



REQUEST FOR PROPOSAL

For the

Statewide

Voter Registration System (VoteCal)

RFP SOS 0890 – 46

October 29, 2010

State of California
Secretary of State
1500 – 11th Street
Sacramento, CA 95814

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Glossary

SECTION I - INTRODUCTION AND OVERVIEW OF REQUIREMENTS

A. PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (hereafter called the RFP) is to solicit proposals that will provide the California Office of the Secretary of State (SOS) with a new Statewide Voter Registration System (VoteCal System). This is a competitive solution-based procurement that will select a Bidder to develop and implement a single, centralized voter registration database that meets applicable Help America Vote Act (HAVA) of 2002 (42 U.S.C. 15301, et seq.) requirements.

The objective of this RFP is to provide a thorough understanding of the State's current Calvoter system, HAVA requirements, and VoteCal Statewide Voter Registration System and related needs.

The term of this contract is for implementation plus one (1) year warranty concurrent with one (1) year of maintenance and operations. Additionally, SOS may execute five (5) one-year options for hardware maintenance and operations and one (1) five-year option for software application support. The proposed solution implementation activities must be scheduled and managed so as to minimize the conflict with the conduct of elections.

Bidders' proposals will be evaluated across a number of categories, including business and technical experience, proposed Bidder staffing, ability to meet the business, technical and administrative requirements, project management approach, and cost. Responses to this RFP will be evaluated based on the total bid, and award, if made, will be to a single Bidder awarded the highest points as calculated in accordance with the methodology defined in Section IX - Evaluation and Selection.

B. SCOPE OF THE RFP AND BIDDER ADMONISHMENT

This RFP is being conducted under the policies developed by the Office of the Chief Information Officer (OCIO) and procedures developed by the Department of General Services (DGS) as provided under Public Contract Code (PCC) Section 12102 et seq. At any time, the State can invoke PCC 6611, which provides the State flexibility in negotiating issues with the Bidders or Contractor. This RFP contains instructions governing the requirements for a firm quotation to be submitted by interested Bidders. The format in which the proposal information is to be submitted and the material to be included are described in Section VIII - Proposal Format. Bidders may also refer to Exhibit I.B in completing their proposal. This RFP also addresses the qualifications that Bidder's proposed staff must meet to be eligible for consideration, as well as addressing Bidder's responsibilities before and after award.

This procurement will follow a phased approach designed to increase the likelihood that Final Proposals will be received without disqualifying defects. The additional step(s) will (1) ensure that the Bidders clearly understand the State's requirements before attempting to develop their final solutions; (2) ensure that the State clearly understands what each Bidder intends to propose before those proposals are finalized; and (3) give the State and each Bidder the opportunity to discuss weaknesses or potentially unacceptable elements of a Bidder's proposal and give the Bidder the opportunity to modify its proposal to correct such problems. Specific information regarding such steps is found in Section II - Rules Governing Competition, Section VIII - Proposal Format and Section IX - Evaluation and Selection.

IF A BIDDER EXPECTS TO BE AFFORDED THE BENEFITS OF THE STEPS INCLUDED IN THIS RFP, THE BIDDER MUST TAKE THE RESPONSIBILITY TO:

- **CAREFULLY READ THE ENTIRE RFP;**

- **IF CLARIFICATION IS NECESSARY, ASK APPROPRIATE QUESTIONS IN A TIMELY MANNER;**
- **SUBMIT ALL REQUIRED RESPONSES, COMPLETE TO THE BEST OF BIDDER'S ABILITY, BY THE REQUIRED DATES AND TIMES;**
- **MAKE SURE THAT ALL PROCEDURES AND REQUIREMENTS OF THE RFP ARE ACCURATELY FOLLOWED AND APPROPRIATELY ADDRESSED; AND**
- **CAREFULLY REREAD THE ENTIRE RFP AND RESPONSE BEFORE SUBMITTING EACH BID.**

C. AVAILABILITY

Bidders must be aware that all staff proposed for this solution must be available to commence work on this project within thirty (30) days of contract award, if an award is made.

D. DEPARTMENT OFFICIAL

The Procurement Official and the mailing address to send all questions, correspondence, Pre – Qualification packages, copies of protests, draft and final proposals and any other proposal related material is:

Regina Weary
Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Phone (916) 375-4554 Fax (916) 375-4505
Regina.Weary@dgs.ca.gov

E. BIDDER'S LIBRARY DEPARTMENT CONTACT

SOS has compiled a set of documents for Bidders to reference while preparing their response to this RFP. The Bidder's Library is available at the Secretary of State website at the following link:

<http://www.sos.ca.gov/elections/votecal/bidders-library/>

F. KEY ACTION DATES

Listed below are the dates and times by which actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to this RFP. **ALL DATES AFTER THE FINAL PROPOSAL SUBMISSION DEADLINE ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS INDICATE, WITHOUT ADDENDUM TO THIS RFP.**

<u>EVENT</u>	<u>DATE/TIME</u>
1. Release of RFP	10/29/10
2. Last day to submit Bidder's Intention to Submit a Proposal (Exhibit I.A) and signed Confidentiality Statement (Exhibit V.1.)	11/12/10 By 5:00 PM, PST
3. Last day to submit questions for clarification of the RFP requirements	11/12/10 By 5:00 PM, PST
4. Last day to protest RFP requirements and request contract language changes prior to pre-qualification*	12/03/10
5. Bidder pre-qualification packages due	01/ 2024 /11 By 25 :00 PM, PST
6. Pre-qualification decision announced	02/11/11
7. Confidential Discussions with Individual Bidders. Confidential Discussions to be held at the Secretary of State's Office	02/14/11 – 03/11/11 (Time TBD)
8. Last day to submit (1) requests for contract language changes, (2) questions for clarification, or (3) requests for changes to the RFP requirements	03/11/11 By 25 :00 PM, PST
9. Last day to protest the RFP requirements*	03/25/11 By 25 :00 PM, PST
10. Submission of Draft Proposals due to DGS	04/29/11 By 25 :00 PM, PST
11. Confidential Discussions (and potentially demonstrations) concerning Draft Proposals. Confidential Discussions to be held at the Secretary of State's Office	07/08/11 – 08/05/11 (Time TBD)
12. Submission of Final Proposals due to DGS	09/02/11 By 25 :00 PM, PST
13. Cost Proposal Opening ***	10/21/11 (Time TBD)
14. Notification of Intent to Award***	11/14/11
15. Last Day to Protest Selection****	11/17/11
16. Contract Award and Execution***	12/29/11

Additional action dates may be inserted as necessary.

* Or five (5) days following an Addendum that changes the requirements of the RFP.

***Date is subject to change.

* See Section II. E.2 – Alternative Protest Process.

G. INTENTION TO SUBMIT A PROPOSAL

Bidders that want to participate in the RFP steps should submit a Bidder's Intention to Submit a Proposal, Exhibit I.A., in accordance with Section II.D.4 - Bidder's Intention to Submit a Proposal.

H. AMERICANS WITH DISABILITIES COMPLIANCE

PROCUREMENT DIVISION (STATE DEPARTMENT OF GENERAL SERVICES) AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of Title II of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodation for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below. You may also contact directly the Department Official listed in Section 1.D.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR ACCOMMODATION, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (e.g., MEETING, CONFERENCE, WORKSHOP, etc.) OR THE DEADLINE DUE DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone number is:

Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922

TTY: 1-800-735-2929

EXHIBIT I.A – BIDDER'S INTENTION TO SUBMIT A PROPOSAL

Department of General Services - Procurement
Attn: Regina Weary
707 3rd Street, Second Floor
West Sacramento, CA 95605

Reference: RFP SOS 0890-46

This is to notify you that it is our present intent to do the following regarding the above referenced RFP (Bidder shall specify):

- ☐ We intend to submit a proposal, and we have no problem with the RFP requirements.
- ☐ We intend to submit a proposal, but we have one or more problems with the RFP requirements for reasons stated in an attachment to this letter.
- ☐ We do not intend to submit a proposal for reasons stated in an attachment to this letter, and we have no problem with the RFP requirements.
- ☐ We do not intend to submit a proposal because of one or more problems with the RFP requirements for reasons stated in an attachment to this letter.

The following is the contact person for our company:

Name and Title: _____

Address: _____

City, State & Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Sincerely,

Name (Signature)

Typed Name and Title

Company _____

Phone Number () _____ Fax Number () _____

EXHIBIT I.B - BIDDER'S FINAL PROPOSAL RESPONSE CHECKLIST

- DOES YOUR FINAL PROPOSAL SUBMITTAL DOCUMENTATION FOLLOW THE FORMAT SPECIFIED IN SECTION VIII - PROPOSAL FORMAT?
 - ⇒ COVER LETTER WITH ORIGINAL SIGNATURE INCLUDED?
 - ⇒ LABELED VOLUMES AS IDENTIFIED AND IN THE SPECIFIED NUMBER OF COPIES?
 - ⇒ NO COST DATA PROVIDED IN ANY VOLUMES EXCEPT VOLUME III?
- IS THE CONTRACT IN YOUR FINAL PROPOSAL AND IN ORDER?
 - ⇒ CONTRACT SIGNED BY AN INDIVIDUAL AUTHORIZED TO BIND THE FIRM?
 - ⇒ HAVE THE CALCULATIONS FOR COSTS BEEN CHECKED FOR ACCURACY?
 - ⇒ DO THE COSTS ENTERED ON THE COST SHEETS IN VOLUME III OF THE FINAL PROPOSAL SUBMITTAL CORRESPOND WITH THOSE COSTS IDENTIFIED IN THE CONTRACT EXHIBIT(S)?
- IS THE LETTER OF CREDIT REQUIREMENT SATISFIED?
- IN THE STATE'S "DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT" (RFP SECTION V.F), IS THE REQUIRED DOCUMENTATION INCLUDED?

BIDDERS: THE STATE MAKES NO WARRANTY THAT THE CHECKLIST IS A FULL COMPREHENSIVE LISTING OF EVERY REQUIREMENT SPECIFIED IN THE RFP. CHECKING OFF THE ITEMS ON THE CHECKLIST DOES NOT ESTABLISH YOUR FIRM'S INTENT NOR DOES IT CONSTITUTE RESPONSIVENESS TO THE REQUIREMENT(S). THE CHECKLIST IS ONLY A TOOL TO ASSIST PARTICIPATING BIDDERS IN COMPILING THEIR FINAL PROPOSAL RESPONSE. BIDDERS ARE ENCOURAGED TO CAREFULLY READ THE ENTIRE RFP. THE NEED TO VERIFY ALL DOCUMENTATION AND RESPONSES PRIOR TO THE SUBMISSION OF FINAL PROPOSALS CANNOT BE OVEREMPHASIZED.

SECTION II – RULES GOVERNING COMPETITION

A. INTRODUCTION

The purpose of competitive bidding is to achieve public objectives in the most value-effective manner while avoiding the possibilities of graft, fraud, collusion, etc. Competitive bidding is designed to benefit the State and is not necessarily designed for the benefit of Bidders.¹ It is administered to accomplish its purposes with sole reference to the public interest. It is based upon full and free bidding to satisfy State specifications, or acceptance by the State of the most value-effective solution to the State's requirements, as determined by the evaluation criteria contained in the Request for Proposal (RFP).

B. IDENTIFICATION AND CLASSIFICATION OF RFP REQUIREMENTS

Section II of this RFP describes the entire procurement process. Specific guidelines for the submission of responses to this RFP are found in Section VIII - Proposal Format.

1. Mandatory Requirements

The State has established certain requirements with respect to Proposals to be submitted by prospective Bidders. The use of "shall," "must," or "will" in this RFP indicates a requirement or condition that is mandatory. Bidders must respond to every requirement. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the response:

- Is not in substantial accord with the RFP requirements,
- Provides an advantage to one Bidder over other Bidders, or
- Has a potentially significant effect on the delivery, quantity, or quality of items bid,² amount paid to the Bidder, or cost to the State.

Material deviations cannot be waived.

2. Desirable Items

The words "should" or "may" in this RFP indicate desirable attributes or conditions, but are not mandatory.

C. PROPOSAL REQUIREMENTS AND CONDITIONS

1. General

This RFP, the evaluation of responses, and the award of any resulting contract shall be made in conformance with current competitive bidding procedures related to the procurement of information technology goods and services by the State of California. A Bidder's Final Proposal is an irrevocable offer and is valid for 180 calendar days following the scheduled date for the Contract Award as set forth in Section I.F - Key Action Dates. A Bidder may extend the offer in the event of a delay of Contract Award.

¹ For the purposes of the instructions of this RFP, all entities that have identified their intent to be a Bidder to the Department Official are called "Bidder" until such time that the Bidder withdraws or other facts indicate that the Bidder has become nonparticipating.

² The word "bid," as used throughout this document, is intended to mean "proposed," "propose," or "Proposal" as appropriate.

2. **Pre-qualifying bidders**

The State will pre-qualify up to four (4) of the highest scoring responsive bidders based on select RFP administrative requirement criteria, as described in Section V – Administrative Requirements. All bidders must meet this mandatory requirement to proceed to confidential discussions.

3. **RFP Documents**

This RFP includes the State's requirements and instructions that prescribe the format and content of Proposals that are submitted in response to the RFP. The State's contract has been identified in Appendix A–State Contract.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Department Official identified in Section I.D - Department Official, of such error in writing and request modification of the document.

Modifications will be made by addenda issued pursuant to Section II.C.5.c - Addenda. Such modifications shall be provided to all parties that have identified themselves as Bidders to the Department Official for this RFP, without divulging the source of the request. Insofar as practicable, the State will give such notices to other interested parties.

If this RFP contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall propose at its own risk. If the Bidder fails to notify the State of the error prior to the date specified for submission of Proposals, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. **Confidential Discussions for Pre-Qualified Bidders**

The SOS shall enter into confidential discussions with pre-qualified bidders to ensure that the pre-qualified bidders understand the SOS's needs and are able to submit a responsive draft and final proposal. These sessions will provide an early opportunity for bidirectional feedback between the SOS and the vendor community. These sessions shall further serve to identify RFP requirement problems and misunderstandings. The Bidders are required to take full advantage of this opportunity to gain vital project insight that will support their project proposal planning efforts. These sessions shall jointly benefit the State and bidders by decreasing the risk of misunderstandings between the SOS and Contractor as development progresses under the resulting contract.

Following the selection of pre-qualified bidders as outlined in Section V – Administrative Requirements, the selected bidders will be required (in separate forums) to participate with State staff in these interactive confidential discussions to review, evaluate, and identify the functional and technical requirements as well as review the deliverable requirements in Attachment 1 – Statement of Work, Exhibit 2. The State shall conduct these collaborative confidential discussions with only those Bidders that met the pre-qualification requirements and procedures in Section V.

During these sessions, the State will facilitate the review of Section VI – Project Manager, Business, and Technical Requirements and Attachment 1 – Statement of Work, Exhibit 2, and will request feedback from bidders to ensure a common and complete understanding of the [VoteCal/VoteCal System](#) requirements, and State and Contractor responsibilities for the project deliverables in order to maximize the State's ability to obtain the best value solution. THE FEEDBACK RECEIVED FROM BIDDERS DURING THESE SESSIONS MAY RESULT IN REQUIREMENTS CHANGES TO THE RFP. All changes to requirements will be in accordance with Section II.C.5.c - Addenda. Oral statements made by parties during these confidential discussions shall not be binding.

a. Rules and Expectations for Confidential Discussions

All selected pre-qualified bidders will be expected to participate in all sessions and provide feedback to the SOS regarding each requirement's uniqueness, normalization, consistency, boundaries, ambiguity, validity, measurability, testability, and feasibility to ensure the requirement represents a clear, concise well-formed statement of the fundamental business and/or technical need. Bidders MUST NOT attempt to steer the SOS towards a particular implementation approach.

Feedback from bidders shall be provided in a manner that is solution independent. Feedback must be focused on establishing a clear understanding of the VoteCal system requirements in terms of the business needs the system shall support.

The SOS anticipates that confidential discussions will be held in daily half-day/four (4) hour sessions for approximately seven (7) weeks to ensure that all can be adequately reviewed. Bidders must ensure that the confidential discussions are attended by the Bidder's staff proposed in accordance with Section V – Bidder Pre-Qualification. Bidder staff replacement will be permitted in accordance with the "Staffing Changes" provisions of Attachment 1 – Statement of Work. It is the State's expectation that Bidder staff participating in the confidential discussions would continue in the same role during the implementation contract. Each Bidder shall have no more than six (6) personnel in attendance at any one confidential discussion to ensure effective and productive communication.

In addition to the Bidder's proposed staff, the Bidder shall appoint one individual to be the main point of contact for the Bidder's team for the duration of the confidential discussions.

b. Confidential discussions Location and Equipment

All requirement confidential discussions will be conducted at the SOS headquarters in Sacramento, CA between the hours of 8:00AM and 5:00PM PST/PDT on State workdays.

The SOS will facilitate discussions for all confidential discussions and document critical feedback as needed. The SOS will provide bidders the necessary confidential discussion documents related to the session's topic of discussion.

The SOS will attempt to provide power receptacles for bidder staff to use in powering personal computing equipment.

The SOS will NOT be providing Internet access to bidder staff in any form. However, the SOS will make every attempt to schedule confidential discussions in conference rooms that have cellular reception so that bidders may use their own cellular modems for Internet access.

5. Examination of the Work

The Bidder should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in this RFP or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantity of the work, and the conditions that affect the performance of the work. Specific conditions to be examined are listed in Section V - Administrative Requirements, Section VI - Project Management, Business, and Technical Requirements, and Attachment 1 Exhibit 2 – Statement of Work.

a. Questions Regarding the RFP

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive proposal process may request clarification by submitting written questions, in an email or envelope clearly marked "Questions Relating to RFP SOS 0890-46" to the Department Official listed in Section I.D - Department Official. To ensure a response prior to submission of the Proposals, questions must be received by the Department Official,

in writing, by the scheduled date(s) in the Key Action Dates paragraph specified in Section I.F - Key Action Dates. If a Bidder submits a question after the scheduled date(s) the State will attempt to answer the question but does not guarantee that the answer will be provided prior to the Proposal due date. Question and answer sets will be provided to all Bidders. The State will publish the questions as they are submitted including any background information provided with the question; however, the State at its sole discretion may paraphrase the question and background content for clarity.

Answers to questions posted directly to the DGS eProcurement website using the Question and Answer website feature will not be posted as individual answers on that website. The answers will be included in a Question and Answer set which will then be posted at the DGS eProcurement website for all bidders to view without identifying the submitters.

Request to Change the Requirements of the RFP

If the Bidder believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints on the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to this RFP by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Department Official by the date specified in Section I.F - Key Action Dates, for requesting a change in the requirements.

b. Addenda

The State may modify the RFP prior to the date fixed for Contract Award by issuing addenda. Addenda will be available to all Bidders that have identified their intent to be a Bidder to the Department Official. Addenda will be numbered consecutively. If a Bidder believes that an addendum unnecessarily restricts its ability to propose, the Bidder is allowed five (5) working days to submit a protest to the addendum according to the instructions contained in Section II.E.1 – Alternate Protests Process. If an addendum is issued after the date and time specified in Section I.F - Key Action Dates for the Last Day to Protest RFP, only those items that are in the RFP that are changed by the addendum may be protested.

c. Letter of Credit

A Letter of Credit is required for this procurement, as specified in Section V - Administrative Requirements. ~~The State reserves the right to require a Letter of Credit or other security document as specified in the RFP from the bidder in an amount not to exceed the amount of the contract.~~

d. Follow-on Contracts (PCC 10365.5)

No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract that includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant who contracts with a State agency to develop formal recommendations for the acquisition of IT products or services is precluded from contracting for any work recommended in the formal recommendations (formal recommendations include, among other things, feasibility studies).

D. BIDDING STEPS

1. General

The procurement process to be used in this acquisition is composed of at least one phase of bid development. The Final Proposal is a mandatory step for all bidders; all other steps are optional

for the State to require but mandatory for Bidders if the State requires the Draft Proposal or demonstration. **Cost submitted in any submission other than the Final Bid may preclude the Bidder from continuing in the process.**

2. **Preparation of Proposals**

Exhibit II.A - Competitive Bidding and Bid Responsiveness, located at the end of Section II, emphasizes the requirements for competitive bidding and contains examples of common causes for rejection of Proposals. Bidders are encouraged to review this exhibit. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Bidder's compliance with the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Before submitting the Proposal, the Bidder should carefully read the Proposal for errors and adherence to the RFP requirements.

3. **Bidders' Conference**

A Bidders' Conference will not be held for this procurement.

4. **Bidder's Intention to Submit a Proposal**

Bidders who want to participate in the RFP process are encouraged to submit a Letter of Intent to Bid on this procurement in order to receive bid process notifications from the State. The Bidder's Intention to Submit a Proposal should identify the Bidder's contact person for the solicitation process and the contact person's phone number, fax number, and e-mail address. The State will notify one contact person per Bidder. It shall be the Bidder's responsibility to immediately notify the Department Official listed in Section I.D, in writing, regarding any revisions to the contact information. The State offers no assurances that correspondence regarding the Proposal will be given to a Bidder who fails to notify the State, in writing, of any revisions.

To ensure they remain on the State of California's official list of participating Bidders, Bidders should return the Bidder's Intention to Submit a Proposal (Exhibit I.A) to the Department Official listed in Section I.D - Department Official. If the Letter is not submitted by the date specified in Section I.F - Key Action Dates or the Bidder does not participate in a bid step, the State may drop the Bidder from the participating Bidder list. The Bidder should attach to the Bidder's Intention to Submit a Proposal (Exhibit I.A) and a completed Confidentiality Statement (Exhibit V.1.).

5. **Draft Proposals**

The State will require draft proposals. A cover letter (which shall be considered an integral part of the submission) shall be submitted as part of the Draft Proposal by an individual(s) who is authorized to bind the bidding firm contractually. The signature block must indicate the title(s) or position(s) that the individual(s) holds in the firm. The cover letter submitted with the Draft Proposal need not contain the signature(s).

The State will require and review each Draft Proposal received in the Key Action Dates specified in Section I.F. A Draft Proposal may not be fully reviewed if the State determines that it is so defective that issues cannot be corrected prior to the Final Proposal due date, or if the Bidder has placed conditions in the Draft Proposal that are unacceptable to the State. Bidders submitting Draft Proposals that are reviewed will be notified of areas that may not be fully compliant with the requirements of the RFP. Draft Proposals received late may be reviewed if the Department Official believes there is enough time and resources to do so.

The process of notifying the Bidder of defects in the Draft Proposal is intended to minimize the risk that the Final Proposal will be deemed non-compliant with the RFP; however, **the State will not provide any assurance that all defects have been detected and that such notification will not preclude rejection of the Final Proposal if such defects are later found.**

6. **Draft Proposal Confidential Discussions**

Draft proposals will be the basis for second round of confidential discussions. The State will conduct Confidential Discussions with Bidders submitting Draft Proposals. The State may discuss areas of the Bidder's Draft Proposal or demonstration that may not be fully compliant with the requirements of the RFP. As stated above, addenda to the RFP may result from the Confidential Discussions.

Oral statements made by any party during Confidential Discussions shall not be binding.

7. **Final Proposals**

a. Submission of Final Proposal

Proposals must be complete in all respects as required by Section VIII - Proposal Format. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal shall be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements.

The Final Proposal must contain all costs required by Section VII - Cost Tables and Section VIII - Proposal Format. Cost data, including any electronic copies (as identified in Section VIII - Proposal Format) must be submitted under separate, sealed cover. If the cost data are not submitted under separate sealed cover, the Proposal may be rejected.

Section II.D.7 - Final Proposals describes specific guidelines applicable to the submission of the Final Proposal to the RFP. If the Final Proposals are declared to be Draft Proposals as described in Section II.D.7.i - Flawed Final Proposals, then all guidelines described in these sections are also applicable to subsequent Final Proposals.

b. Bidder's Costs

Costs for developing any Proposals are entirely the responsibility of the Bidder and shall not be chargeable to the State.

c. Proposal Responsiveness

Exhibit II-A - Competitive Bidding and Bid Responsiveness emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of Proposals. Bidders are encouraged to review this exhibit.

d. False or Misleading Statements

Proposals that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the Bidder may be rejected. If, in the sole opinion of the State, such information was intended to mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the Proposal.

e. Proposal Signature

A cover letter (which shall be considered an integral part of the Final Proposal) and Standard Agreement Std. 213 shall be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. **An unsigned Final Proposal shall be rejected.**

f. Delivery of Proposals

The Final Proposal must be submitted no later than the date and time specified in the Key Action Dates in Section I.F. If mailed or delivered, Proposals must be received by the Department of General Services on, or before, the specified date and time. Proposals must be mailed or delivered to the Department of General Services Department Official listed in Section I.D. - Department Official. If mailed, it is suggested that the Bidder use certified or registered mail with "return receipt requested" as delivery of Proposals is done at the Bidder's own risk of untimely delivery, lost mail, etc. E-mailed or faxed proposals are not acceptable.

Proposals must be received in the number of copies stated in Section VIII - Proposal Format. One (1) copy must be clearly marked "Master Copy." All copies of Proposals must be under sealed cover, which is to be plainly marked "FINAL PROPOSAL for RFP SOS 0890-46." **Final Proposals not received by the date and time in the Key Action Dates specified in Section I.F shall be rejected.**

As required in Section VIII - Proposal Format, all cost data must be submitted under separate, sealed cover and clearly marked COST DATA for RFP SOS 0890-46. If cost data is not submitted separately and sealed, the Proposal may be rejected. Proposals that are submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the Proposal, the Proposal may be rejected. However, if not rejected, the Master Copy will be the basis for resolving discrepancies.

g. Withdrawal and Resubmission/Modification of Proposals

A Bidder may withdraw its Final Proposal at any time prior to the Proposal submission date and time specified in Section I.F - Key Action Dates by submitting a written notification of withdrawal signed by the Bidder authorized in accordance with Section II.D.7.e - Proposal Signature. The Bidder may, thereafter, submit a new or modified Proposal prior to the Proposal submission date and time specified in the Key Action Dates in Section I.F. Modification to the Proposal that are offered in any other manner, oral or written will not be considered. **Final Proposals cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Section II.D.8.c - Errors in the Final Proposal.**

e. Flawed Final Proposals

The State's sole discretion it may declare all Final Proposals to be Draft Proposals in the event that the State Evaluation Team determines that Final Proposals from all Bidders contain material deviations. Bidder may not protest the State Evaluation Team's determination that all Proposals have material deviations. If all Proposals are declared noncompliant, and the State decides to continue with the procurement, the State will issue an addendum to the RFP and confidential discussions will be held with Bidders who are interested in submitting a Final Proposal. Each Bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform to the requirements of the original RFP, and as amended by any subsequent addenda. The new Final Proposals will be evaluated as required by Section IX – Evaluation and Selection.

f. Confidentiality

Final Proposals are public upon opening; however, the contents of all Final Proposals, including correspondence, agenda, memoranda, or any other medium that discloses any aspect of a Bidder's Final Proposal shall be held in the strictest confidence by the State until the Notice of Intent to Award has been issued.

Bidders should be aware that marking any portion of a Draft or Final Proposal as "confidential," "proprietary," or "trade secret" may exclude it from evaluation or consideration for award. Such markings in a Proposal will not keep that document, after

Notice of Intent to Award, from being released as part of the public record, unless a court of competent jurisdiction has ordered the State not to release the document.

Any disclosure of State confidential information by the Bidder is a basis for rejecting the Bidder's Proposal and ruling the Bidder ineligible to further participate. Maintaining the confidentiality of information that is designated as confidential by the State is paramount: it cannot be over emphasized.

g. Sealed Cost Openings

Final Proposals will not have their sealed cost envelopes opened until the State has evaluated and scored the technical and administrative submission. Cost Proposals will only be opened for responsive Proposals from responsible Bidders. On the date of the cost opening, the State will post a summary of the points awarded to each Bidder. This summary will be provided to all the Bidders and the public in attendance at the cost opening as well as persons who request the summary.

8. **Rejection of Proposals**

The State may reject any or all Proposals and may waive any immaterial deviation or defect in a Proposal. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications, if awarded the contract.

a. General

Final Proposals will be evaluated according to the procedures contained in Section IX - Evaluation and Selection.

b. Evaluation Questions

During the Proposal Evaluation process, the State may require a Bidder to answer specific questions and provide clarifications in writing.

c. Errors in the Final Proposal

An error in the Final Proposal may cause the rejection of that Proposal; however, the State, in its sole discretion, may retain the Proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

The State, in its sole discretion, may correct obvious clerical errors. The State, in its sole discretion, may correct discrepancies and arithmetic errors on the basis that, if intent is not clearly established by the complete Proposal submittal, the Master Copy shall have priority over additional copies; the Master Copy narrative shall have priority over the cost sheets. If necessary, the extensions and summary will be recomputed from the lowest level of detail, even if the lowest level of detail is obviously misstated. The total cost of unit-price items will be the multiplication of the unit price times the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total cost by the quantity of the item.

If a Bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the Proposal, or in its sole discretion, recompute such costs based on instructions contained in the RFP.

The State may, at its sole option, correct errors of omission and, in the following three situations the State will take the indicated actions if the Bidder's intent (as determined by the State) is not clearly established by the complete Proposal submittal:

1. If an item is described in the narrative and omitted from the cost data provided in the Proposal for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost.
2. If an item is not mentioned at all in the Proposal, the Proposal will be interpreted to mean that the Bidder does not intend to supply that item.
3. If an item is omitted, and the omission is not discovered until after contract award, the Bidder shall be required to supply that item at no cost.

It is absolutely essential that Bidders carefully review the cost elements in their Final Proposals.

In the event that an ambiguity or discrepancy between the general requirements described in Section IV - Proposed System and Business Processes, and the specific functional and non-functional requirements set forth in Section VI - Project Management, Business and Technical Requirements, is detected after the opening of Proposals, Section VI - Project Management, Business and Technical Requirements, and the Bidder's response thereto, shall have priority over Section IV - Proposed System and Business Processes, and the Bidder's response thereto.

9. Contract Award

Award of contract, if made, will be in accordance with Section IX - Evaluation and Selection, to a responsible Bidder whose Final Proposal complies with the requirements of the RFP and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within 180 calendar days after the scheduled date for the Contract Award as set forth in Section I.F - Key Action Dates. If a protest is received, the Award, if made, may be made concurrently with protest resolution process. Please see Section II.E, Alternative Protest Process.

The State reserves the right to modify or cancel, in whole or in part, its RFP prior to Contract Award.

10. Debriefing

A debriefing will be held after Contract Award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The confidential debriefing will be based primarily on the technical and cost evaluations of the Bidder's Final Proposal. A debriefing is not the forum at which to challenge the RFP specifications or requirements.

E. OTHER INFORMATION

1. Requirement Protest

Requirement protest for key action number nine in Section I.F. shall be submitted according to the procedure below.

Protest regarding any issue other than selection of the successful Bidder are "requirements protest: and will be heard and resolved by the Deputy Director of the Department of General Services, Procurement Division, whose decision will be final. Before a requirements protest is submitted the bidder must fully and timely use of the procedures described in Section II.5.a Question Regarding the IFB, to resolve any outstanding issue(s) between the Bidder and the State. This procurement procedure is designed to give the Bidder and the State adequate

opportunity to submit questions and discuss the requirements, proposal and counter proposals before the Final Proposal is due. The protest procedure is made available in the event that a Bidder cannot reach a fair agreement with the State after exhausting these procedures.

All protest to the RFP requirements must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the respective time and date in the Key Action Dates in Section I.F for such protests. Requirements protest must be mailed or delivered to:

Street Address:
Deputy Director
707 West Third Street
West Sacramento, CA 95605

Mailing Address:
Deputy Director
P.O. Box 989052
Sacramento, CA 95798-9052

2. **Alternative Protest Process**

By submitting a bid, Bidder agrees to the Alternative Protest Process outlined below.

IMPORTANT NOTICE TO BIDDERS

RFP-#0890-046

This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.). By submitting a bid proposal to this solicitation, the Bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5. The link to the regulations is:

<http://www.dgs.ca.gov/oah/GeneralJurisdiction/BidProtestRegs.aspx>

During the protest period, any participating Bidder may protest the proposed award on the following grounds:

1. For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting Bidder's bid should have been selected; or
2. For any other acquisition – that the protesting Bidder's bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A Notice of Intent to Award for this solicitation will be publicly posted in the Procurement Division reception area and sent via facsimile to any Bidder who made a written request for notice and provided a facsimile number. Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator
Dispute Resolution Unit
Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Voice: (916) 375-4587 Fax: (916) 375-4611

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the 3rd working day following public posting. Failure to submit a timely, written Notice of Intent to Protest waives Bidder's right to file a protest. Within seven (7) working days after the last day to

submit a Notice of Intent to Protest, the Coordinator must receive from the protesting Bidder, the complete protest filing to include the detailed written statement of protest, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the Bidder's right to protest.

Protest bond requirement: Bond amount for this Alternative Protest Process Project shall be 10 percent of the Bidder's estimated contract value as submitted per Bidder's Section VII, Cost Table VII.1 Cost Worksheet. See California Code of Regulations, Title 1, Section 1418.

3. **Disposition of Proposals and Bids**

All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the State's option and at the Bidder's expense. At a minimum, the Master Copy of the Final Bid shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Section I, F Key Action Dates. However, materials the State considers confidential information (such as confidential financial information submitted to show Bidder responsibility) will be returned upon request of the Bidder.

4. **Contacts for Information**

Bidders may contact the Department Contact listed in Section I.D for visits to the physical installation for purposes of familiarization and evaluation of the current processes. Visits shall be made by appointment only, during normal business hours, and will be limited to the Department Contact listed in Section I. Visits shall be permitted to the extent that they do not unduly interfere with the conduct of State business.

Oral communications of department officers and employees concerning this RFP shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this RFP.

5. **News Releases**

News releases or any publications relating to a contract resulting from this RFP shall not be made without **prior written approval** of the Department Official listed in Section I.D - Department Official.

EXHIBIT II.A - COMPETITIVE BIDDING AND BID RESPONSIVENESS

Competitive bidding is not defined in any single statute but is conducted based upon a compendium of numerous court decisions. From such court decisions, the following rules have evolved, among others:

1. The RFP must provide a basis for full and fair competitive bidding among Bidders on a common standard, free of restrictions that would tend to stifle competition.
2. The State may modify the RFP, prior to the date fixed for Contract Award, by issuance of an addendum to all parties who are Bidders.
3. To be considered a valid Proposal, the Proposal must respond and conform to the invitation, including all the documents that are incorporated therein. A Proposal that does not literally comply may be rejected.
4. In order for a bid to be rejected for a deviation, the deviation must be deemed to be of a material nature.
5. State agencies have the express or implied right to reject any and all Proposals in the best interests of the State. Proposals cannot, however, be selectively rejected without cause.
6. Proposals cannot be changed after the time designated for receipt and opening thereof. No negotiation as to the scope of the work, amount to be paid, or contractual terms is permitted. However, this does not preclude the State from clarifying the Bidder's intent by asking questions and considering the answers.
7. A competitive Proposal, once opened, is in the nature of an irrevocable option and a contract right of which the public agency cannot be deprived without its consent, unless the requirements for rescission are present. All Proposals become public documents.
8. Proposals cannot be accepted "in part," unless the invitation specifically permits such an award.
9. Contracts entered into through the competitive bidding process cannot later be amended, unless the RFP includes a provision, to be incorporated in the contract awarded, providing for such amendment.

Since competitive procurement became the required method for securing certain IT goods or services, the State has received a number of proposals that were deemed to be non-responsive to the requirements of a Request for Proposals (RFP) or that could not be considered valid proposals within the competitive bidding procedures. Non-responsive proposals or proposals that contain qualification statements or conditions must be rejected. Many of the causes for rejection arise from either an incomplete understanding of the competitive bidding process or administrative oversight on the part of the Bidders. The following examples are illustrative of additional common causes for rejection of proposals. These examples are listed solely to assist potential Bidders in submission of responsive proposals, and should not be considered an exhaustive list of all potential reasons for rejection.

1. A proposal stated, "The prices stated within are for your information only and are subject to change."
2. A proposal stated, "This proposal shall expire ninety (90) days from this date unless extended in writing by the _____ Company." (In this instance award was scheduled to be approximately 90 days after the proposal submittal date.)
3. A proposal for lease of IT equipment contained lease plans of a duration shorter than that requested in the RFP.
4. A personal services contract stated, "_____, in its judgment, believes that the schedules set by the State are extremely optimistic and probably unobtainable. Nevertheless, _____ will exercise its best efforts..."
5. A proposal stated, "This proposal is not intended to be of a contractual nature."

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6. A proposal contained the notation “prices are subject to change without notice.”
 7. A proposal was received for the purchase of IT equipment with unacceptable modifications to the Purchase Contract.
 8. A proposal for lease of IT equipment contained lease plans of a duration longer than that which had been requested in the RFP with no provision for earlier termination of the contract.
 9. A proposal for lease of IT equipment stated, “...this proposal is preliminary only and the order, when issued, shall constitute the only legally binding commitment of the parties.”
 10. A proposal was delivered to the wrong office.
 11. A proposal was delivered after the date and time specified in the RFP.
 12. An RFP required the delivery of a performance bond covering 50 percent of the proposed contract amount. The proposal offered a performance bond to cover “x” dollars, which was less than the required 50 percent of the proposed contract amount.
 13. A proposal appeared to meet the contract goal for DVBE participation with the dollars submitted, but the bidder had miscalculated the proposal costs. When these corrections were made by the State, the bidder’s price had increased and the dollars committed for DVBE participation no longer met the goal.

California Code of Regulations, Title 1, Division 2.

Chapter 5. Procedures for Conducting Protests Under the Alternative Protest Process

Article 1. General Provisions

§1400. Purpose; Scope of Chapter.

Protests under the Alternative Protest Pilot Project (AB 1159, Chapter 762 of 1997 Statutes, Public Contract Code Division 2, Part 2, Chapter 3.6 (sections 12125-12130)) shall be resolved by arbitration as defined and established by this chapter.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New chapter 5 (articles 1-3), article 1 (sections 1400-1404) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1402. Definitions.

