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.**

	EVENT	DATE/TIME
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 2:00 PM, PST
3.	Last day to submit questions for clarification of the RFP requirements	11/12/10 By 2:00 PM, PST
4.	Last day to protest RFP requirements and request contract language changes prior to pre-qualification*	12/3/10
5.	Bidder pre-qualification packages due	1/24/11 By 2:00 PM, PST
6.	Release of Addendum #4	06/10/11
7.	Last day to submit Bidder's Intention to Submit a Proposal (Exhibit I.A) and signed Confidentiality Statement (Exhibit V.1.)	06/17/11 By 2:00 PM, PST
8.	Confidential Discussions with Individual Bidders. Confidential Discussions to be held at the Secretary of State's Office	06/27/11 – 06/30/11 (Time TBD)
9.	Last day to submit questions for clarification of the RFP requirements	07/12/11 By 2:00 PM, PST
10.	Last day to protest the RFP requirements and request contract language changes prior to pre-qualification*	08/26/11 By 2:00 PM, PST
11.	Bidder Pre – Qualification packages due	09/23/11 By 2:00 PM, PST
12.	Pre – Qualification Decision Announced	11/03/11
13.	Confidential Discussions with Individual Bidder. Confidential Discussions to be held at Secretary of State's Office	11/14/11 – 12/09/11 (Time TBD)
14.	Last Day to submit (1) requests for contract language changes (2) questions for clarification, or (3) requests for changes to the RFP requirements	12/23/11 By 2:00 PM, PST
15.	Last day to protest the RFP requirements	01/24/12 By 2:00 PM, PST
16.	Submission of Draft Proposals due to DGS	02/08/12 By 2:00 PM, PST
17.	Confidential Discussions (and potentially demonstrations) concerning Draft Proposals. Confidential Discussions to be held at the Secretary of State	04/03/12 – 04/24/12 (Time TBD)
18.	Submission of Final Proposals due to DGS	06/12/12 By 2:00 PM, PST

EVENT	DATE/TIME
19. Cost Opening (To be held at DGS)***	07/31/12 (Time TBD)
20. Notification of Intent to Award***	08/27/12
21. Last Day to Protest Selection***✷	08/30/12
22. Contract Award and Execution***	10/05/12

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 <u>NOT</u> ESTABLISH YOUR FIRM'S INTENT <u>NOR</u> 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 one hundred eighty (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 the second and third set of confidential discussions. (All vendors are welcome to attend the first set of 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 Attachment 1, 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 Before Pre-Qualification Packages Due***
Vendors are invited to meet with the State to discuss issues they may have with the RFP prior to submitting questions or protesting requirements in subsequent Key Action Dates. This round of confidential discussions is for a different purpose than the two rounds of confidential discussions for pre-qualified bidders, which are described below. The dates for the first round of confidential discussions can be found in Section I. F – Key Action Dates.

5. ***Confidential Discussions for Pre-Qualified Bidders***
The Secretary of State (SOS) shall enter into confidential discussions with pre-qualified Bidders to ensure that the pre-qualified Bidders understand SOS' needs and are able to submit a responsive Draft and Final Proposal. These sessions will provide an early opportunity for bidirectional feedback between 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 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 requirements in Section VI – Project Management, Business and Technical Requirements as well as review the deliverable requirements in Attachment 1, Exhibit 2 – VoteCal System Tasks and Deliverables. The State shall conduct these collaborative confidential discussions with only those Bidders that met the pre-qualification requirements and procedures in Section V Administrative Requirements.

During these sessions, the State will facilitate the review of Section VI – Project Manager, Business, and Technical Requirements and Attachment 1, Exhibit 2 – VoteCal System Tasks and Deliverables, and will request feedback from Bidders to ensure a common and complete

understanding of the 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 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 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 the second and third round confidential discussions will be held in daily half-day/four (4) hour sessions for approximately seven (7) weeks to ensure that all requirements can be adequately reviewed. Bidders must make every effort to ensure that the confidential discussions held between Draft and Final Proposal submission are attended by the Bidder's staff proposed in accordance with Section V – Administrative Requirements. It is the State's expectation that Bidder staff participating in the second and third round of confidential discussions would continue in the same role during the implementation contract. Each Bidder shall have no more than seven (7) personnel in attendance at any one confidential discussion to ensure effective and productive communication.

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 confidential discussions will be conducted at SOS headquarters in Sacramento, CA between the hours of 8:00 a.m. and 5:00 p.m. Pacific Standard Time/Pacific Daylight Time (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, 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.

6. <u>Examination of the Work</u>

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 E–Tasks and Deliverables.

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 via DGS' eProcurement website (BidSync) and the VoteCal website (http://www.sos.ca.gov/elections). 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.

b. 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.

c. 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) State working days to submit a protest of the requirement in the addendum according to the instructions contained in Section II.E.1 – Requirement Protest. 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 Requirements, only those items that are in the RFP that are changed by the addendum may be protested.

d. Letter of Credit
A Letter of Credit is required for this procurement, as specified in Section V - Administrative Requirements.

e. Follow-on Contracts (Public Contract Code [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 (1) phase of bid development. Refer to Section I – Introduction and Overview of Requirements to determine which phases and steps are included in this RFP. There is always a Final Phase, which may include a Draft Proposal and revisions, and will always include a Final Proposal. Bidders are required to submit a VoteCal Draft Proposal. Final Proposals are mandatory steps for all Pre-qualified Bidders. However, all Bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Bid. **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 – Rules Governing Competition, 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. ***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. Those Bidders who have already submitted a Letter of Intent to Bid shall submit another Letter of Intent to Bid if they intend to bid. 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 – Department Official, 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 Exhibit I.A - Bidder's Intention to Submit a Proposal 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 Exhibit I.A - Bidder's Intention to Submit a Proposal, a completed Exhibit V.1 - Confidentiality Statement.

4. ***Draft Proposals***

Bidders are required to submit 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 accordance with 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 sections 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.**

5. Draft Proposal Confidential Discussions

Draft Proposals will be the basis for a 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 that demonstrate it 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.

6. 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.h - 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 Draft Proposal and Final Proposal must be submitted no later than the dates and times specified in Section I.F - Key Action Dates. If mailed or delivered, Proposals must be received by the person identified in Section I.D - Department Official on, or before, the specified date and time. Proposals must be mailed or delivered to the person 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 specified in Section I. F - Key Action Dates 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 Section I.F - Key Action Dates. Modification to the Proposal that is 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.

h. Flawed Final Proposals
At 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. Bidders 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.

i. 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. It cannot be over emphasized that maintaining the confidentiality of information that is designated as confidential by the State is paramount.

j. 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.

7. 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. Demonstration
This procurement may require a demonstration of the Bidder's response to specific requirements before final selection in order to verify the claims made in the bid, corroborate the evaluation of the bid, and confirm that the hardware and software are actually in operation; in which case prior notice will be given. The Bidder must make arrangements for demonstration facilities at no cost to the State. Demonstrations must be conducted in Sacramento if they are required. The State reserves the right to determine whether or not a demonstration has been successfully passed. See Section X – Demonstration of Requirements for additional information.

d. 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; and 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, re-compute 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.

8. 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 one hundred eighty (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.2 - Alternative Protest Process.

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

9. 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. Requirements Protest

Requirements protests, as allowed in Section I.F – Key Action Dates, in the step before Draft and Final Proposals shall be submitted according to the procedure below.

Protests regarding any issue other than selection of the successful Bidder are "requirement protests" 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 requirement protest is submitted the Bidder must make full and timely use of the procedures described in Section II.C.5.a – Request to Make a Change to the Requirements of the RFP, 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 protests to the RFP requirements must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later that the respective time and date in Section I.F - Key Action Dates, for such protests. Requirements protests must be mailed or delivered to:

Street Address:	**Mailing Address:**
Deputy Director	**Deputy Director**
707 West Third Street	**P.O. Box 989052**
West Sacramento, CA 95605	**Sacramento, CA 95798-9052**

2. Alternative Protest Process

By submitting a Proposal, 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 language can be found in Exhibit II.B - Procedures for Conducting Protests under the Alternative Protest Process. Additionally, 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 third (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: The bond amount for this Alternative Protest Process Project shall be ten (10) percent of the Bidder's estimated contract value as submitted per Bidder's Section 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 person listed in Section I.D – Department Official 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 Official listed in Section I.D. 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 person 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 Request For Proposal (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 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."

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 fifty (50) percent of the proposed contract amount. The proposal offered a performance bond to cover “x” dollars, which was less than the required fifty (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.

Exhibit II. B.

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 Protestant who fails to comply with this subsection waives Protestant's right to protest.

(b) Protestant(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, Protestant 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 Protestant 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.
(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:
  (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.

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 III – CURRENT SYSTEMS AND OPPORTUNITIES

A. INTRODUCTION

The objective of this section is to provide a thorough understanding of the State's current voter registration, election systems, and related needs. In addition, this section discusses the manner and extent to which information technology is currently applied to the voter registration business functions within the State system. ***Bidders are in no way bound to the current technology or applications used within the Secretary of State (SOS) Information Technology Division (ITD) and are encouraged to propose the best business solution to meet the business need.*** This section is divided into the following subsections:

- Business Program, Functions, and Background;
- Business Problem and Opportunities;
- Customers and Users; and
- Current Technical Environment and Existing Infrastructure.

B. BUSINESS PROGRAM, FUNCTIONS AND BACKGROUND

The following overview describes the State's current voter registration functions and processes. This overview includes a brief description of the manual and automated processes that support the program.

Currently, voter files are maintained separately by the elections officials of each of the fifty eight (58) counties. Voter information is keyed or scanned into the county databases. Information in the voter file is used for a variety of purposes including:

- Determining in which precinct and political subdivision the voter resides based on voter's address;
- Determining a voter's eligibility to participate in a particular election, and the appropriate ballot style;
- Processing of absentee and provisional ballots;
- Calculating precinct size and drawing precinct lines;
- Determining district boundaries for political subdivisions within jurisdictions;
- Producing precinct rosters;
- Tracking absentee voters and mailed absentee ballots;
- Providing voter registration information to individuals and organizations eligible to receive this information;
- Conducting county residency confirmation, sample ballot, absentee voter applications, and other mailings;
- Hiring precinct workers;
- Verifying that a candidate is registered with the party they are running under and is a resident of the jurisdiction in which they are seeking nomination/election;
- Verifying signatures on petitions for initiatives, candidate nomination and similar instruments to ensure that the signer is a registered voter for the appropriate jurisdiction, has not already signed the same or a competing petition, and that the signature appears to match that of the registered voter;
- Providing lists for jury pool selection; and
- Processing and making notation of miscellaneous communications with voters (e.g., telephone calls, voter comes to office, etc.).

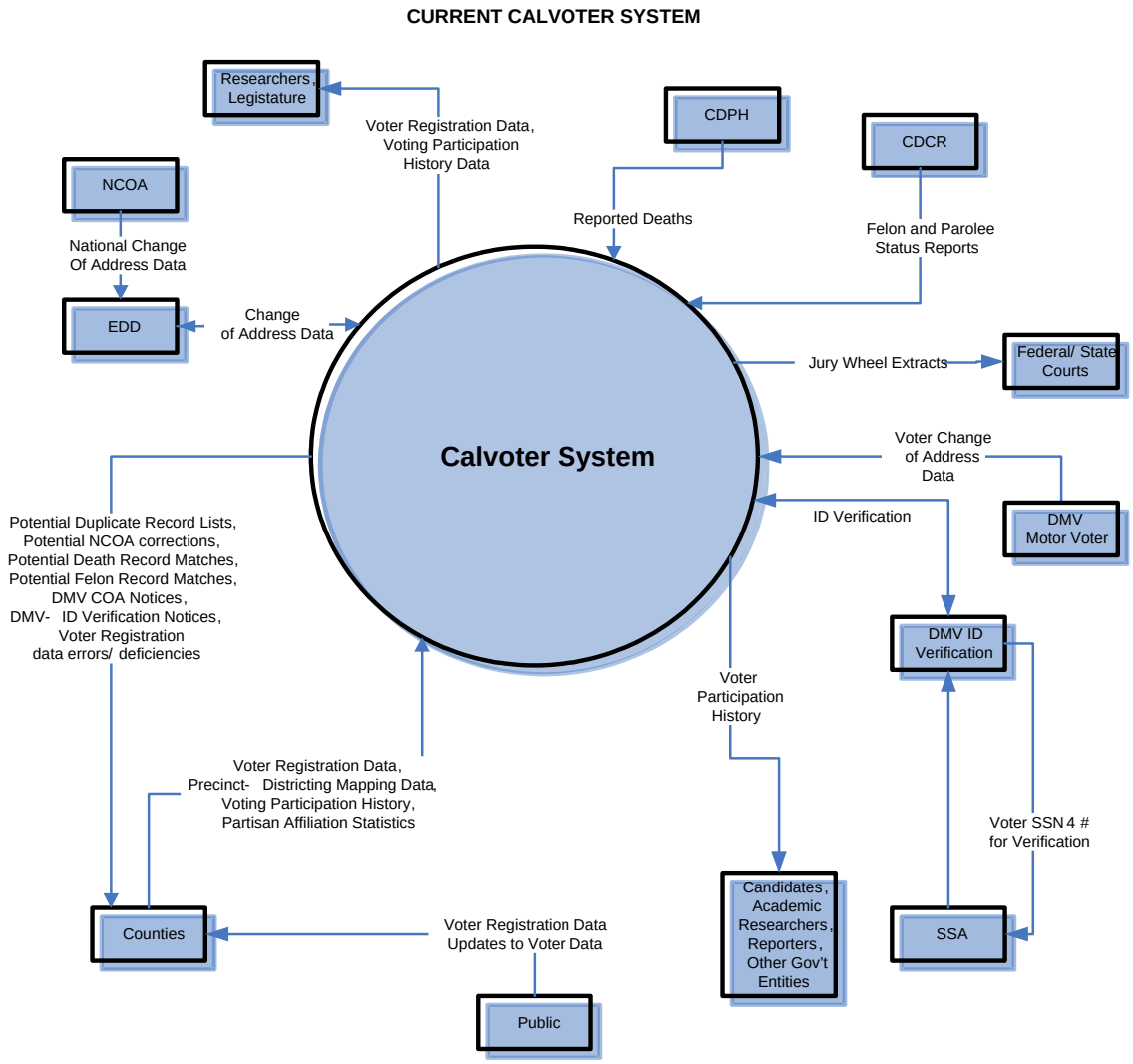
The SOS maintains the official statewide database of all registered voters, supported by the Calvoter Statewide Voter Registration and Election Management System (Calvoter). Calvoter contains a copy of the county voter records, kept current by daily updates from the counties. New voter records cannot be entered directly into Calvoter. Additions, changes, and deletion of voter information identified by the Calvoter system cannot be applied directly to the Calvoter database. Calvoter is updated once the counties have researched the changes, applied them to their databases and then sent their extracts to the Calvoter system in an update.

The existing Calvoter system was augmented during late 2005 with the development of a series of external automated processes. These processes, known collectively as the "interim enhancements," were added to achieve compliance with the Help America Vote Act (HAVA) as required by agreement with the United States Department of Justice (USDOJ) to avoid threatened litigation for the State's potential failure to meet the HAVA voter registration database requirements by the statutory January 1, 2006 deadline. These augmentations included:

- Establishment of interfaces to the California Department of Motor Vehicles (DMV) and the Social Security Administration (SSA) to support verification of unique identifiers provided by registrants;
- Implementation of a process to obtain and apply ineligible-felon information from the California Department of Corrections and Rehabilitation (CDCR);
- Enhancement of the existing process to obtain and apply death records from the California Department of Public Health (CDPH);
- Creation of new automated processes to identify non-standard and invalid county data and to notify counties of required corrections;
- Enhancement of existing processes to support the use of United States Postal Service (USPS) National Change of Address (NCOA) data to check all registered voter addresses on a monthly basis through the California Employment Development Department (EDD), SOS' current provider of NCOA services;
- Addition of new data elements to the State database to store and process information required by HAVA and the National Voter Registration Act (NVRA);
- Modification of Calvoter to load inactive voter records from counties, and to edit those records;
- Automation of processes to upload county data changes at the end of each business day to ensure daily currency of the Calvoter database;
- Modification of adaptable (those that could be changed) existing county voter registration systems to include new required data elements, to support verification of voter identification through DMV and SSA, to upload active and inactive records each day, and standardize data coding and formats; and
- Migration of existing non-adaptable (those that could not be changed) county voter registration systems to modified systems.

The following Figure III.1 describes the current business processes the Calvoter system supports.

Figure III.1 – Context Diagram for Calvoter System



1. *Current Voter Registration Process*

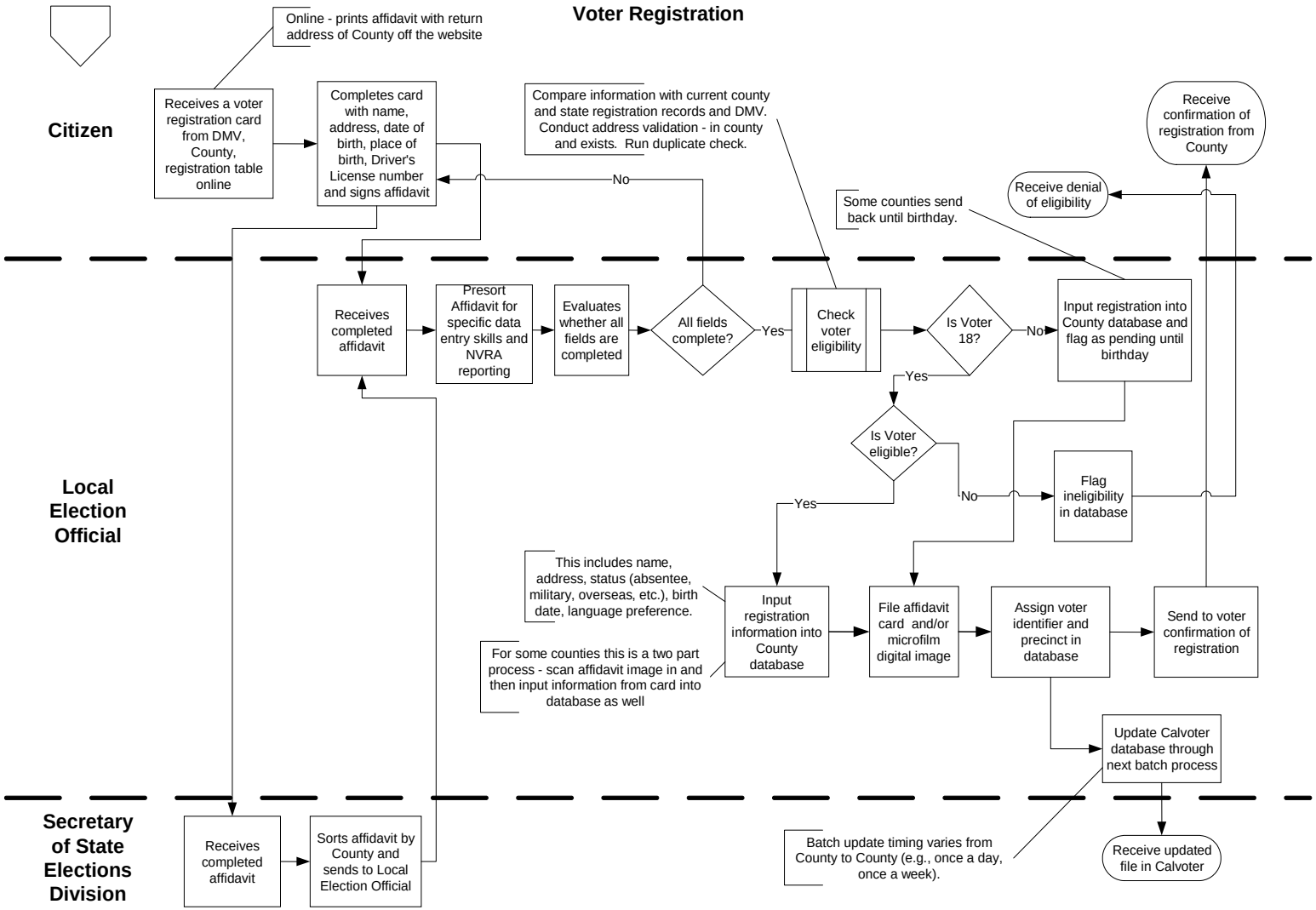
The registration process begins with the individual voter completing and signing an affidavit of registration and delivering it to the county elections officials' staff or the SOS by any of several delivery mechanisms, including:

- Personal delivery to the county elections officials' staff or the SOS (SOS delivers to appropriate county);
- USPS delivery to the county elections officials' staff or the SOS (SOS delivers to appropriate county);
- Third-party delivery by registration drive or political campaign staff;
- DMV delivery to SOS per program mandated by NVRA (SOS delivers to appropriate county);

- Registration at federal, state and local agencies providing food stamps, services to the disabled, or through the Aid to Families with Dependent Children (AFDC), Women/Infants/Children (WIC) programs or delivery to SOS (SOS delivers to appropriate county); and
- Alternative mail delivery services.

The following Figure III.2 depicts the typical steps involved in the voter registration process.

Figure III.2 – Current Voter Registration Process



2. Voter Registration List Maintenance Process

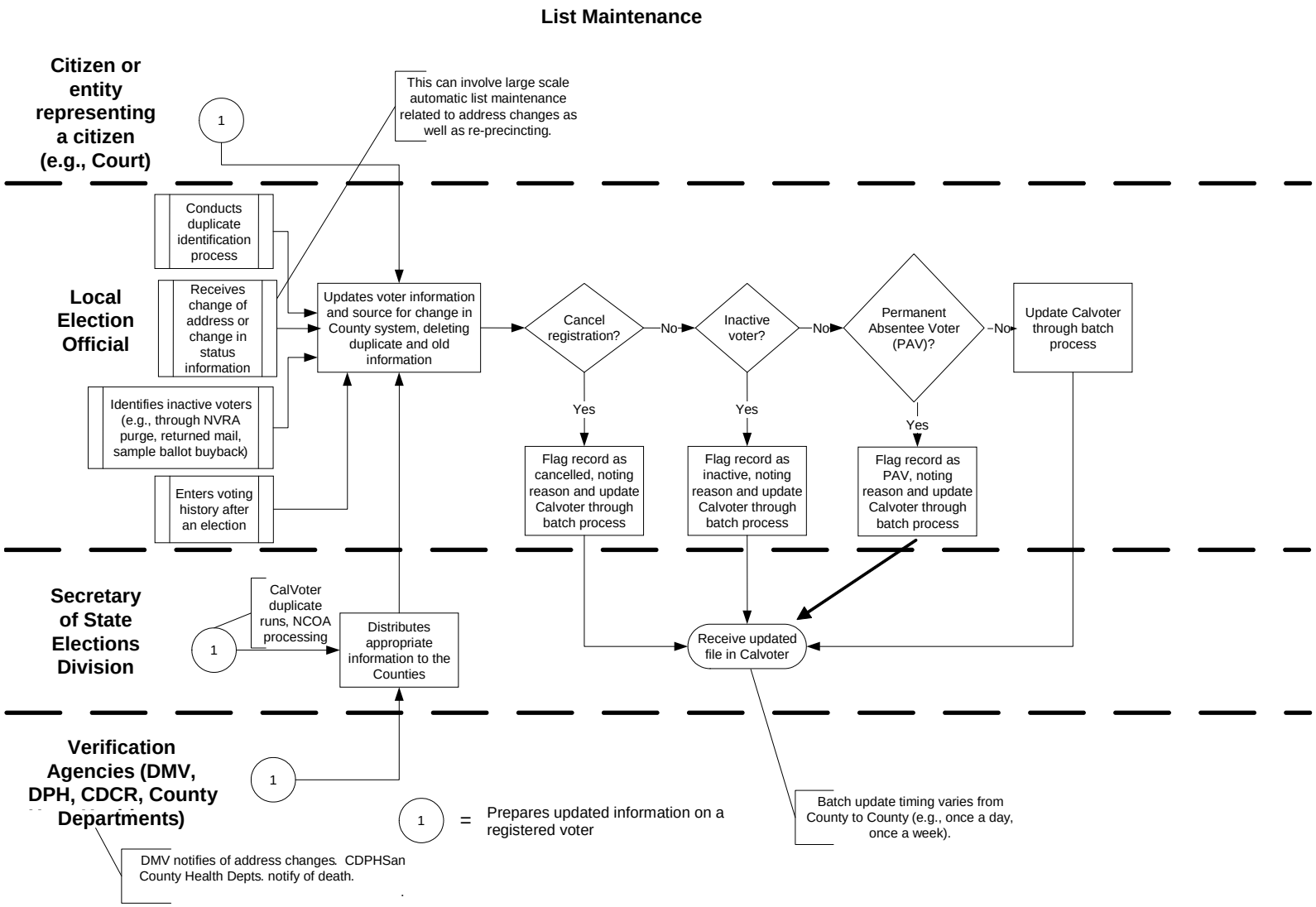
Duplicate, changed and invalid registrations are identified by election management systems (EMS') and Calvoter using any or all of the following means:

- Residency confirmation mailings;
- Use of the NCOA information by county elections officials' staff provided by the USPS;
- Notification from CDPH and/or the county Registrar of Births and Deaths of the death of a registrant;
- Change of address notification and other voter information from DMV and other state and federal agencies as designated under the NVRA;
- Notification from other jurisdictions that a voter has reregistered in a new location;
- Direct notification from individual voters that they have moved to another jurisdiction or otherwise changed their registration information;
- Notification from CDCR and federal courts of individuals convicted of felonies and sentenced to prison; and
- Receipt of any official mailing returned by the USPS as undeliverable.

Batch processes are used to transfer data files from DMV, CDCR, EDD, and CDPH to the Calvoter system and then to convert the files from their native formats to an acceptable format for further processing by the Calvoter application. The Calvoter system then attempts to match each record against existing records in the Calvoter database. The records are parsed into files for the appropriate county together with the registration ID of any matching registrants that are found. These files from the Calvoter database are then transferred to the counties via a batch process where counties must evaluate the notices and make appropriate changes to their voter registration records.

The following Figure III.3 depicts the typical steps involved in the voter registration list maintenance process. Actual activities may vary by county implementation.

Figure III.3 – Current List Maintenance Process

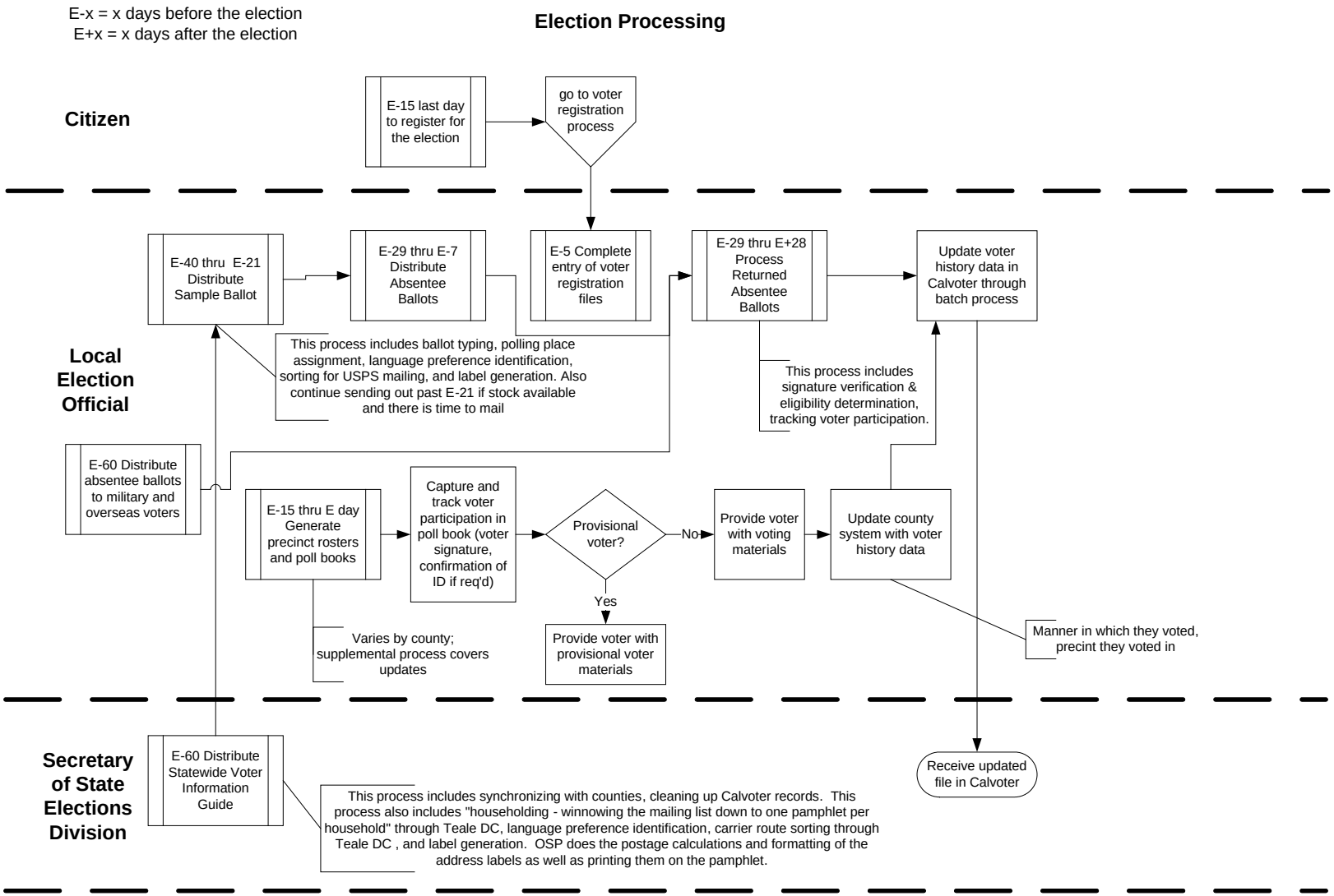


3. Election Processing Activities

Voter registration information is critical to election processing activities conducted by the State and County election officials. This information must be made available to election officials twenty four (24) hours a day, seven (7) days a week during critical election cycles that require the mailing of voter information guides and ballot materials, printing of precinct rosters and poll books, processing of absentee ballots, and tracking of voting history.

Figure III.4 depicts the typical steps involved in the election processing activities that most directly relate to the voter registration data. Actual activities may vary by county implementation.

Figure III.4 – Current Election Processing Process



C. BUSINESS PROBLEM AND OPPORTUNITIES

1. ***Help America Vote Act***

On October 29, 2002, the Help America Vote Act (HAVA) was adopted by Congress and became law. Section 303 of HAVA (Public Law 107-252, 107th Congress) mandates that each state implement a uniform, centralized, interactive, computerized voter registration database that is defined, maintained and administered at the state level. This database must contain the name and registration information of every legally registered active or inactive voter in the state. This system will constitute the official record of all registered voters. It must serve as the single system for storing and managing the official list of registered voters in the state.

This centralized system must provide a functional interface for counties, which are charged with the actual conduct of elections, to access and update the registration data. Additionally, HAVA mandates the voter registration system coordinate electronically with DMV, CDPH, CDPH, and CDCR for identification and list maintenance purposes.

2. ***Current System Problems and Issues***

Although the augmentation of the Calvoter system along with the promulgation of regulations made California HAVA compliant, the USDOJ requires California to deploy a system that automates functions currently performed manually as part of the Memorandum of Agreement (MOA) it has with California. Table III.1 identifies the issues and challenges with the existing system.

Table III.1 – Calvoter System Issues and Challenges

HAVA Requirement	Calvoter Ability to Address Requirement
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.	The Calvoter system is distributed rather than centralized; (i.e., each county maintains the official records for that county and sends its registration data to Calvoter). Calvoter was not designed to serve as the single, official record of registration for the conduct of elections throughout the State. While Calvoter does contain a complete list of active and inactive registered voters, this list is also maintained by separate county voter registration systems. Counties update their registration information and periodically update the central Calvoter system. As a result, the Calvoter information and county information are not necessarily synchronized at all times. Although the SOS maintains the official list, this list is likely to be different from the whole of the lists maintained by the counties at any given moment. The data maintained within the Calvoter and county systems is not maintained in a uniform manner although promulgated regulations require list maintenance processing by county elections officials' staff. Each county captures data in a variety of ways and has different definitions for the status of voters. For example, one county may parse addresses into separate fields, while another county maintains the information in one text string. The interim enhancements enforce standards for how data is uploaded to Calvoter but it cannot ensure that data is actually stored in the EMS in the

HAVA Requirement	Calvoter Ability to Address Requirement
	same form as those systems had already been built when HAVA was passed.
Data Accuracy and Timeliness HAVA Sections 303(a)(2)(A) and 303(a)(4) require 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.	The Calvoter system was designed as a batch system and is not interactive. Counties upload and download information from the system using batch processes. In some cases, counties have no direct connection between the Calvoter system and their own EMS. They upload and download information to disks/CDs and then update Calvoter or their own election management files. The interim enhancements added processes to ensure that Calvoter reflects data in EMS' at the beginning of each business day. In addition, there are multiple voter registration and list maintenance processes in each county. Some counties conduct list maintenance activities and update their records on a real-time basis while others do so on a schedule that suits their particular business needs. SOS can use Calvoter with the interim enhancements to partially monitor county data, and through the data, the county business processes. However, the existing Calvoter environment cannot be used to enforce county business processes through the enforcement of data standards in the county systems. Regulations were promulgated to standardize data flowing from the EMS' to Calvoter.
Removing 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.	Calvoter currently receives information from DMV, CDPH and CDCR and forwards it to counties for processing. Regulations were promulgated requiring county elections officials' staff to process these list maintenance activities within five business days.

HAVA Requirement	Calvoter Ability to Address Requirement
Eliminating Duplicate Records and Ensuring Data Integrity HAVA Section 303(a)(2)(B) requires list maintenance to 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 registrants are eliminated from the list. In addition, HAVA Section 303(a)(4)(B) 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 NVRA provisions.	Calvoter was scaled to meet its original requirements. It currently stores only the most relevant and current data for approximately 20 million “active” and “inactive” registered voters. A HAVA-compliant system must store the complete voter registration and voter history data for all active and inactive voters. At this time, the State cannot meet this requirement because when a voter moves across counties their voter history does not get entered into the new county’s EMS. The interim enhancements allow the State to monitor the data uploaded by counties to Calvoter, and to partially monitor county business processes and data standards through that data, but cannot directly monitor nor enforce business processes or the data in the county systems. When potential duplicates and other voter registration changes are sent to the counties, (e.g., DMV change of address or potential matches with CDPH death records), they are cleared from the Calvoter system and there is no mechanism to track and verify that these notices are resolved.
Assignment of a Unique Identifier HAVA Sections 303(a)(5)(A)(i) – (iii) require all new (and renewing) registrants to provide their California Driver’s License or State ID (CDL/ID). If they have no CDL, they must provide the last 4 digits of their Social Security Number (SSN4). If they have neither CDL nor SSN4, the system must assign them a unique identifier (UID) to use as a “voter registration ID number.” No registration is valid unless/until the State verifies these ID numbers or assigns a UID.	The interfaces to DMV and SSA to support the verification of the voter identity, which is the basis for the UID, were added with the interim enhancements, as were requirements for the counties to assign a UID based on the verified voter ID to all new and existing voter records. However, because the counties continue to maintain the fifty eight (58) individual voter registration databases, it is not possible to ensure that voters are unique across the State nor to always identify duplicate voters upon registration. These are done in batch processes as the EMS’ send records to Calvoter. There is no automated mechanism for the State to ensure that voter IDs are correctly verified and applied. The State can use Calvoter to identify duplicate voters using the UID supplied, after the data is uploaded from the counties, and it can notify the counties of the need to remove the duplicate record. However, Calvoter can neither prevent duplicates from being added in the first place nor enforce their removal.

3. ***Current County Practices***

Currently, counties enter voter registration data into their systems either by key entry or by optical scanning with character recognition. Eventually batch files are created by their EMS and uploaded to the Calvoter system.

