if not, why not
- Whether their vote-by-mail ballot was counted and if not, why not.

The project is a business-based procurement for an SI vendor which will perform all development and implementation tasks. This vendor will be responsible for providing and installing all hardware and software, if needed.

The SOS uses the Project Management Body of Knowledge (PMBOK) standards to ensure best practices are employed on the project. SOS has contracted for project management expertise under a three-person consulting team lead by the Senior Project Manager. The project is overseen by an IPOC that reports to the Project Sponsor and the California Technology Agency. The services being requested in this Request for Offers (RFO) do not include IPOC services.

The project also receives active executive sponsorship through an Executive Steering Committee (ESC) comprised of the Secretary, Chief Deputy Director, Project Sponsor, HAVA Coordinator, Elections Division Chief, and the Information Technology Division Chief. The Project Director meets weekly with the ESC to resolve issues quickly. The IV&V will present findings to the ESC at the ESC's monthly status meetings.

### **4.0 PROJECT ASSUMPTIONS**

This contract is based on the following assumptions:

- The IV&V Contractor will possess sufficient experience to fulfill the activities and complete the deliverables of the IV&V services contract.
- The SOS will provide sufficient access to appropriate levels of staff, subject matter experts or other users, management and contractors as required to

facilitate the performance of Contractor tasks and preparation of consulting deliverables.

- The SOS will provide shared access to desk space, telephone, PC, and network connectivity for one IV&V staff member for the time periods when Contractor is working on site. The workspace and equipment will be located at the SOS office at 1500 11<sup>th</sup> Street in Sacramento California.
- Contractor will be expected to attend specified meetings on site but is not required to work onsite except for specific tasks noted within RFO.

## 5.0 CONTRACTOR RESPONSIBILITIES

Contractor will be responsible for independently determining whether development products satisfy the intended use and the user needs when operated in the environment for which they are intended (verification), and whether the products satisfy the specified requirements of the project (validation). All tasks and activities will be performed in accordance with the applicable Institute of Electrical and Electronics Engineers (IEEE) standards (or an SOS-approved standard that is substantially similar).

This scope of work is comprised of the following deliverable categories:

1. Task Management
2. Reporting to Project Stakeholders
3. Validation and Verification Activities

The following is a description of the work under each of the three deliverable categories:

### Deliverable 1: Task Management

- 1A. Generate and deliver an IV&V Plan (IVVP) using IEEE Standard 1012-2004 as a guide. The IVVP shall describe the tasks and approaches to IV&V in support of the project, including methodologies, processes and tasks associated with the IVVP. Due to the possible variances in Systems Integrator (SI) vendor proposal approaches because of differences in business-based solutions, the Contractor will provide an initial IVVP based on proposed scheduled activities until the SI vendor is hired, an updated IVVP after the SI vendor is selected, and a final IVVP after completion of the Design Phase, or as approved by the Project Director. In addition to the IVVP, develop a detailed work plan for accomplishing the IV&V tasks. This work plan shall be updated within one month after the SI vendor is selected and submitted to the Project Director.
- 1B. Prepare, deliver and update a fully resourced MS Project Schedule aligning V&V activities with project activities. The initial and updated schedules will correlate with the submission of the IVVP. For example, the initial IVVP will refer to the existing MS Project schedule; the updated and final IVVPs will also have an accompanying updated MS Project schedule that is in concert with the Integrated Project Schedule. The schedule the IV&V vendor updates throughout the project lifecycle as part of the IVVP will be incorporated by the VoteCal Project Manager into the

Integrated Project Schedule. The IV&V vendor's schedule must reflect review cycles identified in SI vendor RFP, which is on the SOS website. (For example, the team has 10 working days to review the SI vendor's deliverables. To the degree that IV&V is involved in that review, IV&V should propose a schedule that reflects those 10 days in its proposal.) The IV&V vendor shall update its schedule reflecting actual dates and revised projections weekly and present it to the VoteCal Project Manager for incorporation in the Integrated Project Schedule.