- (a) Arbitration, as used in this chapter, means a dispute resolution procedure in which the Department of General Services, Office of Administrative Hearings provides a neutral third party who decides the merits of a protest and issues a binding decision to the Parties.
- (b) Awardee includes Proposed Awardee and means the person or entity that was a successful bidder to a Solicitation and has been, or is intended to be, awarded the contract.
- (c) Close of Business, as used in this chapter, means 5p.m. Pacific Standard Time (PST) or Pacific Daylight Time (PDT), as applicable.
- (d) Contracting Department means either Procurement or the department which has applied and been approved by the Department of General Services to conduct the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130.).
- (e) Coordinator means the person designated as the Alternative Protest Pilot Project Coordinator by the Department of General Services, Procurement Division, to coordinate all aspects of the Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130).
- (f) Estimated Contract Value means the value of Protestant's bid.
- (g) Frivolous means a protest with any or all of the following characteristics:
 - (1) It is wholly without merit.
 - (2) It is insufficient on its face.
 - (3) The Protestant has not submitted a rational argument based upon the evidence or law which supports the protest.
 - (4) The protest is based on grounds other than those specified in section 1410.
- (h) Major Information Technology Acquisition means the purchase of goods or services, or both, by a state agency, through contract, from non-governmental sources, that has

significant mission criticality, risk, impact, complexity, or value attributes or characteristics. Pursuant to subdivision (e) of Section 11702 of the Government Code, these purchases shall include, but not be limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications that include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interactions between people and machines.

- (i) OAH means the Department of General Services, Office of Administrative Hearings.
- (j) Party means the Procurement Division of the Department of General Services, the Contracting Department, the Awardee, and Protestant(s).
- (k) Procurement means the Procurement Division of the Department of General Services.
- (l) Protestant means a person or entity that was an unsuccessful bidder to a Solicitation under the Alternative Protest Pilot Project (Public Contract Code sections 12125-12130) and that protests the award.
- (m) Small Business means a Certified California Small Business, pursuant to Government Code Division 3, Part 5.5, Chapter 6.5 (commencing with section 14835) and Title 2, California Code of Regulations, section 1896.
- (n) Solicitation means the document that describes the goods or services to be purchased, details the contract terms and conditions under which the goods or services are to be purchased, and establishes the method of evaluation and selection.
- (o) Solicitation File means the Solicitation and the documents used by the Contracting Department in the Solicitation process, including documents used to evaluate bidders and select a Proposed Awardee. The Solicitation File shall remain available to the public except information that is confidential or proprietary.

Authority cited: Section 12126, Public Contract Code. Reference: Section 11702, Government Code; and Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1404. Notice of Intent to Award Contract.

The Contracting Department shall post a Notice of Intent to Award Contract in a public place specified in the Solicitation, send rejection facsimiles to rejected bidders, and send Notice of Intent to Award Contract facsimiles to any bidder who made a written request for notice and provided a facsimile number. The Contracting Department shall indicate that the Solicitation File is available for inspection. The Contracting Department has the discretion to award a contract immediately, upon approval by the Director of the Department of General Services and, if the Solicitation was for a Major Information Technology Acquisition, the Director of the Department of Information Technology.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 2. Protest Procedure

§1406. Notice of Intent to Protest; Service List.

- (a) An unsuccessful bidder who intends to protest the awarded contract pursuant to this chapter must inform the Coordinator. The Notice of Intent to Protest must be in writing and must reach the Coordinator within the number of days specified in the Solicitation, which shall be not less than 1 working day and not more than 5 working days after the posting of the Notice of Intent to Award Contract, as specified in the Solicitation. Failure to give written notice by Close of Business on that day shall waive the right to protest.
- (b) On the day after the final day to submit a Notice of Intent to Protest, the Coordinator shall make a service list consisting of those bidders who did submit a Notice of Intent to Protest, the Awardee, and the Contracting Department. The Coordinator shall include addresses and facsimile numbers on this list and shall forward this service list to those bidders who submitted a Notice of Intent to Protest.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New article 2 (sections 1406-1418) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1408. Filing a Protest.

- (a) A protest is filed by the submission of: the Detailed Written Statement of Protest and any exhibits specified in section 1412; a check or money order made payable to the Office of Administrative Hearings for the OAH filing fee of \$50; and the arbitration deposit as specified in subsection (c) or (d) to the Coordinator by the Close of Business on the 7th working day after the time specified in the Solicitation for written Notice of Intent to Protest under section 1406. A copy of the Detailed Written Statement of Protest and exhibits must also be served on all Parties named in the service list as specified in section 1406. A Protester who fails to comply with this subsection waives Protester's right to protest.
- (b) Protester(s) must provide a FAX (facsimile) number. Notification by facsimile is sufficient for service. If the Detailed Written Statement of Protest is sent to the Coordinator by facsimile, Protester must:
 - (1) Verify that the pages sent were all received by the Coordinator; and
 - (2) Remit the required deposit and filing fee to Coordinator by any reasonable means. If sending via carrier, the postmark date or equivalent shall be used to determine timeliness.
- (c) Each Protester not certified as a Small Business shall make a deposit of the estimated arbitration costs, by check or money order made payable to the Office of Administrative Hearings, as determined by the Estimated Contract Value.

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- (1) For contracts up to \$100,000.00, the deposit shall be \$1500.00.
 - (2) For contracts of \$100,000.00 up to \$250,000.00, the deposit shall be \$3,000.00.
 - (3) For contracts of \$250,000.00 up to \$500,000.00, the deposit shall be \$5,000.00.
 - (4) For contracts of \$500,000.00 and above, the deposit shall be \$7,000.00.
 - (5) Failure to remit a timely required deposit waives the right of protest.
 - (6) Any refund to Protestant(s) shall be made per section 1436.
- (d) Each Protestant certified as a Small Business shall submit a copy of the Small Business Certification in lieu of the deposit specified in subsection (c). If Protestant is a Small Business and the protest is denied by the arbitrator, the Contracting Department shall collect the costs of the arbitration from Protestant. If Protestant does not remit the costs due, the Contracting Department may offset any unpaid arbitration costs from other contracts with Protestant and/or may declare Protestant to be a non-responsible bidder on subsequent solicitations.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1410. Grounds for Protest.

- (a) The Public Contract Code, at section 12126(d) provides: Authority to protest under this chapter shall be limited to participating bidders.
- (1) Grounds for Major Information Technology Acquisition protests shall be limited to violations of the Solicitation procedures and that the Protestant should have been selected.
 - (2) Any other acquisition protest filed pursuant to this chapter shall be based on the ground that the bid or proposal should have been selected in accordance with selection criteria in the Solicitation document.
- (b) The burden of proof for protests filed under this chapter is preponderance of the evidence, and Protestant(s) must bear this burden.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1412. Detailed Written Statement of Protest.

- (a) The Detailed Written Statement of Protest must include the grounds upon which the protest is made, as specified in 1410(a).
- (b) The Detailed Written Statement of Protest shall contain reasons why Protestant should have been awarded the contract.
- (1) For Major Information Technology Acquisition protests, the Detailed Written Statement of Protest must specify each and every Solicitation procedure which was violated and the manner of such violation by specific references to the parts of the

Solicitation attached as exhibits and why, but for that violation, Protestant would have been selected.

- (2) For other acquisition protests, the Detailed Written Statement of Protest must specify each and every selection criterion on which Protestant bases the protest by specific references to the parts of the Solicitation attached as exhibits.
- (3) For all protests, Protestant must specify each and every reason that all other bidders who may be in line for the contract award should not be awarded the contract.
- (c) The Detailed Written Statement of Protest must be limited to 50 typewritten or computer generated pages, excluding exhibits, at a font of no less than 12 point or pica (10 characters per inch), on 8 1/2 inch by 11-inch paper of customary weight and quality. The color of the type shall be blue-black or black. In addition to a paper copy, the arbitrator may request that a Protestant submit such information on computer compatible diskette or by other electronic means if the Protestant has the ability to do so.
- (d) Any exhibits submitted shall be paginated and the pertinent text highlighted or referred to in the Detailed Written Statement of Protest referenced by page number, section and/or paragraph and line number, as appropriate.
- (e) The Detailed Written Statement of Protest shall not be amended.
- (f) Protestant(s) may not raise issues in hearing which were not addressed in the Detailed Written Statement of Protest.
- (g) A Protestant who fails to comply with this subsection waives Protestant's right to protest.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1414. Review by Coordinator.

- (a) Within 2 working days after receipt of the Detailed Written Statement of Protest, the Coordinator shall notify the Contracting Department and the Awardee of a potential protest hearing.
- (b) The Coordinator shall review the Detailed Written Statement of Protest within 5 working days after receipt to preliminarily determine if the protest is Frivolous and notify Protestant of the option to withdraw or proceed in arbitration.
 - (1) If Protestant withdraws the protest within 2 working days after the notification by the Coordinator of a preliminary determination of Frivolousness, the Coordinator shall withdraw the preliminary finding of Frivolousness and refund Protestant's deposit and filing fee.
 - (2) If the Protestant previously filed two protests under the Alternative Protest Pilot Project preliminarily determined Frivolous by the Coordinator but then withdrew or waived them before the arbitration decision, the Coordinator shall make final the preliminary determination of Frivolousness for the Department of General Services.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1416. Review and Response by Contracting Department and Awardee.

- (a) The Awardee shall have 7 working days after notification by the Coordinator to submit to the Coordinator and Protestant a response to the Detailed Written Statement of Protest.
- (b) The Contracting Department, in conjunction with the Coordinator, shall have 7 days after the filing of the Detailed Written Statement of Protest to send a response to Protestant and Awardee.
- (c) Responses shall follow the standards set forth in section 1412(c) and (d).

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1418. Bond Requirement.

- (a) If the Coordinator has determined that a protest is Frivolous and the Protestant does not withdraw the protest, the Protestant shall be required to post a bond in an amount not less than 10% of the Estimated Contract Value.
- (b) The percentage of the bond shall be determined by the Contracting Department and specified in the Solicitation.
- (c) Protestant shall post the bond, pursuant to Chapter 2 (commencing with section 995.010) of Title 14 of Part 2 of the Code of Civil Procedure, within 15 working days of the filing of the Detailed Written Statement of Protest or shall be deemed to have waived the right to protest.
 - (1) If the arbitrator determines that the protest is Frivolous, the bond shall be forfeited to Procurement and the Coordinator will impose Sanctions.
 - (2) If the arbitrator determines that the protest is not Frivolous, the bond will be returned to the Protestant and no Sanctions imposed.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 995.010 et. seq., Code of Civil Procedure; and Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

Article 3. Arbitration Procedure

§1420. Arbitration Process.

Within 19 calendar days after the Notice of Intent to Award has been posted, the Coordinator shall consolidate all remaining protests under the Solicitation, and send to OAH:

- (a) a copy of all Detailed Written Statements of Protest;
- (b) OAH filing fees;
- (c) arbitration deposits, and/or notice that any Protestant is a Small Business;
- (d) Awardee responses;
- (e) Coordinator/Contracting Department responses;
- (f) the Solicitation File; and
- (g) notice to OAH whether interpreter services will be needed for any Protestant or Awardee. OAH shall arrange interpreter services which shall be paid by the Contracting Department.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New article 3 (sections 1420-1440) and section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1422. Selection of Arbitrator.

- (a) Within 2 working days after receipt of the protest from the Coordinator, OAH shall furnish the names of ten arbitrators to Protestant(s), the Awardee, and the Coordinator. The arbitrator list shall include administrative law judges who are employees of OAH and contract private arbitrators who are not employees of the State of California. Protestant(s), the Awardee, and the Coordinator may each strike two of the ten names and notify OAH within 2 working days. Protestant(s) may also indicate if they prefer a contract arbitrator or an OAH administrative law judge. OAH may then select as arbitrator any name not stricken and shall notify Protestant(s), the Awardee, and the Coordinator within 2 working days. If all names are stricken, the Director of OAH shall appoint an arbitrator.
- (b) A proposed arbitrator shall be disqualified on any of the grounds specified in Section 170.1 of the Code of Civil Procedure for the disqualification of a judge.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1424. Authority of Arbitrator.

- (a) Arbitrators are authorized to

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- (1) Administer oaths and affirmations;
 - (2) Make rulings and orders as are necessary to the fair, impartial, and efficient conduct of the hearing; and
 - (3) Order additional deposits from Protestant(s) to cover additional estimated costs. If OAH does not receive the required deposit(s) in the time specified, the right to protest will be deemed waived.
- (b) The arbitrator shall have exclusive discretion to determine whether oral testimony will be permitted, the number of witnesses, if any, and the amount of time allocated to witnesses.
- (c) It shall be in the arbitrator's exclusive discretion to determine whether to
- (1) Conduct a prehearing conference; and/or
 - (2) Permit cross-examination and, if so, to what extent; and/or
 - (3) Review documents alone for all or part of the protest.
- (d) It shall be in the arbitrator's exclusive discretion to determine whether additional responses and rebuttals are to be submitted, and the timelines and page limits to be applied.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1426. Decision Based in Whole or in Part on Documents Alone.

Any Party may request that the arbitrator base the arbitrator's decision on documents alone. It shall be the arbitrator's exclusive discretion to do so.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1428. Prehearing Conference.

- (a) If the arbitrator determines that a prehearing conference is necessary, OAH shall set the time and place and notify Protestant(s), the Awardee, and Procurement at least 5 working days prior to the prehearing conference.
- (b) The prehearing conference shall be held to identify and define issues in dispute and expedite the arbitration. The parties should be prepared to discuss, and the arbitrator may consider and rule on, any of the following matters applicable to the protest:
 - (1) Clarification of factual and legal issues in dispute as set forth in the Detailed Written Statement of Protest.
 - (2) The extent to which testimony shall be permitted and the extent to which cross-examination will be allowed.
 - (3) Identity of and limitations on number of witnesses, need for interpreters, scheduling and order of witnesses, etc.
 - (4) Any other matters as shall promote the orderly and efficient conduct of the hearing.

- (c) At the prehearing conference, Protestant(s), the Awardee, and Procurement shall deliver a written statement which contains the name of each witness a party wishes to call at hearing along with a brief written statement of the subject matter of the witness's expected testimony. If the arbitrator, in his or her exclusive discretion, allows an expert witness to be called, the party calling the witness shall provide the name and address of the expert along with a brief statement of the opinion the expert is expected to give. The party shall also attach a statement of qualifications for the expert witness.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1430. Scheduling the Hearing.

The arbitrator shall schedule the date, time, and place of hearing and notify all Parties.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1432. Discovery.

The arbitrator has exclusive discretion to issue subpoenas and/or subpoena duces tecum. There shall be no right to take depositions, issue interrogatories, or subpoena persons or documents.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1434. Attendance at Hearings.

The Arbitration hearings shall be open to the public unless the arbitrator, in his or her exclusive discretion, determines that the attendance of individuals or groups of individuals would disrupt or delay the orderly conduct or timely completion of the proceedings.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1436. Arbitrator's Decision.

- (a) The final decision shall be in writing and signed by the arbitrator. It shall include a Statement of the Factual and Legal Basis for the decision, addressing the issues raised

in the Detailed Written Statement(s) of Protest, and shall include an order upholding or denying the protest(s). The arbitrator's order shall not award a contract.

- (b) A copy of the decision shall be sent by regular mail to Procurement, the Contracting Department, the Awardee, and Protestant(s) within 45 calendar days after the filing of the first Detailed Written Statement of Protest. In the arbitrator's exclusive discretion, this timeline may be extended for an additional 15 calendar days. The arbitrator's failure to issue a decision within the time specified by this section shall not be a ground for vacating the decision.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1437. Costs.

- (a) For protests not determined Frivolous by Procurement:
- (1) If the arbitrator denies the protest, Protestant(s) will be liable for all costs of the arbitration.
 - (2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.
- (b) If Procurement determined that the protest was Frivolous and the arbitrator affirms that the protest is Frivolous, the bond shall be forfeited to Procurement, the protest will be denied, and Protestant(s) will be liable for all costs of the arbitration.
- (c) If Procurement determined that the protest was Frivolous and the arbitrator determines that the protest is not Frivolous, any bond(s) posted by Protestant(s) shall be returned.
- (1) If the arbitrator denies the protest, Protestant(s) shall be liable for half of the costs of the arbitration. The Contracting Department shall pay the remaining half of the arbitration costs.
 - (2) If the arbitrator upholds the protest, the Contracting Department shall pay for all costs of the arbitration and Protestant(s) will be refunded the deposit by OAH.
- (d) A Protestant who withdraws his or her protest before the arbitrator's decision has been issued will remain liable for all arbitration costs up to the time of withdrawal. These costs include, but are not limited to, the arbitrator's time in preparation, prehearing conferences, and hearing the protest. If Procurement deemed the protest Frivolous, any bond posted shall be forfeited to Procurement.
- (e) Except as provided in (f), if any costs are determined to be payable by Protestant(s), that amount shall be subtracted from deposit(s) of Protestant(s) as ordered by the arbitrator. Any additional costs shall be billed to Protestant(s) and any refunds shall be sent to Protestant(s) by OAH.
- (f) If a Protestant is a Small Business, then the Contracting Department shall pay OAH all arbitration costs and collect the amount due from Protestant.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

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1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1438. Judicial Review.

The grounds for judicial review shall be as set forth in Chapter 4 of Title 9 of Part III of the Code of Civil Procedure (commencing with section 1285).

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

§1440. Transcripts.

- (a) A party desiring a transcript of the proceedings shall contact the OAH Transcript Clerk to make arrangements to pay for preparation of the transcript. Prior to preparation of the transcript, a deposit equal to the estimated cost of the transcript shall be paid. Preparation of the transcript will be arranged by the OAH Transcript Clerk. The deposit shall be applied to the actual cost and any excess shall be returned to the party that submitted the request. Any balance due shall be paid by the party or a representative on behalf of the party requesting the transcript before the transcript is released to the requesting party.
- (b) Unless a record of a proceeding or any portion thereof was sealed, any person may request a transcript or a recording of the proceeding. If a record of a proceeding or any portion thereof was sealed, only parties to the proceeding may request a transcript of the sealed portions, and the sealed portions shall not be disclosed to anyone except in accordance with the order sealing the proceeding or subsequent order.

Authority cited: Section 12126, Public Contract Code. Reference: Sections 12125-12130, Public Contract Code.

1. New section filed 8-18-98; operative 8-18-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 34).

SECTION IV - PROPOSED SYSTEM AND BUSINESS PROCESSES

A. INTRODUCTION

Traditionally, this section of the RFP document includes a description of the proposed VoteCal ~~system~~System. The State has chosen not to describe the type of system to be proposed, but instead has elected to provide a description of the business processes (and associated activities) and business requirements that the system will support. Each Bidder should review the business processes and develop its own system solution to satisfy the stated business processes and requirements.

The business functional requirements are documented in Section VI - Project Management, Business, and Technical Requirements, while the business processes are defined in this section as the Business Model. The Bidder's proposed solution will support all of the processes described in this Business Model and meet the business requirements contained in Section VI – Project Management, Business, and Technical Requirements. Considerations should also be given to the information provided in Section III – Current Systems and Opportunities, when developing a proposed solution.

B. VOTECAL PROJECT SCOPE

At minimum, the State requires a voter registration database that is fully compliant with all applicable federal and state laws and regulations. The Secretary of State (SOS) will not limit proposals to a particular architecture, nor to specific component products, except to the extent that the capabilities and limitations of certain architectures or products affect the ability to meet the legal requirements.

However, it is critically important that government maintain complete and transparent control over the election process, including voter registration. As set forth in Attachment 1 (Statement of Work), SOS will require that it obtain possession, at the close of Phase VII – First Year Operations and Close-out, SOS obtains: possession of full and permanent rights to own, use, maintain, create derivative works from and modify all VoteCal System Application software-Software; used in the delivered system and, licensing for any third-party, except and commercially or publicly available platform software included within the VoteCal System-operating system, database management, and utility components.

The major factors driving the Help America Vote Act of 2002 (HAVA) compliance solution are the specific compliance requirements, as understood by the State of California. In particular, the requirements for a uniform and centralized database to serve as the official list preclude solutions where information in county systems was simply exported to a central database subsequent to data entry. Likewise, the desire to minimize disruption to county business processes discounts an approach that requires initially replacing all existing county election management systems (EMS).

The VoteCal ~~system~~System will incorporate three major functional components as described in the Table IV.1 below:

Table IV.1 – Major Functional Components of Proposed Solution~~the VoteCal System~~

Component	Description
1	<u>Central</u> VoteCal System
2	Interfaces to External State Agencies
3	<u>Integration of</u> VoteCal <u>Integration and with</u> County <u>EMS Systems</u> <u>EMS</u>

- **Central VoteCal System** — ~~A new~~ This functional component represents the primary voter registration- and database-related functionality and processing that will operate centrally at the state and which ~~VoteCal System (database and applications)~~ will be implemented to serve as the single, official statewide database of voter registration information. Additions or changes to voter registration (VR) records will be captured as they are entered by county election workers. ~~Theis~~ VoteCal database application functional component will ~~possess functionality for~~ include assigning unique identifiers, detecting duplicate VR records and detecting other types of validation errors. ~~Theis database component~~ will ~~also have include~~ a user interface ~~for to enable~~ SOS staff to configure and manage the ~~application~~ VoteCal System. The central VoteCal database System functional component will be architected and implemented for security appropriate to the sensitivity and privacy of the data. The VoteCal System's database will provide complete logging and auditing capabilities, so that all changes to database content are recorded and traceable to the user or function that made the change.
- **Interfaces to External State Agencies** – ~~The~~ This functional component of the VoteCal database System will ~~be includes connected interfaces~~ to external state State organizations, including the California Department of Motor Vehicles (DMV), the California Department of Public Health (CDPH), the California Department of Corrections and Rehabilitation (CDCR), and the Employment Development Department (EDD) for National Change of Address (NCOA) for voter registration identification and list maintenance purposes. These ~~interfaces~~ will be on-line or batch interfaces depending on the business function. ~~The SOS has previously established a~~ DMV (and through the DMV, the Social Security Administration [SSA]) interface for identification verification ~~has been implemented~~ using XML/SOAP; SOS expects the SI vendor to use the existing DMV interface.

The SOS has previously established the CDPH, CDCR, DMV, National Voter Registration Act (NVRA), and NCOA interfaces ~~have been implemented to input receive~~ batch files provided by the se external agencies. These existing interfaces may be replaced with interactive solutions if the ~~contractor Contractor~~ assumes responsibility for all required changes at the SOS as well as the external agency both sides of the interface.
- **Modification to Existing VoteCal Integration with County EMS or VR Systems** – ~~After the~~ VoteCal System is implemented, ~~County county~~ workers will continue to perform most routine data entry and update functions for the processing of voter registration. The existing EMSs will either be remediated or replaced to ensure that county users interact directly with VoteCal for all additions and updates to VR information. ~~Updates to~~ VR information may make use of the remediated screens in the county systems, but record updates will be applied directly to the VoteCal database. This will create an information flow wherein any change (i.e., add, change, or deletion) to VR information will be applied directly to the VoteCal System's database.

Downstream systems (e.g., EMS) will obtain VR information from the VoteCal system System as the exclusive source. County systems that require VR information to be stored locally to operate will be remediated to ensure that all VR information is derived from the VoteCal System. The functional component of the VoteCal System related to integration with the remediated/replaced EMS' in counties includes delivering updated VR and related information to the county EMS' and receiving all VR updates made via county EMS' and applying those to the VoteCal System's database.

Integration of VoteCal and County Systems — Middleware or other suitable technology may be used to facilitate connectivity between EMSs and VoteCal and to support distribution over a wide area network.

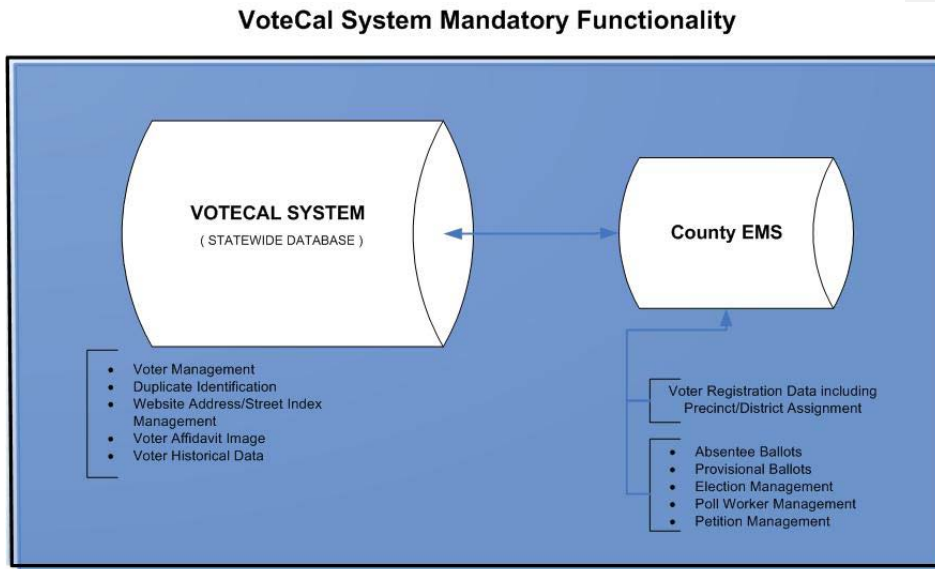
Figure IV.1 illustrates the SOS VoteCal System Scope. The complete system will be designed and implemented to ensure a high level of availability, and the ability to handle anticipated workloads during periods of peak system usage. It is intended that the future business process will be largely similar to the current business processes. County users will need to adapt business processes to use

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common data definitions and code tables established by the State for VR information. County business processes will also be adapted to deal with exceptions that result from changes to VR information that are initiated within the VoteCal database (e.g., assignment of unique number, detection of ineligible voter).

Business processes at the SOS will also be largely similar to existing processes, but will need to be adapted to accommodate the new VoteCal System and database as well as additional data and business process analysis and oversight. The State will also need to support the new integration technologies introduced as a result of this project.

Figure IV.1 – Diagram of VoteCal Project Mandatory Functions



C. VOTECAL PROJECT GOALS AND OBJECTIVES

The target goals and objectives for the project's business solution are to ensure that the State's business needs are met and that the HAVA statutory and operational responsibilities and requirements are achieved. To enhance the State's HAVA compliance, the solution must include the following characteristics:

- Serve as the single system for storing and managing the official list of registered voters throughout the State;
- Contain the name and registration information of every legally registered voter in the State;
- Contain a unique identifier for each legally registered voter in the State;
- Coordinate with other agency databases within the State (DMV, CDPH, EDD, and CDCR);
- Allow any election official in the State, including any local election official, immediate electronic access to information in the statewide voter registration system;
- All voter registration information obtained by any local election official in the State will be electronically stored in the VoteCal System on an expedited basis at the time the information is input by the local official;
- The chief State election official will provide such support as may be required so that local election officials are able to enter information expeditiously; and
- Serve as the source for the official voter registration list for the conduct of all elections for federal office in the State conducted under the California Elections Code.

The new VoteCal ~~system~~ System will enable California to comply with HAVA general system requirements. In addition, vendors will be required to modify their EMS and county elections officials

will modify their business processes in order to support this new system and comply with federal HAVA mandates.

The new VoteCal ~~system~~System will require immediate update of voter registration data in the central system as it is entered in by the counties, which will improve the currency of data in the single database. List maintenance activities will be standardized to improve data accuracy as well. As new voter registration information is entered into the State system, the system will automatically detect duplicate voters and allow staff to update existing records and combine duplicate records as appropriate, reducing the percentage of duplicate/inaccurate records and preserving a voter's historical record in the database as a voter moves from county to county.

The new VoteCal system will automate the duplicate check function, using the unique identifier assigned every voter to detect duplicate records within the database whenever new data is entered. This functionality will standardize the reduction of duplicate records from the system and improve data integrity.

D. BUSINESS BENEFITS

SOS has identified Strategic Benefits that can potentially be achieved through implementation of the VoteCal ~~solution~~Solution. They are:

- Reduce statewide costs for system support;
- Provide flexibility to implement legal and business improvements; and
- Improve timeliness, accuracy, and availability of data for statewide use.

The new business solution will provide the business process as discussed in this section as well as meet the technical and business requirements in Section VI – Project Management, Business and Technical Requirements. All of the processes, functions, and requirements are mandatory.

RFP Section III.B contains a complete description of the business processes and functions that the proposed solution will address. Additionally, the proposed solution will meet all of the HAVA requirements. (Refer to the Bidder's Library for a complete list of HAVA requirements.) In summary, the VoteCal ~~solution~~Solution will:

- Implement a Single, Uniform, Official, Centralized, Interactive, Computerized List — HAVA Section 303(a)(1)(A) requires that the State (through SOS) implement a computerized statewide voter registration list that is: single, uniform, official, centralized, interactive, defined, maintained and administered at the State level, and contains the name and registration information of every legally registered voter in the State.
- Provide for Data Accuracy and Timeliness — HAVA Sections 303(a)(2)(A) and 303(a)(4) requires the system to include provisions to ensure voter registration records are accurate and updated regularly. List maintenance shall be performed by "the appropriate State or local election official," in accordance with NVRA provisions.
- Facilitate Removing of Ineligible Voters from the List — HAVA Sections 303(a)(4)(A) and 303(a)(2)(A)(ii) require reasonable effort be made to remove ineligible voters from the voter registration list. For removing ineligible voters from the list, the State shall coordinate with DMV for address changes, CDPH for death notification and CDCR for felony status.
- Eliminate Duplicate Records and Ensure Data Integrity — HAVA Section 303(a)(2)(B) requires list maintenance will be conducted in a manner that insures all legally registered voters are in the computerized list; only voters not legally registered or not eligible to vote are removed from the list; and duplicate names are eliminated from the list. In addition, HAVA Section 303(a)(4) requires the State to employ safeguards to ensure legally qualified voters are not removed in error. List maintenance activities are to be conducted in accordance with HAVA provisions.

- Assign a Unique Identifier — HAVA Sections 303(a)(5)(A)(i) through (iii) require all new (and renewing) registrants to provide their driver's license number (DL#). If they have no DL#, they will provide the last four digits of their SSN (SSN4). If they have neither DL# nor SSN, the system will assign them a unique identifier to use as a voter registration ID number. No registration is valid unless/until the State verifies or assigns these ID numbers.

E. PROPOSED VOTECAL SYSTEM FUNCTIONALITY AND CONSTRAINTS

The new SOS VoteCal Statewide Voter Registration System vision for process and functionality is described in this section.

1. Summary

The SOS is interested in meeting the HAVA Voter Registration Database (VRDB) requirement with an approach that features a functional centralized voter registration system in a hybrid environment. Counties will participate using a modified version of their current EMS. As this is a solution-based procurement, the SOS requires proposals to achieve business outcomes rather than meet technical specifications. However, the SOS will indicate when it prefers conformance to certain technical standards, protocols and architectures that it believes will help the system to work with other State environments. The Final Proposals will be evaluated to provide the best overall value to the State in meeting statutory and policy requirements. ~~or will reduce the lifecycle cost-of-ownership~~
~~—The Final Proposals will be evaluated to provide the best overall value to the State in meeting statutory and policy requirements.~~

2. County Systems

HAVA requires that SOS establish and maintain a single, statewide automated voter registration list. However, most voter registration activities are and will remain the responsibility of county elections offices. The counties currently maintain independent voter registration databases that are usually part of more comprehensive EMSs. In addition to voter registration, these systems provide functions that are inherently local, such as managing and verifying the eligibility of polling place workers. Moreover, these EMSs vary in functionality, complexity and overall robustness as the county voting populations vary from less than one thousand to several million.

Since January 2006, SOS has achieved interim compliance with the HAVA voter registration requirement using a central database that accepts periodic uploads of data from each county system.

SOS will require that the interface between the new centralized database and the EMSs be extended beyond the current interim system by requiring the new VoteCal System to upload new data such as voter registration card (VRC) images. Furthermore, the system must synchronize updates on an individual-record basis so that updates are not completed until a positive response has been received from the central database specifying the unique identification number (UID) to be used for the new registration. Any potential duplicate records for the same voter in the VoteCal System must be identified for resolution as part of the process.

3. EMS Support

The VoteCal System's central database ~~system~~ will provide support for data transfer and synchronization so that all records in the central database are fully standardized. The system will accept individual record add, delete and update transactions from each EMS, and provide near-real-time response to the EMS that the record was either accepted and loaded to the database, rejected for failure to meet data standards or verification requirements, or accepted with the requirement that the county address certain deficiencies in the record.

Any fatal or informational deficiencies found in the transactions will be clearly indicated to the county in the response sent to the EMS. Additionally, the system will be able to apply voter registration changes that do not originate within the county, such as re-registrations in another county or registration through the DMV Motor Voter program, and notify the EMS of such changes for automatic update in the EMS or for county review and confirmation as appropriate, based on the confidence of the source transaction.

Wherever counties are required to interact with the VoteCal System to process notifications or lists or to input data, the VoteCal System must provide a workstation browser-based interface, as well as develop an XML-based application programming interface (API) for integration with the EMS so that the same function can be performed by users within the local EMS application. The browser-based user interface directly to the VoteCal System will be implemented in a manner to automatically ensure that users are always using the most current approved version of software code.

The VoteCal System will be used to generate all polling place rosters and supplemental rosters, and must be able to provide that information in formats suitable for either local print by the counties or for use in electronic poll books. The VoteCal System will accept and apply to voter registration voting participation histories relevant data received from the EMSs after each statewide or federal election.

The EMSs will be required to upload VRC and signature images with each registration record added or updated, in the format in which they are currently stored at the county; the system will convert those images as necessary.

The EMSs will create and store, and will upload at least monthly to the State, an audit file that records when each record was created, modified or deleted, the change made to the record, and the specific user or program, date and time of each change to any voter registration record.

Currently, three (3) different EMS products are in use by the 58 counties; however, over 98% of the State's registered voters reside in counties supported by an EMS from either DIMS or DFM. The System Integration (Bidder) contractor will be required to develop a standard interface for communication with the EMS systems and to develop or modify all relevant data standards and specifications for use with the new central database. Counties will be required to acquire and maintain an EMS that is compliant with these standards and specifications. The State system interface to counties will be implemented as a published, open XML-based format. The Bidder will not be responsible for the compliance of the EMSs, but will be responsible for ensuring that its system and interfaces conform to the published specifications and documentation accepted by SOS and for reasonable acceptance testing of the interface with the county staffs and EMS contractors.

4. VoteCal System Processing and Functionality

(a) Unique Identifier (UID)

The VoteCal System will assign a UID for each new registered voter, and verify and assign a corrected UID for each re-registered voter if the existing UID does not comply with specified rules. The UID will normally be the California Driver's License number or the California Identification Card number, known collectively as the DL/ID. Under specified circumstances, the UID may be instead derived from name, date of birth (DOB), SSN4 and address information.

Before either a DL/ID or SSN4 may be used in the UID, those numbers will be checked against the DMV and/or the SSA ID validation system. This is an existing system, providing a real-time interactive interface based upon XML. All business rules for matching against the

DMV and SSA records are implemented in the DMV/SSA validation system. The VoteCal System will generate a properly formatted query to the DMV/SSA validation system for each new or updated voter registration. The VoteCal System will accept and appropriately assign the UID based upon the response from DMV/SSA, which will indicate whether a voter-provided or found DL/ID or voter-provided SSN4 is to be used in the UID or that the VoteCal System must generate a UID if neither the CDL/ID nor SSN4 is available.

The algorithm for generation of a UID that is not based on the DL/ID will be such that the registered voter can be identified as the same person when the voter re-registers, without requiring that the voter knows or provides that UID. The SOS will concur in the function of this algorithm before implementation begins.

Only one valid voter registration record may be assigned any UID. When, during registration update or when a new registration appears to require the assignment of an existing UID to a new voter registration record, the VoteCal System will recognize only one such record as valid, and will provide appropriate notifications to help SOS ensure that all such duplicates are resolved in a timely manner.

(b) Voter Identity Matching

The VoteCal System will receive identification information from a variety of sources, including new or updated voter registrations processed by counties from received VRCs, DMV address updates, EDD NCOA files, CDPH death notifications, county Office of Vital Statistics death notices, local court conviction records, and CDCR felon files. Each of these sources will contain different combinations of voter identification information (e.g., name, address, date of birth, DL/ID, gender, SSN4) and each source will vary in the reliability of the information.

The VoteCal System will provide a highly accurate method of determining when the person described by the external information source matches an existing registered voter. The VoteCal System will also provide the ability to identify existing voter registration records that may be for the same person even though they have been assigned different UIDs.

SOS is interested in Bidder proposals for addressing this functionality, but anticipates that the process may operate in the following manner:

- o For each data value (e.g., first name, date of birth, address), SOS administrators will have the ability to specify one or more matching criteria; e.g., first four characters match, all characters match exactly, all characters match exactly with one pair of characters transposed, etc.
- o SOS will assign a confidence level to groups of matching criteria (e.g., first name, last name and date of birth). SOS will then assign a threshold confidence level required for automatic and manual match processing for each identity matching function, (e.g., searching for existing registration records when processing a new VRC, matching death notices against existing registration records; and searching for potential duplicate registrations within the system). Matches that meet the automatic confidence threshold will be processed without further operator action (although a method will be provided to review and reverse such automatic actions). Matches that do not meet the automatic threshold but meet the manual threshold will be presented to the appropriate authorized county user for evaluation before application or rejection.

(c) County Registration Processing

When a new voter registration or re-registration is processed by the county, the record will be sent to the VoteCal System. The registration record will be sent as an interactive transaction record from an EMS.

For all registration processing, required notifications and confirmations sent to counties will support electronic messages to EMSs.

The VoteCal System will provide the ability to compare information from a new registration to existing records, and present a list, in order of match confidence, so that the authorized county user may accept an existing record for update, or may choose to add a new record. The unique ID will be verified with DMV/SSA before either updating or adding a record. If an existing record is selected for update that causes the registration county to change, the prior county will be notified to either cancel the record, or reject the update so that the new county creates a new registration instead.

Prior to sending any confirmation of new or updated registration, the VoteCal System will attempt to match the new registration data to records in the cumulative ineligible felon and deceased files. If a record match meeting the automatic match threshold is found, the record will be cancelled in VoteCal System and notice sent to the new county and prior county, if any, that the registration is cancelled. Both counties will have the ability to review and request reversal of cancellation, and SOS administrators will have the ability to review such requests. If a record match meeting the manual match threshold is found, notice will be sent to the new and prior county, if any, to review the record and either confirm or reject the match. If confirmed, the record(s) will be cancelled; if rejected, the new and existing records will be processed as if no match had been found. Any rejected match will be noted on the record to prevent the same match from being automatically applied again.