Counties periodically create extracts from their system as tab-delimited text files that contain transactions to update the Calvoter system with the changes that have occurred since the previous extract was created. A few of the county registration systems do not support the transactional update files; those counties can only send a full electronic copy of all their registration records that entirely replaces the records for that county in the Calvoter database.

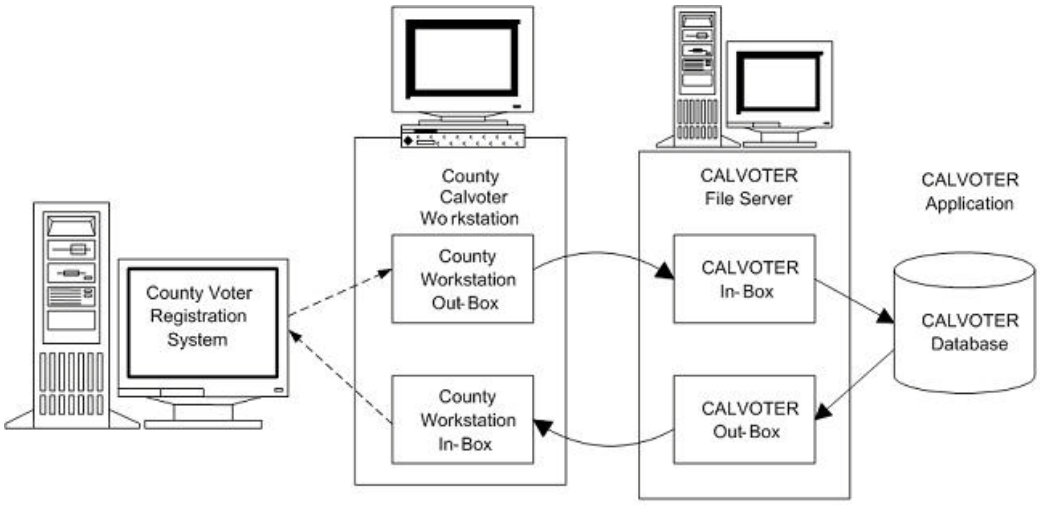
Suggested changes to county data identified from DMV, CDPH, CDCR and NCOA processing, and from the system duplicate checks, are packaged into return files and sent to the counties for review and appropriate action. While most counties receive these notices as electronic transactions for direct import into their EMS some receive them as printable reports that must be processed manually because their EMS does not support the electronic transaction import.

4. ***Current Data Exchange Protocol***

Data exchanged between the Calvoter system and the counties is sent in tab-delimited text files based on the standard interchange format of ninety-five (95) predefined fields negotiated with the counties. Because changes in this interchange format and its content require modifications to both the Calvoter system and each EMS, this format cannot currently be easily changed to meet new data requirements if and when they occur.

Data transfers between the Calvoter system and the EMS', as well as other agencies, are handled by a system of scheduled file transfer protocol (FTP) batch processes. Applications that reside on the Calvoter file server control the flow of Calvoter files into, and out of, designated directories on the county workstations ("In-Box" and "Out-Box" directories). Calvoter files consist of registrant transaction files, voting history files and precinct/district files, which are manually launched for processing in the Calvoter application. The designated Calvoter System Administrators are the only individuals with authority to process these files into the Calvoter database. Figure III.5 depicts the file transfer process to, and from, the county voter registration systems and the Calvoter database.

Figure III.5 – Current Calvoter Electronic Data Exchange Diagram



5. ***Calvoter System Limitations***

While counties have a windows-based Calvoter interface available for their use, it is limited to the following functions:

- Ability to search and view registrant records across the entire state; and
- Direct key entry of Report of Registration (ROR) statistics.

The system has no direct ad-hoc reporting capability. The few reports built into the system are pre-programmed and can only be modified or reformatted by the vendor. There is limited capability to filter the data in these reports.

6. ***Data Characteristics***

The following are data characteristics for Calvoter:

- Calvoter stores voter registration data for approximately twenty-two (22) million active and inactive registered voters.
- Calvoter captures history of a voter's participation in previous statewide elections. However, the amount of historical data varies from county to county. Some counties have submitted data as far back as thirteen (13) years, while others do not electronically capture or report historical data to Calvoter at all. Currently, when a registrant is deleted from the system (e.g., when a registrant moves from one county to another), all historical data for that voter is permanently lost during the process of cancelling the old registration from the previous county because the EMS' do not share data with each other and actually overwrite data previously sent to Calvoter during batch processing.
- Calvoter standards have been assigned for many data fields that are not natively validated or enforced by Calvoter. These fields include:
    - Name suffix and prefix;
    - Gender;
    - Residence address information;
    - Mailing address information; and
    - Place of birth.

For example, if the Street Address field is defined to have seventy (70) standards for street name (e.g., Blvd, Rd, Road, St, etc.) there may be up to three hundred fifty (350) different variations in the system. Further, depending on the capabilities of the county registration system, many data fields are simply not populated.

7. ***Security, Privacy and Confidentiality***

Access to the application and its capabilities to review confidential data is strictly controlled by user accounts and assigned roles and enforced with encrypted passwords. A sixty (60)-day timeout is enforced on user passwords. Security roles are fully customizable to ensure individuals are restricted to the appropriate level of information.

County access to the Calvoter system, as well as transmission of data, is restricted to run over the private Calvoter wide area network (WAN) that is administered by private sector providers. Many of the counties have chosen to deploy the application to their users by providing connectivity from their local area network (LAN) to the Calvoter WAN; however, the method of connecting is restricted to one of the approved secure methods. The Calvoter system is not accessible via the Internet.

D. CUSTOMERS AND USERS

Customers of Calvoter include voter registrants and authorized recipients of the data (those requests for data initiated with public service requests). Users of Calvoter data include customers, internal SOS staff and management, county elections officials' staff, external stakeholders, and partner agencies. Currently, only county elections officials' staff interfaces directly with SOS through the Calvoter system. Interfaces between SOS and its other customers and data users rely primarily on data extracts on electronic media such as CDs. Descriptions of customers and users and their need for State voter registration data are provided below.

1. Customers

Customers include voter registrants who rely on county elections officials' staff to process their voter registration affidavits quickly and accurately so that they may vote in federal, state and local elections. Customers also include certain entities that are authorized by law to obtain voter registration data including:

- Candidates for federal, state, and local office;
- Political parties;
- Statewide Database Project at UC Berkeley;
- Ballot measure proponents/opponents;
- Journalists;
- Academic researchers; and
- Other government agencies.

These customers rely on the accuracy and timeliness of current and historic voter registration information for mailings, redistricting, media publications, and academic studies.

2. Users

The following are the primary users of the Calvoter system:

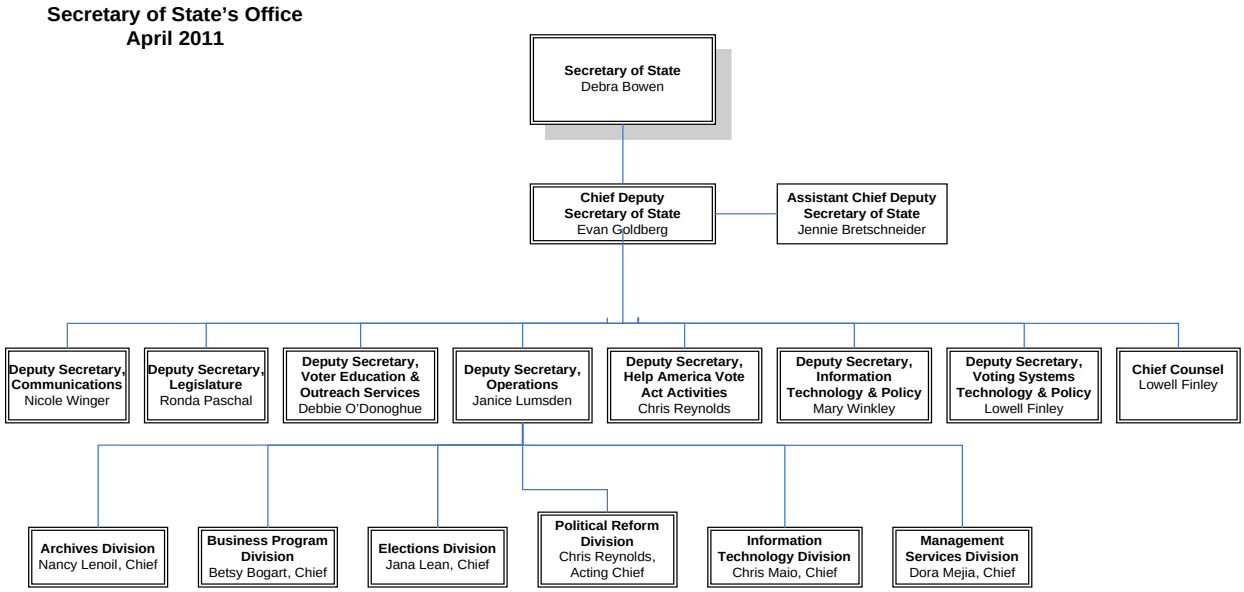
- The SOS staff (system end users) and management rely on system information to perform daily work activities in support of mandated voter registration and election management responsibilities. The SOS Elections Division managers rely on system information to ensure that voter registration and list maintenance activities are performed in accordance with federal and state laws and regulations. Elections fraud investigators rely on system information to identify and investigate potential violations of voter registration and election law. Elections system administrators rely on system information to identify precinct and jurisdiction information for election night reporting;
- County elections officials' staff (system end users) and management support the Calvoter system as the mandated official statewide voter registration list by ensuring that data in the Calvoter accurately reflects the data in the EMS'. County elections officials' staff use the State system to verify voter identification information and identify voters whose eligibility has changed due to relocation, death or felony conviction; and
- External stakeholders include the Legislature, judicial districts, and other state and local governmental agencies interested in voter registration information. For example, judicial districts use voter registration data for jury pool processing (creating jury wheels).

3. Current SOS Organizational Structure

The SOS's organizational structure is depicted in Figure III.6. Staff from the Elections Division (ED) and Information Technology Division (ITD) within the SOS will be involved in all phases of the VoteCal project, including requirements definition, testing, training, change management, and implementation. When Bidders identify work to be undertaken by the SOS, Bidders should

consider that three (3) staff from the Elections Division and two and one-half (2 ½) staff from ITD work on the VoteCal project.

Figure III.6 – SOS Organization



The Chief Information Officer is the SOS Project Director. Additionally, the SOS has hired project management services (three (3) consultants constitute the project management team for this project) to support the project full time.

4. *Current Workload Statistics*

The following Table III.2 represents the workload statistics for the Calvoter system.

Table III.2 – Business Transaction Volume Information

Description of Transaction Volume	*Volume Number*
Number of counties sending data to Calvoter	58
Current Calvoter database registration record count (approximately)	21,500,000
Number of update transaction files processed daily	Average 36 files/day

E. CURRENT TECHNICAL ENVIRONMENT AND EXISTING INFRASTRUCTURE

1. *SOS Information Technology Division Staff*

The ITD provides technology support services to the department. The ITD is responsible for agency local area network (LAN) and wide area network (WAN) administration as well as personal computer (PC) support and database administration.

The division currently has forty (40) staff, including Associate, Staff and Senior Programmer Analyst (Specialists) and Associate, Staff and Senior Information Systems Analysts and System Software Specialists I, II, and IIIs.

The SOS utilizes the staff of the Office of Technology Services (OTech) Gold Camp Data Center Campus (GCDC) to support the mainframe and the connectivity of external departments utilizing the Calvoter system.

2. Calvoter Computing Environment

The SOS servers that interface to the GCDC mainframe are currently housed at the SOS.

a. Hardware Environment

The Calvoter servers at the SOS office have the following characteristics and capacity:

- Digital Equipment Corporation (DEC) AlphaServer 8200 5/440 Dual-Processor System;
- 437 MHz;
- 5-slot System Bus;
- System I/O module with one I/O channel, two twisted pair 802.3/Ethernet ports, and three FWD SCSI ports;
- 2 GB RAM;
- 120 GB disk storage;
- 2.1 GB SCSI disk;
- 600 MB CD ROM Drive;
- Internal Storage Drawer; and
- 2 SCSI RAID Array Controllers.

b. Software Characteristics

The Calvoter front-end interface has been developed in PowerBuilder 7.0.3.

As part of the interim solution, SOS developed a preprocessing application component of Calvoter that interfaces with the System Scheduler and Monitor (discussed below). This application performs preprocessing of data incoming from county uploads. The basic components of the system software characteristics are as follows:

- Microsoft SQL Server; and
- Data processing (modules written in .NET).

The core of the Calvoter system is the Central Voter Registration Database, a proprietary client/server application owned by Election Systems & Software (ES&S). A separate application, System Scheduler and Monitor, was custom developed by Computer Resources Group/Radian International to schedule and manage the FTP transfer of data files between the SOS and the counties. Additionally, this application handles the transfer of files from other State agencies and then converts the data from its native format to the Calvoter transaction format. The basic components of the system software characteristics are as follows:

- Database management software (DBMS): Oracle (v. 9i);
- Data processing: modules written in Brio SQR; and
- Front-end interface has been developed in PowerBuilder (PowerLock 5.0).

c. Internal and External Interfaces

The primary interface with counties is the exchange of batch data files in the Calvoter file formats via FTP transfer. The internal interfaces include the SOS Elections Division staff and the SOS ITD. Both divisions' responsibilities are listed in Table III.3 below. External interfaces include:

- Access by the fifty eight (58) counties to conduct file transfers;
- Data updates from CDPH and CDCR in order to help maintain the voter registration records;
- Data exchange with DMV to verify voter ID information (CDL/ID and the last four (4) digits of the SSN [SSN4]);
- Data exchange with EDD to compare registration records against the NCOA database; and
- Data exchange with DMV to update addresses on existing voter registration records for within county moves.

Table III.3 – Overview of Internal and External Interfaces

Internal	External
SOS Elections Division staff: • Use Calvoter to carry out their election-related responsibilities • Responsible for batch imports and exports, as well as data processing SOS ITD staff who are responsible for maintaining the Calvoter infrastructure	The 58 counties who use Calvoter through their county workstations
Files sent from counties to SOS	**Files sent to counties from SOS**
Voter registration changes (additions, corrections and deletions)	DMV change of address information
Voter participation history	CDPH death certificate information
Precinct to district mapping	NCOA address updates
Report of Registration statistics	CDCR potential felon notices
DMV-ID Verification Notices	Potential duplicate registrant notices
	DMV-ID Verification Notices
	Voter Registration data errors/deficiencies

d. External State Interfaces

In Calvoter, SOS-level interfaces capture the data supplied from the DMV, CDPH, CDCR, and the NCOA data from EDD. This data is converted into transaction records that are loaded into the Calvoter database.

For DMV, CDCR, and CDPH, data is transferred to the SOS via the LAN connection to OTech and then a list of automated programs:

- Loads the data received into temporary Oracle tables;
- Checks the data for some basic validation;

- Re-formats the data into a file of transaction records to be loaded into the Calvoter database; and
- Informs the Systems Administrator that a new file of transaction records is ready to be loaded.

This process occurs only if data from DMV, CDCR, or CDPH is available to be loaded.

The DMV and CDPH data in transaction record format is then processed through Calvoter to match against existing registrants. When a match is found, the registrant ID number from the database is included in the transaction record field for that data item. If no match is found, the field is left blank. The balance of the transaction record contains the data received from DMV, CDCR, or CDPH. All transaction records for DMV, CDCR, and CDPH data are then sent to the appropriate county.

For NCOA processing, an extract of county registrant data is created from the Calvoter database and then sent via FTP directly to EDD. The results returned from EDD are transferred back via FTP as well. The return data is evaluated against the registrant data in Calvoter and then transferred to the respective county as appropriate.

An additional interface exists between SOS and DMV through a separate application, CalValidator, developed in-house to verify voter CDL/ID and SSN4 numbers. Counties transmit electronic requests for verification of the ID number provided by the voter. This transaction is forwarded to the DMV for verification of the CDL/ID provided or, if no such number was provided, the system attempts to identify a CDL/ID for the voter. For voters who provide their SSN4, DMV also forwards the electronic verification request to the SSA for verification if the CDL/ID cannot be matched. The DMV/SSA verification responses are sent back by DMV to CalValidator, which forwards them to the requesting county in turn. Table III.4 summarizes Calvoter Interfaces with External Agencies.

Table III.4 - Calvoter Interfaces with External Agencies

Interfaces are limited to FTP transferred files in predetermined formats:
DMV: Transaction verification of voter CDL/ID and SSN4s and DMV COA
CDPH: Periodic transfer of death certificate information from CDPH to SOS
CDCR: Periodic transfer of felon information from CDCR to SOS
EDD: An extract of the county's data is created monthly from Calvoter and sent to EDD for NCOA processing. The return data is sent back to SOS for processing through Calvoter.

e. County Interfaces

The second key component of Calvoter is the county interface. The county interface handles all functionality associated with the management of transaction records that are stored on the county workstations for processing.

Each of the fifty-eight (58) counties has a county workstation installed on its premises that has been provided by, and is the property of, the SOS. The county workstations provide a point of access to Calvoter by county staff. These workstations provide the following capability:

- Storage of transaction records;
- Inquiry into the Calvoter database for registrant search; and
- Manual entry of ROR statistics (if not sent using transaction records).

Each county has its own system for managing its voter registration data independent of the Calvoter database and the county workstations. The systems that the counties use, or are expected to be using, during the development of VoteCal are listed in Table III.5 below.

Table III.5 – Existing County Voter Registration Software Products

Number of Counties	Vendor
36	DFM Associates – Develop and support EIMS
20	DIMS – Develop and support DIMS Net2000
2	Votec - Develop and support VEMACS

f. System Documentation

The following documents regarding the Calvoter system were created in the initial project development:

- Software Requirement Specifications (SRS) for the database, including the county and the state agency interfaces;
- Software Design Descriptions (SDD) for the county and the state agency interfaces; and
- System Manual providing detailed information regarding functions, requirements, and operations of the system.

While these documents are very thorough and complete, they have not been revised as the system has evolved. Additionally, the vendor for the proprietary core application does publish a high-level “user’s guide” that explains operation of the graphical user interface (GUI). This document has been revised as the program has been updated.

g. Desktop Workstations

The following Tables III.6 and III.7 display the typical new workstation configuration for staff at the SOS offices as well as the configuration for the Calvoter workstations at the counties.

Table III.6 – Current SOS Desktop Workstations

Configuration
HP dc5700, small desktop
Dual CPU E2160 1.8 Ghz
2.5 GB Memory
Dell UltraSharp 1901FP Plat Panel Monitor
128MB, NVIDIA, GeForce 4MX graphics card
Floppy drive
Integrated Intel Gigabit NIC, 10/100/1000
48X/32X/48X CD-Rewritable Drive
Integrated Sound Blaster
Internal Chassis Speaker Option
80GB EIDE, 7200 RPM hard drive

Table III.7 – Current County Calvoter Desktop Workstations

Configuration
DELL Optiplex GX110
Pentium 3
800 MHz
256 MB Memory
10GB hard drive
17" monitor

h. Printers

The SOS printers are either locally attached to workstations or are network printers. The SOS does not have PostScript printers. The size and speed of the printer is based on the users' needs.

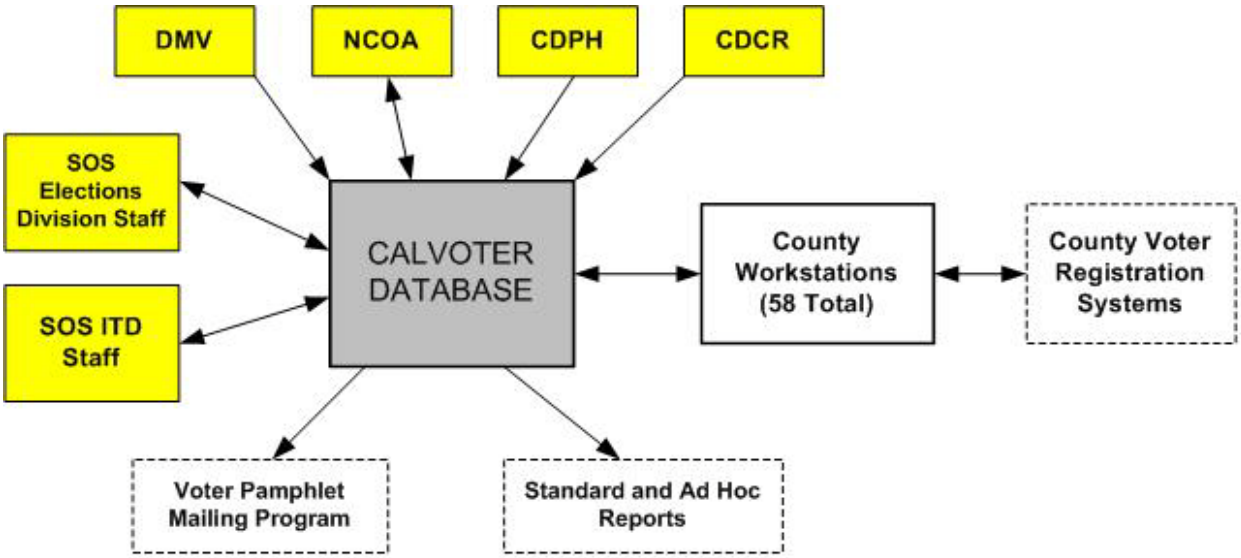
i. LAN Servers

Access to or by Calvoter is as follows:

- For SOS staff, via the LAN;
- For DMV and CDPH data, via the LAN connection to GCDC; and
- For NCOA, via an FTP connection to the EDD.

The SOS ED staff uses Calvoter to fulfill their election-related responsibilities and to conduct batch imports and exports of voter registration files. The SOS ITD staff is responsible for maintaining this network along with Calvoter. Figure III.8 depicts the LAN/WAN relationships with the Calvoter database.

Figure III.8 – LAN/WAN Diagram



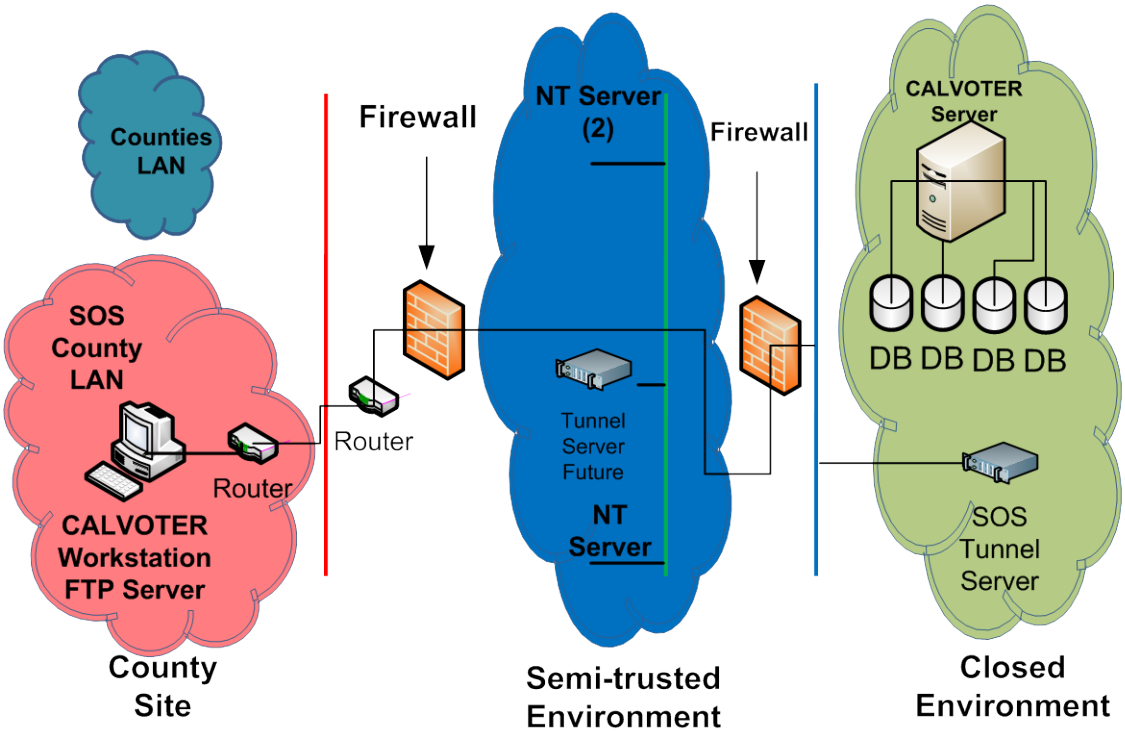
j. Network Protocols

There are a variety of standards employed in the network area due to the nature and complexity of data communications. The specific standards established at SOS include TCP/IP as the standard transport protocol for network traffic both inside and outside of the Agency. The ITD supports TCP/IP data communications to TCP/IP connectivity to the datacenter and TCP/IP connectivity to external business clients.

SOSPROD (SOS production environment) is connected to the SOS network through 100Mbps Ethernet and all cabling within the SOS building is Category 5, which is capable of 100Mbs transfer using CDDI[1] or related technology.

The Calvoter network security architecture is shown in Figure III.9.

Figure III.9 – Calvoter Security Architecture



The Calvoter system is protected by two firewalls. These firewalls separate the network into three environments:

- *The External Network,* which is the network available to the internet community;
- *The Semi-trusted Environment,* which exists between the two firewalls; and
- *The Closed Environment*, which is the internal SOS LAN within the internal firewalls.

The outer firewall is connected to the external network through a router, which restricts incoming network traffic to selected addresses or subnet masks. Between the two firewalls, in

[1] Copper Distributed Data Interface (CDDI) is a version of FDDI that uses UTP (unshielded twisted pair) wires rather than optical fiber.

the semi-trusted environment, are two NT servers used by Calvoter for user and workstation authentication. These servers act as proxy servers for SQL*Net, FTP services, and e-mail.

Routers are used for all WAN connectivity and switches for LAN connectivity. This configuration prevents anyone in the external network from directly accessing the Calvoter system. The WAN is divided into three physical parts show in Table III.8 below.

Table III.8 – WAN Usage

Network Protocol Used
SOS Network • TCP/IP Network • Dedicated T1 connection to 48 counties and a minimum of 4.5 Mbps to the remaining 10 counties. • Verizon MPLS Cloud • Router)C3 Connection

k. County Access

Each SOS county workstation communicates with the Calvoter Database Server over a WAN. This WAN is a secure private network provided by the SOS and dedicated to data communication among the Elections Department and each of the County Registrars of Voters for the purpose of managing voter registration data.

Accessing the Calvoter database from a county workstation is a multi-step process. This process can be illustrated through an example of querying the Calvoter database from a county workstation. The query is first generated using the CVRDB application on the workstation. The county workstation communicates over the network through the first firewall to access the SQL*Net Proxy server, which is part of the semi-trusted environment. The SQL*Net Proxy server then communicates through the second firewall to the Calvoter database server, and sends the query to the Oracle DBMS. The Oracle DBMS executes the query on the Calvoter database and sends the results back to the SQL*Net Proxy server. The Proxy server, in turn, forwards the results to the requesting county workstation. The results of the query are then displayed within the CVRDB application on the workstation. At no time do the county workstations have direct access to the SOS LAN. The router restricts network traffic into the semi-trusted environment to selected IP addresses or subnet masks.

l. Application Development Software

Microsoft Visual Studio.Net 2008 using C# is being used as a standard for new application development. Table III.9 identifies the Application Development Software platform at the SOS for the various current applications related with elections.

Table III.9 – Application Development Software Description

Application	Programming Language	Software
Calvoter 1	PowerBuilder SQR Perl Java C# Oracle PL/SQL Transact-SQL ASP.NET	Microsoft SQL Server Microsoft Visual Studio Oracle
Calvoter 2	Java/JDK Java Beans Corba Perl Javascript Flash C# XML Oracle PL/SQL HTML Via Perl Crystal Reports	Microsoft Visual Studio Oracle
Federal Voter Registration - Online	C# ASP.Net	Microsoft SQL Server Microsoft Visual Studio
Election Day Complaints	C# ASP.Net ***Transact-SQL***	Microsoft SQL Server Microsoft Visual Studio
Mock Election	C# ASP.Net ***Transact-SQL***	Microsoft SQL Server Microsoft Visual Studio
VIG Mailing	***Transact-SQL***	***Microsoft SQL Server***
Voter Registration Card Tracking	C# Transact-SQL ASP.Net	Microsoft SQL Server Microsoft Visual Studio
OVR-Community College	PERL	MYSQL

m. Operating System Software

Table III.10 provides a description of the operating system software for the typical SOS workstation computer.

Table III.10 – Operating System Software Environment

Software and Version
Windows XP with service pack 3
Internet Explorer 8.0
Oracle 9.2.0.1.0
Java 6.0
Remedy Client 6.0
Rumba 7.0

Software and Version
Altiris
McAfee

n. Database Management System

All existing SOS databases are either Oracle 9.2.0.4/11.1.02. or Microsoft SQL Server.

o. Personal Productivity Software

The Table III.11 provides a description of the personal productivity software used by the typical SOS workstation computer.

Table III.11 – Personal Productivity Software

Software and Version
Internet Explorer 8.0
Microsoft Office 2003 (Word, Excel, Power Point, Access & Outlook) with SP3
Acrobat Reader 9.3.4
WinZip 9.0
Visio Viewer
MS Project 2003 (used on some workstations)
MS Visio 2003 (used on some workstations)

SECTION IV - PROPOSED SYSTEM AND BUSINESS PROCESSES

A. INTRODUCTION

Traditionally, this section of the Request for Proposal (RFP) document includes a description of the proposed VoteCal 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. Consideration should also be given to the information provided in Section III – Current Systems and Opportunities when developing a 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 requires that, at the close of Phase VII – First Year Operations and Close-out, SOS obtains: (i) all right, title and interest in and to the VoteCal System Software; and, (ii) the specific licensing rights described for any Contractor Commercial Proprietary Software, and other Pre-Existing Materials included within the VoteCal System.

The major factors driving the Help America Vote Act (HAVA) 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 are 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 election management systems (EMS').

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

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

Component	Description
1	Central VoteCal System
2	Interface to External State Agencies
3	VoteCal Integration with Election Management Systems

- **Central VoteCal System** – This functional component represents the primary voter registration- and database-related functionality and processing that will operate centrally at the State and will 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. This functional component will include assigning unique identifiers, detecting duplicate VR records and detecting other types of validation errors. This component will also include a user interface to enable SOS team to configure and manage the VoteCal System. The central VoteCal 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;

- **Interface to External State Agencies** – This functional component of the VoteCal System includes interfaces to external State organizations, including California Department of Motor Vehicles (DMV), California Department of Public Health (CDPH), California Department of Corrections and Rehabilitation (CDCR), and Employment Development Department (EDD) for National Change of Address (NCOA) for voter registration identification and list maintenance purposes. These will be on-line or batch interfaces depending on the business function. SOS has previously established an interface with DMV (and through DMV, the Social Security Administration [SSA]) for identification verification using XML/SOAP; SOS expects the Contractor to use the existing DMV interface;

  The SOS has established the CDPH, CDCR, DMV, National Voter Registration Act (NVRA), and NCOA interfaces to receive batch files provided by these external agencies. These existing interfaces may be replaced with interactive solutions if the Contractor assumes responsibility for all required changes at SOS as well as the external agency sides of the interface; and

- **VoteCal Integration with EMS** – After the VoteCal System is implemented, county workers will continue to perform most routine data entry and update functions for the processing of voter registration. The existing EMS will either be remediated or replaced to ensure that county users interact directly with VoteCal for all additions and updates to VR information. (The SOS will enter into separate contracts with EMS vendors to remediate their systems but the Contractor must work with the EMS vendors to ensure a successful interface with VoteCal.) VR information may make use of the remediated screens in the EMS', 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.

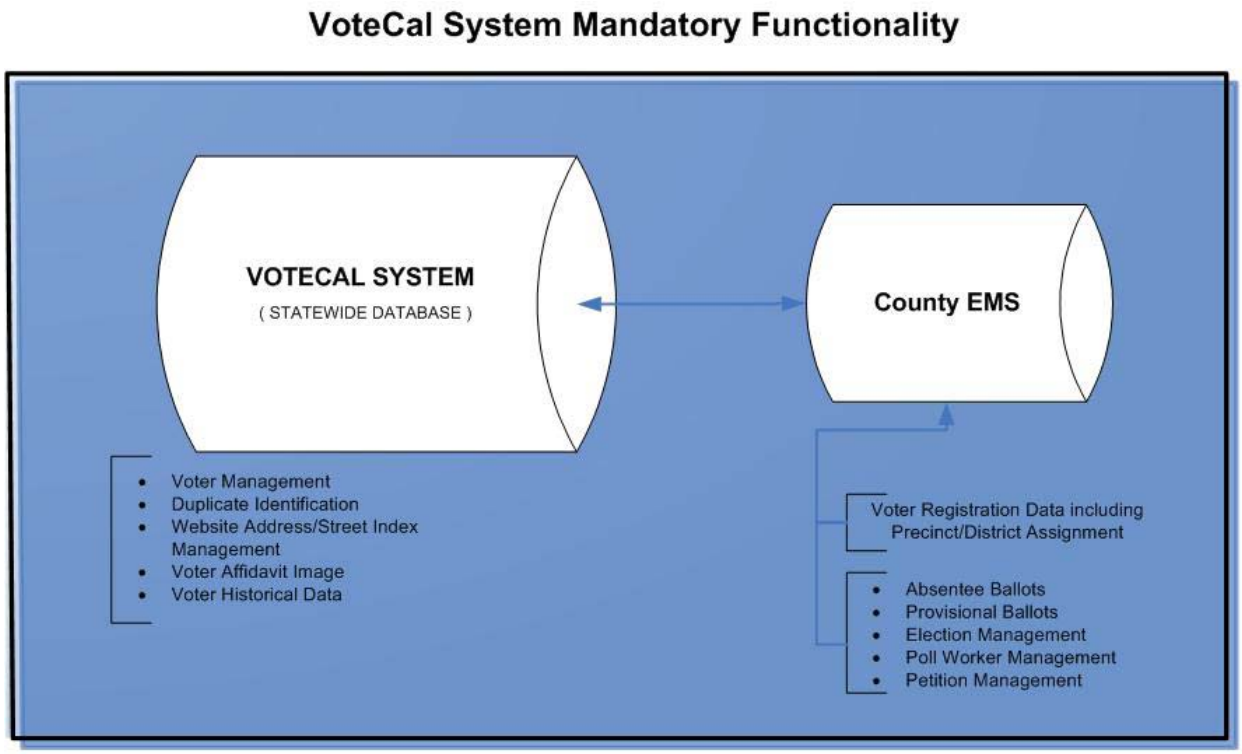
  The EMS will obtain VR information from the VoteCal System as the exclusive source. Election management systems that require VR information to be stored locally to operate will be remediated to ensure that all VR information is derived from the VoteCal System. The functional component of the VoteCal System related to integration with the remediated EMS in counties includes delivering updated VR and related information to the EMS and receiving all VR updates made via EMS and applying those to the VoteCal System's database.

Middleware or other suitable technology may be used to facilitate connectivity between EMS' and VoteCal and to support distribution over a wide area network.

Figure IV.1 below 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. County users will need to adapt business processes to use 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 can be adapted to accommodate the new VoteCal System and database as well as additional data and business process analysis and oversight. The State will eventually 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. 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;
- Store in the VoteCal System on an expedited basis at the time the information is input all voter registration information input by any local election official's staff; 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 will 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 maintain compliance with federal HAVA mandates.

The new VoteCal System will require immediate update of voter registration data in the central system as it is entered in by the county elections officials' staff, which will improve the currency of data in the statewide database. List maintenance activities will be standardized to improve data

accuracy as well. As new voter registration information is received by the VoteCal system, the system will automatically detect duplicate voters, and 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. They are:

- Provide flexibility to implement legal and business improvements; and
- Improve timeliness, accuracy, and availability of data.

The new business solution will support 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.