- 1C. Attend in person and participate in weekly project team status meetings; prepare and deliver a written monthly status report summarizing activities completed, those planned but not undertaken and/or completed, findings and recommendations, and outlining activities for upcoming month to SOS Project Manager and Project Director. The Contractor will also participate in the project's risk and issue management processes as required.

### **Deliverable 2: Reporting to Stakeholders**

- 2A. Attend weekly meetings with SOS Project Manager and Project Director in which IV&V provides oral status report of activities in past week, activities in coming week, activities scheduled but not completed, and recommendations as appropriate.
- 2B. Attend in person and provide oral status reports monthly to the Project Director and separately to the Executive Steering Committee.

### **Deliverable 3: Validation and Verification Activities**

- 3A. Develop initial requirements traceability matrix (RTM) or use existing RTM. The existing RTM was developed in accordance with IEEE 1012-2004 and includes the traceability from HAVA to the Feasibility Study Report to the prior Request for Proposal (RFP) for SI services and through several Special Project Reports (SPR). It needs to be either updated or replaced by the IV&V vendor and updated throughout project. The deliverable should include presentation on a secure website to SOS with the ability for SOS users to view and verify traceability.
- 3B. Attend two weeks of half-day confidential discussions with bidders to provide IV&V subject matter expertise. Attend draft and final proposal evaluations for two bids at two weeks each to determine whether reuse software (if proposed) is suitable for the proposed use in accordance with IEEE 1517-1999 (or alternate approved standard), assess the architecture of each proposal for feasibility, evaluate the degree to which each proposal meets or exceeds each business and technical requirement, and evaluate whether the proposed development schedule is practical for the development and implementation effort proposed.

Provide findings verbally during confidential vendor discussions and proposal evaluation meetings.

- 3C. This task contains numerous subtasks consisting of V&V tasks and Optional V&V tasks as per IEEE Standard 1012-2004. Contractor will conduct each of the subtasks using one of the specified tasks (procedures) in the standard IEEE tasks modified to meet the requirements of SOS.

In general, Contractor will review and analyze the SI vendor's system development documents (such as architecture, requirements validation, design, build, installation and test documents). Contractor verifies SI processes and documents for accuracy, completeness, content and conformity to industry standards, IEEE standards, and SOS-approved documentation standards. Contractor provides IV&V services in accordance with industry accepted project phases. For the VoteCal Project these phases include:

- Design
- Implementation (Code Development)
- Testing
- Installation and Checkout

(IEEE 1012-2004 recommends the execution of specific and optional tasks in accordance with the specific phase.)

### 3C1 – Design Phase

During the Design Phase, the Contractor will execute the Software Design Evaluation and Design Interface Analysis procedures. The Contractor will review and evaluate use cases and analyze migration of defined business functionality into application and interface design. Due to the nature of the repetitive process involved in reviewing Use Cases and other design documents, the Contractor will prepare for executing each of the procedures four times. The Contractor will also execute these procedures for performing a detailed review of the software architecture for feasibility, consistency, maintainability and adherence to industry standards. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

Review and analyze the SI vendor's system development documents (such as architecture, requirements, design, build, installation and test documents) accuracy, completeness, content and conformity to industry standards and SOS-approved documentation standards. Provide in-progress findings orally to the project team and SI vendor, and final findings in writing in monthly status reports.

### 3C2 – Implementation Phase

During the Implementation Phase, the Contractor will execute the Source Code Evaluation, Source Code Interface Analysis and Source Code Documentation Evaluation Procedures. Due to repetitive nature of source code development and source code documentation, the Contractor will be prepared to execute each of the procedures five times. This may vary based on SI vendor's approach (e.g., COTS, MOTS or application development) so IV&V bidders should bid as an increment of work. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

### 3C3 – Test Phase

During the Test Phase, the Contractor will execute the Test Procedure Evaluation, Integration Test Execution, System Test Execution and Acceptance Test Execution procedures. The Test Procedure Evaluation is executed once. Due to the repetitive nature of the actual testing procedures, the Contractor will be prepared to execute each of the remaining procedures four times.