The VoteCal System will support receipt of new or updated registrations from DMV in either a file or interactive format. Processing will proceed as above, with all notifications sent to the appropriate counties and not to DMV.

(d) Confidential Records

The system will provide secure support for confidential voter records under various statutes, where portions of the voter's record, such as address and telephone number are confidential. SOS requires that confidentiality be implemented so that programs and users may access confidential data only with specific authority and with explicit direction. It is not acceptable to implement record confidentiality solely by applying a confidentiality attribute to the record; users and programs that are developed incorrectly or in ignorance of the confidentiality of a record should not be able to access or report confidential data.

(e) External Interfaces

The SOS requires that all custom interfaces be open and implemented using XML and Service Oriented Architecture principles, unless the interface partner (e.g., DMV, CDPH, CDCR and EDD) is unable to support XML.

The interface to the DMV for CDL verification, and through DMV to the SSA for SSN4 verification, has already been developed and implemented using XML. DMV requires that only a single, SOS source use this interface. SOS currently provides, and the Bidder will replace, a service to accept verification transactions from the EMSs and to route those transactions to DMV and correctly process the responses. This service will be implemented using secured communications with the EMS. The service will also maintain detailed logs of each verification attempted and the result received, with the ability to search and view specific transaction records.

CDCR currently provides a monthly file of persons who have become ineligible to vote because they are incarcerated or paroled felons, and of those persons who have regained their eligibility at the completion of their sentence. The VoteCal System will accept and apply this information to create a cumulative file of all currently ineligible felons.

CDPH currently provides a periodic electronic list of California residents who have died since the last report. The VoteCal System will accept and accumulate this information for processing, so that a cumulative deceased file is maintained in VoteCal.

The 58 local county offices of vital records provide lists of California residents who have died since the last report. The VoteCal System will accept and accumulate this information for processing, so that a cumulative deceased file is maintained in VoteCal based both on the county and state death records.

The system will include a service to compare the mailing addresses of registered voters to USPS NCOA data received from EDD. All registered voters will be checked against NCOA updates at least once each month. Depending on the confidence level established by the SOS for such matching, the system will automatically apply the match and notify the appropriate county, or shall generate a notice to the county of the potential match for review and resolution by county officials.

The central database system will also provide a mechanism for State administrators to monitor and follow-up on any unresolved felon, death and NCOA transactions sent to the counties for review and resolution.

(f) The VoteCal System List Maintenance

The VoteCal System will provide the ability for SOS administrators to initiate a process to compare new or all records in the cumulative felon file or cumulative deceased file against all existing voter registration records. The VoteCal System will automatically cancel, and send notice to the county when the automatic match threshold has been met. The VoteCal System will send a list of registrations in each county that meet the manual match threshold to the county so that the county may view the match and match confidence level. The county will have the ability to process the list so that each match is either accepted or rejected. If a match is accepted, the voter will status will be changed in the VoteCal System and notice sent to the county; if the match is rejected, the record will be updated ~~in-in the~~ VoteCal System so that the match can be bypassed in future checks.

The VoteCal System will provide the ability to search for duplicate voter registration records within the VoteCal-system's database. The process will allow the SOS administrator to trigger the process, set the match threshold for that process, and select whether to include or exclude records with validated UIDs. ~~-,~~ The VoteCal System will send a list of registrations in each county that meet the match threshold to the county with the earlier registration date for each match so that the county may view the match and match confidence level. The county will have the ability to process the list so that each match is either accepted or rejected. If a match is accepted, the records will be merged into the record with the latest registration date (although if the record with the earlier registration data contains voting activity after the later registration date, the match will be suspended and both counties' EMSs notified).

(g) Department of Motor Vehicles

The VoteCal System will be designed to accept voter registration data from DMV using an XML service-point-based interface. This interface may be designed by the Bidder, but will include all voter registration data as entered on a standard VRC card, plus a TIFF image of the VRC and a digitized signature. The system will attempt to match registration data against existing voter registration records and to attempt to apply such registration changes based on the general established business rules for processing new registrations and re-registration. Based on SOS established confidence levels for such matching, the system shall either automatically apply such registration transactions and send notices to the appropriate counties of the registration update, or the system shall send notice of the potential registration transaction for county review and resolution.

(h) Public Website

The VoteCal System will provide a public website that allows voters to register online, verify the status of their voter registration, including political party affiliation and whether they are a permanent vote-by-mail voter. The system will be configured to establish a secure session with the user, request identifying information, and to report the registration status and county for that voter. The system will not respond with any private or identifying information.

The public website shall be designed for full accessibility, and will comply at minimum with W3C Level 2 and relevant Americans with Disabilities Act (ADA) guidelines, as well as VRA language requirements.

(i) Images

SOS requires that the system be able to capture, search, and retrieve VRCs via a standard web browser interface. The system shall store online for immediate retrieval all such VRC images. The Bidder will import, converting as necessary, all existing VRC images at all counties.

Counties will upload the VRC image for all VRCs received on an on-going basis after system implementation.

5. VoteCal Implementation Services and Technical and Support Considerations

(a) Continuity of Operations (COOP)/ Availability

The SOS requires that the complete system, including all services provided to counties through the secure delivery of application and system data to the county demarcation, be designed to be available to county and state staff for periods of time as specified in the requirements.

(b) Security

Data will be encrypted whenever stored in non-volatile memory and whenever in transit over network links or through facilities not contracted directly to SOS. Direct user access to the system will require single sign on authentication.

All access will be controlled so that users and administrators are assigned roles, and that the roles are associated with the rights and access privileges necessary for that role, with sufficient granularity that no user is assigned rights that the user does not need.

All backup copies of data, including images, will be encrypted. SOS requires that backups be taken to spinning hard disk storage, and not to media intended to be portable.

All server components will be configured to the minimum level necessary for their function, with all unnecessary programs and services removed. All servers will otherwise be hardened to industry best practices, and delivered with procedures for server hardening after system upgrade or replacement.

(c) Usability

The voter registration system will be able to support periods of very high workload as during the close of registration before a major election. During those periods, many counties rely on temporary workers or workers redirected from other tasks.

(d) Implementation and Training

SOS prefers that pilot testing of the system be conducted with selected counties throughout a complete, live election. However, full implementation of the system must be completed by the

contracted implementation date and thus if pilot cannot occur during a live election to meet the implementation date, then Bidder does not have to propose that in schedule.

SOS intends all SOS users (e.g., program staff, IT support staff, help desk staff) to be trained and provided all necessary materials for use and support of the VoteCal System for initial operation. The Contractor will provide training to SOS on the revised business rules and processes invoked by the VoteCal System. Additionally, the Bidder will train key SOS staff to provide ongoing user training during implementation and post system implementation. (It is assumed that the EMS vendors will also provide appropriate training to their county users on the actual modifications they make to their systems to bring those systems into compliance with the VoteCal System.)

Support documentation will be provided to SOS staff to provide help desk and remote technical support to county users on an ongoing basis.

(e) Maintenance and Operations

SOS intends that the completed system ultimately be operated and maintained by State personnel. All hardware, VoteCal System Application Software and all Platform and Third-Party software licenses are to be the property of the State upon acceptance at the end of Phase VII – First Year Operations and Close-out without the need for the state to buy new licenses, provided SOS has not exceeded its license capacity.

The initial one year of maintenance and operation will commence upon acceptance of the completed system – not at the time of pilot. The Bidder may not be awarded a contract for further maintenance and operations of the system unless all required documentation has been updated and delivered.

(f) Ongoing Software Support

Upon the conclusion of the initial one-year warranty, the SOS, at its option, may choose to contract with the Bidder for five (5) years of ongoing maintenance of the application software to include correction of software defects, as well as necessary modifications to accommodate updates to the code to accommodate version upgrades to Platform and third-party products included as part of the bid.

(g) Data Center

SOS intends to place primary server equipment at the SOS facility. If the current facility is insufficient (e.g., power, air conditioning supply), the Bidder must include those upgrades in its bid. (Please see Bidder's library for current facility description.)

(h) VoteCal System Application Software Code Ownership and Source Code Disclosure

Because of the importance and sensitivity of the voter registration process, SOS requires that it obtain full ownership, use, access, and modification rights to all application-VoteCal System Application software-Software provided in response to this bid.

(i) Hardware and ~~Third-Party Software~~ Ownership

SOS will own all hardware as set forth in Attachment 1 – Exhibit 2, Tasks and Deliverables and software licenses provided for this system without having to purchase new licenses when the system is turned over to SOS at acceptance. The Bidder will identify in its proposal all hardware and software components required for the system. The Bidder will be responsible for providing all hardware support to the level of service required in the contract and attached statement of work.

(j) Software Licenses

At the end of Phase VII – First Year Operations and Closeout, the Contractor SOS will obtain transfer all software licenses provided for this system, including third-party and Platform software but excluding the VoteCal System Application Software, provided for this system without SOS having to purchase new licenses, re-purchase any current licenses, or

pay any transfer fees, when the system at the end of Phase VII – First Year Operations and Closeout is turned over to SOS at the end of Phase VII – First Year Operations and Closeout. The Bidder will identify in its proposal all software components required for the system.

(f)(k) Third-Party Software Currency and Maintenance

The operating system, database, security, networking, backup, scheduling, utility and other third-party proprietary software proposed for this system must be fully supported by the manufacturer at the time it is delivered and accepted. "Fully supported" means that no end of life has been announced for the product, and the manufacturer will openly market maintenance and support services for the product without restriction.

(k)(l) Network Environment

SOS currently intends to use a private network for connectivity between the server facilities and the counties. However, all network traffic will be encrypted so that Internet facilities may be used at some point in the future.

(f)(m) Backup/Recovery

SOS currently backs up production data and software to a dedicated disk library device located at its headquarters, with a duplicate copy on an identical disk library located at OTech. SOS uses enterprise backup software for this purpose. SOS uses the local copy for recovery from routine data or program corruption, and for recovery from system failures. The remote copy would be used to recover following an SOS headquarters disaster.

It is the intent of the SOS to avoid the use of removable, portable media such as tape cartridges or DVD-ROM for data backup because of the risk of loss of data containing sensitive and private information, the costs of maintaining the media, the performance of backup/restore operations, and the reliability of the physical systems.

All data and software will be backed up using a combination of periodic full and daily incremental copies so that no system event can result in the loss of more than a single day's work. The remote disaster backup facility may be combined with the COOP/OR capability described above. All data and software will be backed up using a combination of periodic full and daily incremental copies so that no system event can result in the loss of more than a single day's work. The remote disaster backup facility may be combined with the COOP/OR capability described above.

The proposal will identify all network requirements, and will include all components necessary to connect all new systems to standard Ethernet LANs. SOS will obtain and provide any additional wide-area network (WAN) facilities required.

(m)(n) Archiving/Purging

The VoteCal System will include a mechanism to purge and archive selected registration records so that they are removed from the voter registration list, but so that the removed records may still be viewed and, if necessary, restored to the system.

(n)(o) Audit Logs

Every action that changes the contents of the database in any way will be logged so that the date/time, unique user and program function that made the modification can be identified. Audit logs will be maintained in perpetuity, so a mechanism will be provided to periodically purge the audit log and archive the purged logs to offline storage.

(o)(p) Access Control

All access to the system, for either administrators or end users, will be controlled by user ID and strong password authentication. Access control for users in the central environment shall be through a lightweight directory access protocol (LDAP) compatible directory.

6. County Support

Existing voter registration data in the EMSs will be formatted as required by the EMS vendors for the VoteCal System integration, and then uploaded into the system during the initial integration and deployment of the VoteCal System. After initial integration, all further registration updates (including adds and deletes) will occur on an individual transaction basis.

Further, counties will be required to upload the audit records from their EMS for all changes to the registration data that occurred within that system on an ongoing basis. If necessary, EMS systems will be required to enhance their audit functionality so that every change to every voter registration record, including when the change occurred, the exact change made, and the person or EMS component that made the change, is captured in that audit record. The VoteCal System will provide a mechanism to consolidate, store, review, archive and purge these audit files.

7. Public Voter Registration Data Requests

Certain users, such as political parties and campaigns, researchers and journalists are authorized by statute to obtain lists of registered voters. The VoteCal system-System will produce voter registration data extracts in fulfillment of those requests.

In order to allow SOS to enforce the restrictions on use of voter registration data, the VoteCal System will include the ability to “salt” each data extract with unique, fictitious registration records, and to record which identifying data is in each data extract for use by SOS investigation staff.

SECTION V - ADMINISTRATIVE REQUIREMENTS

In addition to meeting all Requirements in Section VI of this RFP, Bidders must meet and adhere to all mandatory administrative requirements included in this RFP to be deemed responsive. These requirements include meeting the Key Action Dates specified in Section I – Introduction and Overview of Requirements; the rules as specified in Section II - Rules Governing Competition; the format instructions as specified in Section VIII – Proposal Format; completion of appropriate cost information as specified in Section VII – Cost Proposal; and the administrative requirements detailed in this section. Administrative Requirements must be acknowledged and accepted in the Cover Letter. Requirements that require a response from the Bidder in the Draft Proposal and Final Proposal include specific instructions within the requirement and are identified as “(Mandatory)”. The Bidder must include all required documentation in their response. Some of these same requirements must be submitted in the pre-qualification process. Please see Section V.B. – Bidder Pre-qualification for specific direction.

Each formal Bidder submission (Pre-Qualification Package, Draft Proposal, and Final Proposal) must include responses to all of the mandatory requirements specified for that submission, even if the response to a requirement has not changed since its prior submission. For example, Bidders must respond to administrative requirement A11 in the Pre-qualification Package, the Draft Proposal and the Final Proposal. Bidder response to this requirement must demonstrate that staff proposed to fill specific project roles possess the requisite skills and experience (see later in this section for more information on administrative requirement A11). Bidder response to this requirement includes submitting completed Exhibit V.6 - Staffing Experience Matrix and Exhibit V.7 – Staff Resume for each staff proposed to fill the six (6) Key Team Roles. In response to administrative requirement A11, a Bidder will first submit these exhibits in their Pre-qualification Package. If the Bidder is pre-qualified, then these responses to administrative requirement A11 will be submitted again later in the Draft Proposal and Final Proposal.

All requirements within Section V that include Contractor responsibilities will be incorporated into the resulting Contract.

The contract terms and conditions to be awarded are included in this solicitation document in its final form, and any alteration by a Bidder may result in rejection of its proposal.

A. GENERAL ADMINISTRATIVE REQUIREMENTS

1. Request for Additional Information Notice

If during the evaluation process the State is unable to assure itself of the Bidder's ability to perform under the Contract if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's ability to perform. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If such information is required, the Bidder will be so notified and will be permitted five (5) working days to submit the information. Failure to provide the requested information within five (5) working days may be cause for rejection of the proposal.

If the information submitted by the Bidder, or available from other sources, is insufficient to satisfy the State as to the Bidder's ability to perform, the State may ask for additional information or reject the proposal. The State's determination of the Bidder's ability to perform, for the purpose of this RFP, shall be final.

2. Prime Contractor Responsibility

A Bidder submitting a proposal that results in the award of a contract will be considered the prime Contractor ("Contractor"). The Contractor accepts full responsibility for coordinating and controlling all aspects of the contract, including support or activities to be performed by any sub-contractors. The Contractor will be the sole point of contact with the SOS relative to contract performance.

If this performance involves the use of one or more products that are proprietary to another firm, the prime Contractor must hold the third-party license agreements until completion of Phase VII – First Year Operations and Closeout.

If any proposal includes equipment or services provided by other firms, the prime Contractor will be considered as Contractor for the delivery and operation of the entire solution.

The Contractor will be responsible for compliance with all requirements under the contract, even if requirements are delegated to subcontractors.

3. Contractor Representation

The Contractor and all subcontractors shall not in any way represent themselves in the name of the SOS or the State of California without prior written approval.

4. Notice to Subcontractors (If applicable)

Upon award to a Contractor, notice shall be given by DGS to the certified DVBE/Small Business subcontractors listed in Exhibit V.2 - Subcontractor List, of their participation in the contract. Notification to the subcontractor(s) by the Contractor is encouraged immediately after award of a contract.

5. Contractor Owned Software

If the contractor proposes their own software, all required licenses shall transfer to the State at conclusion of Phase VII - First Year Operations and Closeout pursuant to the terms of this contract.

6. Third Party Licensing

The State recognizes that the Contractor may have integrated Third-Party Software into the proposed solution. All such software must be purchased and licensed to the successful Contractor. All required licenses purchased by the Contractor shall include written acceptance by the Third-Party Software provider of the State's Information Technology Third Party COTS General Provisions dated July 15, 2008 <http://www.documents.dgs.ca.gov/pd/TAS/SICOTSSWGPs071508.pdf> as agreed to by the State and the Contractor after contract execution.

Contractor agrees to provide to the State this written acceptance and copies of the software licensing agreement(s) no later than completion of Phase VII – First Year Operations and Closeout. Upon receipt, DGS will review the documents for approval. Software licensing terms and conditions provided by the Contractor which are not in conflict with any California Law or the State's General Provisions - Third Party COTS General Provisions dated July 15, 2008 will be accepted by the State, provided however that any licensing clause, term or condition representing that the license is superior to or takes precedence over other articles, attachments, specification, provisions, contracts, terms or conditions shall be stricken and shall have no legal effect.

Contractor shall hold all licenses until completion of Phase VII – First Year Operations and Closeout. After the completion of Phase VII and approval by DGS of licenses, the licenses shall automatically pass to the State consistent with the Agreement and the State's Information

Technology Third-Party COTS General Provisions. In the event that Contractor fails to perform on the contract, Contractor shall immediately grant all software licenses to the State upon request by the State.

The State reserves the right to waive this requirement on a case-by-case basis, at the State's sole discretion, if it is in the best interest of the State.

7. Confidentiality Statement (Mandatory) – Pass/Fail

The Bidder engaging in services pertaining to this project, requiring contact with confidential State voter information, will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical and/or other confidential personal data and information relating to SOS's operations that are designated confidential by the SOS. All voter registration data must be encrypted in transit and at rest. Under no circumstances shall the Bidder sell or otherwise disclose to any unauthorized third party, or inappropriately use or publish the contents of any records.

The Bidder must submit a Confidentiality Statement (Exhibit V.1) for the firm. The completed statement may be submitted with the Intent to Bid and, if it was not, it must be submitted with the Pre-qualification Package. In addition, each of the Bidder's staff members that will participate in either set of Confidential Discussions must sign a staff confidentiality statement prior to the start of the Confidential Discussions. The Contractor will also be required, prior to starting the project, to submit a signed staff confidentiality statement from every staff member.

Requirement A1 The Bidder must provide a signed Exhibit V.1 - Confidentiality Statement for the Bidder Firm. Bidders must include the signed Confidentiality Statement in the Pre-qualification Package if it has not already been submitted. Bidder agrees to submit a signed Confidentiality Statement for every staff member prior to starting the Project.

8. General Liability Insurance Certificate (Mandatory) – Pass/Fail

The Bidder must furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Bidder of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If the policy has an aggregate limit, that limit shall apply on a "per project or location" basis. The policy shall include coverage for liability arising out of premises/operations, products/completed operations, independent Contractors, personal/advertising injury and liability assumed under an insured Contract.

The certification of insurance must include the following provisions:

- The insurer will not cancel the insured's coverage without 30 days prior written notice to the State;
- The State of California, Department of General Services, and Secretary of State, their officers, agents and employees are included as additional insured.

In addition to being required to provide a certificate of insurance meeting the specifications described above within thirty (30) days of contract signing, the Bidder must also include a statement in Pre-qualification Package, the Draft Proposal and the Final Proposal agreeing to provide the specified general liability insurance.

Requirement A2 For the Pre-qualification Package, the Draft Proposal and the Final Proposal, the Bidder will provide a statement indicating the Bidder agrees to provide the required general liability insurance. The Bidder also agrees to provide a certificate of insurance within thirty (30) days

of contract signing, and at any time the State may request stating that there is liability insurance presently in effect for the Bidder of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If the policy has an aggregate limit, that limit shall apply on a "per project or location" basis. The certification of insurance must include the following provisions:

- **The insurer will not cancel the insured's coverage without 30 days prior written notice to the State;**
- **The State of California, Department of General Services, and Secretary of State, their officers, agents and employees are included as additional insured.**

9. Workers Compensation Liability Insurance Certificate (Mandatory) – Pass/Fail

The Bidder must furnish to the State a certificate of insurance stating that there is Workers' Compensation insurance with statutory limits and employers' liability with a limit of no less than \$1,000,000 on all of its employees who will be engaged in the performance of this agreement. The policies for the contractor and all staff working on State Owned or Controlled Property must include a waiver of subrogation in favor of the State of California, Department of General Services, and Secretary of State. The certificate of insurance must include the provision that the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.

In addition to providing the certificate of insurance stating there is Worker's Compensation meeting the specifications described above within thirty (30) days of contract signing and at any time the state may request, Bidders must include a completed Exhibit V.3 in the Pre-qualification Package, the Draft Proposal, and the Final Proposal.

Requirement A3 For the Pre-qualification Package, the Draft Proposal and the Final Proposal, the Bidder will submit a completed Exhibit V.3. Bidder also agrees to provide a proof of a valid Worker's Compensation Insurance Policy within thirty (30) days of contract signing, and at any time the State may request

10. Liability/Errors & Omissions Insurance requirement, #A4, is deleted effective Addendum #2.

11. Commercial Automobile Liability Insurance requirement, #A5, is deleted effective Addendum #2.

12. Subcontractor List (Mandatory) – Pass/Fail

Each participating Bidder shall submit a completed Exhibit V.2 - Subcontractor List, for each proposed subcontractor, with the pre-qualification package and Final Proposal, OR indicate on such form that none are to be used. Subcontractor changes after contract award must be accepted in writing by the State before they occur.

Commercially Useful Function

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and required all small businesses, micro-businesses, and disabled veteran business enterprises to perform a "commercially useful function" in any contract they perform for the State.

A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of work of the contract.
- Carries out its obligations by actually performing, managing or supervising the work involved.
- Performs work that is normal for its business, service, and function.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

The Bidder must complete Section B of Exhibit V.2 by providing a written statement detailing the role, services and/or goods the small business, micro-business, and/or disabled veteran business enterprise will provide to meet the Commercially Useful Function requirement. If a small business, micro-business, or disabled veteran business enterprise is not being proposed, this written statement is not required.

Requirement A6 For the Pre-qualification Package, the Draft Proposal and the Final Proposal, each Bidder shall submit a completed Exhibit V.2 - Subcontractor List, for each proposed subcontractor with the proposal, OR indicate on such form that no subcontractors are to be used. The Commercially Useful Function section of the form must be completed if a subcontractor is being used.

13. Letter of Credit Intent (Mandatory) – Pass/Fail

The State requires the Bidder to demonstrate financial resources necessary to perform under the Contract by securing an agreement to issue a Letter of Credit valued at twenty-five percent (25%) of contract from a financial institution. Bidders are required to submit with the Pre-qualification package, the Draft Proposal and the Final Proposal, a signed letter on official letterhead from a financial institution stating that the financial institution intends to issue the Bidder the required Letter of Credit. The Secretary of State, State of California, must be identified as beneficiary. The letter must also state the financial institution issuing the Letter of Credit is insured by the Federal Deposit Insurance Corporation and is licensed to do business in the State of California.

When the Letter of Credit is provided to the State at contract signing, the Letter of Credit must further provide for honor of a draft on demand for payment presented with the State's written statement, signed by the Executive Officer of the Secretary of State, certifying that there has been loss, damage, or liability resulting from the Contractor's performance or nonperformance of duties and obligations under the VoteCal Contract, or from the negligence or act of omission by the Contractor or its agents, servants, and employees and that the amount of the demand or draft is, therefore, now payable.

The awarded Contractor is required to provide the State with a Letter of Credit that is acceptable to the State when the contract is signed by the vendor.

Requirement A7 For the Pre-qualification Package, the Draft Proposal and the Final Proposal, Bidder must submit a letter on letterhead from an FDIC-insured financial institution that it intends to issue a Letter of Credit to Bidder in the amount of 25% of the contract value. All cost information should be redacted from this letter.

14. Bidder Feedback Process

The primary vehicle for bidder feedback will be through informal bidirectional discussions between the SOS and selected pre-qualified bidders during the confidential discussions.

Any feedback submitted by a bidder will first be evaluated to determine if the initial intent of the requirement(s) is maintained. If there is no change in requirement intent, and the SOS agrees that the feedback further clarifies the requirement, the requirement may be modified based on bidder feedback. If it is determined that the bidder's feedback suggests a change to the initial intent of the requirement(s), the SOS will review the feedback to determine if incorporating the feedback would be in the best interest of the State while remaining solution independent. During their review, the SOS may utilize an independent verification and validation consultant and/or additional subject matter experts to ensure the revised intent is clearly understood, solution independent, and aligns with project goals. Bidder feedback that is incorporated into the RFP requirements, in whole or in part, will be amended to this RFP according to Section II.C.5.c - Addenda.

Should the SOS reject a Bidder's feedback and the Bidder believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints on the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to this RFP following the release of the final system requirements via an RFP addenda. Bidder requests to change the RFP must be submitted in accordance with rules set forth in this RFP.

B. Bidder Pre-Qualification (Mandatory)

This procurement will consist of a pre-qualification phase. Only pre-qualified Bidders will be allowed to participate in the confidential discussions and submit Draft and Final Proposals. This solicitation will result in a single contract award to complete the VoteCal ~~solution~~-System for the Office of the Secretary of State.

In order to be considered for pre-qualification, Bidders must submit their complete Pre-Qualification Package as outlined in this section to the Procurement Official listed in Section I.D. by the date and time identified in Section I.F - Key Action Dates.

During prequalification stage, the State will pre-qualify up to four (4) of the highest scoring bidders based on the selection criteria defined in this section. These four vendors will proceed to confidential discussions during which SOS will meet with Bidders individually to discuss their proposed concepts and the RFP requirements for the purpose of ensuring a greater mutual understanding of the requirements.

The Pre-qualification Package submission must follow the format defined below.

1. Pre-Qualification Package General Format

In order to be considered for prequalification, bidders must submit to the state one (1) master copy, ten (10) hard-copies, and one (1) softcopy in searchable PDF of the following items in the quantity, order and format listed. Reference numbers after each item refer to the sections in the RFP that describe the requirement.

Bidders must also adhere to applicable format components of Section VIII – Proposal Format. General Format Instructions for the Pre-qualification Package:

TAB – 1

- a) Signed Confidentiality Statement (Mandatory) (Requirement A1)
- b) General Liability Insurance Certificate (Mandatory) (Requirement A2)
- c) Workers Compensation Liability Insurance Certificate (Mandatory) (Requirement A3)
- d) Letter of Credit Intent (Mandatory) (Requirement A7)

TAB – 2

- a) Financial Capacity/Responsibility (Mandatory) (Requirement A8)
- b) Bidder Qualifications and References (Mandatory) (Requirement A9)

- c) Bidder Qualifications and References (Desirable) (Requirement A10)
- d) Subcontractor List (Mandatory) (Requirement A6)
- e) Proposed Staff Experience (Mandatory) (Requirement A11)
 - A11 is demonstrated by completing Exhibit V.6 - Staffing Experience Matrix and Exhibit V.7 – Staff Resume for the following six Key Team Roles:
 - 1. Project Manager
 - 2. Business Lead
 - 3. Technical Lead
 - 4. Development Lead
 - 5. Testing Lead
 - 6. Data Integration Lead
- f) Proposed Staff Experience (Desirable) (Requirement A12)
 - A12 is demonstrated by completing Exhibit V.6 - Staffing Experience Matrix and Exhibit V.7 – Staff Resume for the following four (4) roles (as further described in the requirement specification that follows later in this section):
 - 1. Project Manager
 - 2. Business Lead
 - 3. Technical Lead
 - 4. Data Integration Lead

All pre-qualification documents submitted by the Bidder shall not contain any cost information. Pre-qualification documents will be rejected as non-responsive if submitted with costs.

The review and assessment of the above materials is necessary to ensure Bidders selected from the pre-qualification process will be able to submit responsive Draft and Final proposals. The State will follow the evaluation process outlined below and in Section IX – Evaluation and Selection for evaluation of these pre-qualification items.

2. Pre-Qualified Bidders Scoring Approach

The State Evaluation Team will determine which Bidder's Pre-qualification Packages are responsive and responsible. From these Pre-qualification Packages, the State Evaluation Team will identify up to four (4) Bidders that have the highest score for the evaluation factors. The State will pre-qualify up to four (4) of the highest scoring Bidders. If fewer than four Bidders are determined to be responsive and responsible Bidders, the State Evaluation Team may pre-qualify fewer than four Bidders. At any time the State Evaluation Team may reject any and all pre-qualified packages submitted in response to this section. In the event of a tie that would result in pre-qualification of more than four Bidders, the pre-qualifications will be granted to the Bidders with the highest Bidder Qualifications and References. See Table V-1 below for the pre-qualification scoring summary.

Table V - 1. Pre-Qualification Scoring Summary

Evaluation Criteria	RFP Section Reference	Maximum Points
Administrative Requirements <ul style="list-style-type: none">a) Signed Confidentiality Statements (Requirement A1)b) General Liability Insurance Certificate (Requirement A2)c) Workers Compensation Liability Insurance Certificate (Requirement A3)	V.A	Pass/Fail

Evaluation Criteria	RFP Section Reference	Maximum Points
d) Letter of Credit Intent (Requirement A7)		
Subcontractor List (Mandatory)	V.A.12	Pass/Fail
Financial Capacity/Responsibility (Mandatory)	V.B.3.A	Pass/Fail
Bidder Qualifications and References (Mandatory) See Section IX.E.8 for scoring criteria	V.B.3.B	2300
Bidder Qualifications and References (Desirable) See Section IX.E.8 for scoring criteria	V.B.3.C	700
Staff Qualification Requirements (Mandatory) See Section IX.E.9 for scoring criteria	V.B.3.D	Pass/Fail
Staff Qualification Requirements (Desirable) See Section IX.E.9 for scoring criteria	V.B.3.E	800
Maximum Pre-Qualification Score		3800

3. Pre-Qualification Administrative Requirements

Below are requirements for the Pre-qualification process. Requirements for the Draft Proposal and Final Proposal are listed below in section V.C. – Draft and Final Proposal Administrative Requirements.

A. Financial Capacity/Responsibility (Mandatory) – Pass/Fail

The principal purpose for this request is to provide information to determine financial qualification. State policy and state and federal statutes authorize maintenance of this information. The State will treat all financial information submitted as confidential as provided by law when designated as such. This information will only be shared with personnel involved in the evaluation of this RFP. All financial data will be returned to the Bidder or destroyed upon request.

The Bidder must provide:

- i. audited financial statements or SEC 10K filings (including a balance sheet) that support average annual gross revenue of \$100,000,000 or more for each of the company's last three fiscal years or a letter from an established surety company stating their willingness to issue a Letter of Bondability for \$55,000,000.
- ii. information regarding any judgments, arbitrations, or ongoing litigation of a material nature that is not addressed in the audited financial statements that may otherwise impact the firm's going concern.
- iii. information to demonstrate an ability to sustain six months of expenses on this project without payment from the State during the first six months of this project. This would include a detailed statement/analysis from the Bidder identifying estimated costs for the first six months of work and evidence of sufficient capital resources to meet those costs without State payment. This analysis should include the cost of any financial instruments (e.g. Letter of Credit for project), and the estimated cost for all planned staffing, including anticipated new staffing,

travel expenses, facility acquisition, etc., as well as any other expenses anticipated to be incurred during the first six months of work. If the analysis includes a line of credit, then attach a letter from a banking official attesting to that credit line and the credit-worthiness of the firm.

The State reserves the right to require submission of additional evidence of financial capacity and/or resources as necessary to clarify any questions or issues that arise from a review of the financial data supplied.

Review of vendor financial documents and determination of qualification to bid on the VoteCal project and evaluation and scoring will be by a group decision. SOS may engage qualified individuals, including Certified Public Accountants or subject matter experts during the pre-qualification process to assist the Evaluation Team in assessing the financial stability of vendors. These other individuals do not have voting privileges or responsibility for the evaluation process, but they will serve in an advisory capacity.

This is a pass/fail requirement. The VoteCal Evaluation team will consider Bidder submissions to arrive at a decision as to whether the Bidder has presented satisfactory evidence of financial capacity. The team will particularly consider the degree of analysis and detail provided by the Bidder in response to the requirement to demonstrate an ability to sustain six months of expenses on this project without payment from the State.

Requirement A8 Bidder shall submit:

- **Audited financial statements or SEC 10K filings (including a balance sheet) that support average annual gross revenue of \$100,000,000 or more for each of the company's last three fiscal years or a letter from an established surety company stating their willingness to issue a Letter of Bondability for \$55,000,000.**
- **Information regarding any judgments, arbitrations, or ongoing litigation of a material nature that is not addressed in the audited financial statements that may otherwise impact the firm's going concern.**
- **Information to demonstrate an ability to sustain six months of expenses on this project without payment from the State during the first six months of this project.**

B. Bidder Qualifications Requirements (Mandatory) – 2300 Points

The Bidder must describe three (3) projects that meet the following requirements using Exhibit V.5: Bidder Qualifications & References. The Bidder or qualifying subcontractor must have been the prime contractor for each of the referenced projects. A subcontractor's reference can be used if the subcontractor was the prime contractor for the referenced contract and the subcontractor is anticipated to perform at least twenty-five percent (25%) of the proposed implementation work effort by total staff resource hours applied as indicated on Exhibit V.2 - Subcontractor List. One project may meet multiple requirements, but at least three projects must be provided that meet at least one of the requirements below.

Mandatory qualification criteria:

- a. All references must be for projects successfully completed¹ within the past eight (8) years,

¹ "Successfully Completed" for purposes of this RFP is defined as: "the system (1) either is in production and is being utilized by the users as the system of record, or (2) is near completion of a successful pilot."

- b. All references must be for projects that implemented large complex data integration systems that required interfaces with three (3) or more external systems that were not under the control of the Bidder or the customer,
- c. At least one (1) reference must be for a successfully completed voter registration system implementation with similar scope provided in Section VI - Project Management, Business and Technical Requirements,
- d. At least one (1) reference must be for a successfully completed statewide system (a reference for a project that implemented a statewide voter registration system will meet this criterion),
- e. At least one (1) of these references must be for an implementation where the total number of concurrent users² was 200 or greater, and
- f. At least one (1) of these references must be for a project that was completed within the past three (3) years.

All Exhibit V.5 - Bidder Qualifications & References forms must be signed by the referenced organization or company individual or designee.

References will be contacted and points will be awarded based on client satisfaction, as described in Section IX. Exhibit IX.2 details the questions that are to be asked of each of the references and will also be used to document the reference's responses.

Failure to provide verifiable references may cause the Proposal to be rejected. The purpose of the Bidder Qualification and References requirement is to provide the State the ability to assess the Bidder's prior record and experience in providing similar or relevant services to other organizations. The descriptions of these projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement. References must include all information required on Exhibit V.5 - Bidder Qualifications & References.

Requirement A9 The Bidder must provide descriptions of three (3) projects that meet the mandatory Bidder qualification requirements using Exhibit V.5: Bidder Qualifications & References.

C. Bidder Qualifications Requirements (Desirable) – 700 Points

Additional points may be awarded for the following desirable corporate qualification requirements. One corporate reference that is submitted in response to the mandatory requirement A9 may be submitted if it meets this desirable requirement as well. Alternatively, the Bidder may submit an additional, fourth (4th) reference to satisfy the desirable requirement. Each submitted Exhibit V.5 – Bidder Qualifications & References must include indication of whether the reference is being submitted for the mandatory requirement, desirable requirement, or both. The Bidder must indicate submission for the Desirable requirement for no more than one (1) of Bidder's submitted client references, and indicate submission for the Mandatory requirement for three (3) references.

The Bidder must submit a complete description of the referenced project using Exhibit V.5: Bidder Qualifications & References. This form must be signed by the referenced organization or company individual or designee. The Bidder or qualifying subcontractor must have been the prime contractor for the referenced project. A subcontractor's reference can be used if the subcontractor was the prime contractor for the referenced contract and the subcontractor will

² "Concurrent users" for purposes of this RFP, unless otherwise stated, is defined as all system users, regardless of user group or role (i.e., county EMS user or internal staff), accessing the system simultaneously.

perform at least 25 percent (25%) of the proposed implementation work effort by total staff resource hours applied as indicated on Exhibit V.2 - Subcontractor List.

Desirable Bidder qualification requirements:

- a. Project must have been completed within the past eight (8) years.
- b. Reference must be for successfully completed voter registration system implementation with similar scope provided in Section VI – Project Management, Business and Technical Requirements with bottom-up approach (county elections officials' staff retaining use of their existing election management systems).
- c. Reference must be for an implementation where the total records integrated was at least 10,000,000.

Requirement A10 The Bidder may provide a description of one (1) project that meets the desirable Bidder qualification requirements using Exhibit V.5 – Bidder Qualifications and References.

All Exhibit V.5 forms must be signed by the referring company/organization individual or designee.

References will be contacted and points will be awarded based on client satisfaction, as described in Section IX. Exhibit IX.2 details the questions that are to be asked of each of the references and will also be used to document the reference's responses.

D. Proposed Staff Qualification Requirements (Mandatory) – Pass/Fail

The Bidder agrees to provide information regarding references and staff capability for proposed role(s) using Exhibit V.6: Staffing Experience Matrix and Instructions and Exhibit V.7 – Bidder Staff Resume. The Bidder agrees that the State reserves the right to contact references listed in Exhibit V.6 to validate the proposed staff's experience and capabilities. All referenced work used to meet the requirements must have been performed within the past ten (10) years. Referenced work must have been for a client external to the Bidder's organization and subsidiaries. Research and development projects internal to the employee's organization will not be counted towards the experience requirements.

The Bidder must complete Exhibit V.6: Staffing Experience Matrix and Instructions and Exhibit V.7 - Bidder Staff Resume for each of the six proposed key staff. The Bidder must assign one staff member for each of the required roles defined below; the same resource may not be assigned to more than one role. The Bidder is not precluded from utilizing subcontractors as necessary to meet the requirements.