Section III.B – Business Program, Functions and Background contains a description of the business processes and functions that the proposed solution will address. Additionally, the proposed solution must meet all of the HAVA requirements. (Refer to the Bidder's Library for a complete list of HAVA requirements. These are also included in Section VI – Project Management, Business, and Technical Requirements.) In summary, the VoteCal 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 (Legally registered includes inactive registrants);
- 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 National Voter Registration Act (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 that list maintenance 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; and
- Assign a Unique Identifier — HAVA Sections 303(a)(5)(A)(i) through (iii) require all new (and renewing) registrants to provide their California driver's license number (CDL). If they have no CDL, they will provide the last four digits of their Social Security Number (SSN) (SSN4). If they have neither CDL 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 SOS vision for voter registration functionality is described in this section.

1. Background

The SOS is interested in meeting the HAVA Voter Registration Database (VRDB) requirement with an approach that features a functional centralized voter registration system. Counties will participate using a modified (remediated) version of their EMS. As this is a solution-based procurement, the SOS requires proposals to achieve business outcomes and not define the technical solution. 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.

2. Role of Election Management Systems

HAVA requires that SOS establish and maintain a single, statewide automated voter registration database that serves as the statewide voter registration list. However, most voter registration activities are and will remain the responsibility of county elections officials. The county elections officials currently maintain voter registration databases that are usually part of a more comprehensive EMS. In addition to voter registration, these systems provide functions that are inherently local including managing all aspects of an election. These functions (e.g., managing and verifying the eligibility of polling place workers) will not be included in VoteCal. These EMS' 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 EMS 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 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 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 (e.g., re-registrations in another county) and notify the EMS of such changes for automatic update in the EMS or for county review and confirmation or denial as appropriate, based on the confidence of the source transaction.

County elections officials' staff will access VoteCal through their EMS. The user interface to the VoteCal System will be implemented in a manner to automatically ensure that users are always accessing the most current approved version of software code.

The VoteCal System will be used to extract registration data for polling place rosters and supplemental rosters. The VoteCal System will accept and apply to voting participation histories relevant data received from the EMS' after each election.

The EMS' will be required to upload VRC and signature images for 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.

Currently, three (3) different EMS products are in use by the fifty-eight (58) counties; however, over ninety-eight percent (98%) of the State's registered voters reside in counties supported by an EMS from either DIMS or DFM. The System Integration Contractor will be required to develop a standard interface for communication with the EMS' and to develop or modify all relevant data standards and specifications for use with the new central database. County elections officials will be required to adopt and maintain an EMS that is compliant with these standards and specifications. The Contractor will not be responsible for the compliance of the EMS', but will be responsible for ensuring that its system and interfaces conform to the published specifications and documentation accepted by SOS and for acceptance testing of the interface with the county elections officials' staff 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 Drivers License (CDL) or the California Identification Card (ID) number, known collectively as the CDL/ID. Under specified circumstances, the UID may be instead derived from name, date of birth (DOB), and SSN4.

Before either a CDL/ID or SSN4 may be used in the UID, those numbers will be checked against the DMV and/or the SSA identity 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 identity validation system. The VoteCal System will generate a properly formatted query to the DMV/SSA identity 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 CDL/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 CDL/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 confer with the Contractor in the creation of this algorithm before implementation begins.

Only one valid voter registration record may be assigned any UID. 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 county elections officials and SOS ensure that all such duplicates are resolved in a timely manner.

(b) Voter Identity Matching

The VoteCal System will receive information from a variety of sources, including new or updated voter registration data transmitted by counties based on data it receives; DMV address updates and new registrations; EDD NCOA files; CDPH death notifications; and CDCR felon files. Each of these sources will contain different combinations of voter identification information (e.g., name, address, DOB, CDL/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.

Bidder proposals must address this functionality, but anticipates that the process may operate in the following manner:

- For each data value (e.g., first name, DOB, 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.); and

- 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 as an interactive transaction record from an EMS.

For all registration processing, VoteCal will send required notifications and confirmations to counties in the form of electronic notices to EMS.

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 data from an existing record to pre-populate a data entry screen. If the user does not select a “match,” the user will type in all required data fields for a new record. Note that the user does not update an existing record in VoteCal.

For all new registrations and re-registration transactions, the CDL/ID or SSN4 will be verified with DMV/SSA and VoteCal will check for a matching existing record in the database, applying the data to an existing record if a high-confidence match is achieved and creating a new record if no high-confidence match is found. If VoteCal finds no high-confidence match that meets the automatic threshold but yields potential matches that exceed the manual threshold, it will send electronic notice to the county(ies) for a determination of the validity of the match.

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 within its EMS, or reject the update and work with the other county to resolve whether it is a new registrant or not.

The VoteCal System will attempt to match the new registration data to records in the cumulative data on felons who are ineligible to register to vote and deceased individuals. If a record match meeting the automatic match threshold is found, the registration status will be cancelled in VoteCal System and notice sent to the new county and county with existing record, if any, that the registration is cancelled. Both counties will have the ability to review and request reversal of cancellation. If a record match meeting the manual match threshold is found, notice will be sent to the new and county with existing registration, if any, to review the record and either confirm or reject the match. If a confirmed match, the record(s) will be cancelled in VoteCal; 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 statewide database will house information for voters who have a right to have all of their personally identifiable data kept in confidence per law. (For example, law enforcement and victims of domestic violence.) The VoteCal system must provide secure support for confidential voter records, 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 (i.e., DMV, CDPH, CDCR and EDD) is unable to support XML.

The interface to 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 EMS' and to route those transactions to DMV and correctly process the responses. This service will be implemented using secured communications with each 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.

The 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, and store cumulative felon data.

The 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, maintaining cumulative data on deaths of California residents for list maintenance purposes.

The system will include a service to compare the mailing addresses of registered voters to United States Postal Service (USPS) NCOA data currently received from EDD. All registered voters will be checked against NCOA updates at least once each month. Depending on the confidence level established by 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 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 CDCR felon records and CDPH deceased records against all existing voter registration records. The VoteCal System will automatically cancel records, 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 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 the VoteCal System so that the match on those same criteria can be bypassed in future checks.

The VoteCal System will provide the ability to search for duplicate voter registration records within the 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 an electronic notice sent to both counties' EMS').

(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 will be designed to include all voter registration data as entered on a standard VRC, plus an 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-registrations. 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 VoteCal System will also provide election-related information that is of interest and use to the voter such as status of a submitted vote-by-mail ballot or provisional ballot. 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 and store VRC images and support search and immediate retrieval all such VRC images. VoteCal will import, converting as necessary, all existing VRC images at all counties.

In addition to existing images, county elections officials' staff 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) 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 between system components 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 government standards, 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 thereby increasing the number of concurrent users.

(d) Implementation and Training

The SOS prefers that pilot testing of the system be conducted with selected counties throughout a live election. However, full implementation of the system must be completed by the contracted implementation date and thus if pilot testing cannot occur during a live election to meet the implementation date, then Bidder does not have to propose that in the Integrated Project Schedule.

The SOS requires that the Contractor train all SOS users of VoteCal (e.g., program staff, IT support staff, and help desk staff) and provide them with all necessary materials for use and support of the VoteCal System. Additionally, the Contractor will train county elections officials' staff on the business processes required of them to process voter registrations using VoteCal. The Contractor will provide training to SOS on the revised business rules and

processes invoked by the VoteCal System. Additionally, the Contractor will train key SOS staff to provide ongoing user training during implementation and post system implementation. (The EMS vendors will also provide appropriate training to their county users on the actual modifications they make to their systems that enable those systems to interface with the VoteCal System.)

The Contractor will develop and provide support documentation to SOS team to provide help desk and remote technical support to county users on an ongoing basis.

(e) Maintenance and Operations

The completed VoteCal System ultimately will be operated and maintained by State personnel. To that end, the following transfer to SOS at the end of Phase VII – First Year Operations and Close-out:

- All right, title and interest in and to the VoteCal System Software, including but not limited to the Source Code and Object Code (as described in Attachment 1 – Statement of Work, Section 12(b)2 - Transfer of Ownership); and,
- The license and rights specified in Attachment 1 – Statement of Work, Section 12(a)3 – License Grant for any Contractor Commercial Proprietary Software included in the VoteCal System (as described in Attachment 1 – Statement of Work, Section 12(a)5 - Transfer of Title and Licenses).

In addition, title for all Hardware and Equipment and licenses for all Third Party Software comprising the VoteCal System are to be the property of the State and transferred into the State's name 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 Warranty Period and Maintenance and Operations Services will commence immediately after the VoteCal System is fully deployed to, implemented in, and certified in all counties, and the SOS Project Director gives approval to proceed based on decision criteria that include SOS Acceptance of Deliverable VI.5 – VoteCal System Final Deployment Report (and not at the time of pilot). The Contractor may not be awarded a contract for further maintenance and operations of the VoteCal System unless all required documentation has been updated and delivered.

(f) Ongoing Software Support

Upon the conclusion of the initial one-year Warranty Period within Phase VII – First Year Operations and Close-out, the SOS, at its option, may choose to contract with the Contractor for one (1) five (5)-year contract of ongoing maintenance of the VoteCal System 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 Software and Third Party Software included as part of the bid.

(g) Data Center

The 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 Software Ownership

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 VoteCal System Software provided in response to this bid. All right, title and interest in and to the VoteCal System Software (including but not limited to the Source Code and Object Code) will transfer to the State at the end of Phase VII – First Year Operations and Close-out (see Attachment 1 – Statement of Work, paragraph 12(b)2 - Transfer of Ownership).

(i) Hardware Ownership

The SOS will own all hardware as set forth in Attachment 1, Exhibit 2 –Tasks and Deliverables upon the end of Phase VII – First Year Operations and Close-out. The Bidder will identify in its Proposal all hardware 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 (Attachment 1 – Statement of Work) through the end of Phase VII – First Year Operations and Close-out.

(j) Ongoing Hardware Support

Upon the conclusion of the initial one-year Warranty Period within Phase VII – First Year Operations and Close-out, the SOS, at its option, may choose to contract with the Contractor for up to five (5) one-year contracts for ongoing Hardware Maintenance.

(k) Software Licenses

At the end of Phase VII – First Year Operations and Closeout, the Contractor will transfer all Software licenses provided for the VoteCal System, including Third Party Software and Contractor Commercial Proprietary Software, but excluding the VoteCal System Application Software since SOS will own this Software (provided SOS has not exceeded its license capacity for Third Party Software) without SOS having to purchase new licenses, re-purchase any current licenses, or pay any transfer fees. The Bidder will identify in its proposal all Software components required for the VoteCal System.

(l) Third Party Software and Hardware Currency and Maintenance

The operating system, database, security, networking, backup, scheduling, utility and other Third Party Software and all Hardware proposed for the VoteCal System must be fully supported by the manufacturer at the time it is delivered and receives Acceptance. Further, the Contractor is responsible for maintaining manufacturer support from the time the Contract is awarded throughout the contracted Maintenance and Operations period. Any Software or Hardware upgrades or other changes necessary to maintain manufacturer support will be made by the Contractor without additional cost to SOS.

(m) Network Environment

The 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.

No changes may be made to the SOS network during the period beginning sixty (60) calendar days prior to and ending thirty (30) calendar days after an election. (Refer to the document “Future Election Dates” in the Bidder’s Library for information on future statewide, Uniform District Election Law (UDEL) and local elections.)

(n) Backup/Recovery

The 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 the State’s data center known as Office of Technology Services (OTech). The SOS uses enterprise backup software for this purpose. The 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.

The SOS intends 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 two (2) hours

of data. The proposal will identify all network requirements, and will include all components necessary to connect all new systems to standard Ethernet LANs.

(o) Retention of Historical Voter Data

The VoteCal System will include mechanisms to support retention and display of all historical data, including images, for every voter registration record.

(p) 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.

(q) 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 EMS' will be formatted as required by the EMS vendors for the VoteCal System integration, and then uploaded into the system during the initial integration, pilot testing, and deployment of the VoteCal System. After initial integration, all further registration data additions and updates will occur on an individual transaction basis. Each EMS vendor will be allowed six (6) calendar months from their receipt of VoteCal specifications for the design, development and testing of an interface prior to integration testing with VoteCal.

If necessary, EMS 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 a VoteCal audit record. The VoteCal System will provide a mechanism to consolidate, store, review, archive and purge these audit files.

County elections officials' staff will not be available for testing, development or other VoteCal deployment or support activities during the period beginning sixty (60) days prior to and ending thirty (30) days following a an election. Also, changes to EMS' and testing of EMS integration will not be conducted during these same periods. (Refer to the document "Future Election Dates" in the Bidder's Library for information on future statewide, Uniform District Election Law (UDEL) and local elections.)

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 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 team.

SECTION V - ADMINISTRATIVE REQUIREMENTS

In addition to meeting all Requirements in Section VI – Project Management, Business and Technical Requirements of this Request for Proposal (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 Tables; 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 the requirements that Bidders are required to address in their Draft Proposal and must provide in their Final Proposal must also be addressed during the pre-qualification phase. Please see Section V.B – Bidder Pre-qualification for specific directions regarding the pre-qualification phase.

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 possesses 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 – Bidder Staff Resume for each staff proposed to fill the six (6) Key Staff 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. 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 Secretary of State (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 Close-out.

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.

2. 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.

3. Notice to Subcontractors (If applicable)

Upon award to a Contractor, notice shall be given by Department of General Services (DGS) to the certified Disabled Veterans Business Enterprise (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.

4. Contractor Owned Software

Ownership of software which is owned by the Contractor and included within the Contractor's VoteCal solution shall transfer to the State at conclusion of Phase VII - First Year Operations and Close-out pursuant to the terms of this Contract.

5. 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, which can be found at:

http://www.documents.dgs.ca.gov/pd/TAS/SICOTSSWGPs071508.pdf.

Contractor agrees to provide to the State this written acceptance and copies of the software licensing agreement(s) at completion of Phase VII – First Year Operations and Close-out. 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 Close-out. After the completion of Phase VII and approval by DGS of licenses, the licenses shall transfer to the State, at no additional cost (provided SOS has not exceeded its license capacity for Third Party Software), 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 transfer 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.

6. 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, upon Contract award, to submit a signed confidentiality statement from all employees and subcontractor staff assigned to the SOS project.

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, upon Contract award, signed Confidentiality Statements for all employees and subcontractor staff assigned to the SOS Project.**

7. 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 insurance shall be in effect for the duration of the Contract.

The certification of insurance must include the following provision:

- 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 the 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 insurance shall be in effect for the duration of the Contract. The certification of insurance must include the following provisions:**

- **The State of California, Department of General Services, and Secretary of State, their officers, agents and employees are included as additional insured.**

8. 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 insurance shall be in effect for the duration of the Contract.

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 – Workers' Compensation Insurance Certification 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 – Workers' Compensation Insurance Certification. Bidder also agrees to provide proof of a valid Worker's Compensation Insurance Policy within thirty (30) days of Contract signing, and at any time the State may request. The insurance shall be in effect for the duration of the Contract.**

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

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

11. 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, Draft Proposal 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; and
- 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 – Subcontractor List 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.**

12. 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 from a financial institution to issue a Letter of Credit valued at twenty-five percent (25%) of contract. 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 Chief Deputy 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 licensed to do business in the State of California 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.**

13. 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 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 Section II.C.5.b - Request to Change the Requirements in this RFP.

B. BIDDER PRE-QUALIFICATION (MANDATORY)

This procurement will include 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 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 – Department Official 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 Bidders 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 are:

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 Qualifications (Mandatory) (Requirement A11)

   A11 is demonstrated by completing Exhibit V.6 - Staffing Experience Matrix and Exhibit V.7 – Bidder Staff Resume for the following six (6) Key Staff Roles:

   1. Project Manager
   2. Business Lead
   3. Technical Lead
   4. Development Lead
   5. Testing Lead
   6. Data Integration Lead

f) Proposed Staff Qualifications (Desirable) (Requirement A12)

   A12 is demonstrated by completing Exhibit V.6 - Staffing Experience Matrix and Exhibit V.7 – Bidder 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 evaluation of the above materials is necessary to ensure Bidders selected during 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. 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 a) Signed Confidentiality Statements (Requirement A1) b) General Liability Insurance Certificate (Requirement A2) c) Workers Compensation Liability Insurance Certificate (Requirement A3) d) Letter of Credit Intent (Requirement A7)	**V.A**	**Pass/Fail**
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**
Proposed Staff Qualification Requirements (Mandatory) **See Section IX.E.9 for scoring criteria**	**V.B.3.D**	**Pass/Fail**
Proposed 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 follow 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 $50,000,000 or more for each of the company's last three fiscal years; and

ii. A signed statement affirming the Bidder firm's financial capacity to sustain expenses incurred while performing six (6) months of VoteCal project work without receiving payment from SOS (Exhibit V.8 - Bidder Affirmation of Financial Capacity).

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, as 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.

Requirement A8 Bidder shall submit:

- **Audited financial statements or SEC 10K filings (including a balance sheet) that support average annual gross revenue of $50,000,000 or more for each of the company's last three fiscal years; and**
- **A completed Exhibit V.8 - Bidder Affirmation of Financial Capacity signed by someone in the Bidder firm with the authority to bind the firm and which affirms the Bidder firm's financial capacity to sustain expenses incurred while performing six (6) months of VoteCal project work without receiving payment from SOS.**

B. Bidder Qualifications and References Requirements (Mandatory) – 2300 Points

The Bidder must describe three (3) projects that meet the following requirements using Exhibit V.5.a - Bidder Qualifications & References (Mandatory). 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 completed[1] within the past eight (8) years;

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 a scope similar to that described 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 users[2] 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.a - Bidder Qualifications & References (Mandatory) forms submitted in response to this requirement 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.E.8 - Bidder Qualifications and References. Exhibit IX.2 - Bidder Reference Form – Client Telephone Reference Questionnaire details the questions that are to be asked of each of the references. This Exhibit will also be used to document the reference's responses.

Failure to provide verifiable references may cause the Pre-qualification Package or Final 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.a - Bidder Qualifications & References (Mandatory).

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

C. Bidder Qualifications and References Requirements (Desirable) – 700 Points

Additional points may be awarded for the desirable corporate qualification requirements described in this section. Bidders may use one of the three (3) corporate references designated in their response to the related, mandatory requirement (A9, above) if that reference meets the desirable requirements as well as the mandatory requirements. If the Bidder elects to use the same reference in responses to both the mandatory and desirable Bidder qualification and references requirements, a completed Exhibit V.5.b – Bidder Qualifications & References

[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) has completed a successful pilot."

[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.

(Desirable) form for the reference must be submitted in Bidder's response to the desirable requirements (A10) in addition to the completed Exhibit V.5.a – Bidders Qualifications & References (Mandatory) form for that reference that is submitted in response to the Mandatory requirement A9). Alternatively, the Bidder may submit an additional, fourth (4th) reference to satisfy this desirable requirement. In all cases, the Bidder may designate only a single reference to respond to this desirable requirement.

The Bidder must submit a complete description of the referenced project using Exhibit V.5.b - Bidder Qualifications & References (Desirable). This form must be signed by the referenced organization or company individual or designee. The Bidder or qualifying subcontractor must have been identified as 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 perform at least 25 percent (25%) of the proposed implementation work effort (based on 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 a successfully completed voter registration system implementation with a scope similar to that described 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); and

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.b – Bidder Qualifications and References (Desirable).

The Exhibit V.5.b Bidder Qualifications and References (Desirable) form submitted in response to this requirement 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.E.8. Exhibit IX.2 – Bidder Reference Form – Client Telephone Reference Questionnaire 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 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 identify the names of the six (6) key staff for each of the proposed role(s) using 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 - Staffing Experience Matrix and Exhibit V.7 – Bidder Staff Resume, for each of the six proposed key staff, the Bidder is certifying that the proposed staff named to each role fulfills 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 – Staffing Experience Matrix to validate experience documented in Exhibit V.6 and Exhibit V.7 – Bidder Staff Resume.

The purpose of the Proposed Staff Qualification requirements is 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 – Staffing Experience Matrix for instructions.

As part of the Final Proposal submission, Bidders may elect to submit new proposed staff that differ from those submitted in the Pre-qualification Package. Bidders are cautioned to review Section IX.E.9 – Proposed Staff Qualifications for evaluation and scoring considerations and to ensure that, if the Final Proposal includes changes to proposed staff, the new proposed staff still meets the applicable requirements herein.

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 Contractor 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); and
- 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); and
- 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); and
- 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); and
- 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); and
- 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. The TestL must have:

- 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); and
- 36 months experience in implementing a defect management process (TestL.4).

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

For Bidder resources assigned to a subset of the required roles described above, additional points may be awarded for the following desirable proposed staff experience requirements. From zero (0) to 800 points may be awarded based on calculations that include the cumulative number of months of desirable experience reported across the Bidder's designated Key Staff (i.e., the sum of the months of experience specified for the experience requirements specified below). The complete calculation is described in Section IX.E.9.b.2 – Evaluation Process (for the desirable Proposed Staff Qualifications requirement, A12).

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); and
- 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); and
- Experience with managing complex data integration efforts for the State of California (DIL.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; and
- 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 include 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 final bid submission;**
- **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; and

- **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 STD 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 fully supported by their licensors in accordance with maintenance agreement terms of such licensors at the time this Agreement completes at the end of Phase VII – First Year Operations and Close-out.

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 form(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) provides 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
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 2:00 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 after the Intent to Award is issued. 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 – First Year Operations and Close-out, which is inclusive of 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. See Section V.B.3.B - Bidder Qualifications and References Requirements (Mandatory) for additional information on this requirement.

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

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. See Section V.B.3.C - Bidder Qualifications and References Requirements (Desirable) for additional information on this requirement.

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

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. See Section V.B.3.D – Proposed Staff Qualification (Mandatory) for additional information on this requirement.

As noted previously, SOS reserves the right during Pre-qualification Package evaluation to contact proposed Key Staff references, as documented in Bidders' submitted Exhibit V.6 – Staffing Experience Matrix, for purposes of validating the months of experience reported. During evaluation of Final Proposals, proposed staff references will be contacted in order to obtain references' ratings of satisfaction with the Bidder's proposed Key Staff members' performance. The number of references checked for specific Key Staff roles proposed in the Bidder's Final Proposal and the State's evaluation of these references is described in Section IX.D.10 - Proposed Staff References – A11 and A12 for Final Proposals Only.

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); and
- 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); and
- 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); and
- 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); and
- 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); and
- 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. The TestL must have:

- 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); and
- 36 months Experience in implementing a defect management process (TestL.4).

M. Proposed Staff Qualifications 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. See Section V.B.3.E – Proposed Staff Qualification (Desirable) for additional information on this requirement.

During evaluation of Final Proposals, proposed staff references will be contacted in order to obtain references' ratings of satisfaction with the Bidder's proposed Key Staff members' performance. The number of references checked for specific Key Staff roles proposed in the Bidder's Final Proposal and the State's evaluation of these references is described in Section IX.D.10 - Proposed Staff References – A11 and A12 for Final Proposals Only.

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); and
- 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); and
- Experience with managing complex data integration efforts for the State of California (DIL.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. 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.

Except in the case of a leave of absence, sickness, death, termination or resignation of employment or association, or other circumstances outside the reasonable control of Contractor, the individuals assigned as Key Staff in Contractor's Final Proposal shall not be removed by Contractor from performing their assigned tasks during the period of performance for each such individual as described in Contractor's Final Proposal without the prior written approval of State.

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; and**
    - **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 Proposal 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):		
☐ 25% or more	☐ Between 25% and 10%	☐ 10% or less
B - Description of Commercially Useful Function the subcontractor will provide: *(Only for Small Businesses and Disabled Veterans Business Enterprises)*		
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)		

Exhibit V.2: Subcontractor List	
C – Proposal Amount (Yes response required for one of C1, C2, or C3)	
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 claiming 25 percent (25%) California certified SB subcontractor participation. The Bidder must identify applicable subcontractor information in their bid response to support the subcontracting claim.

Bidder's Authorized Signature Date

Printed Name and Title

Name of Bidder's Firm

Exhibit V.5.a Bidder Qualifications & References (Mandatory)

Exhibit V.5.a: Bidder Qualifications & References (Mandatory)	
Firm Name:	**Firm Contact Name:**
Firm Contact's Email:	**Firm Contact's Phone #:**

Client:	**Client Contact Name:**
Address:	**Phone #:**
Email:	**Fax #:**
Project Name:	
Project Description:	
Nature of Firm's Involvement:	
Date System Went into Production as System of Record, or date of completion of Pilot:	
Did this project implement a statewide system? ___Yes ____No	
Did this project implement a voter registration system? ___Yes ___No	
Number of *concurrent* users supported _____ Did the project require 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.5.b Bidder Qualifications & References (Desirable)

Exhibit V.5.b: Bidder Qualifications & References (Desirable)	
Firm Name:	**Firm Contact Name:**
Firm Contact's Email:	**Firm Contact's Phone #:**

Client:	**Client Contact Name:**
Address:	**Phone #:**
Email:	**Fax #:**
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 "bottom-up" voter registration system (in which local elections staff retain use of their existing election management systems)? ____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 Staffing Experience 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 in a separate Project block. Add additional pages as needed. **A Staffing Experience Matrix template for each of the six (6) Key Staff is provided in the pages that follow. One Staffing Experience Matrix must be completed for each of the six (6) Key Staff proposed for the Bidder's project team.**

Project Details: Provide the project name, client name, contact person, contact phone number, and years worked. Add additional Project rows for each project.

Role and Type of Experience: Please mark an "x" in each box corresponding to an experience requirement that the designated Key Staff addressed while working on the referenced project.

Duration: Enter the duration, in months, that the designated Key Staff person performed work meeting each experience requirement that is marked for the referenced 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 Staffing Experience Matrix for the Project Manager within a Bidder's proposed Key Staff is provided below. In this example, the Project Manager worked a total of twenty (20) months on the designated project and the work he/she performed for the entire twenty (20) months met the criteria for experience requirements PM.1 and PM.3. In this sample, the project only began using PMI methodologies (or any similar project management methodologies) during the last 10 months of the project.

Contractor Name: *XYZ Technology Professionals*		
Staff Name: *Robin Roberts, PMP*		
Proposed Role: *Project Manager*		
Project Name Client Name, Contact, & Number	**Role and Type of Experience**	**Duration (in months)**
[PRODUCT] Implementation *State of Virginia* *Jane Doe (804-555-1212)* *(1999-2001)*	☒ *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*	*20*
	☒ *Experience managing projects utilizing PMI® methodologies or similar professional project management methodologies. (PM.2)- Mandatory*	*10*
	☒ *Experience planning complete life-cycles of phased IT system implementation projects. (PM.3)-Mandatory*	*20*
	☐ *Experience managing complex IT system implementation projects for the State of California. (PM.5)-Desirable*	
	☐ *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

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

Contractor Name:		
Staff Name:		
Proposed Role: *Project Manager (PM)* **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 (Check each box for which months of experience is reported for the specified experience requirement)**	**Duration (in months)**
	☐ *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*	
	☐ *Experience managing projects utilizing Project Management Institute (PMI®) methodologies or similar professional project management methodologies. (PM.2)-Mandatory*	
	☐ *Experience planning complete life-cycles of phased IT system implementation projects. (PM.3)-Mandatory*	
	☐ *Experience managing complex IT system implementation projects for the State of California. (PM.5)-Desirable*	
	☐ *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: *Business Lead (BL)*		
Project Name Client Name, Contact, & Number	**Role and Type of Experience (Check each box for which months of experience is reported for the specified experience requirement)**	**Duration (in 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)-Mandatory*	
	☐ *Experience with collaborative business process assessment, analysis, writing, and re-engineering methods and strategies including business flow diagramming. (BL.2)-Mandatory*	
	☐ *Experience communicating, both verbally and written, business process information including presenting ideas/recommendations to stakeholders. (BL.3)-Mandatory*	
	☐ *Experience with the implementation of business processes for voter registration systems. (BL.4)-Desirable*	
	Copy and paste additional rows as necessary.	

Exhibit V.6 Staffing Experience Matrix

Contractor Name:		
Staff Name:		
Proposed Role: ***Technical Lead (TL)***		
Project Name Client Name, Contact, & Number	**Role and Type of Experience (Check each box for which months of experience is reported for the specified experience requirement)**	**Duration (in months)**
	☐ *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*	
	☐ *Experience implementing roles-based security.(TL.2)-Mandatory*	
	☐ *Experience architecting a system(s) that uses a Wide Area Network (WAN).(TL.3)-Mandatory*	
	☐ *Experience facilitating knowledge transfer and transition management regarding technical architectures.(TL.4)-Mandatory*	
	☐ *Experience with architecting complex integrated IT systems for the State of California.(TL.5)-Desirable*	
	Copy and paste additional rows as necessary.	

Exhibit V.6 Staffing Experience Matrix

Contractor Name:		
Staff Name:		
Proposed Role: ***Data Integration Lead (DIL)***		
Project Name Client Name, Contact, & Number	**Role and Type of Experience (Check each box for which months of experience is reported for the specified experience requirement)**	**Duration (in months)**
	☐ *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*	
	☐ *Experience specifying DBMS and ETL tools and technologies for structured and unstructured content.(DIL.2) -Mandatory*	
	☐ *Experience creating and maintaining metadata repositories. (DIL.3) -Mandatory*	
	☐ *Experience creating and maintaining enterprise schema. (DIL.4) -Mandatory*	
	☐ *Experience enforcing principles of good canonical (normalized) data design.(DIL.5) -Mandatory*	
	☐ *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*	
	☐ *Experience with managing complex data integration efforts for the State of California. (DIL.7)-Desirable*	
	Copy and paste additional rows as necessary.	

Exhibit V.6 Staffing Experience Matrix

Contractor Name:		
Staff Name:		
Proposed Role: ***Development Lead (DL)***		
Project Name Client Name, Contact, & Number	**Role and Type of Experience (Check each box for which months of experience is reported for the specified experience requirement)**	**Duration (in months)**
	☐ *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*	
	☐ *Experience in completing development activities in the specific technologies included in the Bidder's proposed system. (DL.2) - Mandatory*	
	☐ *Experience in defining and managing software configuration management processes. (DL.3) –Mandatory*	
	Copy and paste additional rows as necessary.	

Exhibit V.6 Staffing Experience Matrix

Contractor Name:		
Staff Name:		
Proposed Role: ***Testing Lead (TestL)***		
Project Name Client Name, Contact, & Number	**Role and Type of Experience (Check each box for which months of experience is reported for the specified experience requirement)**	**Duration (in months)**
	☐ *Experience managing the testing effort of a complex IT system implementation effort. (TestL.1)-Mandatory*	
	☐ *Experience defining and implementing testing approaches and processes in multiple testing phases, (TestL.2) - Mandatory*	
	☐ *Experience in test planning and execution activities. (TestL.3) -Mandatory*	
	☐ *Experience in implementing a defect management process. (TestL.4) –Mandatory*	
	Copy and paste additional rows as necessary.	

Exhibit V.7 Bidder Staff Resume

Use one form for each of Bidder's six (6) 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:		

EXHIBIT V.8 Bidder Affirmation of Financial Capacity

_____ (Bidder), by authorized representative's signature below, affirms that Bidder's firm has the financial capacity to sustain expenses incurred while performing six months of VoteCal project work without receiving payment from the Secretary of State.

_____ _____
(Signature of representative authorized to bind firm) (Date)

_____
Printed Name and Title of Representative Signing this Statement

SECTION VI – PROJECT MANAGEMENT, BUSINESS, AND TECHNICAL REQUIREMENTS

A. INTRODUCTION

The purpose of this section is to present the Mandatory pass/fail business and technical requirements that must be addressed by the proposed solution as described in Section IV – Proposed System and Business Processes. This section also contains P1-11 requirements that are Mandatory and scorable. See Section V - Administrative Requirements, Section VIII - Proposal Format, and Section II - Rules Governing Competition for other requirements that must be met in order to be considered responsive to this Request for Proposals (RFP).

The California Office of the Secretary of State (SOS) is seeking a Bidder to develop or provide an application to meet the mandatory Help America Vote Act (HAVA) requirements. This is a solution-based procurement. It is important to understand that these requirements are intentionally written at a summary level to facilitate the procurement process. The underlying intent of this process is to focus business requirements on the business need ("what must be done"), not on current methods or constraints ("how it is currently done"). The SOS has identified the resultant performance criteria but the method of delivery or achievement is optional. The SOS recognizes there may be more than one means of meeting the requirements and wants to evaluate alternatives. Requirements for the VoteCal System have been broken out into separate sections for ease of responding to this RFP.

To facilitate the evaluation process, Bidders must complete Exhibit VI.1 – Project Management Requirements Response Matrix (a list of requirement numbers and the page number in Bidder's Proposal where the response can be found). Bidders must complete information for the business functional and technical requirements by completing Table VI.1– Mandatory VoteCal System Requirements, Functionality Reference, and Requirement Response Form and Table VI.2 – VoteCal Technical Requirements and Response Form in this section.

B. PROJECT MANAGEMENT ACTIVITIES AND PLANS

It is SOS's intent to evaluate the Bidder's past level of effort and performance as well as their capability to execute certain tasks successfully. Tasks include:

- System preparation (project planning, tracking, and control);
- System requirements and gap analysis;
- System design, programming, configuration/modification, integration, and testing;
- Data integration;
- System implementation;
- Training;
- System maintenance and management; and
- System operation, maintenance, and support.

The SOS requires the Bidder to prepare and submit the Bidder's draft Project Management Plan and a number of additional descriptions of approaches to various project activities. SOS requires that Bidders outline these approaches so that SOS can evaluate the Bidder's ability, application of best business practices, and competence in managing a project of this size and complexity. Such information must be submitted along with the Bidder's response to the other Business and Technical Requirements. Bidders must note that when the VoteCal Project is initiated, for each deliverable that is prepared for the project, a Deliverable Expectations Document (DED) will be prepared by the Contractor and approved by the VoteCal Project Director or designee. Refer to Attachment 1–

Statement of Work and Attachment 1, Exhibit 3 – Sample Deliverable Expectation Document (DED), for further details on the DED.

In drafting the various plans and discussions to satisfy Project Management requirements, Bidder must clearly identify the proposed role of SOS staff, and consider the following principles:

- SOS will serve as the ultimate authority for elections policy and statute.
- SOS will serve as the primary interface and liaison with counties.
- SOS personnel with elections experience and expertise who are dedicated to the project will likely be limited to those persons already assigned to the project team.

Current staff and contracted personnel assigned to VoteCal include: VoteCal Senior Project Manager, two (2) Project Managers, two (2) Elections Program Leads, two (2) Information Technology Leads, Project Assistant, Training Specialist, Quality Assurance Manager, Technical Architect, and Programmer-Analyst. No additional SOS VoteCal staff is anticipated.

In addition to the SOS and contracted personnel listed above, both the Independent Verification and Validation (IV&V) and Independent Project Oversight Consultant (IPOC) contractors will review deliverables. This review process is mandatory for the VoteCal Project and the Bidder should ensure that Project Management plans and the schedule incorporate time, responsibilities and steps for review by the oversight contractors. In addition, SOS has contracted with the IV&V firm to perform independent testing of the delivered applications. Bidder must resolve any discrepancies identified by the IV&V contractor before testing is considered accepted and signed-off by SOS. Bidders must factor this activity into the Test plan and draft integrated project schedule (IPS).

Requirements P1 through P11 are Mandatory and scorable. The description of each requirement in this section indicates the elements of that requirement that will be evaluated. Failure to address all elements of each requirement will result in a lower score for that response.

Bidders are reminded that narrative responses to requirements P1 through P11 must be complete and in sufficient detail for the Evaluation Team to evaluate the Bidder's described approach against criteria described for each requirement in this section.

1. Project Management

The SOS has prepared a Project Management Plan and numerous subsidiary plans to govern VoteCal project management processes. The SOS is currently reviewing and revising these plans. Current versions are provided in the Bidder's Library. When revisions are approved, the revised versions will be published in the Bidder's Library.

The SOS intends to manage and conduct the VoteCal in accordance with the following industry and State standards, where appropriate to particular tasks and management efforts:

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

In developing responses to Project Management Activities and Plans requirements, Bidders must assume and accommodate the following constraints:

- Limited availability of SOS staff for the fourteen (14) business days prior to and the seven (7) business days following a statewide election.
- Unavailability of county elections officials' staff and a freeze on changes to or testing with county systems (including EMS') during the period beginning 60 days prior to and ending 30

days following a statewide or Uniform District Election Law (UDEL) election. (Refer to the document "Future Election Dates" in the Bidder's Library for information on future statewide, UDEL and local elections.)