These procedures in conjunction with the other test procedure in Deliverable 3F below will satisfy the requirement to review system and acceptance test plans, procedures and execution for

compliance with IEEE (or substantially similar) standards. The Contractor will also monitor test execution and/or participate in test reviews, and validate test results for accuracy and completeness. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

#### 3C4 – Installation and Checkout

During the Installation and Checkout Phase, the Contractor will execute the Installation Configuration Audit. This audit will satisfy the final requirement to inventory and review system application software for completeness, maintainability, and adherence to programming standards; however, the latter two requirements, maintainability and adherence to standards, will also be evaluated by procedures in the Implementation and Testing Phases. Due to the potential need to re-evaluate once SI vendor has taken corrective actions, Contractor should assume completing this task twice. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

#### 3D. System Hardware and Software Configuration

Evaluate the hardware and software configuration and report on any suitability, compatibility and obsolescence issues. The Contractor will execute a combination of the following existing procedures: Hardware/Software/ User Requirements procedure coupled with the Installation Checkout and an In-Process Audit. This procedure requires close coordination with SOS to ensure that the needs of the effort are met. Some of the data is reviewed in the bidders' proposals, some at the Implementation Phase and finally during the Installation and Checkout Phase. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

#### 3E. Analyze Performance

Evaluate the system application, network, hardware and software operating platform characteristics relative to both contractual guaranteed results and industry standards, SOS mandated response time requirements, capacity requirements, and other performance criteria in the RFP and subsequently become a part of the SI vendor's contract. The IV&V Contractor will use this procedure during the Implementation, Testing, and Installation and Checkout phases. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

#### 3F. Traceability and Testability

The purpose of this subtask is to determine whether system and software requirements are correct, complete, traceable and testable and to verify test plans, test methodology and acceptance criteria. The IV&V Contractor will determine whether the requirements traceability is monitored by the SI vendor in all phases to ensure that tracing is logical and complete from Requirements Validation through to Installation and Checkout. For each phase, The Contractor will execute the following procedures and associated assessment reports:

#### 3F1 – Design Phase

During the Design Phase, The Contractor will execute the Design Traceability Analysis, Component Test Plan Generation, Integration Test Plan Generation, and Test Design Generation procedures. The Design Traceability Analysis verifies traceability from the Requirements Phase through the completion of the Design Phase. The Component, Integration and Test Design Generation procedures verifies the correctness of the testing plans developed by the SI vendor are complete and in accordance with industry standards. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

#### 3F2 – Implementation Phase

During the Implementation Phase, the Contractor will execute the Source Code Traceability Analysis, Test Case Generation, Test Procedure Evaluation and Component Test Execution. The Source Code Traceability Analysis validates traceability from the Design Phase through the Implementation Phase. The Test Case Generation and Test Procedure Evaluation verify that the correctness of Test Cases and Test Procedures are in accordance with accepted Industry standards. The Component Test Execution procedure validates the correctness of results from the SI Vendor Component Testing. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

#### 3F3 - Testing Phase

During the Test Phase, the Contractor will execute the Test Certification Procedure to achieve certification of all testing efforts. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

#### 3G. Inspection Reports

Identify, assess, and provide recommendations in a written report of design and implementation issues that arise during the development lifecycle. At the request of the Project Director, the Contractor will use the

Inspection Report procedure for this requirement, and will provide the capability to perform three inspection report procedures for this engagement. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

3H. In-Process Audits

The purpose of this task is to satisfy the requirement to participate in periodic reviews to ensure that appropriate products and activities have been incorporated by the SI vendor. Due to the unforeseen nature of these reviews, upon direction of the Project Director, the Contractor will conduct these reviews using the In-Process Audit procedure. The Contractor may conduct up to six of these reviews for emergent project conditions. Contractor should assume 40 hours of work per in-process audit. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