By submitting Exhibit V.6 - Staff Experience Matrix and Exhibit V.7 – Bidder Staff Resume, for each of the six proposed key staff, the Bidder is certifying that the proposed staff named to each role fulfills all requirements of that role. The State's determination of experience shall be final. In addition, if the State determines it has suffered any undue project delays or deliverable quality degradation due to the Contractor's assignment of unqualified staff based on the requirements of this RFP, the SOS reserves the right to consider the Contractor in default and terminate the contract for cause.

The Evaluation team will contact project references provided in Bidder's submitted Exhibit V.6 to validate experience documented in Exhibit V.6 and Exhibit V.7.

The purpose of the Proposed Staff Qualifications requirements are to provide the State the ability to assess the Bidder's proposed staff qualifications and experience with similar or relevant services to other organizations. The descriptions of the projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects and the type of work experience attained to the work anticipated in the award of the contract resulting from this procurement. Additionally, Bidders must include the skill requirement reference from each role in the sub-sections below (e.g. (PM.1), (BL.7), (TL.2), etc.). All references must be specific to the services proposed for the proposed candidate's role. When required, a copy of the Project Manager certification(s) must be included. See Exhibit V.6 for instructions.

Requirement A11 Each proposed resource must meet the minimum requirements following the role description, respectively, as documented in Exhibit V.6 – Staffing Experience Matrix with supplemental information provided in Exhibit V.7 – Bidder Staff Resume:

- a) **Project Manager (PM)** - The PM will be responsible for managing all Bidder resources and activities relating to the completion of the deliverables outlined in the contract. The PM must have:
- 60 months experience with managing complex IT system implementation projects that have one-time total costs of \$20 million or more and that include many stakeholders and multiple external system interfaces. (PM.1)
 - 60 months experience managing projects utilizing Project Management Institute (PMI®) methodologies or similar professional project management methodologies. (PM.2)
 - 36 months experience planning complete life-cycles of phased IT system implementation projects. (PM.3)
 - Copy of current Project Management Professional (PMP) or higher-level certification from the PMI®, or equivalent project management credential that is accredited under ISO/IEC 17024.(PM.4)
- b) **Business Lead (BL)** - The BL will be responsible for serving as an expert in the voter registration functional areas of the Bidder's proposed solution. This resource will be responsible for leading and gathering information in all voter registration discussions and sessions. This resource should assist with compiling responses for the Bidder's deliverables for this area. The BL must have:
- 36 months Experience performing voter registration business process analysis on complex IT system implementation projects that include many stakeholders with multiple external system interfaces. (BL.1)
 - 36 months Experience with collaborative business process assessment, analysis, writing, and re-engineering methods and strategies including business flow diagramming. (BL.2)
 - 24 months Experience communicating, both verbally and written, business process information including presenting ideas/recommendations to stakeholders. (BL.3)
- c) **Technical Lead (TL)** - The TL will be responsible for defining and designing all necessary physical and logical technical architectures for the Bidder's proposed system. This resource will be responsible for participating and gathering information in all technical architecture discussions and sessions. This resource should assist with compiling responses for the Bidder's deliverables for this area. The TL must have:

- 60 months Experience architecting complex integrated IT systems that include multiple business disciplines with multiple external system interfaces and process at least 5 million transactions annually. (TL.1)
 - 60 months Experience implementing roles-based security. (TL.2)
 - 36 months Experience architecting a system(s) that uses a Wide Area Network (WAN). (TL.3)
 - 60 months Experience facilitating knowledge transfer and transition management regarding technical architectures. (TL.4)
- d) **Data Integration Lead (DIL)** - The DIL will be responsible to ensure the proposed system data structure supports the proposed solution to meet the RFP requirements. This resource will be responsible for participating and gathering information in all data architecture and data integration related discussions and sessions. This resource should lead development of Bidder's deliverables related to Data Integration. The DIL must have:
- 60 months Experience setting data policy and recommending technical solutions for the management, storage, access, navigation, movement, and transformation of data on projects from five or more geographically distinct sources. (DIL.1)
 - 60 months Experience specifying DBMS and ETL tools and technologies for structured and unstructured content. (DIL.2)
 - 24 months Experience creating and maintaining metadata repositories. (DIL.3)
 - 36 months Experience creating and maintaining enterprise schema. (DIL.4)
 - 60 months Experience enforcing principles of good canonical (normalized) data design. (DIL.5)
- e) **Development Lead (DL)** – The Development Lead (DL) will be responsible for all development activities for the Bidder's proposed system. The DL will be responsible for leading and completing development and ensuring that the application supports the Section VI – Project Management, Business and Technical Requirements. The DL must have:
- 60 months Experience managing the development effort of complex IT system implementation projects that have one-time total costs of \$25 million or more. (DL.1)
 - 60 months Experience in completing development activities in the specific technologies included in the Bidder's proposed system. (DL.2)
 - 24 months Experience in defining and managing software configuration management processes. (DL.3)
- f) **Testing Lead (TestL)** - The TestL will be responsible for all testing activities for the Bidder's proposed system. This resource will be responsible for leading and managing all aspects of testing and ensuring that the application supports Section VI – Project Management, Business and Technical Requirements.
- 60 months Experience managing the testing effort of a complex IT system implementation effort. (TestL.1)
 - 60 months Experience defining and implementing testing approaches and processes in multiple testing phases (TestL.2)
 - 24 months Experience in test planning and execution activities. (TestL.3)
 - 36 months Experience in implementing a defect management process. (TestL.4)

E. Proposed Staff Experience Requirements (Desirable) – 800 Points

For bidder resources assigned to the required roles above, additional points may be awarded for each role below for the following desirable proposed staff experience requirements. Points will be awarded based on the proposed staff member's total number of months of experience in each area.

Requirement A12 Describe the staff member's experience using Exhibit V.6 – Staffing Experience Matrix and Exhibit V.7 – Bidder Staff Resume for any or all of the four (4) key team members identified below:

a) Project Manager (PM)

- Experience with managing complex IT system implementation projects for the State of California. (PM.5)
- Experience managing IT implementation projects that involve both local government and state government entities as stakeholders. (PM.6)

b) Business Lead (BL)

- Experience with the implementation of business processes for voter registration systems. (BL.4)

c) Technical Lead (TL)

- Experience with architecting complex integrated IT systems for the State of California. (TL.5)

d) Data Integration Lead (DIL)

- More than 36 months experience mapping the structure and organization of customer data from as-is state to future state for voter registration systems. (DIL.6)
- Experience with managing complex data integration efforts for the State of California. (DA.7)

C. Draft and Final Proposal Administrative Requirements

This section describes specific guidelines that are applicable to the submission of the Draft Proposal and Final Proposal. Only those Bidders that were selected through the pre-qualification process outlined above will be allowed to submit Draft and Final Proposals. Bidders shall develop and submit their Draft Proposal and Final Proposal, based on their due diligence performed during the confidential discussions and the latest RFP addendum requirements. These guidelines are also applicable to the new Final Proposal if all original Final Proposals are declared flawed (drafts) by the Evaluation Team.

1. Draft and Final Proposal Format

Please see Section VIII – Proposal Format for instructions on preparing Draft Proposal and Final Proposal.

2. Draft and Final Proposal Scoring

Please see Section IX – Evaluation and Selection for scoring of Draft Proposal and Final Proposal.

3. Draft and Final Proposal Administrative Requirements

The following are the administrative requirements unique to the Draft Proposal and Final Proposal. For the Draft and Final Proposal, these requirements must be submitted in addition to those listed above in Section V.A.

A. Cover Letter (Mandatory)

The Bidder's Draft Proposal and Final Proposal must include a cover letter substantiating the Bidder's acknowledgement and acceptance of all RFP requirements. The cover letter must include:

- A statement indicating that the signer is authorized to bind the bidding firm contractually,
- A statement that the Bidder commits to fulfilling all requirements of the RFP,
- A signature block indicating the:
 - Title or position that the signer holds in the firm,
 - Signer's contact information including phone, fax, e-mail, and address, and
- The original signature of the signer.

The cover letter must NOT contain any cost information.

Requirement A13 Bidder's Draft and Final Proposal must contain a signed Cover Letter, which must contain the following:

- **Proposal Cover Letter must be signed by authorized individual and indicate that the signer is authorized to bind the firm contractually, and identifies the signer's title.**
- **Statement that the Bidder commits to meeting all requirements of the RFP.**
- **Statement that the proposal is firm's binding offer good for 180 days from scheduled date for contract award.**
- **Statement indicating that the Bidder has available staff with the appropriate skills to complete performance under the contract for all services and provide all deliverables as described in this RFP.**
- **Statement accepting full Prime Contractor responsibility for coordinating, controlling, and delivering all aspects of the contract and any subcontractors on their team.**

B. Executive Summary (Mandatory)

The Bidder's Draft Proposal and Final Proposal must contain an Executive Summary that describes the salient features of the proposal and condenses and highlights the contents of the proposal to provide a broad understanding of the entire proposal. The Executive Summary will be used to facilitate the evaluation of the proposal by the State.

The Executive Summary must include an overview of the services to be provided as part of this contract in order to meet the RFP requirements. Bidders are to limit their discussion to those services specific to those required by this RFP and avoid marketing materials.

The Executive Summary should also describe:

- List of the firms and individuals proposed as subcontractors (if applicable), staff names, and the experience of the proposed team with Voter Registration automation;
- Summary of the technology proposed;
- Summary of Bidder's approach to meeting the business functional requirements;
- The degree to which the proposed solution components are currently in use; and
- Summary of the responsibilities of the SOS for the support of implementing the proposed solution.

The Executive Summary must also provide a concise profile of the company. The company profile must include at a minimum:

- ownership and location of offices,
- history – number of years in business,
- qualifications – similar endeavor success and years providing services specific to this RFP, and
- executive-level organizational chart showing lines of authority.

The Executive Summary must NOT include any cost information.

Requirement A14 Bidder's Proposal must contain an Executive Summary of their proposed solution, which includes the following information:

- **Overview of services**
- **List of the firms and individuals proposed as subcontractors (if applicable), staff names, and the experience of the proposed team with Voter Registration automation;**
- **Summary of the technology proposed;**
- **Summary of Bidder's approach to meeting the business functional requirements;**
- **The degree to which the proposed solution components are currently in use;**
- **Summary of the responsibilities of the SOS for the support of implementing the proposed solution; and**
- **Company profile.**

C. Certification to Do Business in the State of California (Mandatory)

Bidders' Draft Proposals and Final Proposals must contain a copy of Bidder's certification with the California Secretary of State to do business in California. If certification has not been received, a copy of Bidder's application and statement of status must be included.

The Contractor must be certified with the California Secretary of State, if required by law, to do business in California. If the Bidder does not currently have this certification, the firm must be certified before contract award can be made.

Requirement A15 The Bidder and all subcontractors proposed which are to receive ten percent (10%) or more of the total contract value must submit a California Certificate of Good Standing.

D. Payee Data Record (Mandatory)

The Bidder's Draft Proposal and Final Proposal must contain a fully executed copy of the Standard Form 204 – Payee Data Record. The Payee Data Record may be found at <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>.

Requirement A16 The Prime Bidder and all subcontractors proposed which are to receive ten percent (10%) or more of the total contract value must submit a Payee Data Record.

E. Productive Use Requirements (Mandatory)

The objective of the Productive Use Requirements is to protect the State from being an experimentalist for new equipment and software that has no record of proven performance. Although the State does not expect simply to install a solution already in productive use elsewhere, it wants to avoid becoming a “beta site” for a substantially new technology product.

Equipment and software must be currently supported by the manufacturers. No equipment and/or software may be proposed, specified, or employed if the manufacturer has announced an end of support.

Requirement A17 Bidders must provide data to support that the solution proposed (including proposed hardware, operating system software, database and Commercial-off-the-Shelf or other third party application software) meets the Productive Use requirements.

F. Disabled Veterans Business Enterprise (DVBE) Participation Program Requirement and DVBE Incentive (Mandatory)

PLEASE READ THESE REQUIREMENTS CAREFULLY. FAILURE TO COMPLY WITH THE MINIMUM DVBE PARTICIPATION REQUIREMENT WILL CAUSE YOUR SOLICITATION RESPONSE TO BE DEEMED NONRESPONSIVE AND YOUR FIRM INELIGIBLE FOR AWARD OF THE PROPOSED CONTRACT.

1. DVBE Participation - Mandatory

Bidders must fully comply with DVBE Participation Program requirements in Draft and Final Proposals. Failure to submit a complete response will result in a non-responsive determination, in which case the Final Proposal will be rejected.

The minimum DVBE participation percentage goal is 3% for this solicitation. A DVBE incentive will be given to bidders who provide DVBE participation. All Bidders must complete and submit the DVBE Program Requirements packet. All forms must be completed per instructions and included in Volume 1, Final Bid. Cost Information is NOT to be included on these forms. The DVBE Program requirements package may be downloaded from:

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

The Bidder must also complete and submit the Bidder Declaration Form, as describe below. This document and its completion instructions may be accessed at the link below:

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

The Bidder who has been certified by California as a DVBE (or who has obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the from(s). The DVBE Declaration form may be accessed at:

<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>

More information about the DVBE Participation Program requirements can be found at:

<http://www.pd.dgs.ca.gov/publications/resource.htm>

The Office of Small Business and DVBE Services offers program information and may be reached at:

Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95605

<http://www.pd.dgs.ca.gov/smbus>

Receptionist: (916) 375-4940 Fax: (916) 375-4650

Requirement A18: Bidders shall provide a response to DVBE Participation Program requirements as part of their proposals.

2. Disabled Veteran Business Enterprise (DVBE) Incentive - Optional

The DVBE Incentive requirement is optional, but will provide additional points to be factored in for contract award purposes.

The Military and Veterans Code Section 999.5(a) to provide an incentive for DVBE participation in State contracts. The incentive for this procurement provides additional points for those bidders that achieve at least one percent (1%) certified DVBE participation. Participation incentives will be rewarded based on Table V.2 that follows, also described in Section IX - Evaluation and Selection.

NOTE: In accordance with Section 999.5(a) of the Military and Veterans Code, Incentive points will be given to bidders who provide Disabled Veteran Business Enterprise (DVBE) participation surpassing designated minimum thresholds. For contract award purposes only, the State shall add Incentive points to proposals that include California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 located at: www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf.

The Incentive amount for awards is based on the amount of DVBE participation obtained. The Incentive is only given to those bidders who are responsive to the DVBE Program Requirement and propose DVBE participation in the resulting contract.

Table V.2 – DVBE Point Scale

DVBE POINT SCALE (See Section IX - Evaluation and Selection)	
Confirmed DVBE participation of:	DVBE Incentive:
5% or more	5% of \$1,000 = 50
4% up to 4.99%	4% of 1,000 =40

DVBE POINT SCALE (See Section IX - Evaluation and Selection)	
3% up to 3.99%	3% of 1,000 = 30
2% up to 2.99%	2% of 1,000 = 20
1% up to 1.99%	1% of 1,000 = 10
Less than 1%	0% of 1,000 = 0

G. Small Business Preference (Mandatory)

The Bidder's Draft Proposal and Final Proposal must include a completed Exhibit V.4 – Small Business Preference regardless of whether the Bidder is requesting the Small Business Preference or not.

If requesting the Small Business Preference, the Bidder must also attach a copy of the Small Business approval letter from DGS showing the Bidder's or subcontractor's Small Business number.

A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. Bidders claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the "Contract Grand Total" from Exhibit V.2 –Subcontractor List with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the Final Proposal due date, and the OSDC must be able to approve the application as submitted.

The Small Business Regulations, located at 2 CCR 1896 et seq., concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals were revised, effective 9/9/04. The new regulations can be viewed at www.pd.dgs.ca.gov/smbus. Access the regulations by clicking on "Small Business Regulations" in the right sidebar.

Requirement A19 All Bidders must submit the completed Exhibit V.4. If Bidder is not requesting a Small Business Preference, Bidder must enter "Not Requested" or "Not Applicable" in response. If Bidder is claiming small business, a copy of the small business approval letter from DGS must also be submitted.

H. Optional Preference Claims (if applicable)

The State has identified a worksite for implementation of this project; however, offsite services may qualify for these preferences.

1. Target Area Contract Preference Act (TACPA)

The following preference will be granted for this procurement. Bidders wishing to take advantage of this preference will need to review the following Website and submit the appropriate response with the Proposal.

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

2. Local Agency Military Base Recovery Act (LAMBRA)

The following preference will be granted for this procurement. Bidders wishing to take advantage of this preference will need to review the following Website and submit the appropriate response with the Proposal.

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

3. *Enterprise Zone Act (EZA)*

The following preference will be granted for this procurement. Bidders wishing to take advantage of this preference will need to review the following Website and submit the appropriate response with the Proposal.

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

I. Irrevocable Letter of Credit (Mandatory)

The awarded Contractor will be required to provide the State with a Letter of Credit that is acceptable to the State at Contract execution. Failure to submit the required Letter of Credit at contract signing may be cause for default and termination of the Intent to Award.. The financial institution issuing the Letter of Credit must be insured by the Federal Deposit Insurance Corporation and must be licensed to do business in the State of California. The California Secretary of State must be identified as beneficiary.

The Letter of Credit must further provide for honor of a draft on demand for payment presented with the State's written statement, signed by the Secretary of State, certifying that there has been loss, damage, or liability resulting from the Contractor's performance or nonperformance of duties and obligations under the Contract, or from the negligence or act of omission by the Contractor or its agents, servants, and employees and that the amount of the demand or draft is, therefore, now payable.

The Irrevocable Letter of Credit MUST be submitted along with the signed contract. Failure to submit a compliant Irrevocable Letter of Credit may be cause for termination of the Intent to Award.

The Letter of Credit must remain in effect through Phase VII and the one year warranty period. The Bidder agrees to extend the Letter of Credit if the date of Phase VII is changed. The Contractor must have a Letter of Credit in effect from VoteCal Contract execution throughout the term of the contract.

J. Bidder Qualifications and References (Mandatory)

The Bidder must meet the same requirement as A9 in the Draft Proposal and Final Proposal as was met in the pre-qualification package.

Requirement A9 The Bidder must provide descriptions of three (3) projects that meet the mandatory Bidder qualification requirements using Exhibit V.5: Bidder Qualifications & References

K. Bidder Qualifications and References (Desirable)

The Bidder may provide additional information to meet the same requirement as A10 in the Draft Proposal and Final Proposal as was met in the pre-qualification package.

Requirement A10 The Bidder may provide a description of one (1) project that meets the desirable Bidder qualification requirements using Exhibit V.5 – Bidder Qualifications and References.

L. Proposed Staff Qualification Requirements (Mandatory)

The Bidder must meet the requirement A11 in the Draft Proposal and Final Proposal as was done in the Pre-qualification package.

Requirement A11 Each proposed resource must meet the minimum requirements following the role description, respectively, as documented in Exhibit V.6 – Staffing Experience Matrix with supplemental information provided in Exhibit V.7 – Bidder Staff Resume:

- a) **Project Manager (PM)** - The PM will be responsible for managing all Bidder resources and activities relating to the completion of the deliverables outlined in the contract. The PM must have:
- 60 months experience with managing complex IT system implementation projects that have one-time total costs of \$20 million or more and that include many stakeholders and multiple external system interfaces. (PM.1)
 - 60 months experience managing projects utilizing Project Management Institute (PMI®) methodologies or similar professional project management methodologies. (PM.2)
 - 36 months experience planning complete life-cycles of phased IT system implementation projects. (PM.3)
 - Project Management Professional (PMP) or higher-level certification from the PMI®, or equivalent project management credential that is accredited under ISO/IEC 17024.(PM.4)
- b) **Business Lead (BL)** - The BL will be responsible for serving as an expert in the voter registration functional areas of the Bidder's proposed solution. This resource will be responsible for leading and gathering information in all voter registration discussions and sessions. This resource should assist with compiling responses for the Bidder's deliverables for this area. The BL must have:
- 36 months Experience performing voter registration business process analysis on complex IT system implementation projects that include many stakeholders with multiple external system interfaces. (BL.1)
 - 36 months Experience with collaborative business process assessment, analysis, writing, and re-engineering methods and strategies including business flow diagramming. (BL.2)
 - 24 months Experience communicating, both verbally and written, business process information including presenting ideas/recommendations to stakeholders. (BL.3)
- c) **Technical Lead (TL)** - The TL will be responsible for defining and designing all necessary physical and logical technical architectures for the Bidder's proposed system. This resource will be responsible for participating and gathering information in all technical architecture discussions and sessions. This resource should assist with compiling responses for the Bidder's deliverables for this area. The TL must have:

- 60 months Experience architecting complex integrated IT systems that include multiple business disciplines with multiple external system interfaces and process at least 5 million transactions annually. (TL.1)
 - 60 months Experience implementing roles-based security. (TL.2)
 - 36 months Experience architecting a system(s) that uses a Wide Area Network (WAN). (TL.3)
 - 60 months Experience facilitating knowledge transfer and transition management regarding technical architectures. (TL.4)
- d) **Data Integration Lead (DIL)** - The DIL will be responsible to ensure the proposed system data structure supports the proposed solution to meet the RFP requirements. This resource will be responsible for participating and gathering information in all data architecture and data integration related discussions and sessions. This resource should lead development of Bidder's deliverables related to Data Integration. The DIL must have:
- 60 months Experience setting data policy and recommending technical solutions for the management, storage, access, navigation, movement, and transformation of data on projects from five or more geographically distinct sources. (DIL.1)
 - 60 months Experience specifying DBMS and ETL tools and technologies for structured and unstructured content. (DIL.2)
 - 24 months Experience creating and maintaining metadata repositories. (DIL.3)
 - 36 months Experience creating and maintaining enterprise schema. (DIL.4)
 - 60 months Experience enforcing principles of good canonical (normalized) data design. (DIL.5)
- e) **Development Lead (DL)** – The Development Lead (DL) will be responsible for all development activities for the Bidder's proposed system. The DL will be responsible for leading and completing development and ensuring that the application supports the Section VI – Project Management, Business and Technical Requirements. The DL must have:
- 60 months Experience managing the development effort of complex IT system implementation projects that have one-time total costs of \$25 million or more. (DL.1)
 - 60 months Experience in completing development activities in the specific technologies included in the Bidder's proposed system. (DL.2)
 - 24 months Experience in defining and managing software configuration management processes. (DL.3)
- f) **Testing Lead (TestL)** - The TestL will be responsible for all testing activities for the Bidder's proposed system. This resource will be responsible for leading and managing all aspects of testing and ensuring that the application support the Section VI – Project Management, Business and Technical Requirements.
- 60 months Experience managing the testing effort of a complex IT system implementation effort. (TestL.1)
 - 60 months Experience defining and implementing testing approaches and processes in multiple testing phases (TestL.2)

- 24 months Experience in test planning and execution activities. (TestL.3)
- 36 months Experience in implementing a defect management process. (TestL.4)

M. Proposed Staff Experience Requirements (Desirable)

The Bidder may provide additional information to meet the same requirement as A12 in the Draft Proposal and Final Proposal as was met in the pre-qualification package.

Requirement A12 Describe the staff member's experience using Exhibit V.6 – Staffing Experience and Exhibit V.7 – Bidder Staff Resume for any or all of the four (4) key team members identified below:

a) Project Manager (PM)

- Experience with managing complex IT system implementation projects for the State of California. (PM.5)
- Experience managing IT implementation projects that involve both local government and state government entities as stakeholders. (PM.6)

b) Business Lead (BL)

- Experience with the implementation of business processes for voter registration systems. (BL.4)

c) Technical Lead (TL)

- Experience with architecting complex integrated IT systems for the State of California. (TL.5)

d) Data Integration Lead (DIL)

- More than 36 months experience mapping the structure and organization of customer data from as-is state to future state for voter registration systems. (DIL.6)
- Experience with managing complex data integration efforts for the State of California. (DA.7)

N. Project Organization (Mandatory)

In this section the Bidder must include a discussion that identifies staffing proposed for the project. The State's ultimate project goal is to develop a strong team that will be able to support the new system implementation effort as well as provide post-implementation system support.

The Bidder's Project Staffing Overview must include both a diagram and a high-level narrative description of the project team organization. The narrative must include a description of proposed key staff's roles, responsibilities, functional activities, proposed time each proposed staff will be devoted to the project, and the specific deliverables to which each key staff will contribute.

Bidders must state whether or not any additional staffing is to be used in addition to the six key staff roles. If additional staff are proposed, Bidders should include in their

narrative a description of the additional staffing that the Bidder anticipates will be needed to perform tasks to implement the proposed solution. The additional staffing description must include roles/responsibilities, functional activities, and reporting structure. If no additional staff are proposed, Bidders must include a description of why no additional staffing is needed.

SOS requires the Bidder to maintain continuity of staffing. If and when a contract is awarded, the winning Bidder will be expected to provide the individuals proposed in key staff roles (Project Manager, Business Lead, Technical Lead, Development Lead, Testing Lead and Data Integration Lead) if those individuals are still in the employ of the Bidder. Once committed to the project, all proposed staff are expected to remain for the duration of the project in that role. SOS recognizes that a resignation or other events may cause Bidder project team members to be unavailable. SOS must approve or deny any of Bidder's proposed replacement project team members. The proposed replacement staff must have at least the same skills and experience as required in the RFP. SOS will validate the proposed replacement staff references prior to approving their participation on the project. The request to replace staff must be made in writing to SOS Project Director along with the reason for the need to replace staff. When replacing staff the vendor shall submit the experience of the proposed replacement staff on Exhibit V.6 – Staffing Experience Matrix and Exhibit V.7 - Bidder Staff Resume form for review by SOS.

Requirement A20 The Bidder's discussion of proposed project staffing above must include:

- **Identification of all proposed bidder staff from Exhibit V.6 – Staffing Experience Matrix,**
- **Identification of additional essential Bidder project personnel, including subcontractor staff, with a summary of skill sets for additional positions and of anticipated responsibilities for those positions,**
- **Detailed description of the methodology used to estimate the resource efforts applied to the work plan.**
- **Identification and description of teaming relationships with State personnel. (Details regarding the State's existing project staff have been provided in Section III of this RFP),**
- **A diagram of the proposed project staffing structure and reporting/governance structure. The diagram should show the key Bidder, subcontractor (if applicable), and corresponding State staffing. Refer to RFP Section III for existing project structure, and**
- **Narrative description of distribution of roles and responsibilities for the lifecycle of the project, for at least the following areas:**
 - **Management and maintenance of the integrated project schedule**
 - **Management of risks, issues, and scope (change control)**
 - **Design documentation preparation**
 - **Software configuration management and version control**
 - **Quality assurance for deliverables**

- **Deployment and cutover management**
- **Requirements management**
- **Training for end users and SOS Elections and IT staff**
- **Communications with SOS and other stakeholders**
- **All other office and administrative support required to perform project activities.**

Note: The State will not provide clerical support to Contractor staff.

EXHIBIT V.1 CONFIDENTIALITY STATEMENT

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information, voter registration data, and information storage media made available to us by the State for the purpose of responding to RFP SOS 0890-46 or in conjunction with any contract arising therefrom. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all voter registration data will be encrypted while stored and when transmitted. Additionally, materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

(Signature of representative)

(Date)

(Typed name of representative)

(Typed name of company)

EXHIBIT V.2 SUBCONTRACTOR LIST

Each subcontractor included in the contract must be identified in Exhibit V.2.

Exhibit V.2: Subcontractor List		
A – Subcontractor Information		
Company Name:		
Primary Contact Name	Primary Contact Title	Phone
Address	City, State	Zip
Subcontractor's proposed implementation work effort by total staff resource hours applied (check only one box):		
<input type="checkbox"/> 25% or more	<input type="checkbox"/> Between 25% and 10%	<input type="checkbox"/> 10% or less
B - Description of Commercially Useful Function the subcontractor will provide: <i>(Only for Small Businesses and Disabled Veterans Business Enterprises)</i>		
As described in Military & Veterans Code § 999(b)(5)(B)(i):		
Is this subcontractor responsible for the execution of a distinct element of the work of the contract? ___Yes ___No		
Does this subcontractor carry out the obligation by actually performing, managing, or supervising the work involved? ___Yes ___No		
Is this subcontractor being proposed to perform work that is normal for its business services and functions? ___Yes ___No		
Is this subcontractor NOT further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices? ___Yes ___No		
Description of the commercially useful function to be performed by this subcontractor:		
(attach additional pages if necessary)		
C – Proposal Amount (Yes response required for one of C1, C2, or C3)		

Exhibit V.2: Subcontractor List	
C1	This subcontractor will represent 25% or more of the proposal "Contract Grand Total": ____ YES ____ NO
	This subcontractor satisfies the Small Business Preference Requirements: ____ YES ____ NO
C2	This subcontractor will represent between 10% and 25% of the proposal "Contract Grand Total": ____ YES ____ NO
C3	This subcontractor will represent less than 10% of the proposal "Contract Grand Total": ____ YES ____ NO
D – Subcontractor Signature:	
I, the official named above, as an authorized representative of the company named above, warrant my company has been advised of, and agrees to, its participation in the contract, if awarded.	
Signature:	Date:

EXHIBIT V.3 WORKERS' COMPENSATION INSURANCE CERTIFICATION

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract.

Signature

Date

Name and Title (Print or Type)

Street Address

Firm Name

City, State, and ZIP

Exhibit V.4 Small Business Preference

ALL BIDDERS – PLEASE CHECK THE APPROPRIATE BOX, SIGN AND DATE THIS FORM, AND SUBMIT IT WITH YOUR PROPOSAL. ALSO HAVE ANY CERTIFIED SMALL BUSINESS SUBCONTRACTORS SIGN AND SUBMIT ALONG WITH THEIR SMALL BUSINESS CERTIFICATION, WHERE APPLICABLE.

- ☐ I am a certified small business and **Small Business Preference** is applicable to this proposal. A copy of my certification from the Office of Small Business and DVBE Certification is attached.
- ☐ I have recently filed for Small Business Preference but have not yet received certification. *(Note: It is the Bidder's responsibility to ensure that applicable Small Business Certifications are completed by Notice of Intent to Award.)*
- ☐ I have read the section on Small Business Preference, and declare that I am **Not** a certified Small Business and am **Not** claiming the **Small Business Preference**.
- ☐ I am **Not** a certified Small Business but I am using a small and/or micro-business as a subcontractor.

Bidder's Authorized Signature

Date

Printed Name and Title

Name of Bidder's Firm

Exhibit V.5 Bidder Qualifications & References

Exhibit V.5: Bidder Qualifications & References	
Firm Name:	Firm Contact Name:
Firm Contact's Email:	Firm Contact's Phone #:

Client:	Client Contact Name:
Address:	Phone #:
Email:	Fax #:
Reference is submitted to meet the following Bidder Qualifications (check at least one): ___Mandatory Bidder Qualifications ___Desirable Bidder Qualifications	

Project Name:	
Project Description:	
Nature of Firm's Involvement:	
Date System Went into Production as System of Record, or date of completion of Pilot:	Number of Records Integrated:
Did this project implement a statewide system? ___Yes ___No	
Did this project implement a voter registration system? ___Yes ___No	
Did this project implement a "bottom-up" voter registration system (in which local elections staff retain use of their existing election management systems)? ___Yes ___No	
Number of <i>concurrent</i> users supported _____	
Did the project required interfaces with at least 3 independent systems not under the direct control or management of the vendor or the customer? ___Yes ___No	
Was the Firm the Prime Contractor for this project? ___ Yes ___No	
If this reference is for the Bidder's Subcontractor, was the Subcontractor the Prime Contractor for this project? ___Yes ___No If Yes, Enter Subcontractor Name: _____	
Reference's Signature: I, the client contact official named above, as an authorized representative of the client agency named above, state that the above project description is true and correct.	
Signature:	Date:
Printed name:	

Exhibit V.6 Staffing Experience Matrix and Instructions

Complete the Experience Staffing Matrix per the instructions provided in this Exhibit. If a proposed team member has gained experience from various efforts or contract engagements, provide information for each engagement on a separate line. Add additional pages as needed. **A separate form/table must be completed for each of the six key proposed team members.**

Project Details: Provide the project name, client name, contact person, contact phone number, and years worked.

Role and Type of Experience: Please mark the experience attained during the referenced project by placing an 'X' in the respective check box.

Duration: Enter the duration, in months, that the staff person was involved in the project. A "month" shall be defined as any period in which a minimum of 20 work days of at least 7 hours in duration were worked, and are applicable to the claimed experience.

A sample is provided below:

Contractor Name: <i>XYZ Technology Professionals</i>		
Staff Name: <i>Robin Roberts, PMP</i>		
Proposed Role: <i>Project Manager</i>		
Project Name Client Name, Contact, & Number	Role and Type of Experience	Duration (in months)
<i>[PRODUCT] Implementation State of Virginia Jane Doe (804- 555-1212) (1999-2001)</i>	<input checked="" type="checkbox"/> <i>Experience with managing complex IT system implementation projects that have one-time costs of \$20 million or more and that include many stakeholders with multiple external system interfaces. (PM.1)- Mandatory</i> <input checked="" type="checkbox"/> <i>Experience managing projects utilizing PMI® methodologies or similar professional project management methodologies. (PM.2)- Mandatory</i> <input checked="" type="checkbox"/> <i>Experience planning complete life-cycles of phased IT system implementation projects. (PM.3)-Mandatory</i> <input type="checkbox"/> <i>Experience managing complex IT system implementation projects for the State of California. (PM.5)-Desirable</i> <input type="checkbox"/> <i>Experience managing IT implementation projects that involve both local government and state government entities as stakeholders. (PM.6)-Desirable</i>	<i>20</i>
	<i>Copy and paste additional rows as necessary.</i>	

Exhibit V.6 Staffing Experience Matrix

(A separate form/table must be completed for each of the six proposed Key Personnel.)

Contractor Name:		
Staff Name:		
Proposed Role: <i>Project Manager (PM)</i> *Note: Copy of PMP or equivalent certificate (PM.4) must be provided along with Exhibit V.6 for the proposed PM.		
Project Name Client Name, Contact, & Number	Role and Type of Experience	Duration (in months)
	<input type="checkbox"/> Experience with managing complex IT system implementation projects that have one-time costs of \$20 million or more and that include many stakeholders and multiple external system interfaces. (PM.1)-Mandatory <input type="checkbox"/> Experience managing projects utilizing Project Management Institute (PMI®) methodologies or similar professional project management methodologies. (PM.2)-Mandatory <input type="checkbox"/> Experience planning complete life-cycles of phased IT system implementation projects. (PM.3)-Mandatory <input type="checkbox"/> Experience managing complex IT system implementation projects for the State of California. (PM.5)-Desirable <input type="checkbox"/> Experience managing IT implementation projects that involve both local government and state government entities as stakeholders. (PM.6)-Desirable	
	Copy and paste additional rows as necessary.	

Exhibit V.6 Staffing Experience Matrix

Contractor Name:		
Staff Name:		
Proposed Role: <i>Business Lead (BL)</i>		
Project Name Client Name, Contact, & Number	Role and Type of Experience	Duration (in months)
	<input type="checkbox"/> <i>Experience performing voter registration business process analysis on complex IT system implementation projects that include many stakeholders with multiple external system interfaces. (BL.1)-Mandatory</i>	
	<input type="checkbox"/> <i>Experience with collaborative business process assessment, analysis, writing, and re-engineering methods and strategies including business flow diagramming. (BL.2)-Mandatory</i>	
	<input type="checkbox"/> <i>Experience communicating, both verbally and written, business process information including presenting ideas/recommendations to stakeholders. (BL.3)-Mandatory</i>	
	<input type="checkbox"/> <i>Experience with the implementation of business processes for voter registration systems. (BL.4)-Desirable</i>	
	<i>Copy and paste additional rows as necessary.</i>	

Exhibit V.6 Staffing Experience Matrix

Contractor Name:		
Staff Name:		
Proposed Role: <i>Technical Lead (TL)</i>		
Project Name Client Name, Contact, & Number	Role and Type of Experience	Duration (in months)
	<input type="checkbox"/> <i>Experience architecting complex integrated IT systems that include many stakeholders with multiple external system interfaces and process at least 5 million transactions annually.(TL.1)-Mandatory</i>	
	<input type="checkbox"/> <i>Experience implementing roles-based security.(TL.2)-Mandatory</i>	
	<input type="checkbox"/> <i>Experience architecting a system(s) that uses a Wide Area Network (WAN).(TL.3)-Mandatory</i>	
	<input type="checkbox"/> <i>Experience facilitating knowledge transfer and transition management regarding technical architectures.(TL.4)-Mandatory</i>	
	<input type="checkbox"/> <i>Experience with architecting complex integrated IT systems for the State of California.(TL.5)-Desirable</i>	
	<i>Copy and paste additional rows as necessary.</i>	

Exhibit V.6 Staffing Experience Matrix

Contractor Name:		
Staff Name:		
Proposed Role: <i>Data Integration Lead (DIL)</i>		
Project Name Client Name, Contact, & Number	Role and Type of Experience	Duration (in months)
	<input type="checkbox"/> <i>Experience setting data policy and recommending technical solutions for the management, storage, access, navigation, movement, and transformation of data on projects involving five or more geographically distinct sources.(DIL.1)-Mandatory</i>	
	<input type="checkbox"/> <i>Experience specifying DBMS and ETL tools and technologies for structured and unstructured content.(DIL.2) -Mandatory</i>	
	<input type="checkbox"/> <i>Experience creating and maintaining metadata repositories. (DIL.3) -Mandatory</i>	
	<input type="checkbox"/> <i>Experience creating and maintaining enterprise schema. (DIL.4) -Mandatory</i>	
	<input type="checkbox"/> <i>Experience enforcing principles of good canonical (normalized) data design.(DIL.5) -Mandatory</i>	
	<input type="checkbox"/> <i>Experience mapping the structure and organization of customer data from as-is state to future state for implementation of voter registration systems.(DIL.6)-Desirable</i>	
	<input type="checkbox"/> <i>Experience with managing complex data integration efforts for the State of California. (DIL.7)-Desirable</i>	
	<i>Copy and paste additional rows as necessary.</i>	

Exhibit V.6 Staffing Experience Matrix

Contractor Name:		
Staff Name:		
Proposed Role: <i>Development Lead (DL)</i>		
Project Name Client Name, Contact, & Number	Role and Type of Experience	Duration (in months)
	<input type="checkbox"/> <i>Experience managing the development effort of a complex IT system implementation project that has one-time costs of \$25 million or more. (DL.1)-Mandatory</i>	
	<input type="checkbox"/> <i>Experience in completing development activities in the specific technologies included in the Bidder's proposed system. (DL.2) - Mandatory</i>	
	<input type="checkbox"/> <i>Experience in defining and managing software configuration management processes. (DL.3) -Mandatory</i>	
	<i>Copy and paste additional rows as necessary.</i>	

Exhibit V.6 Staffing Experience Matrix

Contractor Name:		
Staff Name:		
Proposed Role: <i>Testing Lead (TestL)</i>		
Project Name Client Name, Contact, & Number	Role and Type of Experience	Duration (in months)
	<input type="checkbox"/> <i>Experience managing the testing effort of a complex IT system implementation effort. (TestL.1)-Mandatory</i>	
	<input type="checkbox"/> <i>Experience defining and implementing testing approaches and processes in multiple testing phases, (TestL.2) - Mandatory</i>	
	<input type="checkbox"/> <i>Experience in test planning and execution activities. (TestL.3) -Mandatory</i>	
	<input type="checkbox"/> <i>Experience in implementing a defect management process. (TestL.4) -Mandatory</i>	
	<i>Copy and paste additional rows as necessary.</i>	

Exhibit V.7 Bidder Staff Resume

Use one form for each of Bidder's six Proposed Key Project Team members; employment history should start with the most recent employment. Add additional pages as necessary.