- No changes may be made to the SOS network during the period beginning sixty (60) calendar days prior to and ending thirty (30) calendar days after an election.
- The SOS requires one hundred twenty (120) working days, at a minimum, following approval of the production environment, to set up the required production environment hardware.
- For interfaces with election management systems, each Election Management System (EMS) vendor will be allowed six (6) calendar months for the design, development, and testing of an interface prior to integration testing with VoteCal. The time period begins when the specification is delivered to the EMS vendors by the SOS and the Contractor.
- SOS staff will design, develop, and test VoteCal reports concurrent with Contractor activities. Relevant plans submitted in response to the requirements listed below must anticipate and accommodate this concurrent activity, and ensure that SOS report developers and subject matter experts have the necessary knowledge and associated documentation to design, develop, and complete testing of reports before Phase V - Pilot Deployment and Testing begins (see Attachment 1, Exhibit 2 – Tasks and Deliverables, for description of Project Phases).

Requirement P1

The Bidder's Draft Proposal and Final Proposal must provide a draft Project Management Plan (PMP) that, when finalized, will become the controlling document for managing Bidder's work on the VoteCal Project and must include Project activities to be conducted by Bidder staff and subcontractor resources as well as SOS tasks required to support creation of Contract deliverables. The Bidder must use its PMP to define the technical and managerial project functions, processes, activities, tasks, and schedules necessary to satisfy the Project requirements as documented in this RFP. If Bidder is awarded the Contract, the updated PMP shall be submitted as a deliverable for SOS review and approval within thirty (30) calendar days of Contract award and will provide the "baseline" for the change control process.

The PMP must describe the Bidder's planned approach to all appropriate and relevant project management processes for the Bidder team's performance of the scope of work as described in Attachment 1 – Statement of Work, except for those plans that are cited as separate Project Management requirements (e.g., P2 – Quality Management Plan). The PMP must include discussion of participation of and interaction with other VoteCal team members (SOS staff and other contractors) in those processes, and discussion of how each process will integrate with SOS's defined project management processes.

The Bidder's approach to risk management, issue management, schedule management and scope management, and their integration points with corresponding VoteCal plans must also be described.

The PMP must also address deliverable definition, review and approval processes (see Attachment 1, Section 10 – Inspection, Acceptance and Rejection of Contractor Deliverables and Attachment 1, Exhibit 3 – Sample Deliverable Expectation Document), as well as definition of criteria and approach for Project Phase entry and exit (see Attachment 1, Exhibit 2 – Tasks and Deliverables, for description of Project Phases) and for system acceptance. The updated PMP shall be submitted for SOS review and approval within ninety (90) calendar days

of Contract award, in accordance with Attachment 1, Exhibit 2.E.Deliverable I.1 – Project Management Plan.

The PMP must conform to relevant PMBOK standards.

Requirement P2 The Draft Proposal and Final Proposal must describe the Bidder's approach to schedule management in a draft Schedule Management Plan, which includes resource updates, tracking of resource activities, milestone progress and reporting, critical path monitoring, schedule issues, status reporting based on work breakdown structure, and contingency activities. The narrative description of schedule management must describe how the Bidder will integrate the schedule with the VoteCal master integrated schedule, which will be maintained by the VoteCal Project Management Office (PMO), and ensure consistency of content between those schedules as they are tracked and updated. If the Bidder is awarded the Contract, the updated Schedule Management Plan shall be submitted as part of the updated Project Management Plan for SOS review and approval within thirty (30) calendar days of Contract award, as described in Attachment 1, Exhibit 2.E.Deliverable I.1 – Project Management Plan.

Along with narrative description of the schedule management approach, the Bidder's response to this requirement must include a draft integrated project schedule (IPS) that contains the tasks/activities of Bidder, SOS staff and other SOS contractors, county elections officials' staff, and EMS vendors that must occur in order to meet the requirements of this RFP. The IPS must contain a list of planned tasks, milestones, estimated completion dates, resource assignments, and dependencies between tasks. The IPS must also include tasks' dependencies on other VoteCal team members' (staff, other contractors) activities, including but not limited to deliverable planning (Deliverable Expectation Document development and approval and SOS review of submitted deliverables, each as described in Attachment 1 - Statement of Work), and Bidder correction of deficiencies. The submitted IPS must include a preliminary GANTT chart. The updated IPS shall be submitted for SOS review and approval within ninety (90) calendar days of contract award and will be updated weekly in accordance with Attachment 1, Exhibit 2.E.Deliverable I.2 – Integrated Project Schedule.

Bidder's response to this requirement must conform to PMBOK standards.

NOTE: This is a fixed-price contract and the primary assumption is that there will be no change orders. Change orders will only be considered under the terms identified under Attachment 1, Section 7 - Unanticipated Tasks or for tasks that are the result of State or Federal legislative mandates, or law or regulation changes.

Requirement P3 The Bidder's Draft Proposal and Final Proposal must provide a draft Quality Management Plan, which includes definition of quality standards, policies, and procedures the Bidder will use; approach for quality assurance review of all work products and activities during the project; quality control approach for work products; process for continuous quality improvement; roles and responsibilities for quality management activities; description of how quality will be monitored and measured; and a summary of proposed criteria for system and deliverable acceptance. The Quality Management Plan must also include discussion of integration with the SOS Quality Plan. If the Bidder is awarded the Contract, the updated Quality Management Plan shall be submitted for SOS review and

approval within ninety (90) calendar days of Contract award, in accordance with Attachment 1, Exhibit 2.E.Deliverable I.3 – Quality Management Plan.

The Quality Management Plan must conform to IEEE 730-2002 (Standard for Software Quality Assurance) or, alternatively, an equivalent methodology for which the Bidder describes successful application in previous projects as part of the response.

Requirement P4

The Bidder's Draft Proposal and Final Proposal must describe the Bidder's Software Version Control and System Configuration Management Plan to be employed during the VoteCal Project. The Bidder must include a discussion of the methods and tools that will be used for version control and configuration management along with how new modifications and/or modules will be integrated and implemented when software upgrades are required during the warranty/maintenance period. If the Bidder is awarded the Contract, an updated Software Version Control and System Configuration Management Plan shall be submitted to SOS for review and approval within thirty (30) calendar days of Contract award, as described in Attachment 1, Exhibit 2.E., Deliverable I.4 – VoteCal Software Version Control and System Configuration Management Plan.

Bidder's Draft Proposal and Final Proposal must include a summary approach to document management, which addresses how documents will be controlled and how deliverable versions will be tracked, including tools for document management (if appropriate).

The Software Version Control and System Configuration Management approach must conform to standards required by IEEE 828-2005 or, alternatively, an equivalent methodology for which the Bidder describes successful application in previous projects as part of the response.

Requirement P5

The Bidder's Draft Proposal and Final Proposal must include a Requirements Traceability Matrix Plan: a discussion of the content and approach to developing a Requirements Traceability Matrix, and a discussion of how this will be used and updated to track requirements, programming, and test scenarios during all Phases of the VoteCal Project (see Attachment 1, Exhibit 2 – Tasks and Deliverables, for description of Project Phases). All business functional and technical requirements in this RFP must be traceable to the Test Plan (Deliverable III.2 – Test Plan in Attachment 1, Exhibit 2 – Tasks and Deliverables) and the Bidder must provide SOS with a Requirements Traceability Matrix which will provide a link from each test case back to each of the business functional and technical requirements in the RFP for testing purposes. The Plan must include description of intended approach to ensuring forward and backward traceability, including but not limited to traceability between the following:

- Requirements from the RFP and more detailed sources such as the System Requirements Specifications (Attachment 1, Exhibit 2.E.Deliverable II.1 – System Requirements Specifications);
- Requirements in the System Requirements Specifications (Deliverable II.1) to design elements in the Detailed System Design Specifications (Attachment 1, Exhibit 2.E.Deliverable II.3)
- Design elements documented in the Detailed System Design Specifications (Attachment 1, Exhibit 2.E.Deliverable II.3) and Unit Test Cases

- System Requirements Specifications (Attachment 1, Exhibit 2.E.Deliverable II.1) and System Test Cases

If Bidder is awarded the Contract, an updated Requirements Traceability Matrix Plan shall be submitted to SOS for review and approval within thirty (30) calendar days of Contract award in accordance with Attachment 1, Exhibit 2.E.Deliverable I.6 – Requirements Traceability Matrix Plan.

The Requirements Traceability Matrix Plan must conform to standards required by IEEE 1233-1998 and IEEE 830-1998, or CMMI V 1.2, or, an equivalent methodology for which the Bidder describes successful application in previous projects.

Requirement P6 The Bidder's Draft Proposal and Final Proposal must include a draft Implementation and Deployment Plan, which describes the Bidder's planned approach for implementation, links to the PMP and includes a discussion of strategy for a pilot testing, data conversion and deployment to SOS business users, county elections officials' staff, and other users. The response to this requirement must include explanation of the best practices or standards on which the approach is based. If the Bidder is awarded the Contract, the updated Plan will be submitted for SOS approval in Phase III – Development (see Attachment 1, Exhibit 2.E.Deliverable III.6 – VoteCal System Implementation and Deployment Plan) and in Phase V – Pilot Deployment and Testing (Attachment 1, Exhibit 2.3.Deliverable V.4 – Revised/Updated System Implementation and Deployment Plan) and also updated at other times during the Project as appropriate.

Requirement P7 The Bidder's Draft Proposal and Final Proposal must provide a draft Organizational Change Management Plan, which outlines the Bidder's business change communication strategy. The Bidder's approach must address how the project will convey to all users and customers the new methods of doing business, roles and responsibilities, and common issues to be anticipated and mitigation scenarios in a project of this size and complexity. The Plan must also address securing support and buy-in from the county elections officials' staff as well as SOS staff. If Bidder is awarded the Contract, an updated Requirements Traceability Matrix Plan shall be submitted to SOS for review and approval within ninety (90) calendar days of Contract award in accordance with Attachment 1, Exhibit 2.E.Deliverable I.5 – VoteCal System Organizational Change Management Plan; in Phase III – Development (Attachment 1, Exhibit 2.E.Deliverable III.4 – VoteCal System Organizational Change Management Plan Updated).

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

The Bidder's Library includes an Organizational Change Management Plan that was developed for the VoteCal Project and accepted by SOS. Bidder may adopt any or all concepts from that plan as part of their response to this requirement.

2. Training

Requirement P8 The SOS requires the Bidder to propose training for the SOS Elections Division and IT Division staff as well as county elections officials as part of Bidder's Draft Proposal and Final Proposal. Bidders must provide a draft Training Plan, which includes outlines course descriptions, prerequisites, content, and length of class for these user groups. SOS will provide one (1) training room in Sacramento for proposed solution training. If the Bidder intends to train at a facility other than the SOS-provided training room, Bidder must include, as part of the bid amount, any costs associated with the facility.

The SOS requires the Bidder to provide initial training to nineteen (19) SOS elections program staff and ten (10) IT staff assigned to the VoteCal Project. SOS anticipates that each single SOS training class will not exceed 20 participants. Any SOS staff training identified by the Bidder and not proposed to be conducted at the SOS Sacramento training facility must include, as part of the bid amount, all costs associated with travel to the training site for all SOS staff attending.

- Bidder must specify the approach for training for SOS Elections Division staff, trainers, investigators, and help desk staff as well as training of SOS technical support staff. Note that the SOS help desk and Contractor help desk shall be established and training provided before the pilot counties receive the application.
- Bidders must provide orientation and training for county staff integrating VoteCal with their existing EMS. 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 access VoteCal through their EMS.
- Bidders must provide training for SOS staff who will provide on-going training post implementation.
- Bidders must describe their technical knowledge transfer method with SOS IT staff and training as part of the Draft Training Plan.
- Bidders must identify system requirements for the training room, which will support up to twenty (20) workstations (e.g., minimum configuration of workstations, connectivity requirements, etc.).
- Bidders must identify system requirements for a fully functional Training Environment to support the training room that is separate from the Development, Test and Production environments.
- Training aids, manuals, quick reference guides and other training materials must be provided in hard copies for all participants as part of the solution, and also be delivered to SOS in electronic format.

3. Testing

Requirement P9 The Bidder's Draft Proposal and Final Proposal must include a draft Test Plan that includes a discussion of the proposed test methodology and a sample Test Defect Log. If Bidder is awarded the Contract, a detailed 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 (see Attachment 1, Exhibit 2.E.Deliverable III.2 – System Test Plan).

Bidder's Test Plan must include a discussion of all levels of testing that will be performed, including stress testing, performance and load testing, and backup and recovery testing, and the training to be provided for the SOS testing staff.

In addition, the proposed Test Plan must include discussion of approach for testing EMS remediation in preparation for the integration of EMS data that will occur in Phase V – Pilot Deployment and Testing and Phase VI – Deployment and Cutover. If Bidder is awarded the Contract, an updated and detailed description of the approach for testing EMS remediation shall be submitted for SOS review and approval in Phase III – Development. (See Attachment 1, Exhibit 2.E.Deliverable II.3 – Acceptance Test Plan for Certification of EMS System Data Integration and Compliance.)

The Test Plan must include discussion of testing to be conducted during Phase V – Pilot Deployment and Testing (Bidders should assume a total of one million five hundred thousand (1,500,000) voter registration records across the counties that participate in the pilot).

If a Bidder proposes a Commercial off-the-Shelf (COTS) application or a Modified-off-the-Shelf (MOTS) application, out-of-the-box testing must be included to validate the base product is functioning properly. Negative testing scenarios must be included. Bidder must address all levels of testing to be performed, including stress testing and how they will manage these activities including managing of the test environments.

The Test Plan must include testing for all configured and programmed items, all programs and all Contractor-developed reports, as well as a complete "end-to-end" test including testing from a county workstation through to VoteCal and on to DMV and back to VoteCal. Testing will include testing of interfaces to the county systems. It will be the decision of the VoteCal Project Director or designee when user acceptance testing has been successfully completed. The final detailed Test Plan will become the basis for verifying that the system operates as documented and intended. The Test Plan and Integrated Project Schedule must accommodate the need to make enhancements to VoteCal between Phase V - Pilot Deployment and Testing and Phase VI - Deployment and Cutover, and provide sufficient methodology and time to perform end-to-end testing after enhancements were made and before Phase VI - Deployment and Cutover commences, and at least twice during Phase VI – Deployment and Cutover at times mutually agreed upon by SOS and the Contractor.

The Contractor shall resolve issues encountered during testing before testing is considered accepted and signed-off by SOS. SOS has also contracted with an IV&V contractor to perform independent testing of the delivered applications. Bidder must resolve any discrepancies identified by the IV&V contractor before testing is considered accepted and signed-off by SOS. Bidders must factor this activity and working with the IV&V contractor into their work plan.

Refer to Attachment 1, Exhibit 2 – Tasks and Deliverables, Phase III – Development and Phase IV - Testing for additional information on SOS and Contractor testing-related responsibilities and activities.

4. Data Integration

Requirement P10 The Bidder's Draft Proposal and Final Proposal shall provide a draft Data Integration Plan which describes the Bidder's approach, method and roles and responsibilities for:

- Conformance of all county data to VoteCal standards;
- Integration of existing county voter registration data from multiple counties into a single record for each voter (e.g., one record, one voter);
- Integration and standardization of county-specific or EMS-specific data definitions, including but not limited to static values for various codes (e.g., voter registration status codes, cancellation reason codes, etc.)
- The process of testing and validating data conversions prior to full data integration, including approach for addressing and resolving data errors;
    - Conducting the integration process, including a strategy of "cut-over," "pilot," or "phased";
    - Transitioning existing data into the new VoteCal;
    - Maintenance of Calvoter and VoteCal systems in parallel from Phase V – Pilot Deployment and Testing through Phase VI – Deployment and Cutover, and how the integrity of the data will be ensured as the official list of voters while implementation is occurring; and
    - Detailed transition schedule of activities that clearly defines key milestones, deliverables, tasks, and responsibilities and which are integrated with the PMP.

A test of data integration shall be performed and all data validated and approved by SOS prior to the start of the pilot. Refer to RFP Section III – Current Systems and Opportunities and the Bidder's Library for descriptions of the existing databases, Calvoter file structures, county upload file formats, and data volumes.

If Bidder is awarded the Contract, an updated Data Integration Plan shall be submitted as a deliverable for SOS review and approval in Phase II – Design of the VoteCal Project. (See Attachment 1, Exhibit 2.E.Deliverable II.8 – VoteCal System Data Integration Plan.)

5. VoteCal Architecture

Requirement P11: Bidders shall provide their proposed VoteCal Architecture, including a detailed description of the technical architecture/infrastructure solution for the VoteCal system, addressing performance, availability, security, scalability, maintainability, accessibility, deployment, and extensibility.

Bidders should utilize their knowledge gained during the confidential discussions (See Section II.C.4 – Confidential Discussions for Pre-qualified Bidders) to ensure complete and appropriate responses.

The technical architecture/infrastructure response shall include a narrative discussion of the hardware, software, and network elements associated with the Development, Test, Training, and Production VoteCal environments (additional environments must be proposed as necessary to meet VoteCal requirements and deliverables as specified in this RFP).

The technical architecture/infrastructure response shall describe the structure and behavior of the technology infrastructure of the proposed solution. This discussion must include, and map to, high-level diagrams showing major system components, the application tier(s) and system environments they serve, their interrelationships, dependencies, and resident solution components in order to provide the SOS with a visual, as well as narrative, enterprise-wide representation of the VoteCal environments to be deployed for the period of the project and for ongoing maintenance and support.

The amount and level of detail of documentation plus supporting product literature provided must demonstrate that the architecture(s) will support the development, testing, implementation, and maintenance of the VoteCal system solution, and must provide evidence that the proposed architecture will meet if not exceed all VoteCal business and technical requirements described in this RFP. Such evidence must be either (1) a referenced project, completed within the past four (4) years, in which the Bidder used the described approach; or, (2) if a referenced project is not available as demonstration of the viability of the approach, detailed description of relevant industry standards or best practices.

The Bidder's response to this requirement must address the following factors:

- **Performance:** The degree to and manner in which the proposed architecture meets all performance requirements of the RFP and represents industry-accepted best practices related to ensuring high performance. At minimum the Bidder's response must address these key areas but should not be limited to them:
  - Network capacity;
  - Server memory and processing capacity;
  - Application-processing constraints; and
  - Load testing.
- **Availability:** The degree to and manner in which the proposed architecture meets all availability requirements of the RFP and ensures maximum availability in accordance with industry-accepted best practices. At minimum the Bidder's response must address these key areas but should not be limited to them:
  - How and when routine maintenance will be performed;
  - How component failures will be handled; and
  - How backup and recovery, other than disaster (e.g. flood, fire earthquake, etc.) will be addressed.
- **Scalability:** The degree to and manner in which the proposed architecture presents a scalable solution consistent with industry-accepted best practices. At minimum the Bidder's response must address these key areas but should not be limited to them:
  - Which new hardware and software will be added; and
  - How VoteCal will be reconfigured to utilize the new hardware and software.
- **Security:** The degree to and manner in which the proposed architecture presents a secure solution which at a minimum meets all security

requirements of the RFP. The Bidder's response must address these key areas but should not be limited to them:

- How authentication will take place;
- How authorization will take place;
- How data will be protected--both at rest and in transit;
- How the system will protect against identity spoofing;
- How the system will protect data from tampering;
- How the system will log system and user activity; and
- How the system will protect against Denial of Service attacks.

- **Maintainability:** The ability of the system to be maintained at an operational level after it is put into production. The Bidder's response must address these key areas but should not be limited to them:
  - Specific expectations for maintenance (by Bidder through Phase VII – First Year Operations and Close-out and for up to five (5) additional years if SOS exercises a contract extension option for application and hardware maintenance, and by SOS thereafter);
  - Maintenance costs and activities for any components added to VoteCal network and/or SOS infrastructure;
  - How any third party components will be maintained, including routine updates as well as corrections of deficiencies;
  - The necessary skills for staff who will be maintaining the system; and
  - Approach for forward compatibility.
- **Accessibility:** The degree to and manner in which the proposed architecture meets all accessibility requirements of the RFP and supports industry-accepted accessibility standards. At minimum the Bidder's response must address these key areas:
  - Web page and desktop accessibility-related requirements; and
  - Compatibility with the diverse local system installations and diverse desktop configurations.
- **Deployment:** Where and how the system will be deployed. At minimum the Bidder's response must address these key areas but should not be limited to them:
  - Mitigation of common deployment risks;
  - Physical locations where systems components will be deployed; and
  - The method of distribution for system components.
- **Extensibility**: The degree to and manner in which the proposed architecture enables enhancements through addition of new functionality and modification of functionality. At minimum the Bidder's response must address these key areas but should not be limited to them:
  - The steps necessary to add new functionality to the system;
  - How extensibility will affect the complexity of the system; and

- How extensibility will affect testing and debugging.

The Bidder's response to this requirement must also provide supporting detail, including a list of all hardware, software, and middleware components required for the design, development, training, implementation, and operation of the VoteCal solution.

The response to this VoteCal Architecture requirement must specify all enhancements to the existing VoteCal network and/or SOS infrastructure that would be required for the proposed Architecture to meet business and technical requirements of this RFP and the general performance, availability, scalability, security, maintainability, accessibility, deployment and extensibility factors described above. If Bidder proposes any changes to network hardware, software or configuration management components as part of the solution and is awarded the Contract, these changes shall be supplied at Contractor expense, and Contractor must support the additions at its own expense through Phase VII – First Year Operations and Close-out and up to five (5) years thereafter if SOS exercises the five (5) one-(1) year contract extension options. See requirements T6.2 and T6.3 in Table VI.2 - VoteCal Technical Requirements and Response Form for additional information.

The description of the architecture must also include physical environment requirements for the SOS (e.g., physical space, HVAC, etc.). Any required augmentation to existing facilities must be included in the proposal, and provided at the Contractor's expense and in compliance with appropriate State policies and procedures. See Requirement T3.6 in Table VI.2 - VoteCal Technical Requirements and Response Form for additional information.

C. THE SOS MANAGEMENT ROLE

If Bidder is awarded the Contract, it will be required to work with the IPOC and IV&V contractors under contract with SOS.

SOS will provide the following:

1. Full-time VoteCal Project Management Office (PMO) team, including one Senior Project Manager and two Project Managers, responsible for overseeing the project.
2. On-site workstations (including desk, telephone, desktop computer with access to printers, copiers, and the SOS IT staff) at the SOS Sacramento Office with space for up to six (6) Contractor staff. Additional space can be provided during project activities that require Contractor on-site presence that exceeds the number of workstations listed above.
3. SOS will provide Contractor staff access to the SOS voter registration program staff and the SOS IT staff that supports the existing applications as required during implementation. The SOS staff and the PMO team will participate in design sessions, review deliverables, and participate in testing and training as necessary to fulfill their responsibilities of acceptance of the new solution. However, SOS staff <u>will not</u> perform programming, develop Contractor deliverables, or configure the system. These are tasks expected to be performed by the Contractor's implementation team. The SOS will provide the full-time-equivalent (FTE) of up to two IT staff FTEs and three (3) voter registration/election business program FTEs.
4. An IPOC has been retained to support the SOS' VoteCal Senior Project Manager in terms of monitoring SOS and the Contractor's performance, responsibilities, and deliverables. The IPOC may perform the following activities on behalf of SOS:

(a) Validation of deliverables and selected Contractor activity and performance in accordance with standards as defined in the approved Deliverable Expectations Document for the specific deliverable, the Contractor's Proposal, Project Plan, schedule, and Contractor's progress report accuracy; and

(b) Support Risk Management and Issue Management and reporting on behalf of SOS to the Department of Finance on timely issue resolution.

5. An IV&V consultant has been retained to support the VoteCal Project Manager in terms of monitoring and validating project activities, including the software deliverables, requirements traceability, and verifying test results in accordance with the awarded Contract, the PMP, the IPS, and Contractor's progress reports.

D. BUSINESS FUNCTIONAL REQUIREMENTS

Bidders must propose a solution for the VoteCal System for which functionality is as outlined in this subsection.

All identified requirements are Mandatory requirements and must be addressed in Draft Proposals and Final Proposals. Proposals will be evaluated on the quality of the response and solution for each requirement.

Table VI.1 contains the VoteCal System business functional requirements that SOS requires of a proposed business solution to address the business processes described in Section IV – Proposed System and Business Processes. References to government code and California Code of Regulations (CCR) can be found in the Bidder's Library.

The SOS expects Bidders to develop a solution to meet all of the business needs. The Bidder is required to respond to each business requirement listed in this section using Table VI.1 – Mandatory VoteCal System Requirements, Functionality Reference, and Requirement Response Form. Bidders shall not retype the requirements. If there is a discrepancy between the electronic copy and the hardcopy of the stated requirement in the RFP, the RFP master hardcopy takes precedence.

Bidders are reminded that in order to receive a "Pass" for these requirements, their response to each requirement must be complete and in sufficient detail for the Evaluation Team to understand <u>how</u> each requirement is to be met.

Bidders shall provide a narrative response for each requirement individually, consisting of, for each requirement:

- The <u>Proposed Solution Description</u> column: containing a detailed description, which includes how the Bidder's proposed solution meets the needs associated with the requirement.
- The <u>Supporting Documentation</u> Reference column: indicate where (Proposal Response volume number and page number or section in the product literature) in the Bidder's proposal volumes additional material can be found that is to be considered in the evaluation of the requirement response.

Table VI.1 – Mandatory VoteCal System Requirements, Functionality Reference, and Requirement Response Form

All Bidders must respond to all requirements stated in the following table for the VoteCal System. Failure to respond to or meet one of these business requirements may be deemed a material deviation.

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S1	**GENERAL REQUIREMENTS & FEATURES**	**S1 requirements are general features of the VoteCal System pertaining to data accessibility, functional application administration, extensibility, system access, and transactions between VoteCal and EMS'.**	
S1.1	VoteCal must provide authorized users with read-only access to the data for registered voters within other counties, including historic voter activity data, historic voting participation data, historic affidavit images and historic signature images for registrants.		
S1.2	VoteCal must provide authorized county users the ability to update the voter registration data for voters within their county.		
S1.3	VoteCal must prohibit county users from changing data for voters in other counties except to move a matched voter from another county into their county.		
S1.4	VoteCal must automatically send electronic notice to each appropriate county whenever a voter record is added or updated through VoteCal's automatic processes.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S1.5	VoteCal must support all VoteCal-related county user functions through interfaces with each election management system (EMS). The interfaces must be interactive where functions are so identified in the business requirements, such as voter registration look up and entry. Otherwise, the interfaces may be interactive, or batch or both as appropriate to the Bidder's proposed solution.		
S1.6	All authorized county users shall access VoteCal only through their EMS.		
S1.7	VoteCal must provide the capability for authorized SOS administrators to track electronic notices that have been sent to counties. Sort, filter and grouping criteria must include county or jurisdiction, notice type, status (resolved or unresolved) and date or date range for notice.		
S1.8	VoteCal must allow authorized SOS administrators the ability to maintain all “Smart names”.		
S1.9	VoteCal must be able to process voter registration data from new sources with only the addition of a pluggable interface.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S1.10	VoteCal must be capable of creating extracts of voter addresses for one or more counties for processing by an external service.		
S2	**VOTER REGISTRATION: Registration Data**	**S2 requirements list the voter registration data elements that must be maintained in VoteCal to comply with HAVA Section 303 requiring that each state implement a "single, uniform, official, centralized, interactive computerized statewide voter registration list."** **The data elements listed here do not constitute an exhaustive list. SOS expects that during Project Phase II – Design, the Contractor will work with SOS staff, county elections staff and EMS vendors to determine all specific data requirements for VoteCal. For examples of other data elements, beyond those listed here, see the Calvoter and Calvalidator Data Standards document in the Bidder's Library.**	
S2.1	VoteCal must provide functionality that enables authorized county users to add new registered voters and to update data associated with existing registered voters.		
S2.2	VoteCal must be able to capture, store, and display all historical data on every record, including images.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.2.1	VoteCal must capture and display all data elements required to support the functions defined in this RFP. (Refer to the Calvoter and Calvalidator Data Standards in the Bidder's Library for examples of additional data elements to be captured and stored in VoteCal. Contractor will work with SOS staff, county elections staff and EMS vendors to determine all specific data requirements for VoteCal.)		
S2.3	VoteCal must allow for capture and storage of voter names including the following discrete data fields: • First name (full or initial); • Middle name (full name or initial); • Full last name (can include hyphenated last name); • Suffix (Sr., Jr., other generations); and • Previous name(s)		
S2.4	VoteCal must store a unique identifier (UID) for each registrant in accordance with the rules described in requirements listed under S5: ID Verification.		
S2.4.1	VoteCal must capture and store the EMS voter ID for each voter.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.5	VoteCal must capture and store historic data on voter residence, mailing address and domicile county, including beginning and ending effective dates of those addresses.		
S2.6	VoteCal must provide for capture and storage of the following discrete data fields related to a registered voter's residence address: • House number; • House fraction number; • House number suffix (alphanumeric); • Two-character pre-directional code (e.g. S., SW) *; • Street name (alphanumeric); • "Alias" street name (alphanumeric); • Type (e.g. Street, Road, Lane) *; • Two-character post-directional code *; • Apartment or space number (alphanumeric); • Unit Type *; • City; • Zip *; • Zip plus four* (optional with respect to each voter); and • County. NOTE: * indicates code must conform to USPS standards		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.7	VoteCal must be able to capture and store an address in a free-form format as a registered voter's official residence (e.g., the voter's address might be "THREE MILES NORTH OF ACME GROCERY STORE, Alturas, CA" or "Mile Marker 29.5, Hwy 85").		
S2.8	VoteCal must provide for capture and storage of multiple mailing addresses for a voter, including permanent mailing addresses, seasonal mailing addresses (with beginning and ending effective dates), temporary mailing addresses (with beginning and ending effective dates), permanent vote-by-mail addresses, and one-time vote-by-mail addresses.		
S2.9	For each mailing address, VoteCal must determine whether or not the address is within California.		
S2.10	VoteCal must be able to capture and store a voter's "Mailing" and " Vote-by-Mail" address using the following fields that can be used with mailing software: • Free-form data entry; • Fields long enough to meet US postal, foreign and military mail regulations; • Postal codes; and • Country code.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.11	VoteCal must provide the ability to capture and store a voter's date of birth. NOTE: Because a voter may have currently effective registrations that predate the requirement to provide date of birth, VoteCal must be capable of handling voters without a date of birth.		
S2.12	VoteCal must be capable of capturing and storing the following voter registration data: • Telephone number (up to four different numbers, including type and extension, as separate fields or records); • Gender; • Citizenship status; and • Email address.		
S2.13	VoteCal must be capable of capturing and storing voter registration information that is optional on the California affidavit, including: • Name prefix; • Whether the voter wishes to exercise the permanent vote by mail option; and • Ethnicity/race (Refer to Bidder's Library, Calvoter and Calvalidator Data Standards, for current codes for these fields.)		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.14	VoteCal must be capable of capturing and storing the voter's place of birth, both as free-form text and as user-defined codes. (Refer to Bidder's Library, Calvoter and Calvalidator Data Standards and Data Standards Tables (supplement to Calvoter and Calvalidator Data Standards) for current data standards.)		
S2.15	VoteCal must be capable of capturing and storing a voter's language preference, based on codes that can be defined and modified by authorized SOS administrators. (Refer to Bidder's Library, Calvoter and Calvalidator Data Standards, for current codes.)		
S2.15.1	VoteCal must be capable of capturing and storing multiple accessibility/assistance needs for a voter, based on codes that can be defined and modified by authorized SOS Administrators.		
S2.16	VoteCal must capture, store and display the status of any voter's registration, effective dates for such changes and reasons for the change. The status options must include: • Active; • Inactive; • Cancelled; and • Pending.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.17	VoteCal must store a voter's political party preference, if any, based on codes that can be defined and modified by authorized SOS administrators. (Documentation of currently used political party codes is available in the Data Standards Tables (supplement to Calvoter and Calvalidator Data Standards) document in the Bidder's Library.)		
S2.18	VoteCal must capture, store and display the following identification information for each voter record: • The voter's California issued Driver's License or State Identification Card (CDL/ID) number if known or provided; • The DMV verification status of that number (e.g., verified, not-verified, or pending verification); and • If verified, the date verified.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.19	VoteCal must capture, store and display the following identification information for each voter record: • The last 4 digits of the voter's Social Security Number (SSN4), if known or provided, which must be accessible for input, query and reporting; • The Social Security Administration verification status of that number (e.g., verified, not-verified, or pending verification); and • If verified, the date verified.		
S2.20	VoteCal must capture and store the voter's current and historical methods of registration (e.g., "by mail," "walk-in," "registration drive," "DMV," etc.), based on codes that can be defined and modified by authorized SOS administrators.		
S2.21	VoteCal must capture, store and display for voters who register by mail: • Whether or not the voter is a first-time voter, subject to the HAVA ID requirement (HAVA Section 303[b]); • Whether or not the voter has satisfied the ID requirement and, if so, how; and • If exempt from this requirement, the reason for that exemption.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.22	For each voter registration affidavit received, VoteCal must capture the following discrete data: • Affidavit number; • Execution date (from the affidavit); • Date the affidavit was received; and • Effective date of registration for the affidavit; and • The voter registration record that was created or updated based on data in the affidavit.		
S2.23	VoteCal must store and display the current and historic images of the full registration affidavit in ANSI/AIIM compatible format.		
S2.24	VoteCal must provide ability to display the current and historic images of the voter's signature independently from the affidavit.		
S2.25	VoteCal must provide the ability to zoom into affidavit and signature images.		
S2.26	VoteCal must provide ability to attach and store other images to a voter's record in GIF, TIF, JPG, and PDF formats, such as letters received from the voter.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.27	VoteCal must capture, store and view unlimited comment records and/or notes to a voter record using free-form text with a minimum of one thousand twenty-four (1,024) characters per comment or note. During the entry and editing of such notes, VoteCal must display a prominent warning that any such notes are a matter of public record.		
S2.28	VoteCal must allow multiple comments and notes to be stored for a single registered voter. Each note must have a creation date, County ID and User ID associated with it.		
S2.29	VoteCal must retain all voter records and associated data, including images for each voter record, such that processes and reports that are generated with an "as of" date correctly reflect the data applicable on the "as of" date.		
S2.30	VoteCal must capture and store data for confidential voters under the California Elections Code (EC) §2166, EC §2166.5 and EC §2166.7 such that the following criteria are met: *(see 2.30a through 2.30f below)*		
S2.30a	All such voters must have a mailing address different from the residence address or domicile.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.30b	Such voters must be automatically designated as permanent vote-by-mail voters.		
S2.30c	All restricted information (residence address, phone number and email address) about such voters must not be displayed unless the user has appropriate and sufficient permissions.		
S2.30d	By default, any restricted information about such voters must not be automatically included in any reports, queries or data extracts, and must only be included in reports or data extracts by special action of users with appropriate and sufficient permissions.		
S2.30e	Elections officials who create lists, rosters and data extracts from VoteCal must be able to optionally choose whether to exclude the voter, or to include the voter but print the mailing address or the word “confidential” for the residence address of such voters.		
S2.30f	The counts of such voters must be either included in or excluded from statistical abstracts such as the Report of Registration, based on user selection report options.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.31	VoteCal must capture and store the legal basis for which a voter qualifies as confidential (e.g., “court ordered,” “victim of domestic violence,” and “public safety officer”) based on user-defined codes that can be defined and modified by SOS authorized administrators.		
S2.32	VoteCal must capture and store the date of application for confidential status under EC §2166.7 and other applicable state and federal law.		
S2.32.1	VoteCal must provide the capability to automatically remove confidential status at the conclusion of a time period that is configurable by an authorized administrator, based on business rules. (See Bidder’s Library, Current Business Rules, for currently known business rules.)		
S2.32.2	VoteCal must provide the ability to automatically generate notices to confidential voters that their confidential status will expire unless renewed.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.33	VoteCal must capture, store and report the status of uniformed services and overseas voters that have been identified and fall under the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA), including the following information: • Category of qualification (e.g., uniformed services voter – domestic, uniformed services – overseas, non-military/civilian overseas voters); • Date and method of registration (e.g., state VRC, federal VRC, Federal UOCAVA Registration/Vote-By-Mail application postcard); • Date and method of application for vote-by-mail status (e.g. Federal UOCAVA Registration/Vote-By-Mail application postcard, County vote-by-mail application, etc.); and • If application was rejected, the reason for rejection and the date notice of rejection was sent to voter.		
S2.34	VoteCal must capture and store a record of list maintenance notices sent to a voter (e.g., RCP, ARCP, 8(d)(2) notices, CAN, etc.), including the date the extract for mailing label was created or the actual date sent.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.35	VoteCal must provide a user interface for authorized SOS administrators to add and maintain values for all fields where data are limited to a constrained set of acceptable values.		
S2.36	VoteCal must capture, store and report vote-by-mail voting status of each voter, including: • Type of vote-by-mail voter: one-time, special absentee (e.g., military and overseas – see EC §300), permanent vote-by-mail (EC §3201), and all-mail precinct; • Type of application (e.g., State defined such as on-line, federal form, sample ballot return application, Federal UOCAVA Vote-By-Mail postcard, County vote-by-mail application, etc.); • Date application received; • Source of the application (how received); • Whether or not the application was accepted or denied; and • If denied, the reason for the denial.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S3	**VOTER REGISTRATION: Registrant Search**	**S3 requirements cover voter registrant searches that will be executed by authorized SOS users or by authorized county elections officials' staff. County elections officials' staff and SOS users may execute searches to research voter registration issues. County elections officials' staff may also execute searches of VoteCal records to resolve list maintenance questions or address other issues that VoteCal transmits through electronic notices, as well as to pre-populate and modify data to submit to VoteCal.** **Requirements listed in S3 include those that are specific to searches that are executed for list maintenance or research purposes, as well as those that are applicable to any search. Requirements specific to searches that are executed for the purpose of pre-populating data for eventual submission to VoteCal (as a candidate update to a record) are described in S4: Registration Processing.**	