3I. Training Evaluation

The purpose of this task is to satisfy the requirement to monitor developer training and review user and maintenance operations documentation to ensure sufficient knowledge transfer for maintenance and operation of the new system. The Contractor will execute the optional V&V task procedures for Training Document Evaluation and User Documentation Evaluation in conjunction with observance of sampling of training. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

3J. Phase Summary Reports

Provide in writing and present orally a summary report on the results of all activities conducted during a specific phase. For this engagement the phases include Design, Implementation, Testing, and Installation and Checkout. The Contractor will provide Phase Summary Reports for each of these phases per the approved project schedule. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

3K. Distributed Architecture Assessment

Previous reviews of the hardware architecture will have provided a paper review of the SI vendor intentions during proposal and design phases of the project. Actual implementation of the hardware architecture must also be verified. The Contractor will execute the optional Distributed Architecture Assessment to perform this verification. The Contractor will provide findings orally to the Project Manager (and team as appropriate) and in the regularly scheduled written report to the Project Director.

3L. Deliverable Expectation Document Review

The Contractor will participate in development of content, standards, and evaluation criteria for SI vendor deliverables through verification of the Deliverable Expectation Documents (DED) proposed by the vendor for all deliverables. The Contractor will provide written input to the DED documents provided by the SI Vendor and participate in team meetings as required.

3M. Ad Hoc Analysis

Due to the changing nature of solution based proposals, the Contractor will provide ad hoc analyses on request of the Project Director.

## 6.0 PROJECT STRUCTURE

### 6.1 Project Duration

This engagement is for the procurement, development and implementation phases of the VoteCal Project, currently scheduled to complete in June 2014. It may be extended as the project schedule is refined once an SI vendor is under contract.

### 6.2 Project Organization

The VoteCal Project is composed of SOS business and technical staff under the authority of the Project Manager and Project Director and receives policy guidance from the Executive Steering Committee. The SOS has or will contract with consultants to provide project management, technical architecture, quality assurance, acceptance test management, security, project administration and IPOC services. SOS will be contracting with an SI vendor to develop, integrate, and implement the VoteCal system. SOS also will contract with three EMS vendors for remediation of their systems to interface with VoteCal. All 58 counties will participate in implementation activities.

See Attachment A for a current project organization chart.

### 6.3 Travel

Although unlikely, in-state travel may be required under this agreement. In the event travel is necessary, SOS will compensate the vendor for all travel costs as required in the completion of the assigned tasks. All travel costs will be reimbursed in accordance with the following:

- Travel expenses will be charged utilizing current State rates.
- Travel expenses will be submitted by invoice with associated consultant fees to the SOS for reimbursement.
- All travel will be approved by SOS in advance of such travel.

#### 6.4 Point of Contact

The SOS Project Director is the initial point of contact for issues regarding this project.

#### 6.5 Issue Resolution

When a problem or issue arises, the Contractor will immediately report it to the SOS Project Director. Escalation of unresolved issues is the responsibility of the SOS Project Director. IV&V vendor may escalate to the Project Sponsor should the IV&V vendor believe the Project Director is not resolving the issue in a timely fashion.

#### 6.6 Controls

In completing the tasks within this scope of work, the Contractor will comply with the following standards:

- Contractor shall follow project management industry standards (i.e. PMBOK<sup>®</sup>).
- IEEE (or an SOS-approved, substantially similar standard for IV&V).

#### 6.7 Change Control

If unanticipated changes of the Contractor's approved project management plan and schedule are required during the course of the project, the Contractor shall document the changes in writing and request approval of each change in writing from the SOS Project Director before work is undertaken. At the time the Contractor or SOS identifies an unavoidable change that will require modification of the baseline project plan or other issues materially affecting the project plan, all work shall stop on the impacted objective until the changes are approved.