Bidder Proposed Staff Name:		
Proposed Role:		
Individual educational achievements		
Institution Name:	Degree:	Year Graduated:
Certifications Achieved:		
Areas of Professional Expertise:		
Employment History		
Organization Name:		Title and Role:
Reference Contact Name & Title:		Contact Telephone #:
Years of Employment:	From:	To:

Bidder Proposed Staff Name:
Proposed Role:

Brief description of the activity, job duties, and the professional expertise applied:

Employment History

Organization Name:		Title and Role:
Reference Contact Name & Title:		Contact Telephone #:
Years of Employment:	From:	To:

Brief description of Job Duties:

Bidder Proposed Staff Name:
Proposed Role:

Employment History

Organization Name:		Title and Role:
Reference Contact Name & Title:		Contact Telephone #:
Years of Employment:	From:	To:

Brief description of Job Duties:

SECTION VII – COST TABLES

A. INTRODUCTION

ATTACHMENTS IN THIS SECTION SHALL NOT CONTAIN ANY COST FIGURES UNTIL SUBMITTED WITH THE BIDDER'S FINAL PROPOSAL. FOR THE FINAL PROPOSAL, ALL COST INFORMATION MUST BE SEPARATELY SEALED AND IDENTIFIED. (Refer to Section VIII - Proposal Format for instructions.)

The evaluation of solution costs will be based on the best value to the State, which includes costs as calculated according to the methodology in this section. It includes an escalation rate and adjustments as they specifically relate to the products and services to be obtained. Bidders must **itemize all costs, excluding taxes**, associated with their Final Proposal solution for the VoteCal Statewide Voter Registration System. The costs must include all proposed hardware, software, and services to be provided, and taxes although not itemized separately.

B. PAYMENT TERMS

Payment terms for VoteCal will be based on deliverables that have been accepted in writing by SOS. In cases where deliverables have been grouped together, payment will be made when all deliverables in that group have been completed and accepted. In no event will payment be made for a deliverable until the prior project phase has been completed and accepted. SOS will make payments to the Bidder only once a month for those deliverables that have been submitted to SOS for approval in writing and for which written acceptance/approval has been received during the previous month with a 20% withhold. The 20% withhold is payable upon successful completion of Phase VII.

1. VoteCal System Schedule of Deliverable Payments

Bidder will be paid a percentage of the total VoteCal System development and implementation cost (Cost Table VII.1) for completion and acceptance of deliverables according to the schedule below.

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost
PHASE 0 - ONGOING PROCESS TASKS AND DELIVERABLES <i>These deliverables are ongoing throughout the VoteCal System development and implementation project and are subject to monthly payments from Phase I through Phase VI, billable upon SOS acceptance of the Written Monthly Project Status report, the content of which will be derived from content of all other ongoing deliverables listed in this section. Total of payments across all months (Phase I through Phase VI) will not exceed 0.9% of the total contract amount.</i>		
0.1	Project Control and Status Reporting	
0.2	Maintain and Update Project Management Plans (as appropriate)	
0.3	Weekly Project Management Reports and Attend Weekly Project Meetings	

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VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost
0.4	Attend Project Meetings with Key Business Users, County Users, Election Management System (EMS) Vendors, Other State Agencies and SOS Management (as required)	
0.5	On-Going Issues Management and Risk Tracking	
0.6	Written Monthly Project Status Reports	
0.7	Change Control Processes	
0.8	Communications Processes	
PHASE I - PROJECT INITIATION AND PLANNING <i>Deliverables in this phase are not separably payable. Payment will be made upon successful completion of the entire phase, including SOS acceptance of all deliverables.</i>		
I.1	VoteCal Project Management Plan	
I.2	Integrated Project Schedule	
I.3	Quality Assurance Plan	
I.4	VoteCal Software Version Control and System Configuration Management Plan	
I.5	VoteCal System Organizational Change Management Plan	
I.6	VoteCal Requirements Traceability Matrix	
I.7	VoteCal System Project Kick-Off Meeting	
I.8	Ongoing Project Tasks	
I.9	Final Report for Phase I	
Phase Completion		5.000%
PHASE II – DESIGN <i>Acceptance and payment of some deliverables in this phase are contingent upon prior completion and acceptance of other deliverables where indicated below. The total of all deliverables in this phase is worth 18% of the total VoteCal System development and implementation cost.</i>		
II.1	VoteCal System Requirements Specification	0.900%
II.2	VoteCal System Functional Specification <i>(requires prior acceptance of deliverable II.1)</i>	1.800%
II.3	VoteCal System Detailed System Design Specifications <i>(requires prior acceptance of deliverable - II.2)</i>	3.600%
II.4	VoteCal System County EMS System Integration and Data Exchange Specifications Document <i>(requires prior acceptance of deliverables II.3 and II.6)</i>	0.900%
II.5	VoteCal System Detailed Requirements Traceability Matrix <i>(requires prior acceptance of deliverables II.4 and II.7)</i>	2.700%

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VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost
II.6	VoteCal System Technical Architecture Documentation (requires prior acceptance of deliverable II.2)	1.800%
II.7	VoteCal System Data Model and Data Dictionary (requires prior acceptance of deliverables II.3 and II.6)	1.800%
II.8	VoteCal System Data Integration Plan (requires prior acceptance of deliverables II.4 and II.7)	2.700%
II.9	VoteCal System Training Plan (requires prior acceptance of deliverable II.2)	0.450%
II.10	Ongoing Project Tasks	0.450%
II.11	Final Report for Phase II	
	Phase Completion	
PHASE III – DEVELOPMENT		
The total of all deliverables in this phase is worth 25% of the total VoteCal System development and implementation cost.		
III.1	VoteCal System Technical Environments Certification Report	6.250%
III.2	VoteCal System Test Plan	3.750%
III.3	Acceptance Test Plan for Certification of EMS System Data Integration and Compliance	1.875%
III.4	VoteCal System Organizational Change Management Plan Updated	1.250%
III.5	VoteCal System Implementation and Deployment Plan	3.750%
III.6	VoteCal System Delivery of Source Code and Source Code Reviews	7.500%
III.7	Ongoing Project Tasks	0.625%
III.8	Final Report for Phase III	
	Phase Completion	
PHASE IV – TESTING		
The total of all deliverables in this phase is worth 17% of the total VoteCal System development and implementation cost.		
IV.1	VoteCal System Pilot County Data Integration Completion and Report	4.250%
IV.2	VoteCal System Acceptance Test Completion, Results and Defect Resolution Report	7.650%
IV.3	VoteCal System Documentation	4.675%
IV.4	Ongoing Project Tasks	0.425%
IV.5	Final Report for Phase IV including delivery of VoteCal System Application Delivery of Source Code	
	Phase Completion	

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VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost
PHASE V – PILOT DEPLOYMENT AND TESTING <i>Deliverables in this phase must be completed and accepted in the order indicated below. The total of all deliverables in this phase is worth 15% of the total VoteCal System development and implementation cost.</i>		
V.1	Develop VoteCal System Training Materials and Complete Training Before the Pilot. (requires prior acceptance of deliverable IV.3, which must include Help Desk documentation)	4.500%
V.2	Conduct Pilot Testing and Provide Pilot Results Report	5.250%
V.3	Updated System, Documentation and Training Materials	3.750%
V.4	Revised/Updated System Deployment Plan	1.125%
V.5	Ongoing Project Tasks	
V.6	Final Report for Phase V including delivery of VoteCal System Application Source Code VoteCal System Delivery of Source Code Phase Completion	0.375%
PHASE VI – DEPLOYMENT AND CUTOVER <i>Acceptance and payment of some deliverables in this phase are contingent upon prior completion and acceptance of other deliverables where indicated below. The total of all deliverables in this phase is worth 15% of the total VoteCal System development and implementation cost.</i>		
VI.1	VoteCal System County Elections Staff Training Completed	3.750%
VI.2	Updated Training of SOS Staff	1.050%
VI.3	VoteCal System Level 1 Help Desk Implementation and Support	2.250%
VI.4	VoteCal System Remaining County Data Integration Completed and Tested for compliance and successful integration (requires prior acceptance of deliverables VI.1, VI.2, and VI.3)	6.450%
VI.5	VoteCal System Final Deployment Report (requires prior acceptance of deliverable VI.4)	1.125%
VI.6	Ongoing Project Tasks	
VI.7	Final Report for Phase VI including delivery of VoteCal System Application Source Code Phase Completion	0.375%
PHASE VII – FIRST YEAR OPERATIONS AND CLOSEOUT <i>The total of all deliverables in this phase is worth 5% of the total VoteCal System development and implementation cost.</i>		

VII.1	Provide Monthly Operations Support and Performance Reports <i>(Billable monthly)</i>	2.500%
VII.2	VoteCal System Final Documentation	1.750%
VII.3	Final SOS System Acceptance Sign-Off <u>including delivery of VoteCal System Application Source Code</u> VoteCal System Delivery of Source Code	
VII.4	Ongoing Project Tasks	
VII.5	Complete Contract Implementation Close-Out	0.750%

C. COST TABLE INSTRUCTIONS

Bidders are required to complete **all** cost tables for the VoteCal System. The tables are provided to the Bidders as Microsoft (MS) Word tables (without formulas). However, Bidders are responsible for all formulas they enter into the cost tables as being correct. Any error in calculation found will be corrected by the VoteCal Evaluation Team based on Section II.D.8.c. For purposes of completing cost tables, the following assumptions should be made:

- (1) A contract award will be made at the anticipated contract award date as described in Section I.F Key Action Dates.
- (2) The term of this contract is for implementation plus one (1) year warranty concurrent with one (1) year of maintenance and operations. Additionally, SOS may execute five (5) one-year options for hardware maintenance and operations and one (1) five-year option for software support.

Bidders must include all cost items used to implement their proposed VoteCal business solution in the Deliverable Cost Table VII.1.

D. COST TABLES AND INSTRUCTIONS

The following are instructions for completing each cost table. Each table must be completed in accordance with the instructions for that table.

COST TABLE VII.1 – VoteCal System Project Deliverables Cost

VOTECAL SYSTEM: DEVELOPMENT, IMPLEMENTATION AND 1 ST YEAR OPERATION	
TOTAL COST (A)	(A)\$

Enter Total (A) on COST TABLE VII.5 – VoteCal System Cost Summary.

Cost Table VII.2– VoteCal System 5-Year Hardware Maintenance and Operations Costs

The SOS has the option to purchase up to five (5) years of hardware maintenance and operations (M&O) in one-year increments. For each potential year of contracted services, list the hardware maintenance and operations costs for the VoteCal System. M&O costs must also include any ongoing hardware costs for version and firmware upgrades, end of life upgrades, and manufacturer support necessary to fulfill the services levels specified in the SOW, Appendix A, Attachment 1, Exhibit 4.

If SOS exercises the option to purchase extended hardware maintenance and operations, the contracted fees for such support will be payable monthly in arrears at one-twelfth of the applicable contracted annual rate. The SOS may not enter into this contract until the Contractor has completed all deliverables under the deployment and maintenance contract.

The maximum escalation rate is five percent (5%) per year.

COLUMN HEADING	INFORMATION TO BE ENTERED IN THAT COLUMN
Maintenance Year	Do not enter – already in cost table
Total Systems M&O Costs	Enter the total cost for systems maintenance and operations.

COST TABLE VII.2 – VoteCal System 5-Year Optional Hardware Maintenance and Operations Costs

The maximum escalation rate is five percent (5%) per year.

TABLE VII.2

Maintenance Year	Total Hardware M&O Cost
1	\$
2	\$
3	\$
4	\$
5	\$
5-Year Optional Hardware M&O Cost TOTAL (B)	(B) \$

Enter Total (B) on COST TABLE VII.5 – VoteCal System Cost Summary.

Cost Table VII.3 – VoteCal System Software Support Costs

SOS will have the option to contract for software support of the VoteCal System application solution developed for SOS for a period of five (5) years. These additional years will begin after the closure of the first year of warranty that is concurrent with one year of maintenance and operations (Phase VII).

Software support costs should reflect the support levels required to meet VoteCal service levels as specified in the SOW, Appendix A, Attachment 1, Exhibit 5. If the Bidder is awarded a contract for the 5-year extension, this extension will also cover support² for any platform software associated with the solution.

If SOS exercises the option to purchase extended software support, the contracted fees for such support will be payable monthly in arrears at one-twelfth the applicable contracted annual rate.

The maximum escalation rate is five percent (5%) per year.

COLUMN HEADING	INFORMATION TO BE ENTERED IN THAT COLUMN
Software Support Year #	Do not enter – already in cost table.
Annual Support Cost*	Enter the annual cost of this item.
Total 5-Year VoteCal System Software Support Costs	Total all the line items in the cost column and enter total.

²SOS will provide the platform software licenses after the solution's 1st Year of Operations.

COST TABLE VII.3 – VoteCal System Software Support Costs

The maximum escalation rate is five percent (5%) per year.

Software Support Year	Annual VoteCal Systems Software Support Cost
1	\$
2	\$
3	\$
4	\$
5	\$
Total 5-Year VoteCal System Software Support Costs (C)	(C)\$

Enter Total (C) on COST TABLE VII.5 – VoteCal System Cost Summary

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**Information Table VII.4 – VoteCal System On-Going Platform Software Licensing Costs
(information only)**

This table must contain the Bidder's estimate of on-going licensing costs for all VoteCal System platform software items proposed for the Project for each of the five years following the Project's closure.

SOS will purchase the necessary platform software license renewals separately from the solution support 5-year contract extension with the Bidder. If the 5-year extension is contracted, Bidder will be responsible for operational support of the VoteCal application environments, including platform software.

COLUMN HEADING	INFORMATION TO BE ENTERED IN THAT COLUMN
Item #	Do not enter – already in cost table.
Product Name	Enter the product name for each platform software product.
# of licenses	Enter the total number of licenses to be maintained.
On-going License Fee Cost By Maintenance Year per Item	Enter the ongoing fee estimate. Assume escalation will not exceed 5% per year.
Total On-Going Fees by Line Item	Multiply the # of this Item by the Total # of Months Required and multiply this product by the On-Going Software Cost Per Month Per Item and enter the sum in this column.
Total VoteCal System On-Going Platform Software Licensing Cost	Add up the Total Cost column and enter the sum.

COST TABLE VII.4 – VOTECAL SYSTEM ON-GOING PLATFORM SOFTWARE LICENSING COSTS (information only)

Use additional pages if necessary.

The maximum escalation rate is five percent (5%) per year.

			Cost by Maintenance Year					
Item #	Product Name	# of licenses	1	2	3	4	5	Total Platform Software Licensing Cost
1			\$	\$	\$	\$	\$	\$
2			\$	\$	\$	\$	\$	\$
3			\$	\$	\$	\$	\$	\$
4			\$	\$	\$	\$	\$	\$
5			\$	\$	\$	\$	\$	\$
6			\$	\$	\$	\$	\$	\$
7			\$	\$	\$	\$	\$	\$
8			\$	\$	\$	\$	\$	\$
9			\$	\$	\$	\$	\$	\$
10			\$	\$	\$	\$	\$	\$
11			\$	\$	\$	\$	\$	\$
12			\$	\$	\$	\$	\$	\$
13			\$	\$	\$	\$	\$	\$
Total VoteCal System On-Going Platform Software Licensing Costs								\$

All products with zero costs are considered perpetual licenses.

Cost Table VII.5 – VoteCal System Cost Summary

Enter the Total Cost (bottom line totals) from each of the previous Cost Tables.

COLUMN HEADING	INFORMATION TO BE ENTERED
Cost Table #	Do not enter – already in cost table
Total cost from each cost table	Enter the Total from the listed table
Total VoteCal System Project Cost	Enter the sum of all items in the Total Column

COST TABLE VII.5 – VoteCal System Cost Summary

Cost Table	Total Cost from Each Cost Table
Cost Table VII.1 – Total for VoteCal System Project Deliverables Cost (A)	(A) \$
Cost Table VII.2 – Total VoteCal 5-Year Hardware Maintenance and Operations Costs (B)	(B) \$
Cost Table VII.3 – VoteCal System Software Support Costs (C)	(C)\$
Total VoteCal System Project Cost	(D)\$

Cost Table VII.6 – Bidder Staff Hourly Rates

The Bidder must propose staff hourly rates by Bidder staff classification for staff classifications proposed for the VoteCal Project, which are effective for the life of the contract and will be used when preparing estimates and calculating costs for Unanticipated Tasks as indicated in the Attachment 1, SOW. (NOTE: The State fiscal year runs from July 1 through June 30 of the following year.)

COLUMN HEADING	INFORMATION TO BE ENTERED IN THAT COLUMN
Item #	Do not enter – already in cost table
Bidder Staff Classification	Enter the Bidder staff classification (e.g., Senior Programmer, Network Specialist, Trainer, etc.).
Hourly Rate for FY 2011-2012	Enter the Bidder staff classification hourly rate for this Fiscal Year.*
Hourly Rate for FY 2012-2013	Enter the Bidder staff classification hourly rate for this Fiscal Year.*
Hourly Rate for FY 2013-2014	Enter the Bidder staff classification hourly rate for this Fiscal Year.*
Hourly Rate for FY 2014-2015	Enter the Bidder staff classification hourly rate for this Fiscal Year.*
Hourly Rate for FY 2015-2016	Enter the Bidder staff classification hourly rate for this Fiscal Year.*
Hourly Rate for FY 2016-2017	Enter the Bidder staff classification hourly rate for this Fiscal Year.*
Hourly Rate for FY 2017-2018	Enter the Bidder staff classification hourly rate for this Fiscal Year.*

The maximum escalation rate is five percent (5%) per year.

COST TABLE VII.6 - BIDDER STAFF HOURLY RATES

(For informational purposes only—not included for evaluation purposes.)

Item #	Bidder Staff Classification	Hourly Rate for FY 2011- 2012	Hourly Rate for FY2012- 13	Hourly Rate for FY 2013- 2014	Hourly Rate for FY2014- 2015	Hourly Rate for FY 2015- 2016	Hourly Rate for FY 2016- 2017	Hourly Rate for FY 2017- 2018
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								

The maximum escalation rate is five percent (5%) per year.

ATTACHMENT 1 - STATEMENT OF WORK

1. General

- (a) This Statement of Work (SOW) defines the tasks needed to implement and support the Secretary of State (SOS) VoteCal Statewide Voter Registration System Project (VoteCal); it also establishes responsibilities for completing these tasks.
- (b) For work that has been identified, the attached Task Schedules define and authorize such work on a Fixed Price basis, with a guarantee of task completion.
- (c) For additional work, not foreseen at the time this Agreement is executed, Work Authorizations (Exhibit I) will define and authorize such work.
- (d) The term of this contract is for implementation plus one (1) year warranty concurrent with one (1) year of maintenance and operations. Additionally, SOS may execute five (5) one-year options for hardware maintenance and operations and one (1) five-year option for software support.
- (e) The state may, at its sole option, choose to exercise the extensions to the maintenance and operations agreement at the contract price; however, if the state has not received and accepted all required updated documentation, the contractor may not be awarded a contract for further maintenance and operations of the system.
- (f) All ~~VoteCal~~VoteCal System software components must be fully supported by their manufacturer with no published end of life for any product at the time of deployment.
- (g) All software development tools proposed for use in developing and implementing ~~VoteCal~~the VoteCal System must be fully supported by their manufacturer with no published end of life for any product at the time use of tools begins.
- (h) All VoteCal System hardware components must be fully supported by their manufacturer with no published end of life for any product at the time of deployment.

2. Contractor's Responsibilities

- (a) Contractor shall make available personnel as listed on their Final Proposal Staffing Plan for the purpose of providing the services required to accomplish the tasks prescribed in the Task Schedules. Each task and deliverable will be considered complete only after formal review, approval, and acceptance in writing by the SOS Project Director that the deliverable has been delivered in accordance with the requirements set forth in the SOW. The Bidder may only invoice for the completion of each phase upon acceptance of all deliverables in that phase in accordance with Exhibit 2 (less the payment withhold of 20%).
- (b) Each Task Schedule contains at a minimum, a description of the task, a statement of Contractor's responsibilities and a list of deliverable items. All Tasks and Deliverables shall be provided for the fixed price listed in this Agreement.
- (c) Contractor agrees to perform the services for which it and all subcontractors are responsible, to accomplish this work in the manner and time stated in the Task Schedules, and to provide the deliverable items as required.
- (d) The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing subcontractor's termination. If this should occur, the Contractor should be aware that the SOS Project Manager or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s) and hire of the new subcontractor(s). This also includes any changes made between submittal of the

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final proposal and actual start of the contract. All replacement subcontractor(s) are subject to a corporate reference check. The corporate reference check must produce a good reference and demonstrate a strong probability of successful performance by the subcontractor(s). The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new subcontractor(s) ready to begin work on the contract.

- (e) The Contractor must designate one project representative to oversee the management and requirements of the contract. The Contractor's project representative will work directly with the SOS Project Manager.
- (f) The Contractor must provide staff to support required project roles, work activities, and management of their respective teams based on this Statement of Work.
- (g) The Contractor shall cooperate with any third-party contracted by the State to provide additional project support services.
- (h) The Contractor will package (final copies) and deliver all project documentation, deliverables, or other materials for deposit into the Project Library.
- (i) The Contractor will work directly with the State to determine changes that will be required to existing systems to support the project.
- (j) The Contractor must store all non-software project artifacts in the project's Microsoft SharePoint project library.
- (k) The services provided by Contractor to accomplish the SOW shall be under the control, management, and supervision of Contractor, including any subcontractors or off-site Contractor staff (if applicable).

3. Contractor Personnel

- (a) SOS requires that analysis, design, development, testing, and training development activities be performed exclusively at the SOS offices in Sacramento. The key Bidder staff consisting of Project Manager, Business Lead, Technical Lead, Development Lead, Testing Lead, and Data Integration Lead must work exclusively at the SOS office. No work shall be performed offshore. If Contractor identifies potential tasks that may be accomplished off-site without adversely affecting the project, the VoteCal Project Director or designee may grant exceptions based on Contractor's written request and justification, submitted in writing at least three business days prior to beginning work off-site. However, Contractor must make off-site staff available to work at SOS headquarters at SOS's request. If SOS so requests, all expenses (e.g., food, transportation, housing, etc.) to bring the off-site staff to the VoteCal office space will be Contractor's responsibility.
- (b) SOS reserves the right to disapprove the continuing assignment of Contractor key personnel provided under this Contract. Contractor will make every reasonable effort to provide appropriately qualified replacement personnel in a timely manner. The proposed replacement staff must have the same or higher-level skills and experience as that which is stated in the Request for Proposals. Contractor must request approval of replacement staff in writing at least three business days before they begin work on the project. SOS reserves the right to disapprove replacement or additional staff before they start on the project.
- (c) Contractor will provide the individuals proposed in key roles (Project Manager, Business Lead, Technical Lead, Development Lead, Testing Lead, and Data Integration Lead) for the duration of their role on the project if those individuals are still in the employ of the Contractor. SOS recognizes that a resignation or other events may cause Contractor project team members to be unavailable. VoteCal Project Director reserves the right to approve or deny all Contractors' proposed replacement project team members. The

proposed replacement staff must have the same or higher-level skills and experience as that which is stated in the Request for Proposal. Contractor must request approval from Project Director of replacement staff in writing at least three business days before they begin work on the project. SOS reserves the right to disapprove replacement or additional staff before they start on the project.

4. Work Standards

Contractor personnel shall adhere to the following work standards for the project:

- (a) Contractor will use Microsoft Office 2003 and Microsoft Project 2007. Contractor shall upgrade commercial software versions at no cost to the State to remain compatible.
- (b) Contractor will comply with SOS security restrictions related to the access of the SOS facilities. SOS must agree to any exceptions to the established practices in writing.
- (c) Contractor will maintain the Project Schedule in MS Project 2007 or an automated tool accepted in writing by SOS.
- (d) Contractor will manage all project documentation in automated tools acceptable to SOS.
- (e) All required project records and documentation must be maintained in the SOS project repository in electronic format (such as MS Word, MS Excel or editable PDF) or in hardcopy where soft copy is unavailable.
- (f) The Contractor must comply with project management industry standards (i.e. PMI, PMBOK) including the State Information Management Manual Project Oversight Framework and IEEE when designated by the SOS.

5. Responsibilities of SOS

- (a) The SOS Project Director will oversee and manage this contract. The Project Director will work with the Contractor to facilitate successful completion of Contractor's obligations, will review and accept deliverables in accordance with contract terms, will accept staffing changes, and will resolve contract issues in a timely manner.
- (b) The State will be responsible for the overall management of the project Governance Structure that includes an Executive Steering Committee and Project Management Office, and serves as the primary contact for each.
- (c) The State will maintain a comprehensive project office to support the project infrastructure to manage the day to day operations, including onboard of project staff, budget/fiscal controls, contract management, State reporting, recruitment.
- (d) The State will be responsible for the delivery of project communications.
- (e) The State will serve as the representative of the Project in meetings, presentations, etc.
- (f) The State will provide knowledge of all relevant State processes, policies, and regulations not related to voter registration.
- (g) The State will be responsible for administering and maintaining the project library for deposit of project deliverable documents. The project library will be comprised of both hard copy and electronic documents.
- (h) The State will continue to support existing legacy systems.
- (i) For work performed at SOS premises, SOS shall provide the following work environment, provided that all onsite contractor personnel agree in writing to SOS and State acceptable use policies:
 - (i) Up to 6 contractor workstations and work space for Contractor staff; and,

- (ii) Access to printers, copiers, telephone, and desktop computers with approved SOS applications.
- (j) SOS is responsible for providing required information, data, and documentation, in its current form, as specified in the Request for Proposal, the VoteCal Bidder's Library, and access to program staff to facilitate Contractor's performance of the work. VoteCal Project Director or designee shall provide additional assistance and services as specifically set forth in the Exhibit 2, Tasks.
- (k) VoteCal Project Director (or designee) shall ensure the performance and availability of SOS personnel under this SOW and is the sole individual to whom all official communications relative to this SOW will be addressed.
- (l) At the end of the warranty and maintenance period of this Agreement, SOS IT staff intends to assume primary responsibility for maintaining the implemented solution with Contractor maintenance and support unless the SOS awards the extension of the maintenance contract.

6. Full System Acceptance

Upon completion of Testing (Deliverable IV.2), the SOS Project Director will make a recommendation to the Executive Steering Committee (ESC), based on input from the Project Manager, on whether or not to accept the system.

The system acceptance criteria will include, but not be limited to, components such as:

- (a) Completion of all testing phases described in the Statement of Work, with no open incidents as defined in the Testing Plan.
- (b) Acceptance of all production deployment phases (i.e., all California counties are using ~~VoteCal~~The VoteCal System as the system of record).
- (c) Completion of Acceptance Testing (Deliverable IV.2).
- (d) Submission of an Action Plan stating how the Contractor will address any remaining errors or anomalies from the testing or roll-out phases.
- (e) Submission of all contract deliverables up through System Acceptance.
- (f) Satisfaction of all mandatory system requirements.
- (g) Satisfaction of all terms and conditions of the contract.

7. Warranty Period

The one year of warranty and maintenance and operations provided for in Phase VII shall commence immediately upon completion of Phase VI.

8. Unanticipated Tasks

The Contractor will include all hardware and software necessary to provide the functionality and performance specified in the solicitation and contractually obligated in the proposal. Any additional software and hardware not included in the proposal, but determined necessary or required to meet contract and proposed functionality and performance will be acquired at the sole expense of the contractor and will become the property of the SOS once delivered, installed and accepted. SOS will only reimburse the Contractor for hardware and software components specifically included and costed in the proposal, unless the additional components are required to implement an approved change order.

If additional work must be performed that was wholly unanticipated and was not identified in either the RFP or Contractor's proposal in response, but which, in the opinion of the SOS, is

necessary to the accomplishment of the general scope of work outlined, the following procedures will be employed. At SOS sole option, and subject to SOS approvals and procedures as described in paragraphs 8(a) through 8(f) below, up to ten percent (10%) of the total contract amount may be added to the contract as funding for unanticipated tasks. Unanticipated tasks, if approved by SOS, will be authorized through work authorizations and amendment to this Contract, as described in paragraphs 8(a) through 8(f) below. **The Bidder's Proposal shall not include description of unanticipated tasks, and shall not include costs for unanticipated tasks.**

- (a) For each item of unanticipated work, the SOS Project Change Control Process will be used. When the Change Control Request from this process is approved, a Work Authorization will be prepared by the Contractor in accordance with the sample attached as SOW, Exhibit 1. All Contractor rates have been established by Contractor staff classification in Cost Table VII.6, Bidder Staff Hourly Rates. Unless otherwise agreed by both parties the contractor Work Authorization will be for a fixed price for the delivery of the change.
- (b) It is understood and agreed by both parties to this SOW that all of the Terms and Conditions of this SOW shall remain in force with the inclusion of any additional Work Authorization. Such Work Authorization shall in no way constitute an Agreement other than as provided pursuant to this SOW nor in any way amend any of the other provisions of this Agreement.
- (c) Each Work Authorization shall be prepared in accordance with Exhibit 1, Sample Work Authorization.
- (d) The State shall draft an amendment based on the Work Authorization that shall include:
 - 1. Complete description of the work to be performed
 - 2. Schedule for the work to be performed
 - 3. Contractor resource classifications that will be used to perform the work
 - 4. Deliverables to be produced
- (e) If, while performing the work, Contractor determines that a Work Authorization to be performed under this Agreement, which was accepted as an estimate rather than a fixed price for the deliverable, cannot be completed within the estimated labor hours, Contractor will immediately notify SOS in writing of Contractor's estimate of the labor hours and additional cost which will be required to complete the Work Authorization in full. Upon receipt of such notification, SOS may elect to:
 - 1. Authorize Contractor to expend the estimated additional labor hours in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld); or,
 - 2. Terminate the Work Authorization; or,
 - 3. Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated labor hours.
- (f) Contractor shall not initiate work effort for Work Authorizations until authorized in writing by SOS, DGS and is in amendment to the Contract.

9. Change Control Procedures

Either the SOS or the Contractor may request changes to this SOW at any time. Because such changes could significantly affect the cost or other critical aspects of the work being performed, both the SOS and the Contractor must accept each change request prior to implementation.

The following change control procedure will be used except as superseded by written mutual agreement in the SOS' Change Control Plan:

- a) A Change Request (CR) prepared pursuant to the Change Control Plan will be the vehicle for communicating change.
- b) A CR must describe the requested change; the rationale for the change, and any anticipated effect the change will have on the schedule and budget.
- c) Resolution of open issues concerning the definition, submission, acceptance, rejection, or implementation of all CRs will occur via resolution process mutually selected by and agreeable to the SOS and the Contractor.

10. Problem Escalation

Should the Contractor Project Manager and the SOS Project Manager not be able to agree on a resolution to any particular issue, the Contractor and the State agree to raise the issue to the SOS Project Director prior to the assertion of rights under the Contract's Dispute provisions (Attachment 2, IT General Provisions, paragraph 41). The Project Director will decide on a resolution within ten (10) State business days of being made aware of the issue. The Project Director will use whatever resources it deems necessary to seek a rapid and just resolution to an issue at the Project Director level. If resolution cannot be reached at the Project Director level within the time frame prescribed above, either party may assert its other rights and remedies as provided by the contract.

11. Deliverables

a) Acceptance

Acceptance of ~~VoteCal~~ the VoteCal System will be governed by this Statement of Work. Acceptance is conditioned on compliance with all contract requirements.

The VoteCal team will be responsible for reviewing each deliverable. The State's review time will be as documented in the DED but will be at least ~~five-ten (510)~~ business days, without concurrent review of deliverables. Should revisions to the document be required by the State, the Contractor will receive written notification of changes and reflect them in the document within five (5) business days of receiving the changes. The State may, at its discretion, allow a period longer than five (5) business days in consideration of the scope of the change. The Contractor must not change a deliverable that has been accepted by the State without the approval of the State.

State acceptance will be based upon the following:

- 1. The deliverable will address all components required by the contract and any areas agreed upon subsequently through meetings and planning sessions.
- 2. Deliverable documents will be comprehensive in level of detail and quality as defined in this SOW and the DED.
- 3. Deliverable documents will be organized in a structured manner and be professional in presentation.
- 4. Deliverable documents will be consistent in style and quality. This means if the document is the composite work of many people within the Contractor's organization, the document will be edited for style and consistency.

b) Deliverable Expectation Development (DED)

The DED for each deliverable will be drafted by the Contractor, using the template provided in SOW Exhibit 3, Sample Deliverable Expectation Document Template. This process will establish expectations on all sides regarding the appropriate standards, format, content, number of copies, and acceptance criteria for the deliverables. This process can start as early as the phase visioning sessions where the Contractor will present the vision for the subsequent phases and SOS will provide detailed and collaborative feedback during the visioning sessions. At a high level, the vision for the

phase deliverables will be identified and will serve as the input for the draft phase DEDs. Contractor will submit each DED to SOS according to the Project Management Plan and the Integrated Project Schedule. SOS will review the draft DED within 5 business days and if needed, will propose changes to improve the content relative to the particular deliverable. The Contractor will incorporate the feedback into the DED and resubmit the final DED to SOS for approval within five (5) business days. The DED will serve as the established acceptance criteria by which SOS will formally accept or reject deliverables.

Each DED will contain the following:

1. An annotated outline of the Deliverable, table of contents, sample format and sample pages and general description of the information that will be contained in the Deliverable.
2. Time frames for activities related to the Deliverable, including without limitation dates for the Deliverable consistent with the Schedule;
3. Proposed State review timeframes for the Deliverable consistent with the Integrated Project Schedule;
4. Contractor correction time frames for the Deliverable;
5. Deliverable objectives; and
6. Acceptance Criteria which are consistent with the Requirements of this Contract and prior Deliverables and communications between the parties.

DED Revisions

Following established Change Control procedures, the Contractor may recommend changes to the approved DED as warranted to improve the submission of a particular deliverable, subject to approval by SOS. SOS may also propose changes to the approved DED to improve its content relative to a particular deliverable, subject to agreement by the Contractor.

c) Contractor Formal Transmittal of Deliverables

Contractor shall submit for review and approval a formal transmittal letter from Contractor's Project Manager addressed to VoteCal Project Director (or designee) for each deliverable for the purpose of acceptance. The deliverable must contain an Approval Page, which indicates the date submitted, to whom submitted, deliverable author, and title of the deliverable. The DED prepared for the specific deliverable approval must be attached to the transmittal.

Each Deliverable submitted to the VoteCal Project Manager for review and Acceptance shall have a cover letter from the Contractor. The cover letter shall contain the following Certification: "I certify that this Deliverable has been prepared in accordance with the relevant terms and conditions of the VoteCal Contract and conforms to and meets its applicable Acceptance Criteria." The cover letter shall also contain a Certification that the Contractor has performed an internal quality assurance review of the Deliverable. Deliverables shall be signed as complete by a Contractor representative who is authorized to sign legal documents for the company.

Unless otherwise permitted by the Project Management Plan, work on subsequent Deliverables may not proceed prior to the State's formal Acceptance of the preceding Deliverables. However, if Contractor elects to proceed with work on subsequent Deliverables prior to such Acceptance of preceding Deliverables, the Contractor may involve no VoteCal team members other than Contractor staff in such Work unless approved by the SOS Project Director and, with or without the State's approval, Contractor shall proceed with such Work at Contractor's sole risk and understanding Contractor may need to repeat previously performed Work without payment therefor by the State.

d) SOS Approval of Deliverables

Detailed deliverable acceptance criteria will be developed in the DED based on the type of deliverable being reviewed in accordance with any applicable standards or SOS-approved equivalent for that deliverable.

Conformance with Acceptance Criteria

Contractor will provide all Deliverables in complete form no later than the dates indicated in the Schedule. Deliverables must be presented to the State consistent with the standards in the VoteCal contract. The Deliverables shall include, without limitation, plans, designs, other non-Software Deliverables, and Software with complete or partial functionality as described in Section VI – Project Management, Business, and Technical Requirements. Upon delivery of a Deliverable and receipt of Certification from Contractor that the Deliverable meets its Acceptance Criteria, State will, with Contractor's assistance, promptly review or perform Acceptance Tests on the Deliverable, as applicable, to determine whether the Deliverable conforms to its Acceptance Criteria. State will provide Acceptance for a Deliverable if it has no Deficiencies.