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S3.1	VoteCal must allow an authorized user to query and locate an existing record in the system using any one or a combination of the following criteria: • Full or partial first name; • "Smart name" variances on first name; • Full or partial middle name; • Full or partial last name; • Soundex variations on last name; • Full or partial residence address; • Full or partial mailing address; • Full or partial telephone number; • Full or partial VoteCal assigned UID; • Full or partial CDL/ID; • Full or partial Registration affidavit number; • Full or partial SSN4; • Full or partial date of birth (DOB) • Place of birth; • Political party preference; • Precinct; and • Political district.		
S3.2	VoteCal must provide ability to include all historical data in a search, if the user chooses to include such data.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S3.2.1	In response to a search executed for research or list maintenance purposes, VoteCal must return all high-confidence matches and all potential matches that exceed the minimum matching threshold (See S9: Record Matching and Merging).		
S3.2.2	For any executed search, VoteCal must display the following information, at a minimum, for each match: • Full voter name; • UID; • Date of birth; • CDL/ID (if available); • SSN4 (if available); and • Residence address		
S3.3	For any executed search, VoteCal must, upon user choice, display applicable detail for a presented match, including: • historic voter activity data; • historic voting participation data; • historic affidavit images and • historic signature images.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S3.4	If a registrant search is estimated to take longer than X time to complete, where X is configurable by authorized SOS administrators, VoteCal must refuse execution and provide notice to the user.		
S3.4.1	If a registrant search is estimated to take longer than Y time to complete, where Y is configurable by authorized SOS administrators, VoteCal must provide a warning to the user that includes an estimate of the time for execution and then hold execution until confirmed by the user.		
S3.5	If a registrant search that is executed for list maintenance or research purposes is estimated to return more than X number of records, where X is configurable by authorized SOS administrators, VoteCal must refuse execution and provide notice to the user.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S3.5.1	If a registrant search that is executed for list maintenance or research purposes is estimated to return more than Y number of records, where Y is configurable by authorized SOS administrators, VoteCal must provide a warning to the user that includes an estimate of the number of records estimated to be returned and then hold execution until confirmed by the user.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S4	**VOTER REGISTRATION: Registration Processing**	**All voter registration additions and updates from the county elections officials' staff will be submitted via the EMS to VoteCal. Online voter registration transactions from registrants/voters will come from the Secretary of State online voter registration website to VoteCal without streaming through the EMS.** **For voter registration transactions from the EMS, the county elections official's staff may optionally begin with a search of VoteCal records. If the county elections official's staff executes a search of the VoteCal database as an initial step, VoteCal will present a single matched record, if available, that meets or exceeds the high-confidence threshold for that search function. The county elections official's staff may optionally select that matched record for the purpose of pre-populating the data in a new transaction to submit to VoteCal, and then make additions and changes to the data through the EMS. If the county elections official's staff does not search for a match, or if VoteCal does not return a single high-confidence match in response to a search, the county elections official's staff will enter all required data fields for a new transaction.** **The process described in these requirements refers to the ID Verification process (which is described in more detail in S5: ID Verification), and includes a check for existing records with the same UID as that of the submitted record (as described in S9: Record Matching).** **The requirements do not include actions the county elections officials' staff would perform within the EMS.**	
S4.1	In response to a search that a user executes for purpose of submitting changes to an existing voter registration record, VoteCal must display a "match" result only if there is a single match that exceeds the high-confidence threshold.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S4.2	VoteCal must evaluate all submitted registration records against configurable data validation rules, and reject any records that have one or more errors configured as critical severity, and provide notice of the rejection to the appropriate county. (See Bidder's Library, Current Data Validation Rules, for currently known validation rules.)		
S4.3	Records presented to VoteCal that do not have critical severity data validation errors but have other non-fatal deficiencies must be accepted into the system, with the need for correction of deficiencies recorded. (See Bidder's Library, Current Data Validation Rules, for currently known validation rules.)		
S4.4	VoteCal must provide the capability for authorized users to configure data validations, including adding, modifying, enabling/disabling, and setting severity level. (See Bidder's Library for currently known validation rules.)		
S4.5	VoteCal must submit registration records that were not rejected for critical severity data validation errors to the ID verification (IDV) process as described in S5: ID Verification.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S4.6	VoteCal must search for an existing voter record that contains the same validated CDL/ID or SSN4 as the submitted registration record in accordance with record matching requirements described in S9: Record Matching and Merging and S5: ID Verification.		
S4.7	If VoteCal finds a single, high-confidence match of an existing voter record with the submitted record, VoteCal must merge the submitted record with the existing voter registration record. (See S9: Record Matching and Merging concerning merge and match requirements.)		
S4.8	If VoteCal cannot find a single, high-confidence match based solely on UID of an existing voter registration record with the submitted registration record, VoteCal must create a new record for the voter.		
S4.9	VoteCal must determine and indicate whether the voter is required to provide ID when voting in accordance with HAVA Section 303(b) and 42 U.S.C. Section 15483(b)(1), and any other applicable state or federal law. (See Bidder's Library, Current Business Rules, for documentation of currently known business rules.)		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S4.10	Once a UID is assigned to a voter record, VoteCal must record: • The basis for the assigned UID (CDL/ID, SSN4, auto generated); and, • Voter status, according to configurable business rules. (See Bidder's Library, Current Business Rules, for currently known business rules.)		
S4.10.1	When a county submits a change in status of a voter's registration to "cancelled" or "inactive" based on information received locally within the county, VoteCal must automatically accept the change in status and the county-supplied reason for the change. (See Bidder's Library, Current Business Rules, for currently known rules pertaining to cancellation or inactivation of voter registration.)		
S4.11	For all voter registration records receiving 'active' status by 11:59:59 p.m. Pacific Time (PT) in a given day, VoteCal must complete matching against known death records and transmit all required electronic notices (as described in requirements in S10: CDPH Death Records) by no later than 7:30:00 a.m. PT the following business day.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S4.12	For all voter registration records receiving 'active' status by 11:59:59 p.m. PT in a given day, VoteCal must complete matching against known felon records and transmit all required electronic notices (as described in requirements in S11: CDCR Felon Data) by no later than 7:30:00 a.m. PT the following business day.		
S4.13	For all voter registration records receiving 'active' status by11:59:59 p.m. PT in a given day, VoteCal must complete matching against existing VoteCal records for possible duplicates and transmit all required electronic notices (as described in requirements in S12: Duplicate Identification) by no later than 7:30:00 a.m. PT the following business day.		
S4.14	For all voter registration transactions that do not have fatal data validation errors and are received by 11:59:59 p.m. PT in a given day, VoteCal must receive and store all new images associated with that voter record and not already contained within the database by 7:30:00 a.m. PT of the following business day.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S5	**VOTER REGISTRATION: ID Verification**	**S5 requirements describe the ID verification that is to occur for every voter registration or re-registration transaction that an EMS submits to VoteCal. The process validates a CA driver's license number, an identification card number or an SSN4 through an interface involving data maintained by California's Department of Motor Vehicles (DMV).**	
S5.1	VoteCal must support the existing DMV ID verification (IDV) interface, which operates on a transactional basis. (Refer to the Bidder's Library, ID Verification Interface Specifications, for more detailed specification of that interface.)		
S5.2	For new voter registrations, re-registrations, and for updates with a change of name, date of birth, CDL/ID or SSN4, VoteCal must automatically submit the data for validation from the DMV or the Social Security Administration through the IDV interface.		
S5.3	VoteCal must automatically assign the record a unique ID (UID) based on the CDL/ID provided by the DMV if: • IDV verifies the provided CDL/ID as an exact match, *or* • IDV identifies a CDL/ID as a single exact match when no CDL/ID was provided, or when a different CDL/ID was provided.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S5.4	If the UID that VoteCal would assign based on verified CDL/ID has already been assigned to a different record, VoteCal must generate a UID based on an SOS-approved algorithm. (Refer to the Bidder's Library, Calvoter and Calvalidator Data Standards, for more detailed information on the current version of the SOS-approved algorithm.)		
S5.5	When VoteCal generates a UID based on the SOS-approved algorithm because the UID that would be based on CDL/ID or SSN4 is already assigned to another record, VoteCal must send electronic notice to the affected county(ies) to resolve the issue.		
S5.6	In cases where VoteCal generated a notice to 2 or more counties to resolve a duplicate CDL/ID- or SSN4-based ID, and one of the involved counties changes a CDL/ID or SSN4 (e.g., to correct a data entry error), then VoteCal must change all affected voter UIDs to conform to UID assignment rules described in this section (e.g., assign a CDL/ID- or SSN4-based UID where it previously could not because the UID had already been in use) and send electronic notice of UID change to all affected counties.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S5.7	VoteCal must notify SOS authorized administrators if both counties have verified that two voter registration records with the same verified CDL/ID are not the same voter.		
S5.8	VoteCal must automatically generate a unique ID (UID) for the record based upon an SOS-approved algorithm for SSN4-based UIDs if: • The IDV verifies the SSN4 as a single exact match or multiple exact match; and • The IDV does not identify a CDL/ID as a single exact match when no CDL/ID was provided. (Refer to the Bidder's Library, Calvoter and Calvalidator Data Standards, for more detailed information on the current SOS-approved algorithm.)		
S5.9	VoteCal must automatically generate a unique ID (UID) for the record based upon an SOS-approved algorithm, if the IDV is unable to either match the provided CDL/ID or SSN4 or identify a single exact match to a CDL/ID. (Refer to the Bidder's Library, Calvoter and Calvalidator Data Standards, for more detailed information on the current SOS-approved algorithm.)		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S5.10	When VoteCal generates a UID that is not based on the CDL/ID, the SOS-approved algorithm must ensure that if the voter reregisters at a later time with the same information, the system will generate the same UID or base number for the UID.		
S5.11	When VoteCal validation cannot be completed at time of entry, the record must be saved with a generated UID. VoteCal must automatically retry an incomplete ID verification, and if a CDL/ID or SSN4 is verified for the record, VoteCal must: • Reassign an appropriate UID to the voter registration record; and • Identify any potential pre-existing records for that voter and provide electronic notice of the potential match to the county of the pre-existing record(s).		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S6	**VOTER REGISTRATION: DMV Transactions**	**California's current implementation of the National Voter Registration Act (NVRA, or 'motor voter') allows for electronic processing of address changes for existing registered voters. VoteCal will support the existing DMV Change-of-Address (DMV COA) interface and processes, and also to be able to process new registrations from DMV, namely:** • **Attempt to match the records received from DMV against existing voter registration records;** • **Provide such matches to counties for appropriate processing; and** • **Provide unmatched DMV COA transactions to the county for further research and possible match to a voter.** **The existing interface with DMV will need to be modified to accept digitized signature images as well.**	
S6.1	VoteCal must receive voter registration address change data from the DMV in accordance with the National Voter Registration Act (NVRA), EC §2102, EC §2107 and Vehicle Code §12950.5.		
S6.1.1	VoteCal must be able to receive new registrations from the DMV in accordance with the National Voter Registration Act (NVRA), EC §2102, EC §2107 and Vehicle Code §12950.5.		
S6.1.2	VoteCal must receive digitized signature images from the DMV for individuals represented in DMV's transmitted new registration and address change data.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S6.2	VoteCal must attempt to match DMV voter registration change of address (COA) transactions against existing voter registration records using matching criteria established by the SOS. (See S9: Record Matching and Merging for requirements specific to matching criteria.)		
S6.3	For matches of DMV COA transactions against existing voter registration records that meet or exceed the established confidence threshold, VoteCal must automatically: • Update the existing voter registration record with the new voter registration data received from DMV; and • Update the voter activity history with the basis for registration changes.		
S6.4	For matches of DMV COA transactions that do not meet the established confidence threshold for automatic matching but that meet the established minimum confidence threshold of that match function, VoteCal must automatically send a notice to the county that it must make a determination of whether the records match.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S6.5	When a county verifies that a pre-existing voter registration record matches the DMV COA transaction, VoteCal must: • Record that information, including the basis for determination, in the voter activity history of the matched voter; and • Update the existing voter registration record with the new voter registration data received from DMV.		
S6.6	If a county determines that the potential match of DMV COA transaction to a pre-existing voter registration record is not valid, VoteCal must update the voter activity history accordingly to indicate the determination that the DMV COA transaction was not associated with the record and the basis for that determination.		
S6.7	VoteCal must provide authorized users the capability to un-match previously matched DMV COA transactions at any time after such matches have been applied. In such instances, VoteCal must correct any changes that were applied to the record as a result of the prior match and handle the transaction as a confirmed non-match for that process.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S6.8	When a DMV COA transaction cannot be matched against any existing voter registration records, VoteCal must send unmatched DMV COA data to the appropriate county.		
S6.9	VoteCal must allow SOS authorized Administrators to record whether or not a county wants the SOS to mail voter registration cards for that county, for DMV COA transactions determined not to match an existing VoteCal record.		
S6.10	VoteCal must have the capability to generate a data extract so that voter registration cards can be printed by the State through a third-party mailing house.		
S6.11	VoteCal must attempt to match DMV new voter registrations against existing voter registration records using matching criteria established by the SOS. (See S9: Record Matching and Merging for requirements specific to matching criteria.)		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S6.12	For matches of DMV new registrations against existing voter registration records that meet or exceed the established confidence threshold, VoteCal must automatically: • Update the existing voter registration record with the new voter registration data received from DMV; and • Update the voter activity history with the basis for registration changes.		
S6.13	For matches of DMV new registrations that do not meet the established confidence threshold for automatic matching but that meet the established minimum confidence threshold of that match function, VoteCal must automatically send a notice to the county that it must make a determination of whether the records match.		
S6.14	When a county verifies that a pre-existing voter registration record matches the DMV new registration or COA transaction, VoteCal must: • Record that information, including the basis for determination, in the voter activity history of the matched voter; and • Update the existing voter registration record with the new voter registration data received from DMV.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S6.15	If a county determines that the potential match of a DMV new registration to a pre-existing voter registration record is not valid, VoteCal must update the voter activity history accordingly to indicate the determination that the DMV transaction was not associated with the record and the basis for that determination.		
S6.16	VoteCal must provide authorized users the capability to un-match previously matched DMV new registrations at any time after such matches have been applied. In such instances, VoteCal must correct any changes that were applied to the record as a result of the prior match and handle the transaction as a confirmed non-match for that process.		
S6.17	When a DMV new registration does not match any existing voter registration records, VoteCal must process the registration in accordance with the processes and requirements of S4: .		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S7	**VOTER REGISTRATION: Voter Notification Cards (VNC)**	**In accordance with California law (EC §2155), county elections officials must mail voters voter notification card (VNC) following voter registration, re-registration, or updates to the voter record based on a variety of data points (e.g., voter's notification of an address change). As a potential cost saving measure, VoteCal must provide the capability for SOS to generate an extract for some or all counties to mail VNCs through a third party such as the California Office of State Publishing (OSP).**	
S7.1	VoteCal must have the capability to generate a data extract, based on the applicable mailing address for each voter of all required information across the State so that VNCs can be printed by the State through a third-party mailing house.		
S7.2	VoteCal must indicate in the voter record the date that the record was included in a data extract for VNC mailing.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S8	**VOTER REGISTRATION: EMS-VoteCal Synchrony Verification**	**S8 requirements pertain to capability for either authorized county elections officials staff or authorized SOS users to conduct a "synchronization" audit to identify inconsistencies between EMS data and VoteCal data. The process supported by these requirements is for the purpose of ensuring accuracy and currency of VoteCal and EMS data.**	
S8.1	VoteCal must provide authorized users the ability to identify differences between VoteCal and EMS data. Differences would include data in VoteCal that is not in an EMS, as well as data in an EMS that is not in VoteCal. For purposes of this requirement data would be limited to: • Voter registration data; • Voter participation history data; and • Precinct and political district data.		
S8.2	VoteCal must provide authorized users the capability to omit or separately identify differences between EMS and VoteCal records that are due to pending notifications and transactions.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S9	**LIST MAINTENANCE: Record Matching and Merging**	**S9 requirements focus on the configuration of criteria for determining matches between records (either duplicate voter records, matches returned in response to a user-initiated search, or matches of voter records with death, felon or third party address change records) and on requirements associated with merging records that are determined to be a "match."** **Though this section is called upon in Section 4: Registration Processing and matching is referenced in S6: DMV Transactions and other List Maintenance requirements sets, the focus in S9 is the specification of the matching processes and the merge and unmerge processes.**	

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S9.1	VoteCal must include a user-configurable method for authorized SOS administrators to: • Establish sets of registration record matching criteria; • Configure which criteria apply to each type of matching function (e.g., user-initiated registrant search for list maintenance/research purposes, user-initiated search for purpose of submitting data additions or updates to VoteCal, VoteCal search for existing record upon receipt of a registration transaction, death record matching, felon record matching, duplicate record checks, NCOA matching, etc.); • Assign "confidence" levels to each criteria set as it applies to each matching function; and • Establish threshold confidence levels required for manual or automatic application of matches for each matching function.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S9.2	VoteCal must allow SOS authorized administrators to establish one or more bases for matching data in a registration record field, including (where applicable): • Exact character match; • First "X" characters of the field (where "X" is user configurable); • Same characters and order in string, but with spaces and punctuation removed; • Soundex match (or alternative method based on phonetic pronunciation); • "Smartnames" match based on common variations of First Name established by authorized SOS administrators (e.g., Robert = Bob, Bobby, Rob); • "X" matching characters within string; and • Same month and year.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S9.3	VoteCal must allow SOS authorized administrators to identify a set of matching criteria based on combinations of individual field match settings, such as: • First Name- with "Smartnames"; Last Name- first 4 characters; and Date of Birth- same day and month; or • CDL/ID exact match; First Name- with "Smartnames"; Last Name- with Soundex.		
S9.4	VoteCal must allow SOS authorized administrators to configure and update whether or not an established matching criteria set is applied to each matching function, including: • New registrations and re-registrations; • Duplicate registration checks; • DMV Motor Voter processing; • Death record matching; and • Felon record matching.		
S9.5	VoteCal must allow SOS authorized administrators to individually establish "confidence" values to each established matching criteria set as it applies to each potential matching function.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S9.6	VoteCal must allow SOS authorized administrators to establish and modify confidence thresholds for each matching function so that matches found that meet or exceed that confidence threshold are automatically applied by the system. For matches that do not meet that threshold, but meet a lower "manual" minimum matching threshold, VoteCal must generate electronic notices to the appropriate county for match review and resolution.		
S9.7	When evaluating voter records to identify potential matches (e.g., for death, felon, DMV COA, duplicate records), VoteCal must exclude the following from matching and reporting results when same match criteria were used: • Previously verified matches; • Previously verified non-matches; and • Previously identified potential matches pending determination.		
S9.8	VoteCal must provide the ability for authorized SOS administrators to batch clear, by date range and/or by the county user ID, match determinations made inappropriately.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S9.9	VoteCal must merge voter registration data into a single registration record when duplicate registrations are confirmed. The voter registration data must include voter activity history and voting participation history and be merged into the record with the most recent date of registration or voter registration update activity.		
S9.10	VoteCal must provide authorized users with the ability to un-merge a single voter registration record into separate registration records in the event that registration records were incorrectly merged. The separated voter registration data must include voter activity history and voting participation history and the separate registration records must contain the appropriate registration data.		
S10	**LIST MAINTENANCE: CDPH Death Records**	**In accordance with Elections Code §2206 and California Administrative Code Title 2, Division 7, Chapter 1, Article 1, §20108.55, the Secretary of State receives death records from the California Department of Public Health (CDPH) and must provide this information to county elections officials for list maintenance purposes. The Secretary of State will also be responsible for ensuring any confirmed matches of death records with registered voters result in a cancellation of voter registration of the deceased persons.**	
S10.1	VoteCal must receive and store new death records from CDPH.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S10.2	VoteCal must match all new death records received from CDPH against existing voter registration records to identify existing voters that may have died.		
S10.3	For matches with new death records that meet or exceed the established confidence threshold, VoteCal must automatically: • Cancel the voter's registration; • Record the basis for that cancellation in the voter's activity record; and • Send an electronic notice to the appropriate county of the cancellation and its basis.		
S10.4	For matches of new death record transactions that do not meet the established confidence threshold for automatic matching but that meet the established minimum confidence threshold of that match function, VoteCal must automatically: • Note the potential match in the voter's record; and • Send electronic notice to the appropriate county of the potential match for investigation and resolution.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S10.5	VoteCal must allow an authorized county user to enter its determination that the potential match is valid or invalid into the voter's record.		
S10.6	VoteCal must apply authorized county users' determinations of validity of potential matches and change voter status, if appropriate, according to configurable business rules (Documentation of currently known business rules is available in the Bidder's Library, Current Business Rules.)		
		Requirement S10.7 has been deleted.	
		Requirement S10.8 has been deleted.	
S10.9	VoteCal must provide authorized users the capability to un-match previously matched death records at any time after such matches have been applied. In such instances, VoteCal must correct any changes that were applied to the record as a result of the prior match and handle the transaction as a confirmed non-match for that process.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S10.10	VoteCal must allow authorized SOS administrators to exclude from death record matching processes any death record determined to be incorrect or invalid.		
S11	**LIST MAINTENANCE: CDCR Felon Data**	**In order to comply with EC § 20108.55, VoteCal must have the capability to receive felon records from the California Department of Corrections and Rehabilitation (CDCR); to store such records on an ongoing basis; match records to voter registration records, and send electronic notices to counties to confirm potential matches; and, for confirmed matches, update registration status in accordance with business rules provided in the Bidder's Library. When CDCR data indicate that an individual is no longer under CDCR jurisdiction (i.e., no longer incarcerated or on parole), VoteCal must ensure that the CDCR record is no longer included in checks for matches of CDCR records with voter registration records.**	
S11.1	VoteCal must be capable of receiving and storing the California Department of Corrections and Rehabilitation (CDCR) felon records file.		
S11.2	VoteCal must match all new felon records received from CDCR against existing voter registration records to identify existing voters that may have become ineligible due to felon status, or may have become eligible to vote due to no longer being under CDCR jurisdiction (i.e., no longer incarcerated or on parole).		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S11.3	For matches with new CDCR records that meet or exceed the established confidence threshold, VoteCal must automatically: • Change the status of the voter's registration in accordance with configurable business rules (documentation of current business rules is available in the Bidder's Library); and • Record the basis for that change in the voter's activity record.		
S11.4	For matches of CDCR records that do not meet the established confidence threshold for automatic matching but that meet the established minimum confidence threshold of that match function, VoteCal must automatically note the potential match in the voter's record.		
S11.5	VoteCal must provide the ability for an authorized county user to enter its determination that the potential match is valid into the voter's record.		
S11.6	VoteCal must provide the ability for an authorized county user that has investigated and determined that the potential match was invalid to note that determination in the voter's record.		
		Requirement S11.7 has been deleted.	

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
		Requirement S11.8 has been deleted.	
S11.9	VoteCal must provide authorized users the capability to un-match previously matched felon records at any time after such matches have been applied. In such instances, VoteCal must correct any changes that were applied to the record as a result of the prior match and handle the transaction as a confirmed non-match for that process.		
S11.10	VoteCal must allow authorized SOS Administrators to exclude from felon matching processes any felon record determined to be incorrect or invalid.		
S12	**LIST MAINTENANCE: Duplicate Identification**	**In accordance with Elections Code § 2193 and HAVA 303 (a)(2)(B), VoteCal must have the capability to identify duplicate voter records and take action to ensure there is only one voter record for every eligible voter in California in the official list of voters.**	
S12.1	VoteCal must provide the ability for authorized SOS administrators to schedule and run duplicate checks across all voters in the database to identify potential duplicate registration records for the same voter using the criteria established for such matching.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S12.2	VoteCal must automatically merge voter registration records and assign the voter to the appropriate county when duplicate records are identified based on match criteria sets that meet or exceed the established confidence threshold.		
S12.3	VoteCal must, before automatically applying potential duplicate records, check voting participation history for the older registration record. If the older record indicates voting activity in an election after the date of registration in the newer record, the match must not be applied automatically and, instead, VoteCal must send electronic notice of potential match to the appropriate county(s) as indicated in requirement S12.4.		
S12.4	For matches of potential duplicate records that do not meet the established confidence threshold for automatic matching but that meet the established minimum confidence threshold of that match function, VoteCal must automatically note the potential match in both records.		
S12.5	For those records where a potential duplicate was identified with a record in another county, and an authorized county user makes a determination of match validity, VoteCal must update the other record with the determination.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S12.7	VoteCal must provide authorized users the capability to un-match previously confirmed duplicate records at any time after such matches have been applied. In such instances, VoteCal must correct any changes that were applied to the record(s) as a result of the prior match and store the determination that the records were confirmed non-duplicates.		
S13	**LIST MAINTENANCE: NCOA**	**VoteCal must provide the capability to process all registered voter records against an external USPS National Change of Address (NCOA) service on a regularly scheduled basis. Currently, SOS contracts to receive this service monthly from the California Employment Development Department (EDD). VoteCal must update the voter record with the potential NCOA match (no change in status) and provide an electronic notice to the county for evaluation and resolution. SOS Administrators must have the capability to monitor all such pending NCOA updates until resolved by the county.**	
		Requirement S13.1 has been deleted.	
S13.2	VoteCal must provide authorized SOS administrators the capability to configure a value 'X', such that the extracts created for NCOA processing are broken into multiple files, each containing a maximum of X records.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S13.3	VoteCal must evaluate the results from NCOA processing and reject invalid results - such as address changes previously received and address changes that are older than most recent changes received for a voter - according to configurable business rules.		
S13.4	VoteCal must note a potential address change in the voter record and send electronic notice to the appropriate county of the potential address change for determination of validity.		
S13.5	When an NCOA address update has been determined to be valid where a voter has a forwarding address in the same county, VoteCal must automatically: • Update the (residence or mailing) address of the registrant; • Note in the activity history for that registrant that the record was updated because of NCOA match; and • Flag the record for automatic generation and mailing of a Change of Address Notice (CAN) in accordance with EC §2225.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S13.6	When an NCOA address update has been determined to be valid where the voter has a forwarding address in a different California county or outside the State, VoteCal must automatically: • Determine the status of the registrant in accordance with configurable business rules (documentation of current business rules is available in the Bidder's Library); • Note in the activity history for that registrant that the record was updated because of NCOA match; and • Flag the record for automatic generation and mailing of a CAN in accordance with EC §2225.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S13.7	When an NCOA address update has been determined to be valid where the voter has no forwarding address, VoteCal must automatically: • Determine the status of the registrant in accordance with configurable business rules (documentation of current business rules is available in the Bidder's Library); • Note in the activity history for that registrant that the record was updated because of NCOA match; and • Flag the record for automatic generation and mailing of a CAN in accordance with EC §2225.		
S14	**LIST MAINTENANCE: Pre-Election Residency Confirmation Postcards (RCPs)**	**VoteCal must allow for data extracts to be generated for residency confirmation postcard mailings in accordance with EC §§ 2220 thru 2224.**	
S14.1	VoteCal must provide the ability to automatically generate a data extract of all required information in any or all counties on a batch basis so that RCPs and ARCPs can be printed by the State through a third-party mailing house. VoteCal must exclude records for voters who have voted within the previous X months where X is configurable.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S15	**LIST MAINTENANCE: Change of Address Notification (CAN)**	**When VoteCal receives third-party notice of a change of address, elections officials are required by law to follow up with postcard to the voter alerting them to the actions being taken. For uniformity and list maintenance practices, this section describes VoteCal capability to support mailing change of address notices to voters on behalf of counties, if counties choose to have SOS conduct mailings for them.**	
S15.1	VoteCal must provide the ability for authorized SOS administrators to generate a data extract, based on the applicable mailing address for each voter, of all required information for one or more counties across the State so that CANs may be printed by the State through a third-party mailing house.		
S15.2	In accordance with EC §2225, subsections (b), (c) and (d), VoteCal must determine for each voter record the appropriate CAN notice.		
S16	**VOTER ELECTION DATA: Official List of Voters**	**As the HAVA mandated official list of eligible voters, VoteCal must provide capability for extracting the official list of voters with respect to any election so that this data can be used to generate and print the polling place rosters.**	
S16.1	VoteCal must provide authorized county users the ability to extract the official list of eligible registered voters with respect to any given election.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S17	**VOTER ELECTION DATA**	**VoteCal must maintain voter participation history data that are necessary for to make determination of whether a voter who registers by mail must show ID the first time he/she votes (42 U.S.C. Section 15483(b)(1)(B)).** **Throughout the Election Cycle period, VoteCal must capture ongoing data changes related to vote-by-mail and provisional voting, to support the voter lookup capabilities on the public website.**	
S17.1	VoteCal must maintain historic voting participation for all voters, regardless of the number of elections in which voters might have participated. The history captured and maintained for each voting event must include: • State defined code for the election; • Election date; • Voting precinct; • How voted (vote-by-mail, early, polling place, or provisional); and • Partisan ballot voted (for primary elections).		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S17.2	Prior to an election, VoteCal must import data from the EMS that enables a user to determine the following data for each registered voter: • Voting precinct assignment for the election; and • Polling place assignment for the election		
S17.3	VoteCal must capture and store the following vote-by-mail data for every election: • Date that a voter was mailed a vote-by-mail ballot; • Manner in which the vote-by mail ballot was transmitted to the voter; • When the vote-by-mail ballot was received by the elections official; • Method of return of vote-by-mail ballot (e.g., mail, fax, etc.); • Form of voting (e.g., county issued vote-by-mail ballot or federal write-in vote-by-mail ballot); • Whether the ballot was accepted or rejected; and • If rejected, the reason for that rejection.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S17.4	For voters who vote a provisional ballot in an election, VoteCal must capture and store whether or not the provisional ballot was counted and, if not, the reason it was not counted.		
S18	**PRECINCTS AND DISTRICTS: Precinct – District Mapping**	**So that VoteCal can correctly determine the Official List of Registered Voters with respect to political districts, and so that VoteCal can correctly compile and produce the Statement of Registration required by EC §2187, VoteCal must maintain precinct-to-district cross reference information. These data are provided by the EMS. The information is required for derivation of residence in political district based on the voter's home precinct assignment.**	
S18.1	VoteCal must be able to identify, from the voter's home precinct, the voter's voting district for US Congress, State Senate, State Assembly, Board of Equalization and County Supervisory Districts, the municipality of residence if a voter is entitled to vote in that municipality, or if not, that the voter resides in the county's unincorporated area.		
S18.1.1	VoteCal must capture and store county-defined local districts (e.g., school districts, water boards) and must be able to identify, from the voter's home precinct, the voter's membership in such districts.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S18.2	VoteCal must validate updates to precinct-district mapping against configurable data validation standards. (See Bidder's Library, Calvoter and Calvalidator Data Standards, for information on current data validation standards.)		
S18.3	VoteCal must notify county and SOS administrators of "orphan" precincts or political districts (e.g., home precincts without required political district assignments), and of "orphan" voter registration records (lacking a valid home precinct assignment).		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S19	**SOS PROCESSES: Political Party Tracking**	**VoteCal must have the capability to track voters' political party data in order to (a) determine voter eligibility with respect to a primary election; (b) maintain uniformity of voter records and data; and (c) support the Report of Registration (ROR), which is a statistical abstract of party registration by political district.**	
S19.1	VoteCal must allow authorized SOS administrators to define political parties. For each such party, the system must track and report the following information: • SOS assigned party code (refer to the Bidder's Library for codes for currently recognized parties); • Whether or not the party is Qualified, Attempting to Qualify, or Non-Qualified; • Date of all changes in party status (Qualified/Non-Qualified/Attempting to Qualify; • Reason for such changes (if applicable); and • Current state party contact information.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S20	**SOS PROCESSES: Report of Registration (ROR)**	**The ROR a statistical abstract of voter registration by political district and partisan affiliation, is published by the Secretary of State at prescribed times in accordance with EC §2187. Currently, counties extract their registration counts as of the specified date from their EMS, and then submit these statistics to the Secretary of State for compilation and publication as the official Report. Because VoteCal will contain the official list of registered voters, in the future system the ROR will be extracted and compiled based on VoteCal data.** **VoteCal will need the capability for each county to report, via the remediated EMS, when all voter registration activity as of the effective ROR date has been input into the system so that SOS administrators will know when that county's statistics can be captured. The ROR statistics will need to be captured and separately stored within the system to protect the official published data from alteration due to subsequent changes in the underlying voter registration data. VoteCal must enable SOS users to input the estimated counts of each county's eligible citizens, which are derived manually from a variety of data sources, and which becomes an integral part of one ROR component report.**	
S20.1	VoteCal must provide authorized SOS Administrators the ability to view ROR completion status ('county entry of voter registrations not completed', 'county entry completed,' 'data extracted') for any county.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S20.2	VoteCal must provide authorized SOS Administrators the ability to capture and store ROR statistics of active registered voters by district and party within a county as of the established ROR date. Authorized SOS Administrators must have the capability to capture these statistics county-by-county, or for the entire state at one time.		
S20.3	VoteCal must provide authorized SOS Administrators the ability to input the manually-calculated estimate for the number of persons 'eligible to register to vote' for each county as of the ROR date.		
S20.4	Once an ROR has been deemed final and ready for publication, VoteCal must provide authorized SOS Administrators the ability to 'finalize' the ROR such that its component statistical data cannot be modified.		
S20.5	Prior to 'finalization', VoteCal must permit authorized SOS Administrators the capability to delete ROR statistics for any or all counties and to recapture those statistics.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S20.6	VoteCal must support calculation and production of the following summary statistics for ROR component reports: • Registration By County • Registration By Political Bodies Attempting To Qualify • Registration By Congressional District • Registration By Senate District • Registration By Assembly District • Registration By Board of Equalization District • Registration By County Supervisorial District • Registration By Political Subdivision By County (See Bidder's Library, Example Report of Registration, for examples of ROR components.)		
S20.7	Once ROR data has been captured for a county, VoteCal must allow an EMS to import from VoteCal the ROR statistics captured for that county, as well as whether or not the ROR has been 'finalized'.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S21	**SOS PROCESSES: State Voter Information Guide (VIG)**	**The requirements below pertain to the need for VoteCal administrators to have the capability to extract voter information based on specific data details (such as registrants within certain date ranges) and transmit that data extract to a third party for mailing of the State Voter Information Guide.**	
S21.1	VoteCal must generate State "ballot pamphlet" or Voter Information Guide (VIG) mailing lists of registered voters eligible to vote in an upcoming election that meets the established specifications for this mailing list. (Refer to the Bidder's Library for current mailing list specification.)		
S21.2	VoteCal must capture and store a voter's request to not be mailed the VIG. VoteCal must automatically exclude all voters who have so "opted out" from any VIG mailing lists generated.		
S21.3	VoteCal must update the voter activity record for each voter for whom a VIG address extract was generated, indicating the date of the extract and whether SOS or the county generated the extract.		
S21.4	VoteCal must provide the ability for authorized SOS administrators and authorized county users to generate mailing lists (or extracts of data for mailing lists) for all eligible registered voters that were not included in the State VIG mailing.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S22	**SOS PROCESSES: Public Voter Registration Data Requests (PVRDR)**	**Requirements below pertain to the need for VoteCal to support workflow and associated data related to investigation, evaluation and fulfillment of PVRDRs.**	
S22.1	VoteCal must allow authorized SOS administrators and authorized county users to input, track and review Public Voter Registration Data Requests (PVRDRs), including: • Requestor name; • Requestor ID number and type; • Requestor organization; • Requestor residence and business addresses; • Requestor contact information (phone, fax, email addresses); • If Requestor is acting as an authorized agent for a qualified party, the name, address and contact information for the party legally qualified to purchase the data; • Requestor's stated purpose/use for the data; • Date of application; • Date application received; • Basis for qualification (election, party, academic, journalist, etc.); • Date of application fulfillment or denial; • Status of application;		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	• Criteria used to select/exclude records for the extract; and • Filename(s) and number of records provided in the extract.		
S22.2	VoteCal must allow authorized users to log the following items related to processing and fulfillment of a PVRDR: • Date the event occurred • Time the event occurred • Free form notes of activities and events		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S22.3	VoteCal must provide authorized users with a method to select voter registration records for inclusion or exclusion in a PVRDR extract based on multiple criteria, with the ability to specify a range or list where applicable, including: • County of residence; • City of residence; • Zip code(s); • Home precinct; • Political party affiliation; • Current or historic date of registration; • Age (before or after a specified date of birth, or within a specified range of dates of birth); • Gender; • Language preference; • Voting participation history; and • Political district (such as Congressional District, State Assembly District, County Supervisorial District, etc.).		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S22.4	In fulfillment of a PVRDR, VoteCal must be able to produce an extract as a standard tab-delimited text file that includes the following data fields for each voter: • County of residence; • Full name; • Residence address; • Mailing address; • Party affiliation; • Phone numbers; • Email address; • Language preference; • Gender; • Home precinct; • Effective date of registration; • Date of birth; • Place of Birth; • Registration status; and • Registration method.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S22.5	In fulfillment of a PVRDR that requests inclusion of voter participation history for each voter, VoteCal must be able to produce an extract in multiple related tab-delimited text files that includes the following files/data: • Voter registration data (all fields identified in S22.4); and • Voting participation history, including each relevant election in which each selected voter has voted and the method of voting (i.e., vote-by-mail, early or in-person). The extracted files must include key data fields to appropriately relate/join the data in each file, so that the extracts can be imported into a relational database.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S22.6	In fulfillment of a PVRDR that requests inclusion of voter political district assignment for each voter, VoteCal must be able to produce an extract in multiple related tab-delimited text files that includes the following fields/data: • Voter registration data (all fields identified in S22.4); and • Political districts to which each voter is assigned. The extracted files must include key data fields to appropriately relate/join the data in each file, so that the extracts can be imported into a relational database.		
S22.7	VoteCal must include the ability for authorized SOS administrators to insert one or more fictional registration records into each PVRDR extract to “salt” the data extract so that improper use of the data can be traced to the particular PVRDR data release.		
S22.8	VoteCal must provide the ability to record the salted record(s) associated with each PVRDR.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S23	**SOS PROCESSES: Jury Wheel Extracts**	**Requirements listed below pertain to the need for VoteCal to support activities and associated data related to the evaluation and fulfillment of jury wheel requests.**	
S23.1	VoteCal must provide authorized SOS administrators and authorized county users with a method to select voter registration records for inclusion or exclusion in a Jury Wheel extract based on multiple filtering criteria, with the ability to specify a range or list where applicable, including: • County of residence; • City of residence; • Political district (such as Congressional District, State Assembly District; County Supervisorial District, local school district, etc.). (See Bidder's Library, Calvoter and Calvalidator Data Standards, for current state and federal districts and associated codes.)		
S23.2	VoteCal must be able to further select records based on a formula that starts with the Nth record and selects every Mth record thereafter, where "N" and "M" are variables provided by an authorized administrator (e.g., select every 39th record after record #17).		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S23.3	VoteCal must provide the ability for authorized SOS administrators to track requests for Jury Wheel Extracts (JWEs), including: • Requestor name and contact information; • Requestor address; • Requestor specifications for the extract; • Date of request; • Date request received; • Date request fulfilled (or denied); and • Filename and number of records in the extract.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S24	**SOS PROCESSES: Public Access Website**	**Requirements listed below pertain to the need for VoteCal to provide online voter registration and self-service lookup of registration status and ballot status.**	
S24.1	For privacy purposes, the VoteCal public website must require an individual accessing the website to provide sufficient personally identifiable information to authenticate the individual and to prevent others from accessing that voter's data, and must not provide or confirm any additional private information. The personally identifiable information must be configurable by an authorized administrator, such as: first name, date of birth, house number and zip code.		
S24.2	The VoteCal public website must allow a voter to determine: • Whether he or she is registered to vote; • Whether or not voter is registered as a permanent vote-by-mail or one-time mail ballot voter; and • Political party preference.		
S24.3	The VoteCal public website must support on-line voter registration pursuant to EC §2196 and other applicable state and federal law.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S24.3.1	The VoteCal public website must allow a voter to determine: • His or her eligibility to vote in an upcoming election; • His or her voting precinct for an election; and • His or her polling place for an election.		
S24.4	The VoteCal public website must allow voters who have voted a provisional ballot to determine if their ballot was counted and, if not, the reason it was not counted.		
S24.5	The VoteCal public website must allow voters who have voted a vote-by-mail ballot to determine if their ballot was accepted and, if it was rejected, the reason it was rejected.		
S24.6	The data on voters' registration status and ballot status that VoteCal displays on the public website (Requirements S24.3.1, S24.4, S24.5) must be current as of a point in time that is no more than twenty-four (24) hours prior to the time of the user's query.		
S24.7	The voter registration status and ballot status data that are accessible and queried through the VoteCal public access website data must not change during a user's execution of a query.		