#### 6.8 Knowledge and Abilities

The Contractor shall provide qualified personnel to perform the work necessary to accomplish the tasks defined above. The Contractor must provide a project leader who will participate in most contract activities and will review and approve all deliverables for submission to the Project Director. **This project leader must have performed in a lead role using the proposed IV&V standard for at least one project of similar size, type and complexity, preferably for a California state agency.** SOS must pre-approve all Contractor resources, if replacements are proposed.

#### 6.9 SOS Facilities and Tools

The SOS will provide shared access to desk space, telephone, PC, and network connectivity for the time periods when Contractor is working on site. These computers will have Microsoft Windows 2000 Professional, Microsoft Office

2003, and Microsoft Outlook, and other supportive software installed. The workspace and equipment will be located at the SOS office at 1500 11<sup>th</sup> Street in Sacramento. Contractor is required to use these versions of software when submitting deliverables.

#### 6.10 Project Updates, Status Reports, and Meetings

The Contractor will attend and report status at project status meetings with the project team, SOS Project Manager and Project Director, and with the project's Executive Steering Committee, as per required under tasks described in Section 5, above. The Contractor will also submit monthly to the SOS Project Director written status reports. The Contractor will also update the project work schedule when the schedule has changed by more than 10 percent.

#### 6.11 Key Contractor Personnel

The Contractor will identify an Engagement Manager in their organization that will provide oversight and guidance for the Contractor staff assigned to this project. The Contractor's Engagement Manager will be SOS' point of contact regarding any issues that arise concerning the engagement. The Contractor's Engagement Manager will also review all deliverables for quality and conformance to this SOW before they are submitted to SOS.

Personnel commitments made in the Contractor's offer shall not be changed without prior written approval of SOS unless caused by the resignation or incapacity of the named individual. SOS shall approve in advance and in writing any permanent or temporary changes to the Contractor's key personnel (project team). SOS reserves the right to require the removal of any member of the Contractor's staff from the project.

6.12 Responsibilities of Key Contractor Personnel

Engagement Manager / Lead Personnel	<ul style="list-style-type: none"> <li>• Synchronizes V&amp;V tasks with project activities through VoteCal Project Manager on a daily basis</li> <li>• Attends weekly team meeting</li> <li>• Reports weekly to Project Manager and Project Director</li> <li>• Perform tasks; develops deliverables; supervises contract personnel</li> <li>• Contract Administrator</li> <li>• Task Management</li> <li>• Schedules IV&amp;V resources</li> <li>• Communicates with the State on contract issues</li> <li>• Attends monthly Executive Steering Committee meetings</li> <li>• Reviews quality of all project deliverables before they are submitted</li> <li>• Serves as primary contact with SOS for issues</li> <li>• Serves as primary contact with other Contractors</li> </ul>
IV&V Team Personnel	<ul style="list-style-type: none"> <li>• Performs tasks</li> <li>• Develops deliverables</li> <li>• Attends meetings in which analysis and recommendations are made</li> </ul>

6.13 Personnel and Rates

The contract shall include a listing of the personnel who will perform each task described in this SOW and their salary rate. SOS will be notified in writing of any changes in the personnel assigned to this task. For those individuals indicated as “key personnel” the procedures specified in Section 6 shall be followed when personnel changes occur.

SOS reserves the right to redirect the resources within the contract by modifying the total number of hours per task.

6.14 Contract Budget

Most deliverables under this contract are fixed price. SOS reserves the right to alter the scope of named deliverables on an as-needed basis, provided that the total cost of this contract does not exceed the maximum amount proposed and accepted for V&V services estimated in the last approved SPR. In particular, the SOS will work with the Contractor to revise and update the project work plan and estimated hours per task after completion of the procurement for the system integration contractor.

Similarly, in-process audit and ad hoc deliverables may be requested by the Project Director as needed provided that the total cost of this contract does not

exceed the maximum amount proposed and accepted for V&V services estimated in the last approved SPR.