By submitting a Deliverable, Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner which will, in concert with other tasks, meet the Specifications stated or referred to in the Contract. The parties acknowledge and agree that the State's Acceptance of a Deliverable indicates only that it has reviewed the Deliverable and detected no Deficiencies at that time and that the State's Acceptance of a Deliverable does not discharge any of Contractor's obligation to insure comprehensiveness, functionality, effectiveness or Certification of the VoteCal Solution System as a whole.

e) SOS Review Time for Contractor Document Deliverables

SOS review time for document deliverables will be determined at the time the deliverable DED is developed and will be based on the type and complexity of said deliverable. At a minimum, SOS will require 5 State business days for review, comment and approval on a deliverable. Contractor should expect that deliverables that are more complex and/or over 100 pages will require a minimum of 10 State business days. Changes to these review times should be discussed during the DED review period and mutually agreed upon by both parties.

f) Rejection of Deliverables

1. **Deficiency Correction.** If a Deficiency is found, State will notify Contractor in an email or other document of the deficiencies used as grounds for State's decision not to give Acceptance. Contractor shall correct Deficiencies and resubmit a corrected Deliverable to State which will review or perform acceptance tests on the Deliverable to verify whether the Deliverable lacks Deficiencies and in writing shall either give its acceptance or reject it following such review or acceptance tests. Contractor's times for correcting Deficiencies and State's review of Deliverables shall be in accordance with the timeframes set therefore in the Integrated Project Schedule or other contract documents. If time periods for correcting deficiencies by Contractor, reviewing and retesting corrected Deliverables, and notifying Contractor of Deficiencies are unspecified, each such time period shall be ten (10) business days.
2. **Remedies for Deficiencies.** If Contractor is unable to correct all Deficiencies within the number of days indicated following the Deliverable's scheduled acceptance, or if no such date is specified, within sixty (60) calendar days from such scheduled acceptance, State may, at its option: (a) continue reviewing or performing acceptance tests on the deliverable and require Contractor to

continue until deficiencies are corrected or eliminated; (b) request Contractor to provide, at its expense, a replacement deliverable for further review or acceptance tests; (c) set-off from the purchase price to the extent State determines the deficiencies for the Deliverable have not been corrected and/or provide full or conditional acceptance for the applicable Deliverable; or (d) terminate this Contract, in whole or in part after providing notice of default to Contractor. ~~In the event State terminates the contract as provided herein, Contractor shall return to State all amounts paid by State for Products.~~

g) Inspection of Work in Progress

Contractor agrees that the SOS Project Director or designee, the Independent Project Oversight Contractor, or Independent Validation and Verification shall have the authority to inspect any and all of Contractor's work in progress. The purpose of such inspections will be to verify project progress as reported by Contractor and to ensure that work products are in conformity with requirements or Agreement provisions. If, upon such inspection, the SOS or IPOC identify significant deviations from progress reported by the Contractor, the SOS Project Executive Steering Committee may require the Contractor to submit a corrective action plan within five (5) business days for consideration and approval by the SOS Project Executive Steering Committee. The Chair of the SOS Project Steering Committee may, at his or her sole discretion, order that project activities be suspended until the corrective action plan is approved and implemented.

12. Software Provisions

(a) Platform Software

These provisions apply to generally available Platform Software included in the completed VoteCal ~~system~~System. Platform software shall mean commercially or publicly available products that perform the following functions:

- operating system,
- database management,
- message switching,
- backup/restore,
- security,
- access control,
- encryption,
- intrusion prevention,
- performance monitoring,
- troubleshooting,
- source code compilation and run-time libraries,
- debugging,
- storage management tools, and
- any other system component which is commercially or publicly available ~~through multiple resellers, that has not been modified for use in the VoteCal system,~~ and for which configuration is within manufacturer's published, customer-configurable options.

These provisions do not apply to any portion of the VoteCal System Application Software (as described below) developed or otherwise provided to the State under this Contract.

1. License Grant

- (a) Contractor hereby grants to the State and the State accepts from Contractor, subject to the terms and conditions of this Contract, a non-

exclusive, ~~non-transferable~~ license to use and copy Platform Software as outlined below. (hereinafter referred to as "Platform Software").

(b) ~~For the purpose of operational disaster recovery, the~~ State may use ~~and reproduce~~ the Platform Software in the conduct of its own business, and any division thereof. The license granted above authorizes the State to use the Platform Software in machine-readable form on the Commercial Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Platform Software, in machine-readable form, on any other State CPU until the designated CPU is returned to operation. The license herein granted shall also be temporarily extended to authorize the State to use the Platform Software, in machine-readable form, on any other State CPU for up to 7 days per calendar year to allow the state to test the ability to operate in the event that the designated CPU is inoperative, and to facilitate system maintenance.

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~~(b) The license granted above authorizes the State to use the Platform Software in machine-readable form on the Commercial Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Platform Software, in machine-readable form, on any other State CPU until the designated CPU is returned to operation. The license herein granted shall also be temporarily extended to authorize the State to use the Platform Software, in machine-readable form, on any other State CPU for up to 7 days per calendar year to allow the state to test the ability to operate in the event that the designated CPU is inoperative, and to facilitate system maintenance.~~

(c) By prior written notice, the State may redesignate the CPU in which the Software is to be used. The redesignation will be effective upon the date specified in the notice of redesignation.

2. Encryption/CPU ID Authorization Codes

(a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Platform Software, the Contractor will provide all codes to the State with delivery of the Software.

(b) In case of an inoperative CPU as defined in paragraph 1c above, Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation, and to allow the State to test the alternate CPU or perform maintenance on the designated CPU, as described in 1 c above.

When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as a permanent code is assigned.

3. Fees and Charges

The State's assumption of ownership of Platform Software Product licenses will be effective upon payment of the invoice(s) for all deliverables through the end of Phase VII - First Year Operations and Closeout. Contractor will be responsible for payment of any recurring license charges until the completion of the warranty period as established in the Statement(s) of Work.

4. Maintenance

The maintenance and support of any Platform Software products delivered to the State shall be provided, through Phase VII – First year Operations and Closeout and any optional additional years of maintenance and operations.

(a) The correction of any residual errors in any Platform Software that may be discovered by Contractor or by the State will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this contract. Suspected errors discovered by the State in the Platform Software will be handled by the following procedures:

- 1) A listing of the output and a copy of the identical input data in machine-readable form will be submitted to Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error condition was noted.
- 2) Errors in the Platform Software as verified by Contractor will be corrected by providing a new copy of said Platform Software (or of the affected portions) in machine-readable form.

The Contractor shall attempt to correct Platform Software errors within a maximum of ten (10) State business days.

(b) Contractor will be responsible for isolating and correcting error conditions caused by the State's particular Hardware or Operating System unless the State has modified or substituted Hardware or Operating System for those components supplied under this contract. If the State has modified or substituted Hardware or Operating System for those components supplied under this contract, the Contractor will be available to assist the State in isolating and correcting error conditions caused by the State's particular Hardware or Operating System at rates in accordance with the Statement of Work.

(c) If Contractor is called upon by State to correct an error caused by State's negligence, modification by State, State supplied data, Machine or operator failure, or due to any other cause not inherent in the original Platform Software, Contractor reserves the right to charge State for such service on a time and material basis, or rates in accordance with the Statement of Work.

5. Acceptance of Software

Any integrated Platform Software for the VoteCal ~~system~~ System must be purchased by and licensed to the Contractor. All required licenses purchased by the Prime Contractor shall include written acceptance by the Platform Software provider of the Third Party COTS General Provisions dated July 15, 2008: (<http://www.documents.dgs.ca.gov/pd/TAS/SICOTSSWGP071508.pdf>).

Contractor agrees to provide to the SOS this written acceptance and copies of the software licensing agreement(s) no later than implementation acceptance. Implementation acceptance is conditioned upon receipt and approval of these

documents. Software licensing terms and conditions provided by Contractor which are not in conflict with the Third Party COTS General Provisions dated July 15, 2008, and/or California law will be accepted by the SOS, provided however that any licensing clause, term or condition representing that the license is superior to or takes precedence over other articles, attachments, specifications, provisions, contracts, terms or conditions shall be stricken and shall have no legal effect.

Contractor shall hold all licenses until ~~implementation acceptance~~ the end of Phase VII - First Year Operations and Closeout at which time the Contractor shall transfer all licenses ~~After Phase VII - First Year Operations and Closeout the licenses shall automatically pass to SOS at no additional cost. Upon request by SOS~~ and in the event that Contractor fails to perform on the contract, Contractor shall immediately grant-transfer all software licenses to SOS upon request by SOS as provided in the State's 401-IT General Provisions #23 (Termination for Default).

SOS reserves the right to waive these requirements on a case-by-case basis, at the SOS's sole discretion, if it is in the best interest of the State.

(b) VoteCal System Application Software

The definition of VoteCal application ~~System Application~~ software includes any application software or non-commercially or publicly available products that perform the functions described in Section 12(a) or that are any application software that is developed or otherwise provided by the Contractor to meet the requirements of this contract for the VoteCal System Application. This provision does not apply to Platform Software, as described above to meet the business functional requirements in this contract for the VoteCal System Application. VoteCal aSystem Application system software is not a work product as defined in Attachment 2, IT General Provisions, Provision 37(a).

1. License Grant-Transfer of Ownership

(a) Contractor ~~hereby shall grants assigns and transfers~~ to the State and the State accepts from Contractor at the end of Phase VII - First Year Operations and Closeout, subject to the terms and conditions of this Contract, a non-exclusive, perpetual license to use, modify and copy the all right, title and interest in and to the VoteCal System Application Software listed in this Statement of Work of this Contract (hereinafter referred to as "VoteCal Application").

(b) ~~State, and any other governmental entity within California, may use the VoteCal Application in the management and processing of voter registration and elections management. In no event shall the State or any division thereof resell, re-license, or use the VoteCal Application for purposes other than the management or processing of voter registration and elections management by governmental entities in California.~~

(b) Except as limited above, the license granted above authorizes the State to use the VoteCal Application on any computer system for any government purpose in California, and to modify the software, or to adapt the software in whole or in part for any government purpose in California. Contractor shall take all actions necessary and transfer ownership of the VoteCal System Application software to the State at the end of Phase VII - First Year Operations and Closeout upon its Acceptance. As between the parties, the VoteCal Application VoteCal System Application software shall be deemed a work made for hire of the State for all purposes of copyright

law, and copyright shall belong solely to the State. In the event that the ~~VoteCal Application~~VoteCal System Application software is adjudged to be not a work made for hire, Contractor agrees to assign, and hereby assigns, all copyright in such work to the State. Contractor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such work in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such work. Contractor also agrees to waive and not assert any moral rights it may have in any such works.

(e)–

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2. Encryption/CPU ID Authorization Codes

The Contractor shall not apply any encryption or CPU ID authorization code capability to the ~~VoteCal Application~~VoteCal System Application software that in any way restricts the ability of the State to install and use the VoteCal Application System on any Hardware or Operating System, nor shall the Contractor apply any mechanism that limits the period of usability of the VoteCal System Application or the VoteCal System.

3. Fees and Charges

Upon acceptance of the VoteCal System Application software by State, in accordance with the Statement of Work, State will pay the contracted fees for the development and use of the VoteCal System Application software. Upon payment of the onetime contracted fee, the license grant to the state will be perpetual without recurring use charges and is not dependent upon the State's continuing to contract for software maintenance of the VoteCal System Application software or the VoteCal System.

4. Maintenance

- (a) The correction of any residual errors in any VoteCal System Application software that may be discovered by Contractor or by the State during Phase VII (First Year Operations and Closeout) will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this contract.
- (b) During the period of contracted software maintenance, the Contractor will at no additional charge:
 - 1) Correct all errors affecting business functions identified by the State or Contractor in any VoteCal System Application Software product.
 - 2) Restore the VoteCal System Application Software to performance and functionality equivalent to that of the product when accepted following the installation of any manufacturer-provided security-related maintenance for any other component of the system.
- (c) Suspected errors discovered by the State in the VoteCal System Application Software will be handled by the following procedures:
 - 1) The State will provide the vendor with a clear description of the problem, including the activity performed when the error occurred, the expected outcome, and the unexpected or undesirable outcome obtained. The State will also identify the impact on business processes of the problem, and identify any workaround implemented to mitigate that impact. The State will report the

problem using an automated trouble reporting system if provided by the Contractor.

2) Errors in the VoteCal System Application Software as verified by Contractor will be corrected by providing a new copy of both source and object code for said VoteCal System Application Software (or of the affected portions) in machine-readable form, along with any instructions for implementing the correction.

3) The Contractor shall attempt to correct VoteCal System Application Software errors within a reasonable time. The Contractor will apply its best efforts to correct errors affecting business processes.

(d) Contractor will be responsible for isolating and correcting error conditions caused by the State's particular Hardware or Operating System unless the State has modified or substituted Hardware or Operating System for those components supplied under this contract. If the state has modified or substituted Hardware or Operating System for those components supplied under this contract, the Contractor will be available to assist the State in isolating and correcting error conditions caused by the State's particular Hardware or Operating System at rates in accordance with the Statement of Work.

(e) If Contractor is called upon by State to correct an error caused by State's negligence, modification by State, State supplied data, Machine or operator failure, or due to any other cause not inherent in the original system as proposed by the Contractor and delivered under this contract, Contractor reserves the right to charge State for such service on a time and material basis, or rates in accordance with the Statement of Work.

5. Acceptance of Software

Acceptance of the VoteCal System Application software will be governed by the Statement of Work.

6. Right To Copy or Modify

Upon acceptance and payment for project phase containing the VoteCal System Application software deliverable, there shall be no restriction on the state's ability and right to copy or modify the VoteCal System Application software, or on its ability to distribute and install the VoteCal System Application for all the purposes allowed by this agreement.

7. Future Releases

Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions of the VoteCal System Application Software, or of any of Contractor's software products identified in the Contractor's Proposal as a basis or component of the VoteCal System Application, are developed by Contractor, and are made available to other licensees, they will be made available to the State at the State's option at a price no greater than the price offered to other government licensees to upgrade from the version provided to the State to the same version of the product provided to another government licensee. Where modifications or enhancements are made by the contractor to a different version of a product identified in the Contractor's proposal as a basis or component of the VoteCal System Application and are directly applicable to the VoteCal System Application, those modifications or enhancements shall be made available to the State at no more than the lowest cost any other entity was

charged to incorporate that modification or enhancement in the other version of that product.

8. (viii) — Source code

~~Once developed and tested, the~~ Upon completion of the following phases (and conditions), the Contractor shall deposit all code in an escrow account for the SOS. ~~This source code must be updated with new version releases. The Contractor shall turn over the~~ provide a copy, in machine readable format, of the most current version of the VoteCal System Application Software source code, the object code, the complete software release implementation directions, and any additional software and information that is required to prepare, modify, document, or operate the VoteCal System Application Software to SOS: (i) at the end of Phase IV – Testing; and again (ii) within one week of completing Phase VI – Deployment and Cutover; (iii) system acceptance, and again within one week of the end of Phase VII – First Year Operations and Closeout; and (iv) within five calendar days of any request of SOS.

13. Payment

(a) Invoicing and Payment

The Bidder may only bill for the completion of each deliverable in accordance with Attachment 1, Exhibit 2 (less the holdback of 20%).

The Contractor cannot submit an invoice more frequently than once a month. All phases or work authorizations for which all deliverables have been accepted in writing during the month must be grouped into a single monthly invoice submitted for approval.

The State agrees to compensate the Contractor in accordance with the rates specified in the attached Cost Tables.

Prior to submitting the invoices to the address below, the HAVA Activity Sheet will be submitted to the Contract Manager for approval and signature of the VoteCal Project Director. The signed HAVA Activity Sheet must be submitted with the monthly invoice. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Secretary of State
Attn: Accounts Payable
P O Box 944260
Sacramento, CA 94244-2600

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(b) Twenty Percent 20% Withholding

In accordance with Public Contract Code, Section 12112, the State will withhold, from the invoiced payment amount to the Contractor, an amount equal to twenty percent (20%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's Project Director's determination that the Contractor has satisfactorily completed all of the required services after system acceptance and Phase VII First Year Operations and Closeout.

(c) Liquidated Damages

It is agreed by the State and the Contractor that in the event of failure to meet the requirements which follow, damage shall be sustained by the State and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain in the event of and by reason of such failure; and it is

therefore agreed that the Contractor will pay the State the amounts set forth below for such failures at the sole discretion of the State according to the following subsection. The purpose of liquidated damages is to ensure adherence to the requirements in the contract. No punitive intention is inherent.

Additionally, time is of the essence in the contract. It is the State's intent to meet the VoteCal Project Final Implementation Date as specified in the Integrated Project Schedule at the time of award. If for any reason the Contractor is delayed in meeting any of the Phase End Dates, Liquidated Damages in the amount of two thousand five hundred dollars (\$2500) per working day may be assessed for each working day the Phase End Date is delayed. The State will recover the monies from future payments that would otherwise be made to Contractor. Liquidated damages can be exercised concurrently while the State is pursuing other remedies. The State will notify the Contractor, in writing when Liquidated Damages are being invoked. The State will provide the Contractor a complete accounting for all Liquidated Damages.

EXHIBIT 2 – VOTECAL SYSTEM TASKS AND DELIVERABLES

The numbering of these tasks does not indicate the order in which the tasks must be worked. They are numbered to segregate the deliverables into groups. Performance of tasks can overlap. The Integrated Project Schedule agreed to with SOS will determine the exact time these deliverables will be due and additional tasks on which their delivery depends. Acceptance criteria, SOS review period, standards, and detailed content will be determined during development of each Deliverable Expectation Document (DED) by the Contractor and SOS, and subject to final approval by SOS.

A. INTRODUCTION

SOS has identified seven Phases for the VoteCal Project to include the following:

- I. Project Initiation and Planning;
- II. Design;
- III. Development;
- IV. Testing;
- V. Pilot Deployment and Testing;
- VI. Deployment and Cutover; and
- VII. First Year Operations and Closeout.

Each of these Phases will require development of specific deliverables along with ongoing activities the Contractor will be required to conduct or participate in.

B. STANDARDS

The Contractor will comply with industry standards on the management of the project and in the development of all plans and deliverables as designated by SOS and specified in the DED for each individual deliverable. Further, each deliverable and plan must reference the standards or methodology by which it was developed. If the standard or methodology was developed by the Contractor then it must be supported by successful application of that methodology in previous projects completed by the Contractor, and at least two (2) of those projects must have been completed by the Contractor within the past five (5) years. If the Contractor references a Contractor-developed standard, it must specify that standard and cite the projects for which it was successfully employed, and it must provide a reference contact for each project.

Standards to be followed, as appropriate, in completing plans and deliverables include but are not limited to:

- Project management industry standards (i.e. Project Management Institute's PMBOK);
- State Information Management Manual (SIMM) Information Technology Project Oversight Framework (ITPOF); and
- Institute of Electrical and Electronics Engineers (IEEE) Other Contractor-developed standard(s).

In addition to the SOS, both the independent verification and validation (IV&V) and independent project oversight contractor (IPOC) team members will use the above standards in their reviews of Contractor deliverables. This review process is mandatory for the VoteCal project and the Contractor should ensure sufficient time is provided for the review by the oversight contractors, for all deliverables, regardless of whether IV&V or IPOC review is explicitly mentioned in the context of a specific deliverable. The findings of these reviews will be discussed with the SOS Project Manager, SOS Project Director and the Contractor as necessary. The SOS Project Director will make the final determination as to which of these findings will have to be corrected by the Contractor.

C. PAYMENT MILESTONES

Contractor will be paid a percentage of the total VoteCal System development and implementation cost (Cost Table VII.1) for completion and acceptance of deliverables according to the schedule below.

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost
PHASE 0 - ONGOING PROCESS TASKS AND DELIVERABLES <i>These deliverables are ongoing throughout the VoteCal System development and implementation project and are subject to monthly payments from Phase I through Phase VI, billable upon SOS acceptance of the Written Monthly Project Status report, the content of which will be derived from content of all other ongoing deliverables listed in this section. Total of payments across all months (Phase I through Phase VI) will not exceed 0.9% of the total contract amount.</i>		
0.1	Project Control and Status Reporting	
0.2	Maintain and Update Project Management Plans (as appropriate)	
0.3	Weekly Project Management Reports and Attend Weekly Project Meetings	
0.4	Attend Project Meetings with Key Business Users, County Users, Election Management System (EMS) Vendors, Other State Agencies and SOS Management (as required)	
0.5	On-Going Issues Management and Risk Tracking	
0.6	Written Monthly Project Status Reports	
0.7	Change Control Processes	
0.8	Communications Processes	
PHASE I - PROJECT INITIATION AND PLANNING <i>Deliverables in this phase are not separably payable. Payment will be made upon successful completion of the entire phase, including SOS acceptance of all deliverables.</i>		
I.1	VoteCal Project Management Plan	
I.2	Integrated Project Schedule	
I.3	Quality Assurance Plan	
I.4	VoteCal Software Version Control and System Configuration Management Plan	
I.5	VoteCal System Organizational Change Management Plan	
I.6	VoteCal Requirements Traceability Matrix	
I.7	VoteCal System Project Kick-Off Meeting	
I.8	Ongoing Project Tasks	

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost
I.9	Final Report for Phase I	
Phase Completion		5.000%
PHASE II – DESIGN <i>Acceptance and payment of some deliverables in this phase are contingent upon prior completion and acceptance of other deliverables where indicated below. The total of all deliverables in this phase is worth 18% of the total VoteCal System development and implementation cost.</i>		
II.1	VoteCal System Requirements Specification	0.900%
II.2	VoteCal System Functional Specification <i>(requires prior acceptance of deliverable II.1)</i>	1.800%
II.3	VoteCal System Detailed System Design Specifications <i>(requires prior acceptance of deliverable II.2)</i>	3.600%
II.4	VoteCal System County EMS System Integration and Data Exchange Specifications Document <i>(requires prior acceptance of deliverables II.3 and II.6)</i>	0.900%
II.5	VoteCal System Detailed Requirements Traceability Matrix <i>(requires prior acceptance of deliverables II.4 and II.7)</i>	2.700%
II.6	VoteCal System Technical Architecture Documentation <i>(requires prior acceptance of deliverable II.2)</i>	1.800%
II.7	VoteCal System Data Model and Data Dictionary <i>(requires prior acceptance of deliverables II.3 and II.6)</i>	1.800%
II.8	VoteCal System Data Integration Plan <i>(requires prior acceptance of deliverables II.4 and II.7)</i>	2.700%
II.9	VoteCal System Training Plan <i>(requires prior acceptance of deliverable II.2)</i>	0.450%
II.10	Ongoing Project Tasks	
II.11	Final Report for Phase II	
Phase Completion		0.450%
PHASE III – DEVELOPMENT <i>The total of all deliverables in this phase is worth 25% of the total VoteCal System development and implementation cost.</i>		
III.1	VoteCal System Technical Environments Certification Report	6.250%
III.2	VoteCal System Test Plan	3.750%
III.3	Acceptance Test Plan for Certification of EMS System Data Integration and Compliance	1.875%
III.4	VoteCal System Organizational Change Management Plan Updated	1.250%
III.5	VoteCal System Implementation and Deployment Plan	3.750%

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost
III.6	VoteCal System Delivery of Source Code and Source Code Reviews	7.500%
III.7	Ongoing Project Tasks	0.625%
III.8	Final Report for Phase III	
	Phase Completion	
PHASE IV – TESTING <i>The total of all deliverables in this phase is worth 17% of the total VoteCal System development and implementation cost.</i>		
IV.1	VoteCal System Pilot County Data Integration Completion and Report	4.250%
IV.2	VoteCal System Acceptance Test Completion, Results and Defect Resolution Report	7.650%
IV.3	VoteCal System Documentation	4.675%
IV.4	Ongoing Project Tasks	0.425%
IV.5	Final Report for Phase IV <u>including Delivery of VoteCal System Application Delivery of Source Code</u>	
	Phase Completion	
PHASE V – PILOT DEPLOYMENT AND TESTING <i>Deliverables in this phase must be completed and accepted in the order indicated below. The total of all deliverables in this phase is worth 15% of the total VoteCal System development and implementation cost.</i>		
V.1	Develop VoteCal System Training Materials and Complete Training Before the Pilot. (requires prior acceptance of deliverable IV.3, which must include Help Desk documentation)	4.500%
V.2	Conduct Pilot Testing and Provide Pilot Results Report	5.250%
V.3	Updated System, Documentation and Training Materials	3.750%
V.4	Revised/Updated System Deployment Plan	1.125%
V.5	Ongoing Project Tasks	0.375%
V.6	Final Report for Phase V	
	Phase Completion	
PHASE VI – DEPLOYMENT AND CUTOVER <i>Acceptance and payment of some deliverables in this phase are contingent upon prior completion and acceptance of other deliverables where indicated below. The total of all deliverables in this phase is worth 15% of the total VoteCal System development and implementation cost.</i>		
VI.1	VoteCal System County Elections Staff Training Completed	3.750%

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost
VI.2	Updated Training of SOS Staff	1.050%
VI.3	VoteCal System Level 1 Help Desk Implementation and Support	2.250%
VI.4	VoteCal System Remaining County Data Integration Completed and Tested for Compliance and Successful Integration <i>(requires prior acceptance of deliverables VI.1, VI.2, and VI.3)</i>	6.450%
VI.5	VoteCal System Final Deployment Report <i>(requires prior acceptance of deliverable VI.4)</i>	1.125%
VI.6	Ongoing Project Tasks	
VI.7	Final Report for Phase VI <u>including- Delivery of VoteCal System Application Delivery of Source Code</u> Phase Completion	0.375%

PHASE VII – FIRST YEAR OPERATIONS AND CLOSEOUT		
<i>The total of all deliverables in this phase is worth 5% of the total VoteCal System development and implementation cost.</i>		
VII.1	Monthly Operations Support and Performance Reports <i>(Billable monthly)</i>	2.500%
VII.2	VoteCal System Final Documentation	1.750%
VII.3	Final SOS System Acceptance Sign-Off <u>including Delivery of VoteCal System Application Delivery of Source Code</u>	
VII.4	Ongoing Project Tasks	
VII.5	Complete Contract Implementation Close-Out	0.750%

D. DELIVERABLE DEVELOPMENT

Deliverable Expectation Document (DED) Template

Prior to submission of each deliverable, the Contractor must propose a format and outline for each deliverable and obtain SOS approval prior to deliverable preparation. This approval and authorization process is undertaken in the form of a Deliverable Expectation Document (DED).

The goal for the use of the DED is to ensure a common understanding exists between the State and the Contractor regarding the scope, format, and content (depth and breadth) of the deliverable prior to the Contractor beginning work on the deliverable. The complexity of the DED will be proportional to the complexity of the deliverable. Unless otherwise indicated by the State in the approval of the DED, the State's review period for a deliverable shall be a minimum of ten (10) State business days. (Additional time may be necessary for the State to complete its review, depending on the size and complexity of the deliverable. If additional time is necessary, this will be identified during the DED review/approval process.)

A DED will be required for each project deliverable identified in this Statement of Work, which shall identify expected deliverable content including key figures, diagrams and tables, due date, acceptance criteria, reviewers, review time frames, standards for deliverable, process and frequency for maintaining and updating the deliverable. (Please refer to Attachment 1, Exhibit 3 - Sample Deliverable Expectation Document Template.) The Contractor may recommend changes to the DED as warranted, to improve the submission of a particular deliverable. Such changes require the approval of SOS. SOS may also propose changes to the DED to improve its contents relative to a particular deliverable, subject to the agreement by the Contractor. The due dates for the DEDs will be driven by the approved PMP and Integrated Project Schedule agreed upon by the SOS and the Contractor. Prior to the Contractor beginning work on a deliverable, the Contractor will develop a DED using the approved DED Template for each project deliverable in advance of its preparation. The DED will be subject to SOS approval before starting work on the deliverable.

E. TASKS AND DELIVERABLES

PHASE 0 - ONGOING PROCESS TASKS AND DELIVERABLES

The Contractor is required to perform all Phase 0 processes, tasks, and deliverables throughout the VoteCal Project. For purposes of this Statement of Work, these are referred to in each Phase description as "Phase 0 On-Going Process Tasks".

Deliverable 0.1 – Project Control and Status Reporting

Contractor's Project Executive and Contractor's Project Manager shall conduct monthly Project Management Reviews (PMR) to present the current and cumulative project status information related to open and on-going issues and risks in accordance with the Project Plan and Schedule. These reviews will be held with the VoteCal Project Manager, Project Director, IPOC, and IV&V Contractor.

Contractor's Project Executive shall present monthly project status reports to the VoteCal Executive Steering Committee (ESC) meetings. At the monthly VoteCal ESC Meeting, the contractor's Project Manager must be prepared to provide for the reporting period: a summary of contractor activities; accomplishments to date; significant decisions; an explanation for any tasks that are delayed and how the schedule delays will be recouped; and recommendations for issue resolution and risk mitigation.

Additional meetings the Contractor will be required to attend shall include, but are not limited to:

- Daily informal meetings between SOS Project Manager, Contractor Project Manager, and/or their designees;
- Weekly Management meetings between SOS and Contractor Project Managers;
- Ad Hoc meetings on Contractor adherence to VoteCal Project Management Processes and Practices.

This deliverable is required throughout all phase of the VoteCal project.

Deliverable 0.2 – Maintain and Update Project Management Plans

Contractor shall maintain and update all approved Project Management Plans and the Integrated Project Schedule as required by events or at prescribed intervals during the life of the project. The Integrated Project Schedule must be updated weekly at a minimum and adhere to all standards defined in the Schedule Management Plan. All Project Management Plans must be updated at the end of each Phase, and at any other significant event in the project lifecycle.

This deliverable is required throughout all phase of the VoteCal project.

Deliverable 0.3 – Weekly Project Management Reports and Attend Weekly Project Meetings

Contractor's Project Manager shall provide to the VoteCal Project Manager a written weekly summary of activities for the reporting period including: significant activities initiated, significant activities completed, activities planned but not completed, activities planned for next reporting period, schedule status (including planned versus actual and reasons for variances) and significant action items, risks and issues (with a description of the action item, risk or issue, due date of resolution, and planned activities to address it), and significant decisions made. The Contractor's Project Manager will attend weekly project status meetings in person to discuss the report, which must be presented to SOS Project Manager at least one business day before the meeting. The reporting period is Monday through Friday.

This deliverable will be required through all phases of the VoteCal Project.

Deliverable 0.4 – Attend Project Meetings with Key Business Users, County Users, Election Management System (EMS) Vendors, Other State Agencies, and SOS Management as Required

Contractor's Project Manager or designated team member shall be available as required by the VoteCal Project Manager to attend Executive Steering Committee (ESC) Meetings, County User Meetings, SOS called meetings, and meetings with other State Agencies (e.g., DMV, CDPH, CDCR, and EDD) related to the project.

This activity will be required through all phases of the VoteCal Project.

Deliverable 0.5 – On-Going Issues Management and Risk Tracking

Contractor shall identify and submit issues and risks, and participate in the Risk Management and Issue Management processes as described in the SOS' Risk Management Plan and Issue Management Plan. (Please see Bidder's Library for current Risk and Issue Management Plans.) Contractor shall track the current and cumulative project status information related to Contractor's open and ongoing issues and risks. Contractor's ongoing Issue and Risk Reports will be part of the Weekly Status Meetings and written Monthly Project Status Reports. Contractor will report on project management, business, and technical risks and issues to the VoteCal Project Manager, or designee. Contractor shall present this report at each status meeting using a format that includes:

- Identification of project issues and potential risks;
- Management of technical issues or risks;
- Analysis and mitigation strategies for issues and risks;
- Status of the issues and risks, (i.e., open, pending, under investigation or resolved);
- Appropriate tracking dates;
- Person and organization responsible for resolution;
- Contractor's recommendations for resolving issues or risks.

This deliverable will be required through all phases of the VoteCal Project.

Deliverable 0.6 – Written Monthly Project Status Reports

Contractor will develop a template to be used for the duration of the project for VoteCal Monthly Project Status Reports. Contractor's Project Manager shall prepare a written Monthly Project Status Report (MPSR) summarizing progress against SOS-approved performance metrics, milestones against baseline data, status to schedule and reasons for significant variances from the Integrated Project Schedule. Contractor shall include information on the status of the collection of progress information from internal and external stakeholders and corrective action that was taken to confirm that overall project delivery is

met. Contractor shall include specific information on issue and risk status and recommendations for mitigating risks/issues. This report must cover all project management areas including but not limited to Schedule, Change Control, Organizational Change Management and Quality Management activities. This report must also include all activities for the preceding month including, when applicable, the system's performance against all service levels specified in the RFP. Contractor's Project Manager shall be required to attend meetings on SOS premises to present the monthly reports to the SOS management including the ESC. The monthly report is due to SOS's Project Manager (or designee) on the fifth business day of the month following the end of the previous month. Period of the report is the previous calendar month.

This deliverable will be required through all phases of the VoteCal Project.

Deliverable 0.7 – Change Control Processes

Contractor shall participate in the Project Change Control Meetings and Change Control processes in accordance with the SOS' Change Control Plan. (Please see Bidder's Library for Change Control Plan.)

This deliverable will be required through all phases of the VoteCal project.

Deliverable 0.8 – Communications Processes

Contractor will contribute content to all written communications, as needed throughout the project, per the SOS Communication Plan, unless otherwise specified by SOS. (Please see Bidder's Library for the Communication Plan.)

This deliverable will be required through all phases of the VoteCal project.

PHASE I - PROJECT INITIATION AND PLANNING

The SOS has Project Management Plans (PMP) which the Bidder can choose to enhance and make its own and therefore accept all responsibility for employing, or the Bidder can develop its own Project Management Plans. (Please see Bidder's Library for PMPs.) Regardless of approach, the Bidder must have PMPs based on industry standards. The following is a list of the plans that are required.

Deliverable I.1 – VoteCal Project Management Plan

Contractor shall submit the Project Management Plan (PMP) within thirty (30) calendar days of contract signature. Content should include, at a minimum, the following components:

- Project Overview;
- Project Work Breakdown Structure;
- Management Objectives and Priorities;
- Roles and Responsibilities;
- Project Assumptions, Dependencies, and Constraints;
- Procedures for Reviewing and Updating the PMP per SOS' Change Control Plan;
- Project Deliverables and Milestones;
- References, Definitions (VoteCal Glossary), and Acronyms;
- Project Schedule Management Plan for the Integrated Project Schedule including resource updates, tracking of resource activities, tracking of milestone progress and reporting, critical path monitoring, schedule issues, status reporting based on work breakdown structure, and contingency activities.

The delivered Project Management Plan shall conform to the following industry standards:

- SIMM Section 200, SIMM Section 45-Project Oversight Framework
- Project Management Institute's PMBOK (v.4.0) or equivalent

This Plan shall be implemented upon completion and updated at the end of each Phase during the life of the project.

Deliverable 1.2 – Integrated Project Schedule

In collaboration with the VoteCal Project Manager (or designees), the Contractor shall develop, within 90 calendar days of contract signing, an Integrated Project Schedule (IPS) that identifies major activities the Contractor must undertake to complete its deliverables in a timely manner. The IPS shall also include identification of all activities other contractors and SOS staff must perform that contribute to the Contractor completing its deliverables. (For example, EMS vendors must complete remediation of systems for Contractor to test interfaces; SOS staff must approve DEDs before Contractor works on deliverable.) The IPS must include a work decomposition that includes resource loading of all contractors (including SI vendor, election management system vendors, other state departments, independent verification and validation, quality assurance, etc.) as well as SOS staff for start and finish predecessors and successor dependencies identified. With regard to the Contractor's deliverables, all phase, payment and interim milestones must be clearly identified. This high-level effort estimates in the schedule must match the Contractor's bid submission. This schedule must be developed and maintained using MS Project 2007 and follow VoteCal Schedule Management processes and standards. These Schedule Management standards will be defined and documented in the VoteCal Schedule Management Plan (SMP). All VoteCal Integrated Project Schedule management update, maintenance roles and responsibilities between the SOS and the Contractor will be defined in the VoteCal SMP.

The SI Vendor will maintain one Integrated Project Schedule which includes multiple components across the project. The Contractor will be responsible for all schedule components tied to its contracted deliverables. The Integrated Project Schedule must be comprehensive and detailed for the upcoming project phase, but may be more high level for later phases. Twenty (20) business days prior to the start of each phase, the Contractor must present a comprehensive and detailed project schedule for approval by SOS.

The Integrated Project Schedule shall be updated, including work relevant to contractor deliverables that is performed by SOS resources and other SOS contractors, at least weekly and submitted to the VoteCal Project Manager within 1 state business day of the end of the week. The Contractor will be required to update and maintain the project schedule. The end of the week shall be the same day as the end of the week identified in the Contractor's weekly project status report. This update process will include working with the VoteCal Project Manager (or designee) in conducting schedule management quality assurance to verify dates, resource allocations, percentages, etc. are correct. This will ensure subsequent reporting against baseline data can be generated accurately according to the Quality components outlined in the SMP.

Upon reaching agreement on the Integrated Project Schedule, Contractor will participate in the weekly ongoing maintenance and schedule update processes. Contractor must follow the defined procedures and standards documented in the VoteCal SMP. Contractor will be responsible to (1) gather and incorporate updates on schedule work products into MS Project 2007, (2) elaborate and develop detailed work breakdown and duration estimates required for rolling wave planning, and (3) conduct and complete schedule analysis and quality assurance activities required to control performance. In addition, Contractor should develop and incorporate effort estimates required for all Phase 0 Ongoing Process Tasks and Deliverables as well as knowledge transfer to SOS staff that will be necessary to enable SOS to develop,

test and deploy VoteCal reports (for the latter, see Deliverables II.8 and III.2) and conduct ongoing communications with VoteCal stakeholders.

Deliverable I.3 – Quality Assurance Plan

Contractor must deliver, within 30 calendar days of contract signature, a Quality Assurance (QA) Plan in accordance with the Project Management Plan, the Integrated Project Schedule and the DED developed and approved at the initiation of the project, which includes a complete description of its QA process, methodology, and the specific standard on which the details of the plan was based. If multiple standards are used, the plan must specify which portions of these standards were used in the development in which portion of the plan. At a minimum, the Quality Assurance Plan must conform to IEEE 730-2002 (Standard for Software Quality Assurance) or equivalent standards.

The Quality Assurance Plan will include provisions for the SOS team (including IV&V, and IPOC) to periodically review Contractor-specific plans, work in progress, etc., such reviews to be coordinated with the Contractor so as to minimize any disruption to ongoing work.

This Plan shall be implemented and updated as required during the life of the project.