Req. #	*Mandatory VoteCal System Business Requirement*	*Proposed Solution Description*	*Supporting Documentation Reference*
S25	**AFFIDAVIT ISSUANCE TRACKING**	**For fraud detection and prevention purposes, VoteCal must capture data related to the issuance of voter registration cards to individuals and organizations who conduct registration drives, relating the identifiers of issued affidavits to voter registration records.**	
S25.1	VoteCal must capture and store information related to SOS issuance of blank voter registration affidavits to an individual or organization and returns of blank affidavits to SOS, including: • The name and contact information for the person who requested the affidavits; • The name of the requesting organization if any; • The date of issuance of blank affidavits; • The date of edit or correction to a record of issuance of blank affidavits; • The date of return of blank affidavits from a prior issuance; and • The number range of affidavits issued or returned.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S25.2	VoteCal must capture and store data from the EMS regarding county issuance of blank voter registration affidavits to an individual or organization and return of blank affidavits to the county, including: • The name and contact information for the person who requested the affidavits; • The name of the requesting organization if any; • The date of issuance of blank affidavits; • The date of edit or correction to a record of issuance of blank affidavits; • The date of return of blank affidavits from a prior issuance; and • The number range of affidavits issued or returned.		
S25.3	VoteCal must enable an authorized user to input a specific affidavit number or a range of affidavit numbers and retrieve the individual(s) or organization(s) to which the affidavit(s) was/were issued.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S25.4	VoteCal must, upon authorized user's input of a specific affidavit number or a range of affidavit numbers, display all voter registration records that were created or updated based on each affidavit, including the data described in requirement S3.2.2 for each voter registration record.		

E. TECHNICAL REQUIREMENTS

This section contains the detailed technical requirements and response form (Table VI.2) that SOS requires of a proposed business solution to address the business processes described in Section IV – Proposed System and Business Processes as well as Table VI.1 - Mandatory VoteCal System Requirements, Functionality Reference, and Requirement Response Form.

All identified requirements are Mandatory requirements and are required in Draft Proposals and must be addressed in Final Proposals. Proposals will be evaluated on the quality of the response and solution for each requirement.

This is a "solution-based procurement," and SOS is expecting Bidders to develop an appropriate solution to meet the business requirements listed in Section VI.D – Business Functional Requirements and the technical requirements described in this subsection.

The Bidder is required to respond to each technical requirement listed Table VI.2 using the table provided. Bidders must not retype the requirements. If there is a discrepancy between the electronic copy and the hardcopy of the stated requirement in the RFP, the RFP master hardcopy takes precedence.

Bidders are reminded that in order to receive a "Pass" for these requirements, their responses must be complete and in sufficient detail for the Evaluation Team to understand <u>how</u> the each requirement is to be met.

Bidders shall provide a narrative response for each requirement individually, consisting of, for each requirement:

- The <u>Proposed Solution Description</u> column: a detailed description how the Bidder's proposed solution meets the needs associated with the requirement. This description must be in sufficient detail for SOS to fully understand all aspects of the proposed solution or the proposal may be deemed non-responsive.
- The <u>Supporting Documentation Reference</u> column: indicate where (Proposal Response volume number and page number or section in the product literature) in the Bidder's proposal volumes additional material can be found that is to be considered in the evaluation of the requirement response.

Table VI.2 – VoteCal Technical Requirements and Response Form

All Bidders must respond to all requirements stated in the following table for the VoteCal System. Failure to respond to or meet one of these business requirements may be deemed a material deviation.

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T1	**SECURITY AND PASSWORDS**		
T1.1	VoteCal user authentication must use single sign on based upon existing SOS security systems and domain accounts.		
T1.2	VoteCal access must provide a security function that allows the establishment of user roles and allows authorized SOS administrators to define the specific functions that can be performed by users assigned to each role.		
T1.3	VoteCal must be designed such that voter data is not cached on user systems.		
T1.4	VoteCal systems and environment must conform to recognized United States federal and/or California state government security standards and practices including system hardening, security in-depth and utilize diversity of design.		
T1.5	VoteCal must encrypt all data in transit between system components. Encryption must be at least 128-bit and based on recognized industry standards.		
T1.6	VoteCal must encrypt all voter registration data whenever stored in non-volatile memory.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T1.7	VoteCal must be designed and implemented to ensure that no VoteCal system component or combination of components will allow or facilitate access from one county environment to another or from non-VoteCal portions of the SOS environment to any county.		
T2	**INTERFACES**		
T2.1	All VoteCal interfaces with external systems other than EMS' must be implemented as service points except where that architecture is not compatible with the external system.		
T2.2	All VoteCal interfaces with external systems other than EMS' must be implemented using XML; a removable converter must be used to communicate with non-XML partners.		
T3	**SYSTEM AVAILABILITY AND BACKUP/RECOVERY**		
T3.1	VoteCal must provide interfaces for the backup of data, operating systems, application code and configuration of all components.		
T3.2	The interface must support the export to the SOS-approved backup facility on an SOS-defined periodic basis in full, incremental, differential or item basis.		
T3.3	VoteCal must provide the ability to restore data, systems, code, and/or configurations of all or any specific or selected component(s) from the SOS approved backup facility.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T3.4	VoteCal must be designed so that no more than two (2) hours of data is lost in the event of a system failure or system component failure.		
T3.5	VoteCal must allow for routine maintenance to be performed while the system is online and meeting all performance requirements.		
T3.6	VoteCal systems must be supportable by the existing physical facilities at the Secretary of State office. Any required augmentation to existing facilities must be included in the proposal, and provided at the Contractor's expense and in compliance with appropriate State policies and procedures. Existing load on the facility's uninterruptible power supply (UPS) is at 68%. If addition of VoteCal to the facility increases load beyond 70%, Bidder must propose augmentation of the UPS. (See the Bidder Library for general information on physical facilities and operating parameters.)		
T4	**PERFORMANCE AND CAPACITY**		
T4.1	VoteCal must support and maintain, concurrently, two thousand (2,000) county and SOS end users, plus four thousand six hundred fifty (4,650) users of online registration (creation or update of voter registration records) through the public access website, while meeting all other requirements stated in this RFP.		
T4.1.1	The VoteCal public access website functions for retrieval of voter registration status and related data (e.g., assigned polling place, vote-by-mail ballot status, provisional ballot status) must support and maintain ten thousand five hundred (10,500) concurrent users while meeting all other requirements stated in this RFP.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T4.1.2	VoteCal must support the following peak transaction volumes concurrently in a ten (10) second period, while meeting all other requirements stated in this RFP: • Three thousand (3,000) county- and SOS-initiated transactions (e.g., EMS data transmittal of new and updated voter registration data, search for existing records, data retrieval for a record) • Fifteen (15) ongoing processes involving sequential updates of multiple records (e.g., roster generation, extracts for mailing that require update to the voter record, updates of voter participation history, updates on voter vote-by-mail status, voter precinct reassignments) • Eight hundred (800) online registrations (creating and updating voter registration data through the public access website)		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T4.1.3	VoteCal must support the following sustained transaction volumes concurrently over a period of three (3) continuous hours, while meeting all other requirements stated in this RFP: • Twenty-four hundred (2400) county- and SOS-initiated transactions (e.g., EMS data transmittal of new and updated voter registration data, search for existing records, data retrieval for a record) every ten (10) seconds • Eight (8) ongoing processes involving sequential updates of multiple records (e.g., roster generation, extracts for mailing that require update to the voter record, updates of voter participation history, updates on voter vote-by-mail status, voter precinct reassignments) • Six hundred twenty-five (625) online registrations (creating and updating voter registration data through the public access website) every ten (10) seconds		
T4.2	VoteCal must support the following peak transaction volumes during a ten (10) second period, while meeting all other requirements stated in this RFP: • Two thousand six hundred (2600) online retrievals of voter registration status and related data (e.g., vote-by-mail ballot status, provisional ballot status, and assigned polling place) • Sixty (60) report executions, extract requests, and county synchronization processes		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T4.2.1	VoteCal must support the following sustained transaction volumes concurrently over a period of three (3) continuous hours, while meeting all other requirements stated in this RFP: • Two thousand fifty (2050) online retrievals of voter registration status and related data (e.g., vote-by-mail ballot status, provisional ballot status, and assigned polling place) every ten (10) seconds • Twenty (20) report executions, extract requests, and county synchronization processes ongoing per each ten (10) second period over the three (3) continuous hours		
T4.3	VoteCal must support forty million (40,000,000) voter records as implemented under this contract.		
T4.4	VoteCal must be able to scale to one hundred million (100,000,000) voter records, while maintaining system performance as specified in these requirements, with the addition of hardware, operating system and platform software licenses only.		
T4.5	VoteCal must provide the capacity for up to the most recent fifty (50) years of voter activity history and voter participation history for each voter.		
T4.6	VoteCal must provide the capacity to store an average of ten (10) affidavit images and ten (10) signature images for each voter registration record.		
T4.7	VoteCal must provide the capacity to store an average of ten (10) pages of attached documents per voter registration record.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
		Requirement T4.8 has been deleted.	
T4.9	VoteCal must complete List Maintenance Record Matching, automatic cancellation of voter records, and sending electronic notices to counties for CDPH Death Data and CDCR Felon Data within twenty-four (24) hours of availability of external CDPH or CDCR data files, as measured at the SOS LAN/WAN boundary located at the SOS Sacramento office.		
T4.10	VoteCal must complete List Maintenance Record Matching, automatic merging of voter records, and sending electronic notices to counties for statewide Duplicate Identification within twenty-four (24) hours from the start of scheduled processing, as measured at the SOS LAN/WAN boundary located at the SOS Sacramento office.		
T4.11	VoteCal must complete each county-initiated addition of or update to a voter registration record – including completing the IDV process described in S4: Registration Processing and S5: ID Verification, checking for existing record with same ID in VoteCal, applying all data validation rules and business rules, and sending electronic notice to the county - within ten (10) seconds of receipt of the initiating county transaction, as measured at the SOS LAN/WAN boundary located at the SOS Sacramento office.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T4.11.1	VoteCal must complete the voter identify verification through IDV prior to voter entry of the affidavit data, and the post-entry processing of the affidavit for online voter registration – including checking for existing registration record with the same ID in VoteCal, applying all validation rules and business rules, and sending electronic notice to the county – within ten (10) seconds aggregated time, as measured at the SOS WAN/LAN boundary located at the SOS Sacramento office.		
T4.11.2	VoteCal must complete processing and response to all voter inquiry transactions against the VoteCal public website for voter registration status and related data (e.g., vote-by-mail ballot status, provisional ballot status, and assigned polling place) within ten (10) seconds, as measured at the SOS WAN/LAN boundary located at the SOS Sacramento office.		
T4.12	VoteCal must complete execution and return all results for queries needed to generate VoteCal reports within five (5) minutes, as measured at the SOS LAN/WAN boundary at the SOS Sacramento office (see Bidder's Library, VoteCal Reports Description, for description of VoteCal reports).		
T4.13	VoteCal must complete execution and return all results from a synchronization check between VoteCal and EMS within five (5) minutes for each one million (1,000,000) records checked, as measured at the SOS LAN/WAN boundary located at the SOS Sacramento office.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T4.14	VoteCal must complete processing of DMV COA data, including automatic updates to voter records and sending data to counties, within twenty-four (24) hours of the availability of DMV COA data, as measured at the SOS LAN/WAN boundary located at the SOS Sacramento office.		
T4.15	VoteCal must complete processing of NCOA matching results – including import of NCOA data, evaluation of NCOA results, and transmittal of required electronic notices to counties – within five (5) minutes of NCOA data availability for each one million (1,000,000) records available, as measured at the SOS LAN/WAN boundary located at the SOS Sacramento office.		
T4.16	VoteCal must extract VoteCal data for submittal to the NCOA matching process within five (5) minutes for each one million (1,000,000) records extracted.		
T4.17	For searches utilizing the UID field, VoteCal must complete execution and return all results within five (5) seconds, as measured at the SOS LAN/WAN boundary located at the SOS Sacramento office.		
T4.18	For searches not utilizing the UID field, VoteCal must complete execution and return results for the first one thousand (1,000) records within ten (10) seconds, as measured at the SOS LAN/WAN boundary located at the SOS Sacramento office.		
T4.19		Requirement T4.19 has been deleted.	

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T5	**PUBLIC INTERNET ACCESS**		
T5.1	VoteCal public web pages must adhere to SOS web publishing standards. (Refer to the Bidder's Library, Web publishing standards, for current web publishing standards.)		
T5.2	VoteCal public web pages must conform to the California Accessibility standards. These standards comply with California Government Code 11135 including Section 508 and the Priority 1 and 2 level checkpoints of the Web Content Accessibility Guidelines 2.0 (WCAG 2.0 "AA" Conformance Level) and User Agent Accessibility Guidelines (current version as of the start of the Phase II - Design) developed by the World Wide Web Consortium (W3C).		
T5.3	All web pages must accept application of an SOS-provided cascading style sheet (CSS) file without modifications to the web pages. This includes any web pages presented as a user interface to SOS VoteCal users.		
T6	**NETWORK**		
T6.1	No VoteCal function except the public access website may be accessible over the Internet.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T6.2	VoteCal must utilize the existing SOS network wide-area-network (WAN) for connectivity between the central site, county nodes, and other interfaces. Bidder must propose any changes to WAN hardware, software or configuration management components as part of the solution. If awarded the Contract, Bidder must supply any changes to the WAN at its own expense, and must support the additions at its own expense through Phase VII – First Year Operations and Close-out and up to five (5) years thereafter if SOS exercises the five (5) one-(1-) year contract extension options. (WAN and LAN network summaries can be found in the Bidder's Library, Network summary.)		
T6.3	VoteCal must utilize the existing SOS local-area-network (LAN) for connectivity between VoteCal components and the existing SOS infrastructure. Bidder must propose (any changes, hardware, software or configuration management components as part of the solution. If awarded the Contract, Bidder must supply any changes to SOS LAN components at its own expense, and must support the additions at its own expense through Phase VII – First Year Operations and Close-out and up to five (5) years thereafter if SOS exercises the five (5) one-(1-) year contract extension options. (WAN and LAN network summaries can be found in the Bidder's Library, Network summary.)		
T7	**AUDITING REQUIREMENTS**		
T7.1	VoteCal must log all attempts to access voter registration data. Such system logs must contain sufficient information for authorized administrators to reliably reconstruct the chain of events and track them back to a specific user.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T7.2	VoteCal must capture and store for all changes of data, the following information for audit and review, including: • Data that was changed; • Prior value of the data before the change; • Date and time of the change; • Source of the change (including jurisdiction, originating user account, where known to the system); and • For changes from automated matching processes, the basis and confidence value of the match.		
T7.3	VoteCal must provide a mechanism for authorized SOS administrators to search, view, and print VoteCal audit log data that can be filtered and sorted by any field or combination of fields. Filtering must support wild card searches and range of data where applicable.		
T7.4	VoteCal must provide authorized SOS administrators the capability to archive audit log entries prior to a given date of change.		
T8	**CODING AND ERROR HANDLING REQUIREMENTS**		
T8.1	All software must adhere to an SOS-acceptable industry standard for code development and error handling that is appropriate for the development and implementation environment.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T8.2	VoteCal must log all system processing errors, which must capture all relevant information for each error, including: • Date/time; • User name; • Stack trace information; • Module/source; and • Error description.		
T8.3	VoteCal must provide a mechanism for authorized SOS users to search, view, and print error log data that can be filtered and sorted by any field or combination of fields. Filtering must support wildcard searches and ranges of data values where applicable.		
T8.4	VoteCal user interfaces must provide user error messages that clearly communicate the following to the user: • Simple, clear explanation of the error; • Identification of the source/location of the error (e.g., module, line number, error code, etc.) for troubleshooting by SOS and Contractor support staff (VoteCal must allow this information to be suppressed in production environments); and • What the user can do to correct the error (if applicable).		
T8.5	VoteCal must provide a mechanism for real-time alerts (e.g., email, pager alert, etc.) to authorized SOS administrators and support staff upon occurrence of configurable system events.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T9	**REPORTING/QUERYING REQUIREMENTS**		
T9.1	VoteCal must allow authorized SOS Administrators to query VoteCal data with a third party query tool. • For purposes of this requirement the data VoteCal displays in response to an executed report query must be current as of a point in time that is not more than twenty-four (24) hours prior to the time of query execution. • For purposes of this requirement the data must not change during query execution.		
T10	**GENERAL TECHNICAL REQUIREMENTS**		
T10.1	VoteCal must be instrumented to provide monitoring, alerts, notices and information to existing SOS monitoring systems. Additional tools for those areas that require more robust, extensive, and/or interactive monitoring must be included in the Bidder's proposal. (Refer to the Bidder's Library, SOS Infrastructure Overview, for information on existing SOS monitoring tools.)		
T10.2	VoteCal must provide functionality to allow authorized users to print screen information including application name and screen or function name.		
T10.3	VoteCal must provide a comprehensive electronic context-sensitive help function that can be accessed both from the function in question and independently from a menu.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T10.4	VoteCal must provide a Help table of contents, multiple (up to 15) index levels, and full text search.		

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Exhibit VI.1 – Project Management Requirements Response Matrix

Requirement Number	Proposal Volume and Page # Where Response Can Be Found
P1	
P2	
P3	
P4	
P5	
P6	
P7	
P8	
P9	
P10	
P11	

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

Each VoteCal Deliverable shall be billable upon SOS Acceptance of the Deliverable. In cases where SOS Acceptance of a Deliverable requires concurrent SOS Acceptance of one or more other Deliverables, the Deliverable shall be billable upon Acceptance by SOS of that Deliverable and the concurrent Deliverable(s). In no event shall payment be made for a Deliverable until all prior Phase Deliverables have received Acceptance from SOS, unless parties otherwise agree in writing. The SOS shall make payments to the Contractor only once a month, and only for those Deliverables for which SOS provided Acceptance during the previous month. Twenty percent (20%) of the cost shall be withheld from payment for Deliverable that has received Acceptance from SOS; the withheld amount for each Deliverable shall be payable upon SOS acceptance of all Deliverables for Phase VII – First Year Operations and Close-out.

VoteCal System Schedule of Deliverable Payments

Contractor shall be paid a percentage of the Total Cost delineated in Cost Table VII.1 – VoteCal System Project Deliverables Cost, exclusive of cost adjustments associated with Contract amendments, for SOS Acceptance of Deliverables according to the schedule below.

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost in Table VII.1
PHASE 0 - ONGOING PROCESS TASKS AND DELIVERABLES *These Deliverables are ongoing throughout the VoteCal System Project and are subject to monthly payments from Phase I through Phase VII, billable upon SOS Acceptance of the Written Monthly Project Status report, the content of which shall be derived from content of all other ongoing Deliverables listed in this section. Total of payments across all months (Phase I through Phase VII) shall not exceed 0.9% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of cost adjustments associated with Contract amendments.*		

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost in Table VII.1
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	Ongoing 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 *Deliverables in this Phase are not separably payable. Payment shall be made upon successful completion of the entire Phase, including SOS Acceptance of all Phase I Deliverables. The total of all Deliverables in this Phase is worth 5.0% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of cost adjustments associated with Contract amendments.*		
I.1	VoteCal Project Management Plan	
I.2	Integrated Project Schedule	
I.3	Quality Management 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 Plan	
I.7	VoteCal System Project Kick-Off Meeting	
I.8	Phase 0 Ongoing Process Tasks and Deliverables	
I.9	Final Report for Phase I	
Phase Completion		5.000%
PHASE II – DESIGN *SOS Acceptance of some Deliverables in this Phase is contingent upon prior Acceptance by SOS of other Deliverables where indicated below. The total of all Deliverables in this Phase is worth 17.1% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of cost adjustments associated with Contract amendments.*		
II.1	VoteCal System Requirements Specifications	0.900%

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost in Table VII.1
II.2	VoteCal System Functional Specifications *(Acceptance Criteria shall include prior Acceptance by SOS of Deliverable II.1)*	1.800%
II.3	VoteCal System Detailed System Design Specifications *(Acceptance Criteria shall include prior SOS Acceptance of Deliverable II.2 and concurrent SOS Acceptance of Deliverable II.4)*	3.600%
II.4	VoteCal System EMS Integration and Data Exchange Specifications Document *(Acceptance Criteria shall include prior SOS Acceptance of Deliverable II.6 and concurrent SOS Acceptance of Deliverable II.3)*	0.900%
II.5	VoteCal System Detailed Requirements Traceability Matrix *(Acceptance Criteria shall include prior SOS Acceptance of Deliverables II.4 and II.7)*	2.700%
II.6	VoteCal System Technical Architecture Documentation *(Acceptance Criteria shall include prior SOS Acceptance of Deliverable II.2)*	1.800%
II.7	VoteCal System Data Model and Data Dictionary *(Acceptance Criteria shall include prior SOS Acceptance of Deliverables II.3 and II.6)*	1.800%
II.8	VoteCal System Data Integration Plan *(Acceptance Criteria shall include prior SOS Acceptance of Deliverables II.4 and II.7)*	2.700%
II.9	VoteCal System Training Plan *(Acceptance Criteria shall include prior SOS Acceptance of Deliverables II.2 and II.4)*	0.450%
II.10 II.11	Phase 0 Ongoing Process Tasks and Deliverables Final Report for Phase II Phase Completion	0.450%
PHASE III – DEVELOPMENT *The total of all Deliverables in this Phase is worth 25% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of cost adjustments associated with Contract amendments.*		
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 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 Source Code and Documentation	7.500%
III.7 III.8	Phase 0 Ongoing Process Tasks and Deliverables Final Report for Phase III Phase Completion	0.625%

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost in Table VII.1
PHASE IV – TESTING *The total of all Deliverables in this Phase is worth 17% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of cost adjustments associated with Contract amendments.*		
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 and Updated VoteCal System Source Code	4.675%
IV.4 IV.5	Phase 0 Ongoing Process Tasks and Deliverables Final Report for Phase IV Phase Completion	0.425%
PHASE V – PILOT DEPLOYMENT AND TESTING *Contractor's submittal and SOS' review and Acceptance of Deliverables in this Phase shall occur in the order indicated below. The total of all Deliverables in this Phase is worth 15% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of cost adjustments associated with Contract amendments.*		
V.1	Develop VoteCal System Training Materials and Complete Training Before the Pilot.	4.500%
V.2	Conduct Pilot Testing and Provide Pilot Results Report *(SOS approval to proceed is required to initiate pilot deployment)*	5.250%
V.3	Updated System, Documentation and Training Materials including VoteCal System Source Code	3.750%
V.4	Revised/Updated System Deployment Plan	1.125%
V.5 V.6	Phase 0 Ongoing Process Tasks and Deliverables Final Report for Phase V Phase Completion	0.375%
PHASE VI – DEPLOYMENT AND CUTOVER *SOS Acceptance of and payment for some Deliverables in this Phase are contingent upon prior completion and SOS Acceptance of other Deliverables where indicated below. The total of all Deliverables in this Phase is worth 15% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of any Contract amendments.*		
VI.1	VoteCal System County Elections Staff Training Completed	3.750%
VI.2	Updated Training of SOS Staff	1.050%
VI.3	VoteCal System Help Desk Implementation and Support	2.250%

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost in Table VII.1
VI.4	VoteCal System Remaining County Data Integration Completed and Tested for Compliance and Successful Integration *(Acceptance Criteria shall include prior SOS Acceptance of Deliverables VI.1, VI.2, and VI.3; SOS approval to proceed is required for initiation of deployment to counties)*	6.450%
VI.5	VoteCal System Final Deployment Report including Delivery of Updated VoteCal System Source Code and System Documentation *(Acceptance Criteria shall include prior SOS Acceptance of Deliverable VI.4)*	1.125%
VI.6 VI.7	Phase 0 Ongoing Process Tasks and Deliverables Final Report for Phase VI Phase Completion	0.375%

PHASE VII – FIRST YEAR OPERATIONS AND CLOSE-OUT *The total of all Deliverables in this Phase is worth 5% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of any Contract amendments. This Phase shall begin upon SOS approval to proceed.*		
VII.1	Provide Monthly Operations Support and Performance Reports *(Billable monthly in Phase VII)*	2.500%
VII.2	VoteCal System Final Documentation and Current VoteCal System Source Code	1.750%
VII.3 VII.4 VII.5	Full VoteCal System Acceptance Phase 0 Ongoing Process Tasks and Deliverables 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.

The Bidder shall include all cost items used to implement their proposed VoteCal business solution in the Deliverable Cost Table VII.1. The Bidder[1]s Proposal shall not include description of unanticipated tasks, and shall not include costs for unanticipated tasks.

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 1ST 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 Attachment 1, Exhibit 4 – Hardware Maintenance and Operations and Technical Help Desk Service Levels.

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 – First Year Operations and Close-out).

Software support costs should reflect the support levels required to meet VoteCal service levels as specified in the Attachment 1, Exhibit 4 **–** VoteCal Hardware Maintenance and Operations and Technical Help Desk Service Levels, and in Attachment 1, Exhibit 5 – VoteCal Application Software Support and Help Desk Service Levels. If the Bidder is awarded a contract for the 5-year extension, this extension will also cover support 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.

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

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 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.*
Hourly Rate for FY 2018-2019	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 - CONTRACTOR STAFF HOURLY RATES

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

Item #	Contractor Staff Classification	Hourly Rate for FY 2012-2013	Hourly Rate for FY2013-2014	Hourly Rate for FY 2014-2015	Hourly Rate for FY2015-2016	Hourly Rate for FY 2016-2017	Hourly Rate for FY 2017-2018	Hourly Rate for FY 2018-2019
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.

SECTION VIII - PROPOSAL FORMAT

A. INTRODUCTION

This section contains instructions and prescribes the Mandatory Proposal Format for the development and presentation of Bidder's response to the Request for Proposals (RFP). Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied. There is no intent to limit the content of the bid. Additional information deemed appropriate by the Bidder and its proposed solution must be included. However, cluttering the proposal with irrelevant material only makes the evaluation more difficult. Do not include testimonials about products in the requirement responses. These may be included in Volume IV - Literature. It is the responsibility of the Bidder to respond in the prescribed format ensuring the California Office of the Secretary of State (SOS) Evaluation Team can locate all response information.

Proposals must address the requirements in Section V - Administrative Requirements and Section VI - Project Management, Business, and Technical Requirements in the order and format specified in these sections. The proposal must respond to all requirements. Each RFP requirement response in the proposal must reference the unique identifier for the requirement in the RFP (e.g. Requirement A1, Requirement S2.2, etc.).

Page numbers must be located in the same page position throughout the proposal. Figures, tables, charts, etc., must be assigned index numbers and must be referenced by these numbers in the proposal text. Figures, etc., must be placed as close to text references as possible. All pages in the proposal must be consecutively numbered, and must be standard 8.5" x 11" paper (except charts, diagrams, etc., which may be foldouts). If foldouts are used, the folded size must fit within the 8.5" x 11" format. Each volume of the various proposal submissions must be provided separately in an appropriate sized binder.

It is the Bidder's responsibility to ensure its proposal is submitted in a manner that enables the Evaluation Team to easily locate all response descriptions and exhibits for each requirement of this RFP.

The following must be shown on each page of the proposal:

- RFP SOS 0890-46
- Name of Bidder
- Proposal Volume Number and Page Number
- Proposal Part or Exhibit Number

The proposal package must be completely sealed. All proposal package submissions must be clearly labeled "RFP SOS 0890-46". Submissions must be identified as the proposal or Cost Data (cost data must be sealed and submitted separately from the proposal) and include the Bidder's name and return address.

Bidders should be sure that no pricing information of any type is shown in their Draft and Final Proposal, except in the sealed Volume III - Cost Data envelope for the final proposal only. The inclusion of pricing in any fashion or format (e.g. "provided at no additional cost…, etc.") in any other place in the proposal may result in immediate rejection of the bid. Any product supporting literature containing costs or rates (such as catalogs, maintenance service rates, etc.) submitted as part of the proposal must have all cost figures replaced with "XXXX."

B. FINAL PROPOSAL FORMAT AND CONTENT

Failure to clearly identify the proposal on the outside of the package may result in the rejection of the proposal. SOS and the Department of General Services (DGS) are not responsible for receipt of any Final Proposal which is improperly labeled and accepts no responsibility for lost and/or late delivery of Final Proposals. In this RFP, the following sections contain forms, required information to be provided by the Bidder, or requirements that must be responded to in order to be compliant:

- RFP Section V – Administrative Requirements and **REDACTED** Letter of Credit Intent;
- RFP Section VI – Project Management, Business, and Technical Requirements; and
- RFP Section VII – Cost Tables and unredacted Letter of Credit Intent.

The complete proposal must be submitted in the format and numbers of copies indicated, and include the following items:

1. ***Volume I — Response to Requirements*** 1 Master copy and 10 copies

This volume must contain all responses to the **ADMINISTRATIVE REQUIREMENTS** (RFP Section V), and **PROJECT MANAGEMENT**, **BUSINESS AND TECHNICAL REQUIREMENTS** (RFP Section VI) of the RFP. All forms and questionnaires, **EXCEPT for cost data**, must be completed and included in this volume. The organization is to be as follows:

Section 1 — Cover Letter (RFP Section V, Requirement A13)

Section 2 — Executive Summary (RFP Section V, Requirement A14)

Section 3 — Administrative Requirements Response (RFP Section V, Requirements A1, A2, A3, A6, A7, A8 and A15 through A19, including Exhibits V.2, V.3, V.4,)

NOTE: The Letter of Credit Intent must have any reference to cost **REDACTED** in this volume.