#### 6.15 Invoices and Payment

In addition to the invoice and payment provisions contained within the Contractor's Leveraged Procurement Agreement with the Department of General Services and the State's Information Technology General Provisions (GSPD-401IT) The Contractor agrees to submit monthly invoices identifying the fixed price tasks completed during the prior month. If Contractor staff perform hourly tasks, the hours charged by each consultant and the hours per task for each consultant staff person shall be listed separately. SOS will pay the invoice only upon acceptance and approval of any related deliverables and upon satisfactory progress in the agreed upon work plan. Contractor agrees to submit for each of their staff providing services on an hourly basis a timesheet listing the task name and associated hours per day. The timesheet for recording hours and tasks may be found in Attachment A-2, HAVA Timesheet.

#### 6.16 Failure to Perform

Contractor assumes all liability for performance of this contract and all subcontracts executed pursuant to or funded by this Contract, and hereby agrees to this Contract for IV&V services as listed.

Further, the Contractor assumes full liability for and agrees to reimburse the State for Contractor's or any of Contractor's sub-Contractors' failure to comply with any term or condition of this Contract. Contractor shall assure that subcontracts are administered in accordance with this Contract, with any rules and regulations and with any amendments or changes thereto. Contractor agrees that SOS or its designated agent has full recourse against the Contractor for the failure to perform all or any part of this Contract.

Failure to meet meeting attendance requirements, and provide acceptable deliverables, milestones and status reports on time may subject Contractor to possible delay of payment and/or SOS pursuing remedies under this Contract in accordance with the General Provisions.

#### 6.17 Acceptance of Deliverables and Milestones

All deliverables will be reviewed and approved by the SOS Project Director. Deliverable due dates will reflect those approved in the Contractor's plan and schedule as aligned with the project schedule.

#### 6.18 Standards and Policies

The Contractor shall adhere to SOS' minimum required IT standards, guidelines and policies. Contracted staff is expected to abide by the same standards and policies as State staff, including Information Security, Internet, Drug-Free Workplace, and Sexual Harassment.

6.19 Contract Contact Information

The project representative during the term of this agreement will be:

State Agency: Secretary of State	Contractor:
Name:	Name:
Phone:	Phone:

Direct all proposal-related inquiries to:

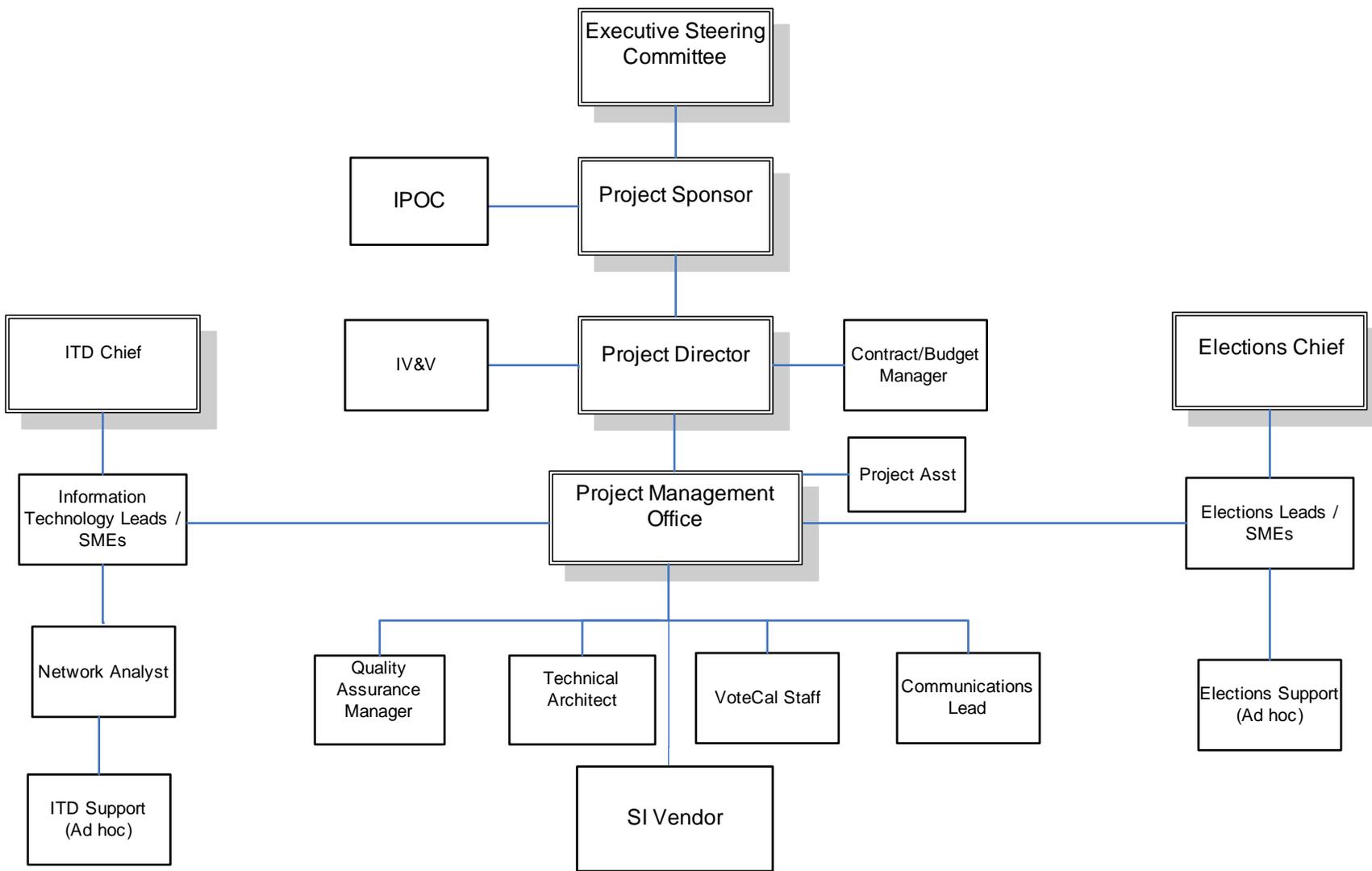
State Agency: Secretary of State	Contractor:
Section/Unit: Contracts Services	Section/Unit:
Attention: Maria Harris	Attention:
Address: 1500 11th Street, Sacramento CA 95814	Address:
Phone: (916) 653-5974	Phone:
Fax: (916) 653-8324	Fax:
Email: contractservices@sos.ca.gov	Email:

**7.0 Scope of Work Attachments**

The following Attachments are hereby incorporated and made part of this Scope of Work:

- Attachment A-1: VoteCal Organization Chart
- Attachment A-2: HAVA Timesheet

**Attachment A-1: VoteCal Organization Chart**



**Attachment A-2: HAVA Timesheet**

STATE OF CALIFORNIA - SECRETARY OF STATE																								SECRETARY OF STATE												
<b>CONTRACTOR HAVA ACTIVITY REPORT</b>																																				
NAME of STAFF												COMPANY NAME								Month/Year				HAVA Coordinator's Approval												
Contract Number:												Location (Sacto/SF/LA/SD/FR)																								
												Sacramento																								
HAVA ACTIVITY HOURS																		PROGRAM TIME REPORTING																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	DELIVERABLE NAME		Cost		
1																																				0.0
2																																				0.0
3																																				0.0
4																																				0.0
5																																				0.0
6																																				0.0
7																																				0.0
8																																				0.0
9																																				0.0
10																																				0.0
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20																																				0.0
21																																				0.0
22																																				0.0
23																																				0.0
24																																				0.0
25																																				0.0
26																																				0.0
																		MONTHLY TOTAL		0.0																
SIGNATURE OF CONTRACTOR												DATE								SIGNATURE OF VoteCal Project Director - Mary Winkley				DATE												

### ATTACHMENT B - COST WORKSHEET

For each deliverable identified in the following table, identify the cost methodology per deliverable, which must include identifying all individuals, their MSA Classifications and hourly rates (to determine MSA compliance), and the number of hours each individual will require to complete each deliverable. Provide the information in the following format:

A	B	C	D	E	F	G	H
<b>Deliverables</b> <i>(SOW Ref Sect. 5.0)</i>	<b>Staff Name(s)</b>	<b>MSA Classification</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Cost per deliverable</b> <i>(Column D x E=F)</i>	<b>Frequency*</b>	<b>Extended Price</b> <i>(Column F x G=H)</i>
Task 1, 1A						3	
Task 1, 1B						171	
Task 1, 1C						171	
Task 2, 2A						171	
Task 2, 2B						78	
Task 3, 3A						5	
Task 3, 3B						4	
Task 3, 3C							
Task 3, 3C1						4	
Task 3, 3C2						5	
Task 3, 3C3						10	
Task 3, 3C4						2	
Task 3, 3D						3	
Task 3, 3E						3	
Task 3, 3F							
Task 3, 3F1						3	

A	B	C	D	E	F	G	H
Deliverables <i>(SOW Ref Sect. 5.1)</i>	Staff Name(s)	MSA Classification	Hourly Rate	Estimated Hours	Cost per deliverable <i>(Column D x E=F)</i>	Frequency	Extended Price <i>(Column F x G=H)</i>
Task 3, 3F2						3	
Task 3, 3F3						3	
Task 3, 3G						3	
Task 3, 3H						6	
Task 3, 3I						2	
Task 3, 3J						5	
Task 3, 3K						1	
Task 3, 3L						20	
Task 3, 3M						6**	

Subtotal	\$ _____
Other Costs, Travel, (if required in SOW) etc.	+ _____
<b>Total Costs</b>	<b>\$ _____</b>

Fiscal Year Cost break down:

2010/11: \_\_\_\_\_ 2011/12: \_\_\_\_\_ 2012/13: \_\_\_\_\_ 2013/14: \_\_\_\_\_

\*The frequency numbers correspond to Section 5.0 of the Statement of Work, please see page 11 of this RFO.  
 \*\*The number indicated above will be used solely for evaluating the cost as a fair and equitable formula to determine the best value offer and is not binding on the SOS. However, the actual costs per deliverable above shall be binding for the term of the Agreement

**Please Note: Should the SOS amend the awarded agreement from this RFO beyond June 30, 2014 it will be at or below the rates identified above.**

## ATTACHMENT C — ADDITIONAL PROVISIONS

### 1. Amendments

- A. The Secretary of State (SOS) reserves the right to amend the scope of work, increase the cost and/or extend the term of the agreement, based upon the SOS's need for completion of services and will be based on the original rate received and identified in the contract.
- B. SOS reserves the right to amend this agreement as needed in accordance with Attachment A of this agreement once the system integrator contractor has been selected.

### 2. Hatch Act

The provisions of the federal Hatch Act shall apply to employees working for state and local entities receiving HAVA funds. The Hatch Act may be reviewed at [http://www.osc.gov/documents/hatchact/ha\\_sta.pdf](http://www.osc.gov/documents/hatchact/ha_sta.pdf).

### 3. Funding

- A. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
- B. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.

### 4. Commission, Percentage, Brokerage, or Contingent Fees

The Contractor warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### 5. Termination

Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to Contractor.

### 6. Debarment and Suspension

Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at [www.epls.gov](http://www.epls.gov).

7. **Audit for use of Federal Funds**

Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

8. **Application of Federal Office of Management and Budget (OMB) Circulars**

OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>.

9. **Request for Offer #10-019**

The solicitation, SOS Request for Offer #10-019, used to award this agreement is hereby included by reference and made part of this agreement.

10. **Incompatible Activities**

No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement and abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office, which is detailed below.

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

- A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- E. The receipt or delivery of political campaign contributions or photocopies thereof on state

property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

- F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
- H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.

#### 10. **Contractor Activity Report**

Please see the sample of Contractor HAVA Activity Report located as Attachment A-2, HAVA Timesheet.