Deliverable I.4 – VoteCal Software Version Control and System Configuration Management Plan

The Contractor shall develop and implement a Software Version Control and System Configuration Management Plan in accordance with the DED developed and approved at the initiation of the project. As part of this plan the Contractor shall develop a Document Management Plan component addressing how project documents and deliverables will be controlled and how their deliverables will be tracked with respect to versioning, including method and tools (if appropriate). Contractor shall also develop a Release Management component of the Software Version Control and System Configuration Management Plan for managing all releases of the [entire](#) VoteCal System [solution](#), including methods of migration through the various environments of the VoteCal System, tools to be used, scheduling and timing of releases, etc.

The Software Version Control and System Configuration Management Plan shall conform to IEEE 828-2005 (Software Configuration Management Plans) or equivalent standards.

Contractor shall provide the Software Version Control and System Configuration Plan within thirty (30) calendar days of contract award for review and approval by SOS. This Plan shall be implemented and updated as required during the life of the project.

Deliverable I.5 – VoteCal System Organizational Change Management Plan

Contractor shall develop a VoteCal System Organizational Change Management Plan (OCMP) within 90 days of contract signature, in accordance with the approved DED for this deliverable. The OCMP will address the anticipated business process changes that will be required with the implementation of the VoteCal system, both for the SOS and for county users and how users will be managed to maximize buy-in, minimize disruption in business processes and ensure project success. This plan must include a discussion of the change management strategy and address an assessment of workplace readiness for implementation of the solution. The Organizational Change Management Plan should also address the pilot implementation and how the lessons learned from that implementation will be incorporated into the Plan. Finally, the Plan must also include a discussion of the impact on county elections officials' staff of implementing [the](#) VoteCal [System](#) and methods of mitigating the issues arising from that implementation.

The Organizational Change Management Plan shall conform to ISO 9001:2008 or equivalent industry standards.

There is an Organizational Change Management (OCM) Plan in the Bidder's Library that was developed for this project and formally accepted by the Secretary of State's Office. Bidder may use any or all of that OCM as part of its deliverable. Should the Bidder use any or all of that approach, Bidder accepts full responsibility for meeting all requirements associated with OCM.

This Plan shall be implemented and updated as required throughout the life of the project.

Deliverable I.6 – VoteCal Requirements Traceability Matrix

Contractor shall develop, within 30 calendar days from contract signature, a VoteCal Requirements Traceability Matrix that sets forth how the Requirements Traceability Matrix (Deliverable II.6) will be developed, updated and used to track requirements, programming, and test scenarios during all phases of the project in accordance with the approved DED for this deliverable. The Plan must set forth how the Matrix will be populated, managed and allow for linking test scenarios during the Acceptance phase. This Plan must also address the traceability approach to RFP requirements and how requirement changes will be managed. This Plan and data from the matrix will be evaluated by SOS' IV&V vendor as part of approval process and throughout the project. The Contractor must provide access to the matrix data in its raw form and supporting information to the IV&V vendor upon request.

The Requirements Traceability Matrix shall conform to relevant industry standards (to be determined by Contractor and approved by SOS as part of the DED for this deliverable), including IEEE 1233-1998 (Guide for Developing System Requirements Specifications), IEEE 830 1998 (Recommended Practice for Software Requirements Specifications), Capability Maturity Model Integration for Development, Version 1.2 (CMMI 1.2) Requirements Development Process Area or equivalent standards subject to approval by the SOS.

This Plan shall be implemented and updated as required during the life of the project.

Deliverable I.7 – VoteCal System Project Kick-Off Meeting

Contractor shall provide a draft plan and materials to the VoteCal Project Manager and project team for, and participate in, one or more project Kick-Off meetings. This meeting or meetings will be held with different interested parties, which could include SOS Management and staff, County representatives, EMS vendors, and other State Agencies.

Deliverable I.8 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0 throughout the project.

Deliverable I.9 –Final Report for Phase I

Contractor shall submit a report indicating that all phase activity is complete, including the status of deliverables and outstanding issues along with mitigation strategies for issues.

PHASE II – DESIGN

Deliverable II.1 – VoteCal System Requirements Specification

Contractor shall develop a Systems Requirements Specification, in accordance with the approved DED, Project Management Plan, and Integrated Project Schedule for the VoteCal Project [and the VoteCal System's](#) database and interfaces with EMSs and external agencies. At a minimum, the deliverable must include the following:

- Executive summary of the document's content;
- Specific standard on which the systems requirements specification document was based. If multiple standards are used, the plan must specify in detail which portions of these standards were used in the development of the specification;
- Description of the general architectural design for [the VoteCal System](#);
- General interface specifications for integration with DMV, CDCR, EDD, and CDPH;
- Description of the database;
- Description of processing functions;
- Description of how [the VoteCal System](#) is backed up and restored;
 - In the event of system failure during an election period, [the VoteCal System](#) must be restored and made available within 14 calendar days of the failure; if a system failure occurs at a time that is not within an election period, restoration to full availability must be completed within 30 calendar days, unless the 30-day restoration deadline would fall within an election period. If the 30-day restoration deadline would fall within an election period, the restoration to full availability must be completed by either the first day of the election period or within 14 calendar days of the failure, whichever is later.
- How platform products will be integrated into the solution;
- Tools to be used (e.g. programs, tools);
- Configuration and modification;
- Environment specifications;
- Tools to manage the [entire VoteCal solutionSystem](#).

Deliverable II.2 – VoteCal System Functional Specification

Contractor shall develop a VoteCal System Functional Specification Document in accordance with the approved DED, Project Management Plan and Integrated Project Schedule. Contractor shall document specifications for the user application interfaces, business processing logic, data flows, and processes. The document should identify specific standards on which the functional specification requirements document was based. If multiple standards are used, the plan must specify in detail which portions of these standards were used in the development of the specification.

The description of user interface standards must include description of:

- How required fields will be identified.
- How error messages will be displayed.
- How and when confirmation prompts (e.g. OK/Cancel, Yes/No) will be displayed.
- How and when technologies like partial page post backs (AJAX) will be used.
- How and when any client side validation will be performed.
- The use of default buttons (e.g. pressing enter for submit).
- Use of Drop Down Lists including:
 - <Select One>
 - Standard for "not applicable" value (e.g. N/A, NONE, or blank)
 - Use of Type Ahead

- Usage of menus and navigation in general (Including how security/permissions are handled).
- User access to help functions.
- Use of real-time progress indicators (e.g. an hourglass).

Deliverable II.3 – VoteCal System Detailed System Design Specifications

Contractor shall provide a VoteCal System Detailed System Design document, in accordance with the approved DED for this deliverable that provides a detailed description of the VoteCal System requirements. The document should identify specific standards on which the detailed system design specification requirements document was based. If multiple standards are used, the plan must specify in detail which portions of these standards were used in the development of the specifications. This document shall include references to other VoteCal [System](#) deliverables as necessary to avoid duplication of information. At a minimum, the deliverable must include the following:

- An executive summary of the document's content;
- Identification and description of each VoteCal [System](#) component to include:
 - Hardware platform, manufacturer and model
 - Software operating system
 - Commercial software applications ([including third-party and platform software](#))
 - [VoteCal System Application software](#)
 - Language or technology of custom software
 - Interfaces to other VoteCal system components
- A description and specification of each external VoteCal [System](#) interface including identification of the interfacing component and data transport technology;
- A description of how each data element defined in the VoteCal system requirement is stored and maintained, including relevant data characteristics and constraints;
- A general description of the Data Model and Data Dictionary, each to be addressed in more detail in Deliverable II.8. Programming standards and specifications;
- A description of how each process or action and transaction defined in the VoteCal System requirements will be implemented, including the role of each component and identification of any constraints; and
- A description of how each business process defined in the VoteCal System requirements is implemented, including the sequence and timing of actions and transactions and logical outcomes.

Contractor must, as part of completion of this deliverable, complete training and knowledge transfer to SOS IT and Elections staff on the database design, dictionary, and architecture, so that SOS staff can complete report design and development before the Test Phase begins. Acceptance criteria for this deliverable will include SOS-acknowledged completion of this training and knowledge transfer (to be defined and approved as part of the DED for this deliverable).

Deliverable II.4 – VoteCal System EMS Integration and Data Exchange Specifications Document

Contractor shall develop the EMS interface and data specifications, in accordance with the approved DED for this deliverable, including system configuration and modification specifications and data standards so that the EMS vendors can make the required modifications to their election management systems for integration with the VoteCal System [and to contribute to the VoteCal solution](#)~~Solution~~. This document shall address, at a minimum, data validation and synchronization, data elements and standards, transaction timing, business processes, security and network connectivity.

[The](#) VoteCal [System](#) must provide the ability to record when voters have been included in a printed roster so that they may be excluded from the subsequent generation of supplemental rosters.

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Contractor shall provide a mechanism, procedures and training to SOS for testing and evaluating data submitted from EMSs after modification to those EMSs after [the VoteCal System](#) has been deployed.

Deliverable II.5 – VoteCal System Detailed Requirements Traceability Matrix

Contractor shall provide a Requirements Traceability Matrix in accordance with the approved DED for this deliverable, the Project Management Plan and the Integrated Project Schedule. Contractor shall organize and manage the itemized list of business and technical requirements for the VoteCal System, as defined in the Request for Proposal. Contractor shall then produce a “drill down” of the requirements as found in RFP Section VI, Project Management, Business and Technical Requirements, according to Contractor’s plan for implementation of [the VoteCal System](#).

Contractor must analyze and map all business and technical requirements, business rules, and detailed specification for the proposed system that it is providing to satisfy the requirements of the RFP, Section VI - Project Management, Business and Technical Requirements. All requirements must be traceable throughout all phases of the project including requirements, design, programming, testing, and SOS acceptance testing. Contractor must conduct meetings with SOS staff to ensure adequate SOS participation in development of the Requirements Traceability Matrix. This Matrix must be updated at the end of each major Phase of the VoteCal Project to ensure traceability is maintained throughout the life of the project. All raw data in this Matrix must be made available to the IV&V and IPOC vendors at any time it is requested.

At a minimum, requirements must:

- Have a unique, traceable identifier or identification code assigned to each requirement;
- Be grouped into highest level of business, technical, and administrative categories;
- Be associated with an implementation or development task in which Contractor will fulfill the requirement;
- Identify any subordinate requirements, and their priority, that are dependent upon fulfillment of the requirement; and,
- Be prioritized within each phase according to the following:
 - High priority - the requirement must be fulfilled during the associated phase and the requirement has one or more high priority requirements dependent upon its fulfillment;
 - Medium priority - the requirement must be fulfilled during the associated phase and the requirement has one or more medium priority requirements dependent upon its fulfillment;
 - Low priority - the requirement could be fulfilled during the associated phase and the requirement has no high or medium priority requirements dependent upon its fulfillment.

Deliverable II.6– VoteCal System Technical Architecture Documentation

Contractor must provide technical architectural descriptions that communicate the logical, physical and implementation details of the entire VoteCal system to SOS. Contractor shall provide a Technical Architecture Document, in accordance with the approved DED for this deliverable, which describes how the hardware, application, and application support software, will be integrated to support the proposed solution. It must provide a clear explanation of and distinction between logical and physical architectures, and include detailed explanation of diagrams, with meaning of all technical terms clearly defined. The deliverable must also explain data exchange interfaces, including those with the EMSs, DMV, EDD, CDPH and CDCR. Discussion of the database layer must include description of the physical implementation of the database, including but not limited to database partitioning, replication and optimization strategies.

The Technical Architecture Documentation deliverable shall include the following at a minimum:

- Executive Summary of the VoteCal System Technical Architecture;
- Description of technical environments;
- Logical Architecture;
- Physical Architecture;
- How the architecture addresses performance, availability, data/application/server/physical security, scalability, maintainability, accessibility, deployment concerns, and extensibility,
- List of and detail specifications for all products to be provided.
- Delineation of the environments to be provisioned (Development, Test, Staging, Production, etc.), with a timeline – tied to the Integrated Project Schedule – for deployment and distribution of each environment and a map of refresh and migration paths across environments;
- Load balancing and/or other provisions to maximize performance;
- How the public website will be placed so as to protect the security of the VoteCal [System's](#) database and its applications;
- Minimum end user and administrator workstation requirements; and
- A glossary that defines all technical terms used in the document.

The deliverable must also identify all environmental requirements to support the proposed system (e.g., physical space, electrical power requirements, HVAC, structural load-bearing support, etc.). Any expected increases in annual existing network costs as a result of environmental changes should be identified by function (e.g., telecommunications).

The deliverable must reflect the fact that SOS treats all county traffic as potentially hostile and trusts only specific IP addresses to access resources.

In determining distribution of architecture elements, the Contractor must adhere to SOS policy that prohibits storage of identifiable voter data at facilities that are not SOS controlled.

Deliverable II.7 – VoteCal System Data Model and Data Dictionary

Contractor shall develop and update the VoteCal System Data Model based on Functional and Design specifications and develop the Data Dictionary in accordance with the DED, Project Management Plan and Integrated Project Schedule.

The data model shall define all the data elements and relationships among them and how the data will be represented and accessed. The Contractor shall propose an appropriate data modeling language for SOS approval as part of the DED for this deliverable. [The VoteCal System](#) data must be modeled in a standard, consistent, and predictable manner, thus facilitating the data model as a major resource to the project. SOS expects that the data model will be dynamic; the Contractor must keep the model up-to-date at all times, as part of ongoing software configuration management.

The data dictionary will catalog the organization, content, and conventions of the VoteCal [System](#) database, including the names and descriptions of all tables and fields, and additional details, such as the type and length of each data element, as well as any other information relevant to each data item. SOS expects that the data dictionary will be dynamic; the Contractor will keep the data dictionary up-to-date at all times, as part of ongoing software configuration management.

Contractor must, as part of completion of deliverable II.7, complete training and knowledge transfer to SOS IT and Elections staff on the database design, dictionary, and architecture, so that SOS staff can complete report design and development before the Test Phase begins. Accordingly, acceptance criteria

for this deliverable will include SOS-acknowledged completion of this training and knowledge transfer (to be defined and approved as part of the DED for this deliverable).

Deliverable II.8 – VoteCal System Data Integration Plan

Contractor shall develop the VoteCal System Data Integration Plan (DIP) in accordance with the approved DED for this deliverable, the Project Management Plan and the Integrated Project Schedule. The plan must describe the sequence of steps in data integration, including the integration of multiple records from different counties into a single record for each voter. Contractor's DIP must include the extent of data integration as well as a recommendation of the timing and how the county historic data will be integrated and imported into the VoteCal system. The SOS expects that all records, including canceled records will be integrated into the VoteCal system. The DIP should address the Contractor conversion strategy of "cut-over", "phased", or "parallel processing" with Calvoter until the [VoteCal solution-System](#) becomes the single database of record [and the full VoteCal Solution is implemented](#). Data integration of the pilot counties must be addressed in addition to integration of the remaining counties. The Plan must document the integration process for each of the three EMSs currently in use. Additionally, the DIP should cover the following aspects of voter record integration:

- Integration scope;
- Integration method, strategy, and environment;
- Integration controls;
- Integration testing and certification tasks and testing scenarios to be complete in preparation for the integration event;
- Integration Team, positions, functions for which team members are responsible;
- Integration process, schedules, tools, and interfaces that will be required to facilitate completion of the conversion effort;
- Integration reporting;
- Integration reconciliation;
- Integration reversal;
- Integration preparation;
- Data integration activities;
- Data "freeze" schedule;
- File and database names and descriptions;
- File structures;
- Data integration rules and integration validation rules that address at least the following:
 - How will the data from each county be brought in and combined (e.g., one at a time, in groups, test runs)?
 - How will initial matching criteria be established and evaluated?
 - How will the data from matching records be evaluated and combined in the integrated record?
 - How much historic data will be included?
 - How will [the VoteCal System](#) handle matching records for counties already using [the VoteCal System](#) when a new county goes live when there are data discrepancies?;
- Accessing methods;
- Devices and types to be used for integration;
- Dependencies;
- SOS integration acceptance criteria;
- Step-by-step integration procedures;
- Record matching criteria, processes and validation for integration of voter registration data into a single record for each voter;
- Process for identification, review and resolution of false matches for voter data integration;
- Automated and manual procedures (e.g., conversion programs and data entry procedures);

- Integration verification procedures and activities required for system testing;
- Parallel file maintenance procedures and controls;
- Special integration training, such as data entry, file balancing and control;
- The number and type of support staff and required time frames;
- Testing and certification tasks and testing scenarios the Contractor will complete in preparation for the database integration event including unit testing, integration testing, and full integration and system testing;
- Integration timeline;
- Maintenance of 'official database' in Calvoter throughout project until [the VoteCal-VoteCal System](#) is deployed to 58 counties without requiring duplicate data entry by county elections officials' staff;
- Decommissioning of legacy systems and transition to the new application.

The testing of data integration must be performed, and all data validated and approved by SOS, prior to the start of the pilot.

The DIP must be finalized and approved by SOS thirty (30) days before starting integration activities. A test of data integration must be performed and all data validated, accepted, and approved by SOS prior to the full integration commencing in accordance with the Project Management Plan and Integrated Project Schedule.

Contractor shall prepare an environment for data integration in accordance with the Integrated Project Schedule. Contractor shall use a test data set to run the complete data integration program suite. SOS will validate the results prior to SOS's Project Manager approving the authorization to begin the data integration effort.

This Plan shall be implemented, and updated as required during the life of the project.

Deliverable II.9 – VoteCal System Training Plan

Contractor shall develop a Training Plan, in accordance with the approved DED for this deliverable, which addresses the separate needs of SOS program staff, VoteCal [System](#) help desk staff, SOS technical system support staff, and county elections officials and their staff. The Training Plan shall describe Contractor's philosophy on user training, including method of training to be provided for each group, such as computer-based training software, classroom lectures, and hands-on computer laboratory environment. Contractor must distinguish training approach and materials between line level staff, supervisors, and policy makers as each has a different need for the level of information being provided. Contractor shall describe the maximum class size by functional area and define the differences in training for executives, management, business staff, county elections officials and their staff, and information technology staff. The Training Plan shall also address the "Train-the-Trainers" concept, which would allow SOS to conduct training for county elections officials' staff using VoteCal staff. The Contractor's comprehensive Training Plan must also include the following components:

- Training scope;
- Training environment set-up and refresh procedures;
- Training data development;
- Training courses and prerequisites;
- Training schedule;
- Training curriculum;
- Evaluation methodology of training effectiveness and appropriate modification of training curriculum based on the evaluation;
- Maintaining currency of curriculum and material as the VoteCal system and affected business processes is modified during development and after implementation;
- On-line training scenarios;
- Training the trainers;

- Training procedures.

The SOS anticipates that training for county elections officials and their staff will focus on policy and business process changes – not system changes as county elections officials' staff will not input directly to [the VoteCal System](#). SOS expects the Bidder to develop curriculum for these policy and business changes and train SOS staff in such a manner that they can then train county elections officials and their staff. This includes, but is not limited to issues such as:

- What to do and who to call if there is a problem with the system;
- [The VoteCal System](#) data standards;
- Business rule changes;
- Researching and resolving list maintenance issues (including timelines);
- Official list and when a voter is eligible to vote;
- Testing synchronization between county database and [the VoteCal System](#) (and resolving discrepancies); and
- New approach for compiling ROR.

Contractor must provide a fully functional VoteCal System Training Environment that is separate from the VoteCal System Development, Test and Production environments. Contractor must deliver a populated training database that does not contain confidential voter information. Database refresh process and procedures must be included.

This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable II.10 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable II.11 – Final Report for Phase II

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues.

PHASE III – DEVELOPMENT

Deliverable III.1 – VoteCal System Technical Environments Certification Report

Contractor shall install, configure and test the VoteCal System hardware, operating system, database software and any other third-party application software products being provided as part of the VoteCal system. If the equipment to be installed requires special power or environmental considerations, Contractor shall provide Site preparation specifications for equipment listed on the order within a reasonable time upon request by the State. All site preparation costs will be borne by Contractor. Any subsequent alterations or modifications to the Site which are directly attributable to incomplete or erroneous Specifications provided by Contractor and which involve additional expense shall be made at the expense of Contractor. The State must acquire approval of changes to the data center, which could take 4-6 months, from the Department of General Services. The Bidder should plan accordingly.

The VoteCal [System](#) technical environments must be implemented as specified in the Technical Architecture deliverable (II.7). Upon installation the Contractor shall provide VoteCal System Environment Certification Reports that indicate that Contractor has successfully performed installation, configuration and testing on the hardware, operating system, database software, all third-party application

software products, and the required environments for the VoteCal System and that the environments are ready for use. Environments required for the VoteCal System are:

- VoteCal System Production Environment;
- VoteCal System Non-Production Development Environment;
- VoteCal System Training Environment;
- VoteCal System Training Development Environment;
- VoteCal System Parallel / Pilot Testing Environment;
- VoteCal System Testing Environment;
- VoteCal System Acceptance Testing Environment;
- Back-up VoteCal System Environment; and
- VoteCal System Pre-Production Staging Environment.

Deliverable III.2 – VoteCal System Test Plan

Contractor shall develop and execute a detailed Test Plan, in accordance with the approved DED for this deliverable, and with the Project Management Plan and the Integrated Project Schedule. This Plan must address all levels of hardware and software testing, including methodology, test procedures, test script development, testing training required for acceptance testing staff, test data development, acceptance criteria, roles and responsibilities for various testing activities, timing and logistics of testing activities, IT environment preparations, and other testing activities that are specific to the various tests. Contractor shall provide training of SOS and County staff in preparation for VoteCal Acceptance Testing.

The testing components shall including the following types of system tests:

- System component functional testing;
- Interface testing;
- Regression testing;
- End-to-end (county demarcation to [the VoteCal System](#) to DMV and vice versa) testing;
- Stress and load testing;
- Performance testing.

System testing will be conducted prior the execution of any planned pilot, with follow-on regression testing as errors are identified and corrected throughout the rollout the new system to all the counties.

System testing may be conducted using a simulated 58 county load at the onset of system testing; however, as counties are transitioned to the new system, periodical testing will be required to validate successful stress, load, and performance testing.

The Test Plan and Test Defect Log must be finalized and approved by SOS no later than fifteen (15) State working days prior to the commencement of testing activities. This Plan shall be implemented and updated as required during the life of the project.

In preparing this Plan, Contractor should assume that testing of VoteCal reports by SOS staff will be conducted concurrent with Contractor testing. The Plan must accommodate and describe tasks for communication and coordination with the SOS staff responsible for development and testing of VoteCal reports.

The Test Plan must accommodate the need to make enhancements to [the VoteCal System](#) between Pilot and Deployment Phases, and provide sufficient methodology and time to perform end-to-end testing after enhancements were made, before Deployment commences, and at least twice during Deployment at times mutually agreed upon by SOS and the Contractor.

Contractor should assume a total of 1.5 million voter registration records for the pilot counties.

This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable III.3 – Acceptance Test Plan for Certification of EMS System Data Integration and Compliance

Contractor shall fully support and assist SOS in developing and executing a detailed Acceptance Test Plan to test the integration of each election management system with the VoteCal System, in accordance with the approved DED, Project Management Plan and Integrated Project Schedule for this deliverable, and as specified by the VoteCal System Detailed Design. This support and assistance will include drafting a proposed UAT Plan for consideration by the SOS (the SOS will be responsible for the final Acceptance Test Plan). This draft plan shall include:

- What will be tested and the order of testing;
- Test scripts and description of test data to be used;
- Roles and responsibilities of the county elections officials and their staff, the EMS vendors, SOS, and Contractor staff;
- Test preparation and test timing;
- Validation of test results;
- How test results, errors, and corrections will be recorded;
- Process for Regression testing;
- How version control will be managed so as to ensure corrections and regression testing apply to the appropriate instance of the application;
- How backup, recovery, load balancing, and stress testing will be incorporated into the UAT,

Prior to any pilot testing with counties during a live election, the Contractor shall perform integration testing in a simulation of all business functions through an actual election cycle.

Contractor should plan a pilot with approximately 1.5 million voter registration records.

This Plan shall be implemented and updated as required during the life of the project.

Deliverable III.4 – VoteCal System Organizational Change Management Plan Updated

Contractor shall update the VoteCal System Organizational Change Management Plan, in accordance with the approved DED, Project Management Plan and Integrated Project Schedule for this deliverable, to address the specification, design and workflow elements identified during the Design phase of the project and provide detail on how the change in business processes will be managed with SOS and county users.

This Plan shall be implemented and updated as required throughout the life of the project.

Deliverable III.5 – VoteCal System Implementation and Deployment Plan

Contractor shall produce a VoteCal System Implementation and Deployment Plan in accordance with the approved DED for this deliverable, the Project Management Plan and the Integrated Project Schedule that details for SOS the transition from the legacy Calvoter system to the new VoteCal System solution. This Plan will address how the new solution will be deployed to SOS business users, county users, other stakeholders, and external users. This Plan will include:

- How the business process transition will take place;

- How the new methods of doing business will be conveyed to the end user community, and the steps that will be taken to assess the SOS "workplace readiness" prior to the new solution going into production;
- Roles and responsibilities of the Contractor, SOS staff, county elections officials' staff, EMS vendors, and other stakeholders for the transition;
- Detailed schedule work breakdown for phases, activities, deliverables, milestones, quality assurance checkpoints, and the critical path;
- Date and timeframe for cutover including appropriate backup or contingency dates;
- Process for determining that the SOS, county, and the Contractor are ready for statewide cutover to the VoteCal system, including a Go-No Go readiness checklist and success criteria for preceding with the cutover;
- County preparation activities required;
- Contingency and fallback plan should the transition fail.

This Plan shall be implemented and updated as required throughout the life of the project.

Deliverable III.6 – VoteCal System Delivery of Source Code and Source Code Reviews

Contractor shall ~~make available deliver~~ to SOS Project Manager (or designee) physical copies of VoteCal System aApplication software code developed or modified by the Contractor, in accordance with the Project Schedule after the code has passed review by Contractor's quality assurance process and successfully completed Unit Testing, as set forth in Attachment 1, Statement of Work, paragraph 12.b.8, and whenever otherwise requested by SOS. If requested by SOS, the Contractor shall provide code walk-throughs on the Source Code on an ongoing basis throughout the life of the project. Contractor shall provide updated design documents that reflect changes to the VoteCal System aApplication software code during development and initial implementation.

Deliverable III.7 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable III.8 – Final Report for Phase III

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues.

PHASE IV – TESTING

Deliverable IV.1 – VoteCal System Pilot County Data Integration Completion and Report

Contractor shall perform data integration for those counties that have been chosen for the pilot and provide a VoteCal System Data Integration Report that documents all defects identified during integration and the integration effort in accordance with the Project DED, Project Management Plan and Integrated Project Schedule. Contractor shall work with SOS to resolve all defects and validate the integration. The Report will be discussed with SOS's team and others that may be impacted by the system defects. SOS will have final authority on the resolution and/or mitigation strategy for each problem. Contractor will iterate integration testing until all errors have been resolved. Finally, the report should identify "lessons learned" from the pilot county integration and how these should be addressed in future county integrations. At the completion of data integration the report will be finalized.

This Plan shall be implemented, and updated as required during the life of the project.

Deliverable IV.2 – VoteCal Acceptance Test Completion, Results and Defect Resolution Report

Contractor shall fully support the SOS VoteCal Acceptance Testing (implementation of the VoteCal System Acceptance Test Plan). The Contractor will also assist in developing and maintaining the System Acceptance Test Results Defect Resolution Report documenting the system acceptance testing activities, test scripts, all test activities, the results of those activities, identified hardware or software issues, resolution actions taken, and the current status of all outstanding test defects identified during testing.

The Acceptance Test shall include, but is not limited to, the following areas:

- System component functional testing;
- Interface testing;
- Regression testing;
- End-to-end testing;
- Stress and load testing;
- Performance testing;
- Backup and recovery.

Deliverable IV.3 – VoteCal System Documentation

Before pilot begins, Contractor shall develop and deliver to SOS the VoteCal System solution documentation to include:

- System Operations;
- System Technical Documentation;
- System Operational Recovery Procedures;
- System End User's Documentation;
- Help Desk Documentation;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the applications as implemented;
- Database schema and Data Dictionary;
- VoteCal System documentation;
- Application program interfaces;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures;
- System Maintenance Documentation.

The Contractor shall develop, provide and maintain documented help desk troubleshooting procedures for the VoteCal system and application environment as part of this deliverable, including help desk procedures that change due to application or program changes. Help Desk Procedures, including troubleshooting steps, must be available prior to the start of any pilot to serve as a guide for help desk staff.

Deliverable IV.4 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable IV.5 – Final Report for Phase IV

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues. [Contractor shall deliver VoteCal System Application source code to SOS](#)
[VoteCal System Delivery of Source Code](#)

PHASE V – PILOT DEPLOYMENT AND TESTING

Deliverable V.1 – Develop VoteCal System Training Materials and Complete Training before the Pilot

Contractor shall develop the training materials and training curricula for the VoteCal System solution for SOS program staff (including investigators), SOS help desk staff (in time to support pilot), SOS technical system support staff and county users. Contractor will conduct initial training, as appropriate, to prepare the SOS staff for pilot testing. Contractor will train SOS program staff how to train county elections officials' staff (train the trainer approach) after which SOS staff will conduct training for county elections officials' staff in preparation for the pilot.

The Contractor shall provide application training to all SOS help desk personnel on the use of [the VoteCal System](#) and any contractor help desk software.

Training aids, manuals, quick reference guides and other training materials must be provided as part of the solution, and must:

- Reflect the solution as implemented;
- Be provided for each type of training needed;
- Be delivered to SOS in MS Office 2003 electronic format and on paper (one copy per student).

Deliverable V.2 – Conduct Pilot Testing and Provide Pilot Results Report

Contractor must conduct pilot testing of the selected pilot counties to appraise the data integration, training, help desk support, and deployment and operation processes and procedures. Contractor should consider conducting the pilot through a live election cycle if it does not extend project go live timeframe by more than three months. The integrity of the existing CalVoter system and its data, which is the current official list of registered voters, must be maintained throughout the pilot election. Contractor must establish success criteria and targets in each area (e.g., data integration, training, help desk support, and deployment and operation processes and procedures) before the pilot is underway. Contractor shall complete a VoteCal System Pilot Results Report document that provides documentation on all findings, issues, recommendations for system and process improvements, and other results of the Pilot. Contractor shall discuss this report with the VoteCal Project Manager and Project Director and update the VoteCal Acceptance Test Plan as appropriate.

Deliverable V.3 - Updated System, Documentation and Training Materials

All deficiencies and defects will be resolved and iteration testing conducted upon the System after pilot but before deployment. Contractor shall update and deliver to SOS an updated VoteCal System and documentation that changed as a result of actions taken in response to the pilot test results. This updated documentation could include the following, as appropriate:

- System Operations;
- System Technical Documentation;
- System Operational Recovery Procedures;
- System End User's Documentation;
- Training materials;
- Help Desk Documentation;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the applications as implemented;
- Database schema and Data Dictionary;
- Data integration approach;
- VoteCal System documentation;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures;
- System Maintenance Documentation.

Deliverable V.4 - Revised/Updated System Deployment Plan

Contractor must update the VoteCal System Implementation and Deployment Plan that was produced in Deliverable III.5 to address the findings and results of the pilot testing.

Deliverable V.5 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable V.6 – Final Report for Phase V

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues.

PHASE VI – DEPLOYMENT AND CUTOVER

Deliverable VI.1 – VoteCal System County Elections Staff Training Completed

Contractor shall assist SOS staff with conducting training of the VoteCal System county users in accordance with the Implementation Plan, approved Training Plan and Integrated Project Schedule. Contractor shall ensure training materials that reflect changes to system post-pilot were created sufficiently far in advance that SOS staff could train all remaining county elections officials' staff before county roll-out. Contractor shall, at the conclusion of the training, provide a list of the county staff trained in each county in preparation for deployment of the VoteCal System.

Deliverable VI.2 – Updated Training of SOS Staff

Contractor will conduct any updated training necessary as a result of findings from pilot testing to prepare the SOS staff, including technical, help desk and business training, for full deployment and production operation. Training shall cover the features, operation, and maintenance of the VoteCal system itself as well as software tools (e.g., traceability management tools, monitoring tools, etc.) deployed to support operation and ongoing maintenance.

Deliverable VI.3 – VoteCal System Level 1 Help Desk Implementation and Support

Contractor must provide detailed written desktop procedures, policies, and full documentation for the VoteCal [System solution](#), and provide the SOS staff assigned to support the Level 1 Help Desk with full training to support the VoteCal system before pilot and refresh materials and training to represent changes as a result of pilot lessons learned. The help desk must be operational just prior to any pilot to support pilot counties.

The Contractor help desk support shall be staffed in response to election cycles. For the purposes of defining required help desk staffing for this deliverable, an "election period" is defined as all days falling between 75 calendar days prior to an election for state or federal office and 40 calendar days after that same election, inclusive. Contractor help desk staffing during an "election period" must provide live real-time response to calls for all calls received on business days between 8:00 a.m. and 8:00 p.m. Pacific Time. At all other times during an election period, the staffing level must be such that responses to calls are provided within one hour of call receipt.

For business days that are not within an election period as described in this paragraph, help desk staffing must ensure that calls between 8:00am and 5:00pm are returned within one (1) hour of call receipt. If the 1-hour response deadline for a received call falls outside the 8:00am - 5:00pm business day window, the call must be answered by 9:00am PST on the next business day.

The Contractor shall provide appropriate software to log, manage, escalate, and resolve help desk problems, requested changes, system issues, etc., identified by VoteCal [System](#) users.

The Contractor shall be responsible for second-level (and above) help desk support. (SOS will be responsible for first level support of the application.)

The Contractor shall report initial problem receipt and problem resolution to the SOS help desk.

The Contractor shall provide help desk monthly status reporting including, but not limited to, help desk staffing, call volumes, call duration (average and peak), call times, peak usage, call types, quality issues, and recommendations and shall develop and provide standard help desk reports to SOS, including monthly operational statistics reports and weekly incident reports to ensure the vendor has met appropriate help desk service level agreements.

The Contractor shall supply information to the SOS help desk on problems or events, including but not limited to, problem description, start and end dates/times, actual or potential cause(s), corrective action taken, and future action required.

Deliverable VI.4 – VoteCal System Remaining County Data Integration Completed and Tested for Compliance and Successful Integration

Contractor shall complete data clean up and uploading of all EMS data for counties not included in the pilot testing in accordance with the Data Integration Plan. This must include full integration of all county registration data into a single statewide record for each registered voter.

Deliverable VI.5 – VoteCal System Final Deployment Report

Contractor shall conduct deployment of the VoteCal System in accordance with the Implementation Plan and Integrated Project Schedule. Contractor shall, at the conclusion of the deployment when all counties have been implemented, submit a VoteCal [System](#) Deployment Report indicating that all deployment activities have been completed including status of all outstanding deliverables, outstanding deployment issues, and the project's progress toward supporting the strategic goals of the project.

Deliverable VI.6 – Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable VI.7 – Final Report for Phase VI

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues. ~~Contractor shall deliver VoteCal System Application source code to SOS~~ [VoteCal System Delivery of Source Code](#).

PHASE VII – FIRST YEAR OPERATIONS AND CLOSEOUT

Levels of service are defined in Statement of Work, Exhibits 4 and 5.

Deliverable VII.1 – Monthly Operations and Performance Reports

Contractor shall provide SOS with ~~full-complete~~ VoteCal ~~solution-System~~ warranty, maintenance and technical support services, commencing when system is fully implemented to all counties. Contractor must provide the following during this phase on a continuing basis:

- Support the VoteCal System Help Desk with Level 2 Help Desk services;
- Provide Help Desk reports (e.g. number of calls received, types of calls, time to resolution, outstanding calls/issues);
- Monitor VoteCal system performance;
- Track reports of system errors, problems, and issues;
- Provide and manage an Issue log;
- Provide a change log of all outstanding and resolved changes;
- Provide an escalation process by which all reported problems can be managed until resolved.

The Bidder shall provide telephone and email help desk support for problem resolution and troubleshooting for the duration of the maintenance period, per terms of the SOS approved Help Desk Support Plan.

Deliverable VII.2 – VoteCal System Final Documentation

Contractor shall develop and deliver to SOS updated VoteCal System ~~solution~~-documentation in both hard copy and electronic format at the conclusion of ~~the first year of warranty, maintenance and operation~~ [Phase VII – First Year Operations and Close-out](#). The documentation should reflect the system as implemented at the end of this phase and should include:

- System Operations;
- System Technical Documentation;

- System End User's Documentation;
- Help Desk Documentation;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the [all components of the VoteCal System applications](#) as implemented;
- Data Dictionary;
- VoteCal System documentation;
- As-Built Documentation of all Configuration, Modification, and/or Programming [\(including the VoteCal System Application\)](#);
- System Back-up and Recovery procedures;
- System Maintenance Documentation.

VoteCal [System](#) documentation must also include complete system configuration and installation instructions so that all hardware and software components can be installed by an independent technician with appropriate skills.

[The](#) VoteCal [System](#) documentation must include complete records of all changes made to the system during the warranty, maintenance and operations period [\(Phase VII\)](#), including the specific change made and the reason for the change.

[The](#) VoteCal [System](#) documentation must include complete records of all incidents and problems reported or encountered during the warranty, maintenance and operations period, including the specific symptoms, the disposition of the problem, and reference to the specific documented changes that were made as a result of the problem.

[The](#) VoteCal [System](#) documentation must include complete records of the system availability and all outages to any delivered system component or function during the warrant, maintenance and operations period, with specific reference to any incident or problem reports associated with each outage.

[The](#) VoteCal [System](#) documentation must include a complete inventory of all hardware and software components, including manufacturer, model or version, and any options or customizations.

NOTE: The SOS will not be able to initiate contract with Contractor for ongoing maintenance and operation beyond the first year [\(after Phase VII\)](#) until this deliverable has been completed and accepted by SOS.

Deliverable VII.3 – Full (Final) SOS VoteCal System Acceptance Sign-Off

Contractor shall present results of [full and final-final VoteCal](#) system acceptance to VoteCal Project Manager, Project Director, and Executive Steering Committee for acceptance in accordance with the Project Management Plan and Integrated Project Schedule. Acceptance requires resolution of SOS concerns and agreement concerning resolution. The SOS Project Director, upon recommendation of the VoteCal Executive Steering Committee, with input from IV&V and IPOC, will make [full \(final\)](#) acceptance.