Section 4 — Project Management, Business and Technical Response: RFP Section VI.B (Project Management Activities and Plans P1 through P11), RFP Section VI.D (Business Functional Requirements) and RFP Section VI.E (Technical Requirements)

Section 5 -- Project Team Experience (Requirements A9, 10, 11, 12, and A20, and completed Exhibits V.5, V.6, and V.7)

2. ***Volume II — Completed Contract*** 1 Master copy

This volume must contain the complete Contract Terms and Conditions and all Attachments, complete in every detail. The Standard Form 213IT must be signed.

3. *Volume III — Cost Data* 1 Master copy and 4 copies

This volume **must** be in a **separately sealed, marked envelope or container** containing all completed cost sheets and any other document with cost data identified as required in this RFP. The organization is to be:

Section 1 — VoteCal System Summary Cost Table (Cost Tables VII.5)

Section 2 — VoteCal System Detail Cost Tables from RFP Section VII (Cost Tables VII.1, VII.2 and VII.3)

Section 3 — All Other Exhibits and Documents with Cost Data Identified (Cost Tables VII.4 and VII.6) and unredacted Letter of Credit Intent

4. *Volume IV — Literature*

Technical documentation for platform software & hardware: 1 Master copy and 1 copy
All other documentation: 1 Master copy and 4 copies

This volume must contain all technical and other reference literature the Bidder deems necessary to support the responses to the requirements of this RFP**. This volume must be tabulated so that the various reference materials can be located for evaluation purposes.**

5. Electronic Response Requirements

One (1) CD must be included with Volume I containing all of Volume I response data in searchable electronic (non-PDF) form, and one (1) CD must be included with Volume III containing all cost data (separately sealed with the Volume III hardcopy and not in PDF format).

C. DRAFT PROPOSAL FORMAT AND CONTENT

The Draft Proposal must contain all the material specified above for the Final Proposal **except cost figures.** The costs should all be indicated with "XXX". The completed contract (Appendix A), including Attachment 1 - Statement of Work **must also be included with products and services identified, but no cost figures included.** The contract need **not** be signed at this point. It is **important that all cost tables** with **all entries except cost figures**, be included. The number of copies of the Draft Proposal to be submitted for validation is the same as the final proposal.

SECTION IX – EVALUATION AND SELECTION

A. INTRODUCTION

The procurement process is a multi–step process to determine the most responsible and responsive Proposal that offers "best value" business solution to the California Office of the Secretary of State (SOS). A "best value" evaluation does not emphasize least cost at the exclusion of other factors. It is a balanced assessment consisting of cost and perceived risk matched to the business needs.

This section discusses the process the SOS will follow in evaluating Proposals submitted by Bidders in response to the Request for Proposal (RFP) and the criteria to be used in evaluating Proposals. For purposes of this Section, when the term "Proposal" is used without further specification (e.g., without stating "Draft Proposal") it is intended to refer to any of the three Bidder Proposal submissions (i.e., Pre-qualification Package, Draft Proposal, and Final Proposal). The selection process includes a pre-qualification phase, which includes submission and SOS evaluation of Bidder Pre-qualification Packages. This RFP section provides information about some elements of the evaluation and selection of Pre-qualification Packages. Additional information about the pre-qualification phase is provided in Section V.B – Bidder Pre-qualification. The selection process also includes review of the Draft Proposals, with confidential discussions where SOS provides feedback to each Bidder, followed by a scored evaluation of Final Proposals.

Bidders are required to thoroughly review all RFP requirements to ensure that the Proposal and the proposed approaches and plans are fully compliant with RFP requirements and thereby avoid the possibility of being ruled non-responsive. If the Evaluation Team finds that a Final Proposal has a material deviation from specified requirements, the Proposal may be considered non-responsive and may not be considered for award.

If the Evaluation Team determines that an acceptable, responsive and responsible Proposal has been submitted, contract award will be made to the Bidder that is considered to provide the best value business solution, which balances business functionality, service delivery and risks, and ultimately reduces SOS's costs to provide the VoteCal functions.

B. VOTECAL EVALUATION TEAM

This procurement is being conducted under the guidance of a Department Official from the Department of General Services (DGS). (Refer to RFP Section I.D – Department Official.)

SOS has established an Evaluation Team of voter registration and information technology staff along with the Project Manager. The Department Official will serve as a contact point with the Bidder for questions and clarification, and identifies the rules governing the procurement. SOS may engage additional qualified individuals or subject matter experts during the evaluation process to assist the team in gaining a better understanding of technical, financial, legal, contractual, or program issues. These other individuals do not have voting privileges or responsibility for the evaluation process, but they will serve in an advisory capacity.

C. REVIEW OF DRAFT PROPOSALS

Once SOS has selected pre-qualified Bidders (see Section II – Rules Governing Competition and Section V.B – Bidder Pre-Qualification), the SOS requires Bidders to submit Draft Proposals that will be used as the basis for the second set of Confidential Discussions. Draft Proposals must describe the Bidder's proposed solution, **without costs**. Draft Proposals will be deemed non-responsive if submitted with costs.

D. EVALUATION AND SCORING OF PROPOSALS

Each Pre-Qualification, Draft Proposal and Final Proposal received by the corresponding date and time specified in the RFP Section I.F - Key Action Dates will be date and time marked as it is received by the SOS Department Official listed in RFP Section I.D – Department Official and verified that all responses are submitted under an appropriate cover, sealed and properly identified. Proposal Cost Volumes (Volume III) in the Final Proposal will remain sealed until the designated time for opening (after scoring has been finalized for all other Proposal evaluation areas).

The purpose of this Section of the RFP is to outline how the points will be awarded and how a winning Final Proposal will be selected in an impartial manner that preserves the integrity of the competitive procurement process. During Proposal Evaluation, failure to respond to a mandatory requirement is considered to be non-responsive and may be considered a material deviation. A material deviation is considered a fatal error and may result in Bidder disqualification.

An overview of the evaluation and selection process is described in the six (6) steps that follow immediately below. The first three (3) of these steps describe the evaluation of Pre-qualification Packages as well as Draft and Final Proposals. Later steps pertain to the evaluation of the Draft Proposals and to the evaluation and selection of Final Proposals only.

1. ***Preliminary Review and Validation (Pass/Fail)***

All Proposals received by the time and date specified in Section I.F - Key Action Dates, will be acknowledged as having been received at that time. For Final Proposals, Volume III - Cost Data shall remain sealed and in the possession of the SOS Department Official listed in RFP Section I.D – Department Official until the evaluations of Volume I have been completed for all Bidders. The Final Proposals will be checked by the Department Official for the presence of proper identification and the presence of required information, in conformance with the bid submittal requirements of this RFP, Section VIII – Proposal Format. Absence of required information may deem the Proposal non-responsive and may be cause for rejection.

2. ***Administrative Requirements Review (Pass/Fail)***

With the exception of the two designated as desirable, all Administrative Requirements in RFP Section V – Administrative Requirements are mandatory. Review of the detailed Proposals will begin with ensuring that the Bidder has responded to all Administrative Requirements (in RFP Section V – Administrative Requirements) that are indicated as mandatory for the appropriate Proposal (Pre-Qualification, Draft Proposal, or Final Proposal).

All Proposals passing the Administrative Requirements Review will proceed to the Bid Evaluation and Scoring described in Section IX.E – Response Evaluation Process and Determination of Score, below. All Proposals that fail to submit responses to the mandatory Administrative Requirements will be rejected. (NOTE: At this step, the evaluation of the response is to determine that the Bidder has provided the information (e.g., references). The qualitative evaluation will occur when requirements are evaluated against the scoring criteria summarized in Section IX.D.3 below and described in detail in Section IX.E – Response Evaluation Process and Determination of Score.

3. Response Evaluation Categories and Scoring (Maximum Score = 14,000)

The VoteCal Evaluation Team will review and evaluate the Bidder's response to requirements described in Section V – Administrative Requirements and Section VI – Project Management, Business and Technical Requirements. The evaluation of Draft and Final Proposals will address all requirements listed below; evaluation of Pre-Qualification submissions will address a subset of these requirements as described and listed in Section V.B – Bidder Pre-Qualification.

All Project Management, Business and Technical Requirements are mandatory, and are described in Section VI. Bidder and Staff Qualifications include mandatory and desirable requirements, and are described in Section V – Administrative Requirements. For each category, points will be awarded based on the Bidder's response or references. The points awarded for a category will be

translated into the Bidder's score for that category based on the percentage of the points actually awarded compared to the total points possible for that category. The maximum score possible for the evaluation of the Proposal response to the various requirements is 14,000 for Draft Proposals and Final Proposals. Table IX.1 summarizes the breakdown of maximum score for each category to be evaluated. Note that Pre-Qualification packages will contain only a subset of the categories listed below in Section V.B – Bidder Pre-Qualification (Mandatory).

Table IX.1 Bid Evaluation Categories & Scoring

Evaluation Category	Maximum Score	Requirement Number(s)	RFP Section Reference(s)
Project Management Activities and Plans	3100	P1-P7	VI.B.1
Training	300	P8	VI.B.2
Testing plan	800	P9	VI. B.3
Data Integration Plan	1000	P10	VI.B.4
VoteCal Architecture	3000	P11	VI.B.5
VoteCal System Business Requirements	Pass/Fail	S1.1 – S24.3	VI.D, Table VI.1
VoteCal Technical Requirements	Pass/Fail	T1.1 – T10.4	VI.E, Table VI.2
Bidder Firm Qualifications & References			
• Bidder Qualifications and References (Mandatory)	2300	A9	V.B.3.B and V.C.3.J, Exhibit V.5.a
• Bidder Qualifications and References (Desirable)	700	A10	V.B.3.C and V.C.3.K Exhibit V.5.b
Proposed Staff Qualifications			
Mandatory Staff Qualifications	Pass/Fail	A11	V.B.3.D and V.C.3.L, Exhibits V.6, V.7
Desirable Staff Qualifications	800	A12	V.B.3.E and V.C.3.M, Exhibits V.6, V.7
Key Project Staff References	1000	A11 and A12	V.B.3.D-E and V.C.3.K-L, Exhibits V.6, V.7 and IX.E.10
Project Organization	1000	A20	V.C.3.M
TOTAL POSSIBLE SCORE:	**14,000**		

4. ***Minimum Score Threshold to Proceed to Cost Opening***

All Final Proposal Submissions with a combined score for Project Management, Business and Technical Requirements of 9,800 or higher (70% of the Maximum Total Score) for these evaluation sections) will proceed to the cost opening. Bidders that do not meet this minimum level score will be eliminated from further consideration due to their solution being of insufficient quality, completeness, clarity, or thoroughness, as reflected in the scores.

5. ***Cost Opening and Cost Assessment (Maximum Score = 6,000)***

The opening of Proposal costs will be conducted in public for all Proposals that meet or exceed the threshold score for Requirements responses. After opening, all bids will be validated to verify that they are complete and free of math errors. If appropriate, errors will be corrected in accordance with Section II.D.8.d – Errors in the Final Proposal.

After applying all preference points, the lowest cost Proposal will receive the maximum score of 6,000. All other Proposals will receive a portion of that score based on the formula identified in Section IX.F – Cost Assessment below.

6. Determination of Winning Proposal

The total score (Requirements and Costs) will be calculated for each Proposal. As appropriate, all necessary adjustments for Small Business Preferences and Disabled Veteran Business Enterprise (DVBE) incentive points will be calculated and applied to determine the Final Score for each Proposal.

E. Response Evaluation Process and Determination of Score

Section IX.E – Response Evaluation Process and Determination of Score explains the evaluation approach and scoring methodology for each requirement of this RFP. For each requirement (or set of requirements), the evaluation process and the scoring is explained. In cases where the scoring is complex (e.g., because the maximum total raw "points" that a Bidder may earn does not map directly to the maximum score), an example is provided to illustrate. When a score is calculated by applying a percentage or other weight against "raw" points, the resulting score will be rounded to two decimal places (e.g., a result of 86.666667 would be rounded to 86.67).

1. Project Management Activities and Plans – P1 through P7 (Maximum Score 3100)

a. Introduction

RFP Section VI.B.1 - Project Management Activities and Plans describe requirements P1 through P7. Bidders must provide narrative responses to all requirements P1 through P7, as described in Section VI.B.1.

Scoring of the Project Management Activities and Plans requirements will be based on the Evaluation Team's assessment of the probability that a Bidder's proposed approach will result in successful implementation at an acceptable risk level. The Bidder's project plans, implementation methodologies, and schedule will be evaluated to determine points awarded for responses to requirements P1 through P7.

Requirements in this section are all governed by the State Information Management Manual (SIMM). The project is using Project Management Body of Knowledge (PMBOK) methodology to address risk and issue management.

Table IX.2 below summarizes the maximum score for each of the seven requirements in this area:

Table IX.2 Project Management Activities and Plans:

Maximum Score per Requirement

Requirement	Maximum Score
P1: Project Management Plan	400
P2: Schedule Management and Project Schedule	500
P3: Quality Management Plan	300
P4: Software Version Control, System Configuration Management, and Document Management	500
P5: Requirements Traceability Matrix	400

Requirement	Maximum Score
P6: Implementation and Deployment Plan	600
P7: Organizational Change Management Plan	400
Total: Project Management Activities and Plans	**3100**

b. EVALUATION PROCESS

For each requirement, the Evaluation Team will award points using the criteria detailed in Table IX.3 below.

Table IX.3 Criteria for Award of Points for Project Management Activities and Plans (P1 through P7)

Percent of Points	Criteria
100%	Response meets or exceeds all elements of the requirement and clearly demonstrates a thorough understanding of project management to the extent that a timely and high quality project management performance is anticipated. Bidder's on-site time, plans, and timeline are based on industry standards as well as relevant State standards and level of Bidder's resource commitment is high.
75%	Response meets at least seventy-five percent (75%) of the elements of the requirement and demonstrates project management processes that conform to industry standards, but with weaknesses that are considered minimal and can be mitigated. For example, Bidder's on-site time, plans, timeline, and level of resource commitment are adequate but may require additional State resources.
50%	Response meets at least fifty percent (50%) of the elements of the requirement for project management with weaknesses that are considered moderate and resolvable but will require more involvement by SOS to mitigate potential risks. For example, Bidder's on-site time, plans, and timeline may be inadequate and will require additional SOS resources to reduce risk.
10%	Response meets at least ten percent (10%) of the elements of the requirement for industry-standard project management practices with identified weaknesses that will require significant resources from SOS to mitigate and ensure project success. For example, Bidder's plan does not demonstrate a strong knowledge of managing a complex project such as VoteCal and indicates high risk.
0%	Response meets less than ten percent (10%) of the elements of the requirement and does not demonstrate thorough knowledge of managing projects of this size, scope, and complexity.

Table IX.4, below, identifies the factors to be considered per requirement, and the maximum points possible for that requirement. Note each bullet is equally weighted within that requirement.

Table IX.4 Project Management Activities and Plans (P1 through P7) – Evaluation Factors and Maximum Points per Requirement

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
P1	**Project Management Plan (PMP)** • Does the Project Management Plan (PMP) incorporate activities for SOS team as well as Bidder staff resources in each of its component plans? • Does the PMP indicate conformity to relevant industry and State project management and software development standards (e.g., PMBOK, IEEE)? • Does the Bidder describe their approach to developing Deliverable Expectation Documents (DED) and managing the development of deliverables in compliance to the DED approach? • Does it define the technical and managerial project functions, and tasks necessary to satisfy the project requirements? • Does the PMP reflect good project management practices conveying a thorough understanding of the complexity in managing a project of this size and importance? • Does the PMP identify major deliverable milestones (e.g., work products and project deliverables and SOS approval points for signoffs)? • Does the PMP define the process for developing, managing and tracking phase entrance and exit criteria, system acceptance criteria, etc? • Do the descriptions of project management processes include recommended integration points with SOS VoteCal processes as described in the SOS VoteCal Project Management Plan and relevant subsidiary plans? • Does the PMP include overviews of the Bidder's approach to risk management, issue management, and scope management/change control that illustrate how the Bidder will integrate its internal processes for these areas with SOS established processes? • Does the PMP include examples of significant anticipated VoteCal risks and mitigation strategies that demonstrate understanding of the VoteCal project?	400
P2	**Schedule Management and Project Schedule** • Is the schedule proposed by the Bidder consistent with tasks in the SOW with tasks broken down into manageable segments? • Does the described approach to schedule management conform to industry standards (PMBOK) and relevant State standards (SIMM 17) concerning management of milestone progress and reporting, resource assignment, critical path monitoring, identification and escalation of schedule issues, status reporting, and contingency activities? • Does the proposed approach to schedule management include an approach for integration with the master VoteCal schedule? • Is the proposed schedule management approach realistic given the complexity and scope of VoteCal? • Does the described approach to schedule management demonstrate	500

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
	familiarity with conducting schedule management activities that entail task-related interdependencies among multiple groups, stakeholders and resource types (e.g., State and Contractor staff)? • Does the described approach to schedule management ensure schedule accuracy, including schedule reviews, quality assurance and report generation processes? • Does the draft schedule (Gantt Chart) for the Bidder's activities demonstrate how Bidder tasks will be integrated with SOS and other VoteCal Contractor (e.g., election management system vendors, independent verification and validation vendor, security auditor, quality assurance, etc.) tasks? • Does the draft schedule (Gantt Chart) for the Bidder's activities demonstrate adequate decomposition of the Bidder's tasks?	
P3	**Quality Management Plan** • Does the Bidder's Quality Management Plan meet the standards required by IEEE 730-2002, or did the Bidder demonstrate previous engagements where this methodology produced successful Quality Management Planning? • Does the Bidder's Quality Management Plan identify quality policies and procedures throughout all project phases? • Does the Bidder's Quality Management Plan describe activities to be conducted in providing a quality assurance review of all work products? • Does the Bidder's Quality Management Plan describe activities to be conducted in controlling quality of all work products? • Does the Bidder's Quality Management Plan describe roles and responsibilities for quality activities throughout the life cycle of the project? • Does the Bidder's Quality Management Plan include a description of the quality improvement process(es) throughout the project? • Does the Bidder's Quality Management Plan include a description of how quality will be monitored and measured by the Bidder and verified by the SOS team, including the SOS' Quality Assurance Manager? • Does the Bidder's Quality Management Plan include a summary of proposed criteria for system acceptance and deliverable acceptance? • Does the Bidder's Quality Management Plan describe integration with SOS quality management processes described in the SOS VoteCal Quality Management Plan?	300
P4	**Software Version Control, System Configuration Management and Document Management** • Does the Software Version Control, System Configuration Management and Document Management approach meet the standards required by IEEE 828-2005 or did the Bidder demonstrate previous engagements where this methodology produced successful Configuration Management? • Does the Bidder's proposed Software Version Control, System	500

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
	Configuration Management and Document Management approach describe methods that will be used during this project to manage software version control and system configuration management? • Does the Bidder's proposed Software Version Control, System Configuration Management and Document Management approach describe the tools that will be used to manage version control and configuration management? • Does the Bidder's proposed Software Version Control, System Configuration Management and Document Management approach document how new modifications or modules will be tracked? • Does the Bidder's proposed Software Version Control, System Configuration Management and Document Management approach include a discussion of how new modifications and/or modules will be integrated and implemented? • Does the Bidder's proposed Software Version Control, System Configuration Management and Document Management approaches describe the process for updating documentation to ensure that system documentation keeps pace with the versioning of the products? • Does the Bidder's proposed Software Version Control, System Configuration Management and Document Management approach describe deliverable versioning methods and tools? • Does the Bidder's proposed Software Version Control, System Configuration Management and Document Management approach address how configuration will be exercised during periods of frequent changes? • Does the Bidder's proposed Software Version Control, System Configuration Management and Document Management approaches discuss controls for migrating approved changes across development, test, and production environments?	
P5	**Requirements Traceability Matrix** • Does the Bidder describe the content and development of a Requirements Traceability Matrix? • Did the Bidder describe how the Requirements Traceability Matrix will be used/updated to track requirements during the various phases of the project? • Does the Bidder provide a feasible and rigorous method for linking test scenarios to requirements during the Acceptance Phase? • Does the Bidder provide a feasible and rigorous method that ensures both forward and backward traceability analysis throughout the project lifecycle? • Does the Bidder describe the process and timing of sharing the matrix with SOS including the independent verification and validation vendor? • Does the Requirements Traceability Matrix meet the standards required by IEEE 1233-1998 and 830-1998, or CMMI V 1.2, or did the Bidder demonstrate previous engagements where this methodology produced successful Requirements Traceability?	400

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
P6	**Implementation and Deployment Plan** • Does the Implementation and Deployment Plan follow best business practices and industry-accepted standards and State standards for implementation of a large complex system similar to VoteCal? • Does the Implementation and Deployment Plan link to the PMP? • Does the Implementation and Deployment Plan address an implementation strategy of pilot testing, phase cutover, or other? • Is the deployment approach and schedule realistic and achievable in light of the VoteCal project organization, stakeholder populations, and project external calendars? • Does the Implementation and Deployment Plan allow for contingencies? • Does the Implementation and Deployment Plan address implementation issues during the Acceptance Phase and how they will be handled?	600
P7	**Organizational Change Management Plan** • Does the draft Organizational Change Management Plan include how the new methods of business will be implemented for SOS staff and county users? • Does the communication strategy reflect knowledge of the types of issues commonly rising in a project of this scale and complexity and propose how to overcome the obstacles? • Does the Organizational Change Management Plan discuss how commonly occurring issues should be mitigated? • Does the Organizational Change Management Plan reflect understanding of key issues in the elections and voter registration environment? • Are the strategies for securing support and buy-in from the county users realistic and appropriate? • Does the Organizational Change Management Plan conform to ISO 9001:2008, or did the Bidder describe previous engagements where their methodology was successful?	400
	TOTAL POINTS POSSIBLE	**3100**

c. CALCULATION OF THE SCORE FOR PROJECT MANAGEMENT ACTIVITIES AND PLANS

The score for each of the Project Management Activities and Plans will be calculated and awarded based on the following procedures:

1) The Bidder's response to each requirement will be separately evaluated and will be awarded a percentage of the possible points for that requirement based on the evaluation criteria in Table IX.1 above.

2) The points awarded for each requirement in this category will be added together to calculate the total points awarded.

Table IX.5 below shows an example of calculation of a Bidder's score for Project Management Activities and Plans.

Table IX.5 – Example
Calculation of Bidder Score for Project Management Activities and Plans (P1 – P7)

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible	% Earned in Eval	Points Awarded
P1	**Project Management Plan (PMP)**	400	75%	300
P2	**Schedule Management Plan**	500	100%	500
P3	**Quality Assurance Plan**	300	75%	225
P4	**Software Version Control, System Configuration Management and Document Management**	500	50%	250
P5	**Requirements Traceability Matrix**	400	75%	300
P6	**Implementation and Deployment Plan**	600	10%	60
P7	**Organizational Change Management Plan**	400	50%	200
TOTAL POINTS		**3100**		**1835**

2. Training – P8 (Maximum Score 300)

a. INTRODUCTION

Section VI.B.2 – Training of the RFP identifies Requirement P8 – Training.

This Training requirement is mandatory and Bidders must provide a narrative response to the requirement, as described in Section VI.B.2 - Training.

The Evaluation Team will evaluate the Bidder's response to the Training requirement and determine a Score for this category based on the Evaluation Team's assessment of the probability that a Bidder's proposed approach will result in successful implementation at a perceived acceptable risk level.

b. Evaluation Process

For the response to the Training requirement (P8), the Evaluation Team will award points using the criteria detailed in Table IX.6 below.

Table IX.6 Criteria for Award of Points for Training Requirement (P8)

Percent of Points	Criteria
100%	Response meets or exceeds all elements of the requirement and clearly demonstrates a thorough understanding of training to the extent that a timely and high quality training performance is anticipated. Bidder's on-site time, plans, and timeline are sufficient to meet the requirements and level of Bidder's resource commitments is high.
75%	Response meets at least seventy-five percent (75%) of the elements of the requirement and demonstrates good training processes but with weaknesses that are considered minimal and can be mitigated. For example, Bidder's on-site time, plans, and timeline are sufficient to meet the requirements and level of resource commitment are adequate but may require additional State resources.
50%	Response meets at least fifty percent (50%) of the elements of the requirement for training with weaknesses that are considered moderate and resolvable but will require more involvement by SOS to mitigate potential risks. For example, Bidder's on-site time, plans, and timeline may be inadequate and will require additional SOS resources to reduce the risk potential.
10%	Response meets at least ten percent (10%) of the elements of the requirement for training practices with identified weaknesses that will require significant resources from SOS to mitigate and ensure project success. For example, Bidder's plan does not demonstrate a strong knowledge of training for a complex project such as VoteCal and indicates high risk.
0%	Response meets less than ten percent (10%) of the elements of the requirement and does not demonstrate thorough knowledge of training for a project of this size, scope, and complexity.

Table IX.7 below identifies each requirement to which these criteria will be applied, the factors to be considered in that evaluation and the maximum points possible for that requirement. Note each bullet is equally weighted within that requirement.

Table IX.7 Training Plan (P8) – Evaluation Factors and Maximum Points

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
P8	**Training Plan** • Is the draft Training Plan comprehensive, feasible, and reflect the knowledge required to train users on a system this critical and complex? • Did the Bidder propose on-site training for the SOS staff? • Does the Bidder discuss technical knowledge transfer as well as application knowledge transfer and specify the technical IT skill sets required to support the proposed solution? • Is the training proposed for IT technical support staff appropriate, and sufficient for the proposed technical platform and tool suite? • Is the proposed training plan for program and help desk staff appropriate, and sufficient to ensure a successful operation at the time the pilot is initiated? • Is the proposed training schedule and resource allocation appropriate and sufficient for the population to be trained? • Does the Proposal specify system requirements for the training room (e.g. number of workstations, minimum configuration of workstations, connectivity requirements, and etc.)? • Does the Bidder discuss providing the Training Environment separate from Test and Production and provide system specifications (and provide the training specifications of how to refresh the database)? • Does the Bidder agree to provide training aids, manuals, quick reference guides, and other training materials? • Does the training plan sufficiently and appropriately address the training required for county users? Is the proposed training schedule and resource allocation appropriate and sufficient? • Does the Bidder agree that the training shall reflect the solution as implemented, shall be provided for each trainee, and shall be delivered in electronic format? • Does the Bidder agree that training materials shall become the property of SOS upon completion of the training and may be modified or supplemented as needed, and agree to allow SOS to duplicate all materials and manuals?	300

c. CALCULATION OF THE SCORE FOR TRAINING PLAN

The Bidder's Training Plan submitted in response to Requirement P8 will be awarded a percentage of possible points for that requirement based on the criteria in Table IX.6 above. For example, a Training Plan that earns seventy-five percent (75%) based on the evaluation criteria will earn a score of 225 (300 maximum possible points x 75%).

3. ***Test Plan – P9 (Maximum Score 800)***

a. INTRODUCTION

Section VI.B.3 – Testing of the RFP identifies Requirement P9 – Test Plan.
This Test Plan requirement is mandatory and Bidders must provide a narrative response to the requirement, as described in Section VI.B.3.

b. EVALUATION PROCESS

For the response to the Test Plan requirement (P9), the Evaluation Team will award points using the criteria detailed in Table IX.8 below.

Table IX.8 Criteria for Award of Points for Test Plan Requirement (P9)

Percent of Points	Criteria
100%	Response meets or exceeds all elements of the requirement and clearly demonstrates a thorough understanding of the test plan requirements to the extent that a timely and high quality tests are executed. Bidder's on-site time, plans, and timeline are sufficient to meet requirements and level of Bidder's resource commitments is high.
75%	Response meets at least seventy-five (75%) of the elements of the requirement and demonstrates good test plan processes but with weaknesses that are considered minimal and can be mitigated. For example, Bidder's on-site time, plans, and timeline are sufficient to meet requirements and level of resource commitment are adequate but may require additional State resources.
50%	Response meets at least fifty percent (50%) of the elements of the test plan requirements with weaknesses that are considered moderate and resolvable but will require more involvement by SOS to mitigate potential risks. For example, Bidder's on-site time, plans, and timeline may be inadequate and will require additional SOS resources to reduce the risk potential.
10%	Response meets at least ten percent (10%) of the elements of the requirement for industry-standard test management practices with identified weaknesses that will require significant resources from SOS to mitigate and ensure project success. For example, Bidder's plan does not demonstrate a strong knowledge of testing for a complex project such as VoteCal and indicates high risk.
0%	Response meets less than ten percent (10%) of the elements of the requirement and does not demonstrate thorough knowledge of test plan requirements for a project of this size, scope, and complexity.

Table IX.9 below identifies each requirement to which these criteria will be applied, the factors to be considered in that evaluation and the maximum points possible for that requirement. Note each bullet is equally weighted within that requirement.

Table IX.9 Test Plan (P9) – Requirement, Evaluation Factors and Maximum Points

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
P9	**Test Plan** • Does the Test Plan include a sample Test Defect Log? Does it contain sufficient detail and tracking? • Does the Test Plan discuss a proposed Test Methodology that encompasses industry-standard phases of testing? • Does the Test Plan address how the defects will be researched and resolved? • Does the Test Plan contain a retest function using a structured approach? • Does the Test Plan include negative testing scenarios? • Does the Test Plan include training for testers? • Does the Test Plan adequately address functional testing of each system component, end-to-end integration testing, performance and stress testing, regression testing for system modifications, and acceptance testing? • Does the Test Plan describe the roles and participation of county elections officials' staff, Election Management System (EMS) vendors and SOS in all phases of testing? • Does the Test Plan address proper use of the dedicated test environments to protect the integrity of existing production environments and data?	800

c. CALCULATION OF THE SCORE FOR TEST PLAN

The Bidder's Test Plan submitted in response to Requirement P9 will be awarded a percentage of possible points for that requirement based on the criteria in Table IX.8 above. For example, a Test Plan that earns 75% based on the evaluation criteria will earn a score of 600 (800 maximum possible points x 75%).

4. <u>Data Integration Plan – P10 (Maximum Score 1000)</u>

a. INTRODUCTION

Section VI.B.4 – Data Integration of the RFP identifies Requirement P10 – Data Integration Plan. This Data Integration Plan requirement is mandatory and Bidders must provide a narrative response to the requirement, as described in Section VI.B.4.

b. EVALUATION PROCESS

For the response to the Data Integration Plan requirement (P10), the Evaluation Team will award points using the criteria detailed in Table IX.10 below.

Table IX.10 Criteria for Award of Points for Data Integration Plan Requirement (P10)

Percent of Points	Criteria
100%	Response meets or exceeds all elements of the requirement and clearly demonstrates a thorough understanding of data integration to the extent that a timely and high quality performance is anticipated. Bidder's on-site time, plans, and timeline are sufficient to achieve requirements and level of Bidder's resource commitments is high.
75%	Response meets at least seventy-five percent (75%) of the elements of the data integration requirement but with weaknesses that are considered minimal and can be mitigated. For example, Bidder's draft plan, approach, and timeline are sufficient to achieve requirements and level of resource commitment are adequate but may require additional State resources.
50%	Response meets at least fifty percent (50%) of the elements of the data integration requirement with weaknesses that are considered moderate and resolvable but will require more involvement by SOS to mitigate potential risks. For example, Bidder's approach and processes may be inadequate and will require additional SOS resources to reduce the risk potential.
10%	Response meets at least ten percent (10%) of the elements of the requirement for data integration activities, with identified weaknesses that will require significant resources from SOS to mitigate and ensure project success. For example, Bidder's plan does not demonstrate a strong knowledge of performing data integration for a complex project such as VoteCal and indicates high risk.
0%	Response meets less than ten percent (10%) of the elements of the requirement and does not demonstrate thorough knowledge of data integration activities for a project of this size, scope, and complexity.

Table IX.11 below identifies each requirement to which these criteria will be applied, the factors to be considered in that evaluation and the maximum points possible for that requirement. Note each bullet is equally weighted within that requirement.

Table IX.11 Data Integration Plan (P10) – Requirement, Evaluation Factors and Maximum Points

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
P10	**Data Integration Plan** • Does the Data Integration Plan narrative describe their Data Integration approach and method and are these discussions concise and illustrative of best business practices? • Does the Data Integration Plan adequately and appropriately address the roles and responsibilities of bidder staff, SOS staff, and counties and their EMS vendors? • Does the response include a discussion of integration strategy of "cut-over", "pilot", or "phased"? • Is the proposed integration approach realistic and is it appropriately timed for the proposed testing and implementation schedule? • Does the response include performing a test of data integration and to have all	1000

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
	data validated and approved by SOS prior to the full integration occurring? • Does the response discuss how data integration issues and errors will be addressed and resolved? • Does the Data Integration Plan realistically address the integration of data from all counties into a single statewide record for each voter, including integration of document images, voter activity history, and voter participation history?	

c. CALCULATION OF THE SCORE FOR DATA INTEGRATION PLAN

The score for the Bidder's Data Integration Plan submitted in response to Requirement P10 will be directly calculated based on the percentage of points earned. For example, a Data Integration Plan that earns seventy-five percent (75%) based on the evaluation criteria will earn a score of 750 (1000 maximum possible points x 75%).

5. VoteCal Architecture – P11 (Maximum Score 3000)

a. INTRODUCTION

Section VI.B.5 – VoteCal Architecture identifies Requirement P11: VoteCal Architecture. This Architecture requirement is mandatory and Bidders must provide a narrative response to the requirement that addresses the criteria described in Section VI.B.5.

Evaluation and scoring of the response to the VoteCal Architecture requirement will include evaluation of the Bidders' narrative and pictorial discussion of the proposed VoteCal architecture (in response to Section VI.B.5 – VoteCal Architecture), as well as the Bidder's responses requirements in Tables VI.1 and VI.2 (Business and Technical Requirements) and Bidder's referenced projects. The State Evaluation Team will determine the depth, breadth, completeness, and clarity of the included response, and the degree to which the response demonstrates that the solution meets or exceeds objectives for performance, availability, scalability, security, maintainability, accessibility, deployment, and extensibility as described in Section VI.B.5 – Voter Architecture.

b. EVALUATION PROCESS

The Evaluation Team will use the criteria in Table IX.12 (below) to rate the Bidder's proposed VoteCal Architecture for multiple factors and award a percentage of points for each factor.

Table IX.12 –Criteria for Assigning Points in Evaluation of VoteCal Architecture (P11)

Percent of Points	Criteria
100%	**Meets All Requirements and Solution is Implemented** - The Proposal addresses the factor and exceeds SOS expectations and objectives in the completeness and demonstrability of this factor in an existing system developed or provided by the bidder in at least one referenced project that was completed within the past four (4) years.
70%	**Meets Requirements** – The Proposal addresses the factor and contains sufficient detail to evaluate whether it meets requirements, and meets all aspects of the evaluation criterion, but the approach is not fully demonstrated in an existing, referenced system or project that was completed within the past (4) years. However, the approach is completely described and is clearly viable based upon standard or best business practices.
10%	**Partially Meets Requirements** - The factor is addressed in the Proposal, although the response either incompletely describes how the factor will be addressed; or the approach is logically argued but is not supported by industry standards, best practices, or a referenced project that was completed within the past four (4) years.
0%	**Poor or Does Not Meet Requirements** - The factor is not addressed in the response; the description lacks sufficient detail to evaluate the response; or the impact of the described approach on functionality or performance is unsupported or contraindicated by industry standards, best practices, or referenced projects.

The above criteria will be used to assign points for each of the eight (8) VoteCal Architecture evaluation factors. The factors and the maximum number of points per factor are presented in Table IX.13 below.