~~Final-Full (and final) VoteCal system-System acceptance-Acceptance also~~ includes transferring all required licenses to the State ~~at Full System Acceptance at the end of Phase VII – First Year Operations and Close-out~~ without additional cost to the State. ~~Contractor shall also deliver the VoteCal System Application Source Code to SOS~~ [VoteCal System Delivery of Source Code as part of full \(and final\) VoteCal System Acceptance.](#)

Deliverable VII.4 – Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable VII.5 – Complete Contract Implementation Close-Out

Contractor shall submit a report indicating that all closeout tasks are complete including status of deliverables and outstanding issues.

ATTACHMENT 6 – SECRETARY OF STATE STATEMENT OF WORK SPECIAL PROVISIONS

The following are the Secretary of State's Statement of Work Special Provisions:

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise.
 - a) "Acceptance Criteria" means the subset of Specifications against which each Deliverable or Service shall be evaluated and which are described in DEDs.
 - b) "Certification" means the State's receipt of notice and, if requested by State, full supporting and written documentation (including without limitation test results) from Contractor that Contractor has, as applicable: completed a Deliverable or Service in accordance with its Acceptance Criteria or pre-tested a system for compliance with the applicable Specifications; and confirmed that the Deliverable, including but not limited to the VoteCal ~~Solution~~System, is ready for applicable Acceptance Tests and/or implementation.
 - c) "DED" means a Deliverable expectation document, which contains applicable Acceptance Criteria for a Deliverable or Service.
 - d) "Deficiency" means a failure of a Service or Deliverable or an omission, defect or deficiency in a Service or Deliverable, which causes it not to conform to its applicable Specifications.
 - e) "Software Failure" means a malfunction in the Contractor-supplied Software which prevents or impairs the accomplishment of work or a failure to meet or perform in accordance with Specifications.
 - f) "Specifications" means the technical and other written specifications and objectives that define the requirements and/or acceptance criteria, as described in the RFP, Documentation and subsequent Deliverables which have received Acceptance. Such Specifications shall include and be in compliance during the term with all performance standards, service level agreements, warranties, and applicable state and federal policies, laws, and regulations. The Specifications are, by this reference, made a part of this Contract, as though completely set forth herein.
 - g) "Work Plan" means the overall plan of activities for the delivery of Services and Deliverables, and the delineation of tasks, activities and events to be performed and Deliverables to be produced with regard thereto, as provided in accordance with this Contract.
2. **INSPECTION, ACCEPTANCE AND REJECTION:**
 - a) Contractor shall provide State with the Deliverables and Services on or before the applicable delivery dates in the Work Plan, as mutually agreed upon in writing and described in this Contract. Contractor shall utilize the Specifications, the DEDs, the Project Plan, the RFP, the Contractor's Proposal, the Deliverables for which State has previously granted Acceptance, Contractor's professional knowledge, and this Contract as the basis of subsequent Deliverables and Services.
 - b) All Deliverables and Services shall be subject to State's Acceptance, including without limitation Deliverables and Services provided pursuant to Work Authorizations, System Change Authorizations and Technical Service Requests. At the State's request,

Contractor shall provide a walk-through of a Deliverable or Service prior to delivery or Acceptance thereof, notwithstanding the absence of a requirement as such in a definition document. The State's review of Deliverables and Services shall be in accordance with the time frames established therefor in the Work Plan.

- c) Upon delivery of a Deliverable or Service and receipt of Certification from Contractor that the Deliverable or Service meets its Acceptance Criteria, State will, with Contractor's assistance, promptly review or perform Acceptance Tests on the Deliverable or Service, as applicable, to determine whether the Deliverable or Service conforms to its Acceptance Criteria. State will provide Acceptance for a Deliverable or Service if it has no Deficiencies.
- d) If a Deficiency is found, State will notify Contractor in an email or other document of the deficiencies used as grounds for State's decision not to give Acceptance. Contractor shall correct Deficiencies and resubmit a corrected Deliverable to State or re-perform a Service for State which will review or perform Acceptance Tests to verify whether the Deliverable or Service lacks Deficiencies and in writing shall either give its Acceptance or reject it following such review or Acceptance Tests. Contractor's times for correcting Deficiencies and State's reviews shall be in accordance with the timeframes set therefor in the Work Plan. If time periods for correcting Deficiencies by Contractor and reviewing and retesting corrected Deliverables or Services are unspecified, each such time period shall be ten business days.
- e) If Contractor is unable to correct all Deficiencies in the Deliverable or Service within the number of days of the Deliverable's Certification as required in the Work Plan, or if no such date is in the Work Plan, within 30 calendar days from such Certification, State may, at its option: (a) immediately reject the Deliverable or Service and terminate in accordance with Attachment 2 – IT General Provisions, Paragraph 23(a); (b) request Contractor to provide a replacement Deliverable or Service for further Acceptance Tests; (c) set-off from the Purchase Price to the extent State determines the Deficiencies for the Deliverable or Service have not been corrected and provide Acceptance for the Deliverable or Service; or (d) continue performing Acceptance Tests on the Deliverable or Service and require Contractor to continue until Deficiencies are corrected.
- f) Notwithstanding anything to the contrary in the IT General Provisions, if the State does not provide such notice of rejection within the time period in the Work Plan or, if no such time is in the Work Plan, within 30 calendar days of Certification, such Deliverables and services will be deemed to have been rejected, and acceptance by the State will not be final and irreversible, including but not limited to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- g) In addition to its other remedies, if Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations hereunder, the State shall have the right to withhold any and all payments due hereunder without penalty or work stoppage by Contractor until such failure to perform is cured.
- h) Contractor shall submit a DED to the State for each Deliverable due under the Contract. The DED for each Deliverable is itself a Deliverable and is due for delivery to the State in accordance with the terms of the Work Plan. 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. Each DED will contain the following:

- (i) An annotated outline of the Deliverable, table of contents, sample format and sample pages and general description of the information that will be contained in the Deliverable.
 - (ii) Time frames for activities related to the Deliverable, including without limitation dates for the Deliverable consistent with the Work Plan;
 - (iii) Proposed State review timeframes for the Deliverable consistent with the Work Plan;
 - (iv) Contractor correction time frames for the Deliverable; and
 - (v) Acceptance Criteria which are consistent with the requirements of this Contract, prior Deliverables and communications between the parties.
- i) Unless otherwise permitted by the Work Plan, work on subsequent Deliverables may not proceed prior to the State's formal Acceptance of the preceding Deliverables. However, if Contractor proceeds with work on subsequent Deliverables prior to such Acceptance of preceding Deliverables, with or without the State's approval, Contractor shall proceed with such work at Contractor's sole risk and understanding Contractor may need to repeat previously performed Work without payment therefor by the State.
- j) In the event of a contradiction, conflict, ambiguity or inconsistency in or between Deliverables or Services and other documents comprising this Contract, including without limitation a Deliverable that has already received Acceptance, any such contradiction, conflict, ambiguity or inconsistency shall be resolved in favor of the latest State-approved Deliverable except in the case where a previous documented requirement is inadvertently omitted or not addressed directly in a subsequent Deliverable. No requirements can be omitted from the Specifications without the written consent of the State Project Manager.
- k) Contractor shall be responsible for training identified State and County staff on all aspects of the VoteCal ~~SolutionSystem~~ (and in the context of the fuller VoteCal Solution). While constructing and developing the Deliverables, and during Acceptance Tests, Contractor shall demonstrate and provide information to staff designated by State about the functions and operations of the VoteCal ~~Solution-System~~ in accordance with the applicable Specifications and the Work Plan. The State's training Acceptance Tests shall not be considered concluded until all identified staff are successfully trained and the ~~VoteCal Solution~~ VoteCal System knowledge transfer and ~~VoteCal-Solution~~ VoteCal System operations transition has occurred in accordance with the Specifications.
- l) The initial Work Plan shall be comprised of Contractor's Work Plan in the proposal submitted in response to the RFP. This initial Work Plan shall be revised by Contractor to reflect Project changes since Contractor's initial submission. Contractor shall deliver the revised Work Plan, which shall be a deliverable, to the State Project Manager for State's review not later than 30 calendar days after the Effective Date. In the event of failure of the parties to agree upon this Work Plan and/or of State to give its Acceptance thereof within 45 calendar days of the Effective Date, State may invoke its right to immediately terminate this Contract.
- m) Contractor shall provide updates to the Work Plan at least weekly and as otherwise necessary throughout the Project to accurately reflect the status of activities, tasks, events, Services, and projected completion dates for such activities, tasks, events and Services. Any such update changes must be agreed upon by State prior to their final incorporation into the schedule in the Work Plan. However, unless otherwise specifically agreed to in writing, State's agreement on a change to the Work Plan shall not relieve Contractor of

liability for liquidated damages and other damages arising from such failures to perform its obligations as required herein. Contractor shall maintain updated copies of the Work Plan in a common server drive accessible by State.

- n) The Work Plan schedule shall not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed beforehand in writing by State. However, the schedule may, in State's discretion, be extended on a day-to-day basis to the extent that State's review of a Deliverable and review of corrections of Deficiencies in accordance with the Acceptance process is longer than described in the Work Plan. Contractor shall continue to perform its obligations that are not affected by State review and shall mitigate any impact on Contractor from such delays caused by State, e.g., redirecting its Staff to perform other tasks, to the extent reasonably possible. To the extent it cannot redirect Staff and mitigate such impacts, then an adjustment, if any, to the Schedule will be made, if appropriate, based upon the State Project Manager's reasonable consideration of all relevant circumstances, including but not limited to Contractor's opportunity and efforts to mitigate the effect of the impact and if State's failure to perform is not due to an event described in Attachment 2 – IT General Provisions, Paragraph 24 (Force Majeure).

3. WARRANTIES:

- a) Contractor represents and warrants that each Deliverable, including without limitation the ~~VoteCal Solution~~VoteCal System, shall be free from defects in material and workmanship and shall conform to its applicable Specifications following its Acceptance and during the term of the Contract. Where the parties have agreed to design Specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Contract directly or by reference, Contractor will warrant that its Deliverables provide all functions required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Commercial Software will also perform in accordance with its license and accompanying Documentation. Contractor also warrants that any Third-Party Software proposed in the Proposal for use by the State, as integrated into the ~~VoteCal Solution~~VoteCal System, shall perform the functions described in the applicable Specifications.
- b) Contractor shall trace the cause of the Deficiencies in the Deliverables or Services, promptly repair or replace each of the Deliverables or promptly re-perform a Service that does not meet its Specifications or is in breach of the warranties described herein, and shall take the lead on contacting Service Partners and other third parties (including Third Party Software licensors) and coordinating the work required to correct the Deficiency or create a workaround to resolve the Deficiency, including those Deficiencies caused by Third Party Software, at no additional charge during the term of the Contract. The State's approval of designs or Specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- c) Should the State in its sole discretion consent, Contractor shall refund all amounts paid by the State for the nonconforming Deliverable or Service and for any other Deliverable that is impacted or affected by the nonconforming Deliverable or Service and pay to the State any additional amounts necessary to equal the State's cost to cover, i.e., the cost, mitigated in accordance with applicable law, of procuring substitute Deliverables or Services of equivalent capability, function, and performance. Notwithstanding anything to the contrary in the IT General Provisions, the remedies therein and in these Special Provisions shall not be the State's sole and exclusive remedies and Contractor's sole obligations for breaches of the warranties in the Contract.
- d) Contractor does not warrant that all Software provided hereunder is error-free. Contractor does not warrant and will have no responsibility for a claim to the extent that it arises

directly from (1) a modification to the ~~VoteCal Solution~~VoteCal System by State where such modification was not made pursuant to the Documentation or Contractor's guidance, instruction, training or recommendation, (2) use of Software in combination with or on products other than in accordance with Documentation or Contractor's guidance, instruction, training or recommendation, (3) the act or omission of non-Contractor employees or subcontractors to the extent that the occurrence of such act or omission was not due to the Documentation or Contractor's guidance, instruction, training or recommendation, (4) malfunction of Equipment not under the control of Contractor or (5) misuse by the State.

- e) Where Contractor resells Equipment or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.
- f) Contractor warrants that each copy of the Software provided by Contractor is and will be free from physical defects in the media that tangibly embodies the copy. Contractor shall replace, at Contractor's expense including shipping and handling costs, any Software provided by Contractor that does not comply with this warranty.
- g) Contractor represents and warrants that it has the full power and authority to grant to State the rights described in this Contract without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor. Contractor further represents and warrants that the person executing this Contract for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Contract, and that all requirements of Contractor have been fulfilled to provide such actual authority.
- h) Contractor warrants that:
 - (i) It shall perform all Services required pursuant to this Contract in a professional manner, with high quality in accordance with the software development and implementation industry;
 - (ii) It shall give high priority to the performance of the Services; and
 - (iii) Time shall be of the essence in connection with performance of the Services, i.e., Contractor must strictly adhere to the mutually agreed upon schedule for performance of Services as set forth in the Work Plan.

4. OTHER PROVISIONS RELATED TO OPERATIONS OF THE AGENCY:

- a) HAVA funds can only be used for the purposes for which the HAVA funds are made;
- b) No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement to 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. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.

- c) 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
- d) 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;
- e) 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;
- f) Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of Contractor;
- g) 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.
- h) 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
- i) 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.
- j) 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>
- k) Incompatible Activities - Secretary of State Policy Regarding Political Activity in the Workplace
- l) The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the

Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

- m) 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.
- n) 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.
- o) 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.
- p) 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).
- q) 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.
- r) 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.
- s) 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.
- t) 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.
- u) 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.
- v) 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.

- w) 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.

5. RIGHTS:

- a) Deliverables.

(i) The State shall own all right, title and interest in and to the Deliverables, including without limitation the Software (~~including VoteCal Application~~ VoteCal System Application Software but excluding Platform Software for which ownership is not subject to sale). Contractor shall take all actions necessary to transfer ownership of all right, title and interest in and to the Deliverables to the State upon their Acceptance.

(ii) As used herein, "Product" includes all products of services performed under this Contract, including without limitation the Deliverables and Data, and excluding (1) Contractor's administrative communications and records relating to this Contract and (2) the ideas, concepts, or know-how identified in sub-section c). All Products shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Contractor agrees to assign, and hereby assigns, all copyright in such work to the State.

- b) Pre-Existing Materials. Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") are not subject to the ownership provision of previous sub-section. However, if Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract ~~will be subject to the ownership and licensing provisions of the previous paragraph~~ shall be owned by the State.

c) Ideas, Concepts, or Know-how. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State ~~may be used by either party without obligation of notice or accounting~~ shall be owned by the State.

e)d) Contractor shall, at the expense of the State, assist the State or its nominees to obtain registrations of copyrights, trademarks, or patents, and other rights for all such works in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country trademarks, copyrights, and patents, and other rights, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Contractor also agrees to waive and not assert any moral rights it may have in any such works.

6. LIMITATION OF LIABILITY:

Notwithstanding anything to the contrary in the IT General Provisions:

- a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort (including negligence), shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the

aggregate Contract price, i.e., the amount designated as such on Standard Agreement page 1, STD 213.

- b) The foregoing limitation of liability shall not apply (i) to liability under the IT General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision in this Attachment 6 or the IT General Provisions calling for liquidated damages or indemnification; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible or intangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action or (v) to Contractor's breaches of its confidentiality obligations.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort (including negligence), shall be limited to the Purchase Price, as that term is defined in subsection a) above, although nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, or special damages, even if notification has been given as to the possibility of such damages, except: (i) to the extent that Contractor's liability for such damages is specifically set forth in this Statement of Work; or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b) above.
- e) If the State terminates the Agreement as provided above in this section, Contractor shall return to State all amounts paid by State for the rejected Deliverable and Service and other Deliverables returned by the State.

7. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible and intangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditioned upon the following:

- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations at Contractor's expense.

8. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions, and the State shall have the right to exercise its remedies. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 calendar days following the date of the final decision or one year following the accrual of the cause of action, whichever is later.

9. TERMINATION OF STATE:

- a) Except when federal or State legislative action or inaction has resulted in a failure to pay amounts due the Contractor under the Contract or when the State is exercising its rights and remedies under the Contract, Contractor may terminate this Contract as of a date specified in the notice of termination, by giving notice to the State, if the State fails to pay Contractor material amounts on undisputed invoices when due under the Contract within 90 calendar days of receipt of notice from Contractor of the failure to make such payments. Contractor shall not have the right to terminate the Contract for the State's breach of the Contract except as provided in this Section.
- b) Upon the expiration of this Contract or the termination of this Contract for any reason, State's rights to the Contractor Technology will be as follows:
 - (i) Unless otherwise agreed to between the parties as part of a turnover plan, Contractor will provide State or its designee a license to use and reproduce for the State's internal purposes Pre-Existing Materials and provide technical and professional support and maintenance support;
 - (ii) State will have use of the Pre-Existing Materials at no cost; and

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- (iii) Contractor's rates for the technical and professional support and maintenance support services addressed above will not exceed the lesser of:
 - (1) Reasonable and customary rates for such services; or
 - (2) Contractor's rates for comparable services for other customers.
 - c) Upon expiration of the Contract or Contractor's receipt of notice of termination of the Contract by State, Contractor will provide any transition assistance Services necessary to enable State or its designee to effectively close out the Contract and move the work to another vendor or to perform the work by itself. Within ten calendar days of receipt of the notice of termination, Contractor shall provide, in machine readable form, an up to date, usable copy of the data in a format as required by State and a copy of all documentation needed by State to utilize the data. Contractor will ensure that all consents or approvals to allow Contractor and its Subcontractors to provide the assistance required following termination or expiration have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to State.

Glossary of Terms

TERM/ACRONYM	DEFINITION
Accept and Apply	In VoteCal, the process of receiving and validating data, and incorporating the data into the VoteCal database.
ADA	Americans with Disabilities Act
Address Library	The stored data for a county that (a) identifies all potential standard addresses and whether the address is eligible as a residence address for voter registration and (b) the associated home precinct for that residence. This data is used to assign all new registered voters and re-registered voters with an address change within that county to a home precinct.
Antivirus	Antivirus software is a type of application that will protect VoteCal from viruses, worms and other malicious code. The antivirus programs should monitor traffic while you surf the Web, scan incoming email and file attachments and periodically check all local files for the existence of any known malicious code.
Application System Software	Software developed or adapted to work with Pplatform Ssoftware and hardware to solve a specified and unique set of business and technical requirements for a customer. See also Platform Software.
<u>Application Software</u>	<u>Software that is developed to achieve a specific set of interrelated tasks and may be custom developed or commercially available. An application software product that is developed to support a general class of commonly occurring tasks --- such as common business functions (e.g., accounting software) or office automation functions (e.g., word processors) --- and is intended to be used by a diverse set of end-users in different settings is referred to as a commercial application software product. When an application software product is developed to perform a very specific set of tasks to meet the needs of a more limited number of end-users --- sometimes the needs of a single end-user organization or set of organizations --- this is often referred to as a custom application software product.</u>
Application System Support	Includes performance, capacity and throughput monitoring of individual application subsystems and major application performance; change management and coordination; development of functional enhancements or corrective application code; patch and version installation, configuration and testing; problem investigation, and resolution or escalation; upkeep of change records and performance statistics; and end user support.
Archive	The process of retaining the system records forever – No purging
Archived Voter Records	'Archived voter records' includes all data associated with the voter whose record has been archived, including document and signature images. SOS intends that such records may be removed from the active database of voters for performance purposes, but that they must be retained <i>permanently</i> in such a manner that they can be included in searches, viewed and/or restored to the active database of voters.
ARCP	Alternate Residence Confirmation Postcard (Elections Code §2224)

TERM/ACRONYM	DEFINITION
Ballot Style	A unique combination of contests that define a particular ballot, making it unique from all other ballots within the jurisdiction. (A unique ballot style may be used by more than one precinct. Similarly, in a Primary Election there may be more than one ballot style associated with a particular precinct to accommodate the various partisan voters.)
Calvoter	Calvoter Statewide Voter Registration and Election Management System, the current SOS system and application used to collect and compile voter registration data from all 58 counties.
CAN	Change of Address Notification
Canvass	The public process of processing and tallying all ballots received in an election, including, but not limited to, provisional ballots and vote-by-mail ballots. The canvass also includes the process of reconciling ballots, attempting to prohibit duplicate voting by vote-by-mail and provisional voters, and performance of random auditing to verify the integrity of the vote results.
CASS	U.S. Postal Service Coding Accuracy Support System
CDCR	California Department of Corrections and Rehabilitation
CDPH	California Department of Public Health
COA	Change of Address
COEMS	DTS Gold Camp Campus co-location facility Customer-owned Equipment Managed Service
Confidence Level of Match	A value assigned to matching criteria for a particular matching process to approximate the likelihood that the match is valid.
Confidential Voters	Those voters who register under the provisions of EC §2166, 2166.5 & 2166.7, for whom parts of their voter registration data is confidential and may not be publicly released, and may only be displayed or printed for authorized VoteCal users with appropriate privileges.
COTS	Commercial-off-the-Shelf
CVRDB	The core database application for the Calvoter system. The CVRDB is a proprietary database application owned and licensed by Election Systems & Software (ES&S).
DBMS	Database Management System (e.g. Oracle, Sybase)
Defense in-depth	Also called in-depth security, the principle of using a layered approach to network security to provide even better protection for your computer or network. In-depth security uses layers of different types of protection from different vendors to provide substantially better protection. (See link article for additional information)
Deliverable Expectation Document	A Deliverable Expectation Document (DED) describes the contractor's proposed approach to preparing a deliverable, including the methodology, format, content and level of detail. This document is prepared by the contractor prior to beginning work on the deliverable and must be approved by the project.
Development Environment	A separate technical environment for use by multiple developers to write and develop code.

TERM/ACRONYM	DEFINITION
DFM Associates	Vendor that developed, licenses and supports EIMS, a county election management and voter registration system.
DGS	Department of General Services
DGSPD	Department of General Services Procurement Division
Disaster Recovery	Disaster recovery is the process, policies and procedures related to preparing for recovery or continuation of technology infrastructure critical to an organization after a natural or human-induced disaster. Disaster recovery is a subset of business continuity. While business continuity involves planning for keeping all aspects of a business functioning in the midst of disruptive events, disaster recovery focuses on the IT or technology systems that support business functions. The California CIO defines all recovery planning under the definition of Operational Recovery Planning in SAM section 4843.
DHCP	Dynamic Host Configuration Protocol software that automatically assigns IP addresses to client stations logging onto a TCP/IP network.
Diversity of design	Design Diversity is defined as the approach in which the hardware and software elements that constitute a system are not copied, but are independently designed to meet the system requirement. The ability of a system to continue the correct delivery of its service even in the case of error conditions or intrusions is of utmost importance for critical applications such as VoteCal.
DIMS	Vendor that developed, licenses and supports DIMS-NeT, a county election management and voter registration system.
DL/ID or DL#	DMV-issued California Identification Card number or California driver's license number.
DMV	Department of Motor Vehicles
DOB	Date of birth
Domicile County	The county in which a voter resides and is legally entitled to vote based on the voter's legal residence address.
E-60	60 th day prior to the scheduled election
EC	Election Code
EIMS	Election Information Management System – the proprietary county election management and voter registration system developed, licensed and supported by DFM Associates.
Election Certification	At the conclusion of the Official Canvass, each county certifies the vote results for that county's election and that the election was conducted in accordance with law. Once each county has certified its election, the Secretary of State certifies the election results for State and Federal offices.
Election Period	The time period that includes all calendar days that fall between 75 calendar days prior to an election for state or federal office and 40 calendar days after that same election, inclusive.
EMS	Election Management System

TERM/ACRONYM	DEFINITION
ES&S	Election Systems and Software - Vendor that developed, licenses and supports LEMS, a county election management and voter registration system.
Exact match	Matches where all data in each criteria field are identical between matching records.
Executive Steering Committee	The SOS governance organization that acts as the decision making body for VoteCal.
External Stakeholders	Legislature, judicial districts, other state and local governmental agencies interested in voter registration information
EZA	Enterprise Zone Act
GCDC	Department of Technology Services Gold Camp Campus (formerly known as Teale Data Center)
GUI	Graphical User Interface
HAVA	Help America Vote Act of 2002
Home Precinct	The base precinct to which a voter is assigned such that all voters within that precinct are resident within the same political districts.
Intrusion Detection System (IDS)	An IDS (Intrusion Detection System) is a device or application used to inspect all network traffic and alert the user or administrator when there has been unauthorized attempts or access. The two primary methods of monitoring are signature-based and anomaly-based. Depending on the device or application used, the IDS can either simply alert the user or administrator or it could be set up to block specific traffic or automatically respond in some way.
IDV	Verification process used by DMV.
IE	Internet Explorer
IFB	Invitation for Bid
Integrated Project Schedule	An integrated project schedule reflects project tasks, durations, dependencies, and resources assigned for project tasks involving the vendor and SOS team. It will also show milestones for deliverables expected from external entities (vendors, other state agencies, local registrars, etc.). It provides a comprehensive view of what will occur, when, who is expected to do it, and how tasks relate to one another.
Interactive	Allows user to view and modify data in the VoteCal database directly on a real time basis.
IPOC	Independent Project Oversight Consultant
ITD	Information Technology Division (of SOS)
IEEE	Institute of Electrical and Electronics Engineers
Issue	A situation, problem, or an activity that has happened or is happening at present which impacts upon the approved Project Plan.
IV&V	Independent Verification and Validation

TERM/ACRONYM	DEFINITION
Jury Wheel	An extract of selected voters within a district, based on a specified selection formula that is provided to the courts for selection of potential jurors.
JWE	Jury Wheel Extract
LAMBRA	Local Agency Military Base Recovery Area
LDAP	Lightweight directory access protocol
LEMS	Local Elections Management System - the proprietary county election management and voter registration system developed, licensed and supported by ES&S.
Level 1 Call	Initial problem report and intake. A solution problem of any severity reported to a Level One Help Desk, including those that may be immediately escalated to Level 2.
Level 1 Help Desk	Problem report intake; issue triage, initial analysis and intervention and/or escalation; solution navigation and customer care and end user support related to business functionality. May also include maintenance of ticket status, problem diagnostic information, reporting, and user change coordination.
Level 2	Advanced Application and Technical Support. Intake of problems escalated as irresolvable from Level 1; additional problem diagnostics and analysis; application of monitoring, probe and other technical investigatory techniques; problem triage, intervention and/or resolution; coordination of problem response across expertise types (e.g., network, systems, database, application); problem referral and escalation; and problem documentation, tracking and reporting. Once a problem is escalated, Level 2 is responsible for problem coordination among all levels and for reporting status to Level 1, and operational management.
Level 3 and above	Technical Support – Expert Engineering Level. Intake of problems escalated from Level 2; additional problem diagnostics, analysis and correction requiring specialized expertise or access.
List Maintenance	In VoteCal, the process of verifying data for registered voters so that (a) address and other data is current and accurate and (b) the registration rolls are cleared of persons who are no longer eligible to vote.
Logical Architecture	Defines the processes (the activities and functions) that are required to provide the required services, which can be implemented via software, hardware, or firmware. The Logical Architecture is independent of technologies and implementations.
Mail-ballot voters	Voters who reside in a precinct that has been designated "all mail ballot", for which there is no polling place to vote on Election Day and who must cast their ballot by mail.
Maintenance and Operations (M&O)	Operational and technical support services required for information technology environments. Includes performance, capacity and throughput monitoring; firmware patch and version installation, configuration and testing; change control and coordination; troubleshooting; problem resolution and escalation; routine cleaning and adjustment; replacement of expendables; upkeep of maintenance and repair records; and upkeep of inventory status, aging and system health statistics.

TERM/ACRONYM	DEFINITION
Major Qualified Political Party	Democratic and Republican parties
Matching criteria	The designated set of fields and the designated rules for matching data within those fields to match and identify potential duplicate voter registration records and to match data from other sources (e.g., NCOA change of address data, DMV COA data, CDCR felon data, etc) against existing registration data.
Minor Qualified Political Party	Political parties that have qualified to participate in primary elections and appear on the ballot, in accordance with EC §5100.
MOTS	Modified-off-the-Shelf
MPSR	Monthly Project Status Report
NCOA	National Change of Address
NVRA	National Voter Registration Act
OCIO	The Office of the State Chief Information Officer. <u>As of January 2011, this entity became the California Technology Agency.</u>
Operational Recovery Planning	The management approved document that defines the resources, actions, tasks and data required to manage the technology recovery effort. Usually refers to the technology recovery effort. This is a component of the Business Continuity Management Program.
Orphan Precinct	A precinct that is not assigned to the required political districts, including US Congressional, State Senate, State Assembly, Board of Equalization, county Supervisorial and municipality/unincorporated area districts.
OSDS	Office of Small Business and DVBE Services
OTech	Office of Technology Services
Parallel Environment	A separately managed environment that replicates the production application for the pilot counties as they are run in parallel with the old system prior to acceptance.
Parties Attempting to Qualify	Parties that have declared their intention to become a qualified political party by getting the required number registered members by the E-135 day close prior to a statewide primary election in accordance with the provisions of EC §5100
Partner Agencies	DMV, CDPH, CDCR, EDD
Pending	Voters with a pending status are ineligible to vote and can only vote provisionally. A voter is assigned a pending status when there is insufficient registration information.

TERM/ACRONYM	DEFINITION
Platform Software	<u>A commercially or publicly available software product that generally serves to: enable an end-user or an application software product to interface with and operate computer hardware; provide and maintain an environment for running application software; or, provide a "foundation" upon which an application software product can be "built" by supplying functionality commonly needed by general or specific classes of application software (e.g., storage management systems, database management systems, and other commonly required utilities or products). The manufacturer's available setting options for platform software typically include the ability to configure the product to meet the needs of the individual users (or application software products). See also VoteCal System Application Software. Commercially or publicly available software products (including operating system, database management, message switching, backup/restore, security, performance monitoring, troubleshooting, source code compilers, and run-time libraries, debuggers, and storage management tools utilities, and any other system component which is commercially or publicly available through multiple resellers and that has not been modified for use in the VoteCal system) for which user configuration is within manufacturer's available setting options. See also <u>VoteCal Application System Software</u>.</u>
Production Environment	The final host environment for the solution application and required platform software.
Program Team	Members of the SOS team and members of the county staff.
PMI	Project Management Institute
PMBOK	Project Management Institute Body of Knowledge
PMP ®	Project Management Professional certification
PMP	As defined in the <i>PMBOK Guide Third Edition</i> , the Project Management Plan (PMP) is a formal, approved document that defines how the project is executed, monitored and controlled. It may be summary or detailed and may be composed of one or more subsidiary management plans and other planning documents. The objective of a project management plan is to define the approach to be used by the Project team to deliver the intended project management scope of the project.
Political district	A specified geographical area, within which all residents are eligible to vote for elected offices and ballot measures for that political district
PRCP	Pre-election Residency Confirmation Postcard (EC §2220)
Provisional Ballot	Ballot cast by a voter at the Polling Place when the voter does not appear on the Roster.
PVBMV	Permanent Vote-by-Mail Voter
PVRDR	Public Voter Registration Data Requests – Requests by legally qualified parties for voter registration data.
Qualified Political Party	Political parties that have qualified to appear on the ballot and who have qualified to participate in primary elections, in accordance with the provisions of EC §5100
RCP	Residence Confirmation Postcard (EC §2224)

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TERM/ACRONYM	DEFINITION
Report of Registration	The statistical report of voter registration in California broken down by political party affiliation and political districts on specific dates in accordance with EC §2187.
Re-registration	As used in the RFP, refers to all entry and processing of a voter registration affidavit that is submitted by a voter that is currently or has previously been registered to vote and for whom there is an existing record in VoteCal.
Risk	From the Master Issues List: Something that may happen and if it does, will have a positive or negative impact on the project.
Routine Transaction	
ROR	Report of Registration
SDD	Software Design Description
Sequoia Pacific	Vendor that developed, licenses, and supports Integrity, a county election management and voter registration system.
Severity One Problem	Problems that (a) prevent use of functionality required in the VoteCal RFP, Section VI, and for which no SOS-approved workaround has been identified that does not impact workflow unacceptably; and (b) security vulnerabilities identified by the State or SOS Information Security Officers or by the Platform product manufacturer.
Severity Two Problem	Any problem that prevents use of functionality required by the VoteCal RFP, Section VI, for which a SOS-approved manual or automated workaround has been identified.
Signatures in Lieu	Petition signatures gathered and submitted in support of a candidate as a substitute for all or part of the filing fees required as a candidate for that office. (EC §8061 and 8062)
Single exact match	An exact match of all fields in the matching criteria set to one and only one voter registration record.
Smart Names	A matching criteria for voter first names that recognizes common variants on that first name – e.g., Robert=Bob, Rob, Robby, Bobby, etc.
Software Support	See Application System Support.
SOS	California Office of the Secretary of State
Soundex	A phonetic algorithm for matching names based on phonetic pronunciation in English.
SRS	Software Requirements Specifications (document)
SSA	Social Security Administration
SSL	Secure Socket Layer
SSN	Social Security Number
SSN4	Last 4 digits of a person's social security number

TERM/ACRONYM	DEFINITION
System Administrator	An elections program employee of the California Secretary of State with appropriate administrative permissions to the VoteCal system to add or remove system users; reset access passwords; update elections records data; define and schedule reports; change the text associated with standard notices; set configuration parameters; and other appropriate administrative activities for the daily business operations of the VoteCal system.
Server Hardening	In a general sense, hardening is the process of securing a computer, system, network or application. More specifically, hardening is the removal or disabling of all components in a computer system that are not necessary to its principal function or functions. By reducing the purposes for which a system is used, the system is rendered less vulnerable to outside attack by hackers or other intruders. General hardening steps include limiting the number of users allowed to access a system tightening authentication and authorization and access control, and installing basic intrusion-detection/prevention software.
Staging Environment	A preproduction environment that replicates the production environment to stage new application releases prior to migration to the production environment.
Supplemental Roster	Polling place indices or rosters printed subsequent to the initial polling place roster to include voters whose registration was accepted after the printing of the initial roster.
System	For this contract, there are two "systems": the VoteCal Statewide Voter Registration System. The constellation of configured and integrated hardware, platform and application system software that constitutes the full satisfaction of specified business and technical requirements.
TACPA	Target Area Contract Preference Act
TCP/IP	Transmission Control Protocol/Internet Protocol
Test Environment	A separately managed environment appropriate for unit, systems and stress testing of the developed solution and its interfaces.
Tier	A group of counties whose numbers of registered voters falls into a specified range.
Training Development Environment	A technical environment for the development of training modules relevant to end user and system administrator experience with the developed solution and solution technical environments.
Training Environment	An independent technical environment established to facilitate instruction in solution features and navigation.
Transactional Basis	As used in the RFP, is meant to indicate cases where the data processing interaction between VoteCal and an external system (e.g., an EMS, DMV system, etc.) is on a record-by-record basis, as opposed to a batch-based sharing of files.
UDEL	Uniform District Election Law – provides rules for the consolidating and conducting multiple local elections into a single election within a county. EC Division 10, Part 4)
UID	Unique Identifier

TERM/ACRONYM	DEFINITION
Unique Identifier	Unique number assigned by VoteCal to a registered voter as required by HAVA, based on the verified DL/ID, if available; or the verified SSN4 if available and the DL/ID is not verified; or a unique number assigned to the voter if neither a verified DL/ID nor SSN4 is available.
UOCAVA	Uniformed and Overseas Citizens Absentee Voting Act
USDOJ	United States Department of Justice
USPS	United States Postal Service
VIG	State Voter Information Guide (also known as the Statewide Ballot Pamphlet)
VNC	Voter notification card – sent to a registered voter upon acceptance of new or updated registration, in accordance with EC §2155.
Voter Activity History	The collection of data, with respect to a specific voter, of actions taken, modifications made to the voter registration data, notices sent to voter, voter contacts made, notices received from voter, etc.
Voter Participation History	With respect to a specific voter, the data of which elections in which the voter has participated and how the voter participated (e.g., vote-by-mail, precinct voting, provisional ballot, etc.)
Voting Precinct	The geographical based area to which voters are assigned to vote for a specific election.
Voter Registration Data	Includes all data in the voter's registration record, the voter's activity history, the voter's participation history, and all document images associated with the voter.
<u>VoteCal System</u>	<p><u>That subset of the VoteCal Solution that includes all hardware, telecommunications, and software and procedural products and processes primarily hosted (originating) at SOS and required to develop, test, deploy, maintain and operate the VoteCal automated processing, where the VoteCal automated processing is comprised of the following system components:</u></p> <ul style="list-style-type: none"> • <u>Platform Software;</u> • <u>Third-Party Software;</u> • <u>VoteCal System Application Software; and,</u> • <u>Other software or information needed to develop, test, deploy and operate the VoteCal System.</u> <p><u>[See VoteCal Solution]</u></p>

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TERM/ACRONYM	DEFINITION
<u>VoteCal Solution</u>	<p><u>The term representing the most inclusive scope of the processes, hardware, and other activities required to address the HAVA voter registration requirements within the state of California and its 58 counties and to address requirements specified in the VoteCal RFP. The VoteCal Solution includes hardware, telecommunications, software and automated and procedural products and processes necessary to:</u></p> <ul style="list-style-type: none"><u>• Develop, test, deploy and operate the VoteCal System, including the VoteCal System interface with the Employment Development Department (EDD), the California Department of Corrections and Rehabilitation (CDCR), the California Department of Public Health (CDPH), and Department of Motor Vehicles (DMV);</u><u>• Remediate the EMS' to enable each to support data integration and interface with the VoteCal System;</u><u>• Train and prepare County and SOS staff to operate the VoteCal system and/or its interface to the EMS; and,</u><u>• Revise, develop, implement, and train on the business processes and procedures needed to support the California counties and the SOS in their ongoing performance of their respective voter registration-related activities and tasks required in order to comply with HAVA once VoteCal is implemented.</u>
<u>VoteCal System Application Software</u>	<p><u>The subset of the VoteCal System that is developed or otherwise provided by the Contractor to meet the requirements of the contract for the VoteCal System (as contrasted to platform software). The VoteCal System Application software is not a work product as defined in the VoteCal RFP's Attachment 2, IT General Provisions, Provision 37(a). [See Platform Software]</u></p>
W3C	World Wide Web Consortium
WAN	Wide Area Network
WCAG	Web Content Accessibility Guidelines

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