Table IX.13 – Evaluation Factors and Maximum Points for Bidder VoteCal Architecture (P11)

Evaluation Factor for the Proposed VoteCal Architecture	Maximum Points
Performance. The degree to which the proposed architecture meets or exceeds performance requirements described in the RFP and the extent to which the approach to meeting performance requirements conforms to industry-accepted best practices and standards. Areas that will be evaluated for this factor include: • Network capacity; • Server memory and processing capacity; • Application-processing constraints; and • Load testing.	**600**

Evaluation Factor for the Proposed VoteCal Architecture	Maximum Points
Availability. The degree to which the proposed architecture meets all availability requirements described in the RFP and the extent to which the approach to meeting availability requirements conforms to industry-accepted best practices and standards. Areas that will be evaluated for this factor include: • How and when routine maintenance will be performed. and • How component failures will be handled.	**450**
Scalability. The degree to which the proposed architecture meets all scalability requirements of the RFP and the extent to which the approach to ensuring scalability reflects industry-accepted best practices and standards. Areas that will be evaluated for this factor include: • Which new hardware and software will be added; and • How VoteCal will be reconfigured to utilize the new hardware and software.	**450**
Security. The degree to which the proposed architecture meets all security requirements of the RFP and the extent to which the approach for meeting security requirements reflects industry-accepted best practices and standards. Areas that will be evaluated for this factor include: • How authentication will take place; • How authorization will take place; • How data will be protected--both at rest and in transit; • How the system will protect against identity spoofing; • How the system will protect data from tampering; • How the system will log system and user activity; and • How the system will protect against Denial of Service attacks.	**600**
Maintainability. The ability of and ease with which the system is to be maintained at an operational level after it is put into production, including the degree to which maintenance by SOS can be performed within SOS's projected VoteCal staffing and anticipated operating budget. Areas that will be evaluated for this factor include: • Specific maintenance expectations; • How any third party components will be maintained - including routine updates and bug fixes; • The necessary staffing skills needed to maintain the system; • Software and hardware currency and availability; and • Approach for forward compatibility.	**300**
Accessibility. The degree to which the proposed architecture meets all accessibility requirements of the RFP and the extent to which the approach to ensuring accessibility reflects industry-accepted best practices and standards. Areas that will be evaluated for this factor include: • Evidence of support for web page and desktop accessibility-related requirements; and • Evidence of compatibility with the diverse EMS installations and diverse desktop configurations.	**150**

Evaluation Factor for the Proposed VoteCal Architecture	Maximum Points
Deployment. The extent to which the deployment approach minimizes risks. Areas that will be evaluated for this factor include: • Physical locations where systems components will be deployed; and • The method of distribution for system components and release processes.	**150**
Extensibility. The degree to which the proposed architecture meets all extensibility requirements of the RFP and the resource impact of the approach described for ensuring extensibility. Areas that will be evaluated for this factor include: • The steps necessary to add new functionality to the system; • How extensibility will affect the complexity of the system; and • How extensibility will affect testing and debugging.	**300**

c. CALCULATION OF THE SCORE FOR THE VOTECAL ARCHITECTURE

1) **Calculation of Points Earned Per Evaluation Factor:** The total points awarded for each of the factors in the above Section will be calculated by multiplying the percentage of points earned by the total points for the evaluation factor.

2) **Calculation of the Total Score**: The Total Points Earned for the VoteCal Architecture will be calculated as the sum of points earned for each factor.

Example Calculation of Bidder Score for VoteCal Architecture:

1. *Assume Bidder's Proposal receives the following percentages and resultant scores for the evaluation factors:*

Evaluation Factors	Max Points Possible	Percentage Awarded	Bidder's Score
Performance	600	100%	600
Availability	450	70%	315
Scalability	450	10%	45
Security	600	70%	420
Maintainability	300	10%	30
Accessibility	150	70%	105
Deployment	150	70%	105
Extensibility	300	10%	30
TOTAL	**3000**		**1650**

The Bidder's Total Score for VoteCal Architecture would be the sum of the calculated scores for the factors, or 1650.

6. ***VoteCal System Business Requirements – S1.1 through S24.3 (Pass/Fail)***

a. INTRODUCTION

The VoteCal System business requirements are listed in Section VI.D – Business Functional Requirements, Table VI.1. The business requirements are all mandatory and are broken down by major business functional areas within the response form. Response to each business requirement will be evaluated for compliance with the evaluation criteria in order to obtain the best value solution. These business requirements are mandatory and Bidders must provide a complete response to each requirement, as described in Section VI.D – Business Functional Requirements.

The evaluation process will assess the Bidder's responses to the business requirements in Section VI.D – Business Functional Requirements to determine whether they fully address and satisfy each requirement.

Bidders are encouraged to provide references to technical literature in response to the specific requirements where the functionality is discussed in the product literature, user or system manuals, etc. Marketing literature is discouraged. This will assist the Evaluation Team in validating the Bidder's response to the requirement.

b. EVALUATION PROCESS

The Evaluation Team will evaluate the response to each business requirement, including any reference materials to which they are directed for additional information in the Bidder's Proposal response, to determine whether the response addresses the requirement, while demonstrating best business practices. If the response supplied by the Bidder cannot be validated through the supplied documentation or by demonstration, SOS will evaluate the requirement response as they understand it. SOS's determination will be final.

Based on the Team's evaluation, each requirement will be rated pass or fail based on the criteria identified in Table IX.14 below.

Table IX.14 Criteria for Pass/Fail Evaluation of Bidder's Response to VoteCal System Business Requirements (S1.1 – S24.3)

Rating	Criteria
PASS	Response meets or exceeds system business requirement.
FAIL	Response does not meet the system business requirement.

7. ***VoteCal Technical Requirements – T1.1 through T10.4 (Pass/Fail)***

a. INTRODUCTION

The VoteCal Technical requirements are listed in Section VI.E – Technical Requirements, Table VI.2. These technical requirements are mandatory and Bidders must provide a complete response to each requirement, as described in Section VI.E.

The evaluation process will assess the Bidder's responses to the technical requirements in Section VI.E – Technical Requirements of the RFP to determine whether they fully address and satisfy each requirement. If, by consensus of the Evaluation Team, it is found that the Bidder has submitted a failed response to any of the technical requirements, SOS has the option of requesting additional information from Bidder.

b. EVALUATION PROCESS

The Evaluation Team will evaluate the response to each technical requirement to consider whether the response addresses the requirement, while demonstrating best business practices. The evaluation for each technical requirement will include review of any reference materials to which the Evaluation Team is directed for additional information in the Bidder's Proposal response to the requirement. If the response supplied by the Bidder cannot be validated through the supplied documentation SOS will evaluate the requirement response as they understand it. SOS's determination will be final.

Based on the Team's evaluation, each requirement will be rated pass or fail based on the criteria identified in Table IX.15 below.

Table IX.15 Criteria for Pass/Fail Evaluation of Bidder Response to VoteCal Technical Requirements (T1.1 – T10.4)

Rating	Criteria
PASS	Response meets or exceeds technical requirement.
FAIL	Response does not meet the technical requirement.

8. Bidder Qualifications and References (Mandatory and Desirable) – A9 and A10 (Maximum Score 3000)

a. INTRODUCTION

Section V.B.3.B - Bidder Qualifications and References Requirements (Mandatory) and V.B.3.C – Bidder Qualifications and References Requirements (Desirable) of the RFP identify mandatory and desirable Bidder Qualifications. Evaluation of Bidder Qualifications and references will be based on similarity of the referenced projects to VoteCal in terms of scope and complexity, and on client references.

The State's determination of similarity of the projects included as references to the project specified in this RFP, for the purposes of this RFP, shall be final. The three (3) references submitted by the Bidder to address the mandatory Bidder Qualifications and References requirement (A9) must conform to the criteria described in Section V.B.3.B. **If submitted references for the mandatory Bidder Qualifications and References requirement are determined not to meet criteria described in Section V.B.3.B, this will be deemed a material deviation and may disqualify the Bidder from further consideration.** The reference submitted by the Bidder to address the desirable Bidder Qualifications and References requirement (A10) must conform to the criteria described in Section V.B.3.C. **If the reference submitted for the desirable Bidder Qualifications and References requirement is determined not to meet the criteria set forth in Section V.B.3.C, the reference will not be scored.**

If a Bidder elects to submit the same qualifications and references in response to the Bidder Qualification and References requirements (A9 and A10) in the Final Proposal as were submitted for the Pre-Qualification Package, the State reserves the right to carry the Pre-Qualification Package evaluation scoring forward to the Final Proposal evaluation scoring for these two requirements. If a Bidder elects to respond to the mandatory Bidder Qualifications and References requirement (A9) with qualifications and references that are different from those submitted in the Pre-Qualification Package, the new qualifications and references must meet the mandatory Bidder Qualifications and References requirement. Similarly, if a new qualification and reference is submitted in the Final Proposal in response to the desirable Bidder Qualifications and References requirement (A10), the new qualification and reference

must meet the desirable Bidder Qualifications and References requirement in order to be scored.

Bidders can earn a maximum score of 3000 for these requirements, 2300 for mandatory qualifications and references (A9), and 700 for desirable qualifications and references (A10). Scores are based on the results of the State's client reference checks for the Bidder's firm and for qualifying key subcontractors. (See Section V – Administrative Requirements for a definition of qualifying subcontractor.) The score awarded for Bidder Qualifications and References requirements will be based entirely upon the information provided by the references identified in the Bidder's Proposal. Three (3) references will be checked for the Bidder firm and/or qualifying subcontractor during evaluation of a Bidder's response to the mandatory Bidder Qualifications and References requirement (A9). A completed Exhibit V.5.a Bidder Qualifications & References (Mandatory) form for each of the three references must be submitted in Bidder's Proposal. An additional reference may also be checked to evaluate a Bidder's response to the desirable Bidder Qualifications and References requirement (A10). A completed Exhibit V.5.b – Bidder Qualifications & References (Desirable) form must be submitted with the Bidder's Proposal if the Bidder intends to respond to the desirable Bidder Qualifications and References requirement (this is true even if the Bidder intends to use one of the three references designated in response to the mandatory requirement to address the desirable requirement --- in all cases a completed Exhibit V.5.b must be submitted if the Bidder intends to respond to the desirable requirement).

b. EVALUATION PROCESS

At least three (3) members of the Evaluation Team and the DGS procurement official will participate in each reference call. During the call, the Evaluation Team members will:

- Confirm the information provided by the Bidder about the reference's implementation project as provided by the Bidder in Exhibit V.5.a – Bidder Qualifications References (Mandatory) and in Exhibit V.5.b – Bidder Qualifications & References (Desirable), if submitted;
- Ask the reference to provide a numeric rating of their satisfaction with the Bidder (or Key Subcontractor) with respect to the development and implementation process, the end product delivered, the service and support provided, and the end product's usability; and
- Ask the reference to evaluate the Bidder's (or Key Subcontractor's) overall success by choosing best answers to a number of questions pertaining to schedule, cost, fulfillment of requirements, system deployment, and system quality.

The Exhibit IX.2 - Bidder Reference Form - Client Telephone Reference Questionnaire includes the questions that are to be asked of each of the references. This form will also be used to document the reference's responses. The Evaluation Team will complete one of these forms for each client reference telephone call made.

Based on the reference responses, points will be awarded for the Bidder's references and a final score will be calculated in the following manner:

1) **References' Numeric Ratings on Indicators of Project Success (140 points Maximum for each reference):** Each reference will be asked to rate the Bidder or Key Subcontractor firm on a scale of 0 to 10 on a total of fourteen (14) questions related to customer satisfaction with the firm's performance pertaining to project management, expertise of Contractor personnel, system quality and performance, and the firm's support of the system as shown in Exhibit IX.2. – Bidder Reference Form – Client Telephone Reference Questionnaire. For each indicator, the reference will be asked to choose the number, between 0 and 10 inclusive, that best describes his/her level of satisfaction.

The rating provided by the reference to each question will be translated directly into points awarded for the question; for example, if the reference rates the firm 7 on a particular question, the Bidder will be awarded 7 points for that question.

Table IX.16 - This table has been removed (table number reserved)

2) **Reference's Evaluation of Overall Success (100 points maximum for each reference):** Each reference will be asked to choose best answers to questions that pertain to schedule performance, cost performance, achievement of requirements, system deployment, and system quality. A maximum of 100 points per reference will be awarded for this section of the Bidder Reference Form. The points awarded for each reference (out of a maximum of 100) will be based on the reference's responses as outlined in Table IX.17 – Criteria for Scoring Reference's Evaluation of Overall Success.

Table IX.17 Criteria for Scoring Reference's Evaluation of Overall Success (Bidder Reference Form - A9, A10)

Topic Area	Scoring		
1. Schedule Perform-ance	**Points Assigned**	**Condition**	**Responsibility for Deviation**
	20	Completed early, on time, or late by less than 25%	N/A
	20	Completed late by at least 25% but less than 50%	Customer only
	20	Completed late by 50% or more	Customer only
	15	Completed late by at least 25% but less than 50%	Both Contractor Firm and Customer
	10	Completed late by at least 25% but less than 50%	Contractor Firm only
	2	Completed late by 50% or more	Both Contractor Firm and Customer
	1	Completed late by 50% or more	Contractor Firm only
2. Cost Perform-ance	**Points Assigned**	**Condition**	**Responsibility for Deviation**
	20	Completed within or under budget, or over budget by less than 25%	N/A
	20	Completed over budget by at least 25% but less than 50%	Customer only
	20	Completed over budget by 50% or more	Customer only
	15	Completed over budget by at least 25% but less than 50%	Both Contractor Firm and Customer
	10	Completed over budget by at least 25% but less than 50%	Contractor Firm only

Topic Area	Scoring		
	2	Completed over budget by 50% or more	Both Contractor Firm and Customer
	1	Completed over budget by 50% or more	Contractor Firm only
3. Achieve-ment of Project Require-ments	**Points Assigned**	**Condition**	**Responsibility for Deviation**
	20	Fully met or exceeded all business and technical requirements	N/A
	20	Met all critical business and technical requirements	Customer only
	15	Met all critical business and technical requirements	Both Contractor Firm and Customer
	15	Did not meet all critical business and technical requirements	Customer only
	10	Met all critical business and technical requirements	Contractor Firm only
	2	Did not meet all critical business and technical requirements	Both Contractor Firm and Customer
	1	Did not meet all critical business and technical requirements	Contractor firm only
4. System Deploy-ment	**Points Assigned**	**Condition**	**Responsibility for Deviation**
	20	Fully met or exceeded all expectations	N/A
	20	Met all critical expectations	Customer only
	15	Met all critical expectations	Both Contractor Firm and Customer
	15	Did not meet all critical expectations	Customer only
	10	Met all critical expectations	Contractor Firm only
	2	Did not meet all critical expectations	Both Contractor Firm and Customer
	1	Did not meet all critical expectations	Contractor Firm only
5. Deployed System Quality	**Points Assigned**	**Response**	
	20	There were only cosmetic deficiencies or minor deficiencies that did not impact system functionality, and each deficiency was corrected or could be corrected by a system fix.	

Topic Area	Scoring	
	15	There were minor deficiencies that did not impact the system's critical business or technical functionality, and each deficiency was corrected or could be corrected by a system fix.
	10	There were significant deficiencies that impacted critical business and/or technical functionality, and each significant deficiency was corrected or could be corrected by a system fix.
	2	There were significant deficiencies that impacted critical business and/or technical functionality, and at least one of these significant deficiencies was addressed or must be addressed by a workaround (a system fix was or would not be feasible).
	1	There were significant deficiencies that impacted critical business and/or technical functionality, and at least one of these significant deficiencies could not be addressed by either a system fix or a workaround.

3) **Comparability Factor (0- 4) Adjustment:** The sum of the points determined in #1 and #2 above will be multiplied by a project comparability factor to yield the total points for that reference. A project that closely mirrors the requirements, scope, and complexity of the VoteCal Project will receive a higher comparability factor. The comparability factor will be determined according to Table IX.18 – Calculation of Reference Comparability Factor.

Table IX.18 – Calculation of Reference Comparability Factor

Table IX.18 – Calculation of Reference Comparability Factor
1 point will be added to the comparability factor for submitting a valid reference that meets the minimum requirements specified for the mandatory Bidder Qualifications and References requirement (A9) or, if a the Bidder has submitted a completed form V.5.b – Bidder Qualifications and References (Desirable), for the desirable requirement (A10). In all cases, this single point represents the only possible comparability factor that a reference submitted to meet the desirable Bidder Qualifications and References requirement is eligible to receive.
1 point will be added to the comparability factor if the project was a completed voter registration system implementation with a scope similar to that described in Section VI - Project Management, Business and Technical Requirements, *or*, the project implemented a statewide system. Only references specified for the mandatory Staff Qualifications and References requirement (A9) are eligible for this comparability factor point.
1 point will be added to the comparability factor if the implemented system has 200 or more concurrent users. Only references specified for the mandatory Staff Qualifications and References requirement (A9) are eligible for this comparability factor point.
1 point will be added to the comparability factor if the project was completed within the past three (3) years. Only references specified for the mandatory Staff Qualifications and References requirement (A9) are eligible for this comparability factor point.

4) **Non-Responsive References:** The following procedures will be followed for references that are non-responsive:

- After 2 (two) attempts to contact the reference, SOS will notify the Bidder of the client's unresponsiveness;

- SOS will make a third (3rd) attempt to contact the reference. If the reference is still unresponsive after 2 (two) business days from the third (3rd) contact attempt, the Bidder will receive zero (0) points for that reference. If the nonresponsive reference was submitted for the Mandatory Bidder Qualifications and References requirement (A9), the 0 point will be factored into the average reference calculation and therefore the final score for the Mandatory Bidder Qualifications and References requirement. If the nonresponsive reference is the Bidder's reference submitted for the desirable Bidder Qualifications and References requirement (A10), then the Bidder will be given a score of 0 for that requirement.

c. CALCULATION OF THE SCORE FOR BIDDER QUALIFICATIONS AND REFERENCES REQUIREMENT (MANDATORY) – A9 (Maximum Proposal score = 2300)

1) **Total Reference Points Calculation**: The points awarded to each of the three (3) references submitted in response to the mandatory Bidder Qualifications and References requirement (A9) are summed. The maximum total points possible when combining the points of all three (3) references submitted in response to the mandatory requirement is two thousand eight hundred eighty (2880) (two hundred forty (240) points per reference form x maximum comparability factor of 4 x 3 references).

2) **Calculation of the Percentage of Maximum Points Earned:** The total reference points (#1 above) will be divided by the total possible points (2880) to determine the percentage of points earned for references submitted in response to the Mandatory Bidder Qualifications and References requirement.

$$\frac{\text{Total Reference Points}}{\text{Maximum Reference Points Possible (2880)}} = \text{\% of Maximum Points Earned}$$

3) **Calculation of Score for the Mandatory Bidder Qualifications and References Requirement**: The actual Proposal score for the Mandatory Bidder Qualifications and References requirement will be calculated by multiplying the maximum possible score for the mandatory Bidder Qualification and References requirement (two thousand three hundred (2300)) by the percentage of earned points calculated in step 2 above.

(Maximum Possible Score) X (% of Maximum Points Earned) = RFP Score for Mandatory Bidder Qualifications and References Requirement (A9).

d. CALCULATION OF THE SCORE FOR BIDDER QUALIFICATIONS AND REFERENCES REQUIREMENT (DESIRABLE) – A10 (Maximum Proposal score = seven hundred (700))

1) **Calculation of the Percentage of Points Earned:** The total reference points awarded the single reference submitted by a Bidder electing to respond to the desirable Bidder Qualifications and References requirement (A10) will be divided by the total possible points (two hundred forty (240) per reference) to determine the percentage of points earned for the reference the Bidder identified in response to the desirable Bidder Qualifications and References requirement. (A comparability factor of one (1) will be used for references for the desirable Bidder Qualifications and References requirement).

$$\frac{\text{Total Reference Points}}{\text{Maximum Points Possible}} = \text{\% of points earned}$$

2) **Calculation of Score for Desirable Bidder Qualifications and References Requirement (A12**: The actual Proposal score for the desirable Bidder Qualifications

and References requirement will be calculated by multiplying the maximum possible score of seven hundred (700) by the percentage of earned points calculated in step 1 above.

(Maximum Possible Score = 700) X (% of Points Earned) = RFP Score for Desirable Bidder Qualifications and References

Example of Calculation of Bidder Qualifications and References Score:

Refer to Table IX.19 - Example Calculation of Bidder Qualification and References Scores for an example of how the Bidder Qualifications and References scores are established for the mandatory (A9) and desirable (A10) requirements. In this example, the hypothetical Bidder has submitted three (3) completed Exhibit V.5.a forms in response to mandatory requirement A9, each specifying one of the three required references (shown in Table IX.19 as TDM, CA DHY, and DCM). The hypothetical Bidder has also submitted a completed Exhibit V.5.b Bidder Qualifications and References in response to desirable requirement A10. In this example, the reference designated in the completed Exhibit V.5.b form is the same as one of the three (3) references the Bidder designated in response to the mandatory Bidder Qualifications and References requirement (shown as DCM in Table IX.19).

Table IX.19 - Example Calculation of Bidder Qualifications and References' Scores (A9 and A10)

Reference Name	Mandatory or Desirable Requirement (Exhibit V.5.a or Exhibit V.5.b)?	(a) Ratings on Indicators of Project Success *(max. 140)*	(b) Evaluation of Overall Success *(max. 100)*	(c) Sub-Total *(sum a+b)*	(d) Comparability Factor *(max = 4 for Mandatory req; max = 1 for Desirable req)*	Total Points per Refer-ence *(c x d)*
TDM	Mandatory (Exhibit V.5.a)	45	75	120	3	360
CA DHY	Mandatory (Exhibit V.5.a)	80	100	180	1	180
DCM	Mandatory (Exhibit V.5.a)	100	75	175	3	525
DCM	Desirable (Exhibit V.5.b)	100	75	175	1	175

Mandatory Bidder Qualifications & References Requirement (A9)	M1. Mandatory Total Points – Sum of Total Points for all 3 Mandatory references TDM, CA DHY, DCM	1065
	M2. Maximum Points Possible for Mandatory Bidder References (= 3 x 240 maximum total points per reference x 4 comparability factor)	2880
	M3. Percent of Points Earned *[M1 divided by M2]*	37.0%
	M4. Maximum Possible Score	2300
	M5. Mandatory Bidder Qualifications (A9) Score Awarded *[M3 x M4]*	**850.5**
Desirable Bidder Qualifications & References (A10)	D1. Desirable Total Points (reference DCM)	175
	D2. Maximum Points Possible for Desirable Reference (= 240 x comparability factor of 1)	240
	D3. Percent of Points Earned (D1 divided by D2)	72.9%
	D4. Maximum Possible Score	700
	D5. Desirable Bidder Qualifications (A10) Score Awarded *[D3 x D4]*	**510.4**
	TOTAL Bidder Qualifications & References' Score (M5 Mandatory + D5 Desirable)	**1360.9**

9. Proposed Staff Qualifications – A11 and A12 (Pass/Fail, and Maximum Score 800)

a. INTRODUCTION

Sections V.B.3.D – Proposed Staff Qualifications Requirements (Mandatory) and V.B.3.E – Proposed Staff Qualifications Requirements (Desirable) of the RFP describe the mandatory

and desirable Proposed Staff Qualifications requirements that the State will evaluate in the Bidder's response included in both the Pre-qualification Package and the Final Proposal.

The six (6) Key Staff members are defined as the Bidder or subcontractor staff designated to fill the following roles: Project Manager (PM), Business Lead (BL), Technical Lead (TL), Data Integration Lead (DIL), Development Lead (DL), and Testing Lead (TestL). The Bidder's proposed Key Staff will be evaluated and scored on the following factors:

- Whether the proposed staff for the six (6) defined Key Staff roles (Project Manager, Business Lead. Technical Lead, Data Integration Lead, Development Lead, and Testing Lead) meet all Mandatory Proposed Staff Qualifications requirement, A11 (Pass/Fail); and
- The degree to which the proposed staff for a subset of the six (6) Key Staff roles meet Desirable Staff Qualifications requirement, A12 (eight hundred (800) maximum score).

b. EVALUATION PROCESS

1) **Satisfaction of mandatory Proposed Staff Qualifications requirement (Pass/Fail):** RFP Section V.B.3.D - Proposed Staff Qualifications Requirements (Mandatory) details the mandatory qualifications for the Key Staff proposed for the Bidder's proposed project team. The Bidder's response to these requirements, submitted in Exhibits V.6 – Staffing Experience Matrix and V.7 – Bidder Staff Resume, will be evaluated on a Pass/Fail basis. The Evaluation Team may contact client contacts (references) listed in Exhibit V.6 - Staffing Experience Matrix for purposes of validating the months of experience reported during the State's Pre-Qualification Package evaluation; however, those references will not be scored.

   As part of evaluating the Bidder's response to this requirement in the Final Proposal, the Evaluation Team will contact at least two (2) references for the proposed Project Manager, and at least a total of three (3) references for the other Key Staff to confirm information provided by the Bidder in Exhibit V.6 – Staffing Experience Matrix and Exhibit V.7 - Bidder Staff Resume (The Evaluation Team will take the opportunity of these reference contacts to obtain client satisfaction ratings as described in item #10 that follows below.) In cases where the information submitted on Exhibit V.6 – Staffing Experience Matrix and Exhibit V.7- Bidder Staff Resume conflicts with information provided by a reference, the information provided by the reference will take precedence and will be used in determining whether the proposed staff meets mandatory requirements. A "Fail" on this requirement will be deemed a material deviation and may disqualify the Bidder from further consideration.

2) Satisfaction of desirable Proposed Staff Qualifications requirement (Maximum Score = 800): Section V.B.3.E - Proposed Staff Qualifications Requirements (Desirable) details the desirable qualifications for the Key Staff on the Bidder's proposed project team. Using the Bidder's completed Exhibit V.6 – Staffing Experience Matrix, Exhibit V.7 – Bidder Staff Resume, and (if applicable) results of reference checks, the Evaluation Team will sum the total number of months of each proposed staff's desirable experience for his/her respective role. In cases where the information submitted on Exhibit V.6 - Staffing Experience Matrix and Exhibit V.7 – Bidder Staff Resume conflict with information provided by a reference, the information provided by the reference will take precedence and will be used in calculation of the total months of proposed staff's desirable experience.

   To determine the desirable experience months, the Evaluation Team will first total the Duration months for the desirable qualifications that have been verified against submitted Exhibits V.6 - Staffing Experience Matrix and V.7 - Bidder Staff Resume and (if applicable) contacts with staff references. Then the Evaluation team will subtract minimum required months, if any, for that experience. Lastly, they will enter the remaining months as the net desirable experience months.

   In the event a Bidder elects to submit proposed staff in response to the Proposed Staff Qualifications requirements (A11 and A12) in the Final Proposal that differ from those

submitted in the Pre-Qualification Package or a Bidder elects to submit references for the same proposed staff in response to requirements A11 and A12 in the Final Proposal that differ from the references for that staff included in the Pre-qualification Package, the new proposed staff qualifications and/or the new references and contacts must meet the respective mandatory and (if appropriate) desirable requirements.

The team will then apply a weighting formula as specified below to award points to each Bidder based upon the total amounts tabulated for each role.

$$\frac{\text{Bidder's Total Desirable Qualifications} \times 800\ \text{(weight)}}{\text{Highest Bidder's Total Desirable Experience}} = \text{Bidder's Proposed Staff Score}$$

Table IX.20 shows an example of scoring of Proposed Staff Desirable Experience.

Table IX.20 Sample Proposed Staff Desirable Experience (A12) Scoring

Bidder	Total Months Desirable Experience	Calculation	Points Awarded
A	72	72 X 800 / 90 (Bidder C)	640
B	31	31 X 800 / 90 (Bidder C)	275.6
C	90	90 X 800 / 90 (Bidder C)	800
D	38	38 X 800 / 90 (Bidder C)	337.8

10. Proposed Staff References – A11 and A12 for Final Proposals Only (Maximum Score = 1000)

a. INTRODUCTION

Sections V.B.3.D - Proposed Staff Qualifications Requirements (Mandatory) and V.B.3.E – Proposed Staff Qualifications Requirements (Desirable) identify requirements A11 and A12, which require the Bidder to complete Exhibit V.6 – Staffing Experience Matrix, including contacts for referenced projects. During the evaluation of Final Proposals, the references documented in Bidder's submitted Exhibit V.6 - Staffing Experience Matrix will be contacted in order to obtain their ratings of satisfaction with the proposed Key Staff members' performance.

b. EVALUATION PROCESS

As was stated in the context of discussion of evaluation of mandatory and desirable Proposed Staff Qualifications above, a minimum of two (2) references will be checked for the proposed Project Manager and a total of at least three (3) references will be checked for the proposed Key Project Team Members other than the Project Manager. At least three (3) members of the Evaluation Team will participate in each reference call. During the call, the Evaluation Team will ask the reference to directly rate the proposed Staff member's performance on the reference's implementation project as described in Exhibit V.6 – Staffing Experience Matrix.

The Reference Check Questionnaires for a Bidder's proposed Project Manager (Exhibit IX.3 - Reference Check Questionnaire for Proposed Project Manager) and proposed Key Staff (Exhibit IX.4 - Reference Check Questionnaire for Proposed Staff) detail the questions that are

to be asked of each reference. These forms will also be used to document the references' responses. The Evaluation Team will fax the questions to each reference in advance to ensure they have the resources available to respond to the questions.

During the call, the reference will be asked to directly rate the proposed project team member from 0 to 5 on a series of standard questions. For the proposed Project Manager, there are twenty-six (26) questions that address functional performance, general performance in managing the project, and demonstrated personal management skills.

For each of the other five (5) proposed Key Project Team members, there are a total of eight (8) questions that address technical skills for the role for which the individual is proposed, and general professional skills.

The rating provided by the reference to each question will be translated directly into points, i.e., if the reference rates the Team Member "4" on a particular question, the Bidder will be awarded four (4) points for that question. After the conclusion of the call, the Evaluation Team members will discuss the reference's responses to validate they all had heard the same score from the reference for each of the question ratings.

Non-responsive References: The following procedures will be followed for references that are non-responsive:

- After two (2) attempts to contact the reference, SOS will notify Bidder of client's unresponsiveness;
- SOS will make one (1) more attempt to contact the reference. If the reference is still unresponsive two (2) business days after the third (3rd) attempt to contact, Bidder will receive zero (0) points for that reference, which may be factored into the average reference calculation and final score awarded.

c. CALCULATION OF RFP SCORE FOR PROPOSED STAFF REFERENCES

1) **Total Reference Points Calculation:** The total points from each reference for the Project Manager (one hundred thirty (130) points maximum for each reference) will be summed, then divided by the total number of Project Manager References checked to yield an average Project Manager Reference score. The maximum number of points for the Project Manager Reference Score is one hundred thirty (130).

   The total points from each reference for Key Staff other than the Project Manager (forty (40) points maximum for each reference) will be summed, then divided by the total number of references checked for proposed staff, and multiplied by two (2). The maximum number of reference points for the proposed staff other than the PM is eighty (80) (2 x 40 maximum points per reference).

   These two average scores will be summed to yield Total Reference Points.

2) **Calculation of the Percentage of Points Earned:** The total reference points (#1 above) will be divided by the total possible points two hundred ten (210), to determine the percentage of points earned Proposed Staff References.

$$\frac{\text{Total Reference Points}}{\text{Maximum Points Possible (210)}} = \text{\% of points earned}$$

3) **Calculation of RFP Score for Project Staff References**: The actual RFP score for Project Staff References will be calculated by multiplying the maximum possible score for Project Staff References one thousand (1000) by the percentage of earned points calculated in step 2 above.

(Maximum Possible Score) X (% of Points Earned) = RFP Score Awarded

11. ***Project Organization – A20 (Maximum Score = 1000)***

a. INTRODUCTION

Section V.3.C.N - Project Organization (Mandatory) of the RFP identifies requirement A20 – Project Organization. This Project Organization requirement is mandatory and Bidders must provide a narrative response to the requirement that addresses the criteria described in Section V.3.C.N.

The Evaluation Team will evaluate Bidder's response to the Project Organization requirement and determine a score for this category based on the depth and breadth of the Bidder's narrative description of the Project Organization, and the Evaluation Team's assessment of the probability that a Bidder's proposed approach will result in successful implementation at a perceived acceptable risk level.

b. EVALUATION PROCESS

For the response to the Project Organization requirement (A20), the Evaluation Team will award points using the criteria detailed in Table IX.21 – Criteria for Assigning Points in Evaluation of Project Organization below.

Table IX.21 –Criteria for Assigning Points in Evaluation of Project Organization (A20)

Percent of Points	Criteria
100%	**Meets all requirements** - The response is understandable, contains sufficient detail to evaluate the response completely, and meets all aspects of the evaluation criteria cited in Section V.3.C.N - Project Organization. Assigned roles are consistent with skill sets documented for proposed staff members in Exhibit V.6 – Staffing Experience Matrix and Exhibit V.7 – Bidder Staff Resume, and roles are assigned and discussed for all functions cited for the requirement in Section V.3.C.N - Project Organization. On-site staffing meets or exceeds SOS project needs and is logically consistent with the staff roles/responsibilities. The response gives a complete picture of the Bidder's proposed organization, with detailed staff role information.
70%	**Meets most requirements** – The response is understandable, contains sufficient detail to evaluate the response completely, and meets at least seventy percent 70% of the criteria described in Section V.3.C.N – Project Organization for the requirement. On-site staffing is consistent with the documented roles/responsibilities. Assigned roles are consistent with skill sets documented for proposed staff members in Exhibits V.6 – Staffing Experience Matrix and Exhibit V.7 – Bidder Staff Resume, and roles are assigned and discussed for all functions cited in for the requirement in Section V.3.C.N – Project Organization.

Percent of Points	Criteria
25%	**Partially meets requirements –** The response meets at least twenty-five percent (25%) of the criteria described for the requirement in Section V.3.C.N – Project Organization, but is not clearly understandable, lacks sufficient detail to evaluate, or demonstrates lack of understanding for up to seventy-five (75%) of the criteria. Or, the Bidder's description of organization and resource allocation is inconsistent with documented skill sets members in Exhibit V.6 – Staffing Experience Matrix or Exhibit V.7- Bidder Staff Resume for one (1) or two (2) proposed staff, or reflects on-site staffing insufficient to fulfill the team functions.
0%	**Does not meet requirements–** The response is not clearly understandable, lacks sufficient detail to evaluate the response, meets fewer than twenty-five percent (25%) of the evaluation criteria cited in Section V.3.C.N – Project Organization-for the requirement, or demonstrates a lack of understanding of the evaluation criteria, Or, the Bidder's description of organization and resource allocation is inconsistent with documented skill sets members in Exhibit V.6 – Staffing Experience Matrix or Exhibit V.7 – Staff Resume for three (3) or more proposed staff.

Calculation of RFP Score for Project Organization: The actual Proposal score for Project Organization will be calculated as the percentage score x one thousand (1000). For example, if a Bidder's response is evaluated at seventy percent (70%) (meets most requirements) the Bidder's RFP score awarded for this requirement will be seven hundred (700) points.

F. COST ASSESSMENT (Maximum Score = 6,000 points)

A maximum score of six thousand (6,000) is possible for the Cost Assessment portion of the evaluation. The Cost Proposals from all participating Bidders will not be opened until the Evaluation Team has completed the evaluation process for Project Management, Business and Technical Requirements. Only Bidders that are compliant in all previous evaluation areas and exceeding seventy percent (70%) of the maximum total score for those categories will continue in the evaluation process and have their Cost Proposals opened. Bidders may be awarded up to six thousand (6,000) points for their costs for the VoteCal System.

All participating Bidders and interested parties shall be notified as to the date and time when a public opening of Proposal costs will be conducted.

The cost assessment is a two-step process. In the first step the Cost Proposals will be opened and the Evaluation Team will validate all cost tables for accuracy (math errors) and to ensure all items identified in the Bidder's Proposal (i.e., deliverables) have been included in the Cost Tables.

Errors and inconsistencies will be dealt with according to procedures contained in Section II.D.8.d - Errors in the Final Proposal. Adjustments will be made for the purpose of evaluation in accordance with procedures described in RFP Section VII – Cost Tables and RFP Section II. Rules Governing Competition. Only those cost adjustments will be made for which a procedure is described in this RFP. When the cost table validation has been complete, the Cost Score for each Bidder's Final Proposal are determined by applying the math adjustments and calculating the final Total Cost for each Bidder.

In the second step of the cost assessment, the formula is applied to the adjusted total cost for a VoteCal System Final Cost Point total as follows.

Example Calculation of Bidder Score for Proposal Cost for the VoteCal System:

The maximum cost score achievable is six thousand (6,000).

$$\frac{\text{Lowest Final Cost Proposal x 6,000}}{\text{Bidder's Final Cost Proposal}} = \text{Bidder Final Cost Score}$$

Bidder Final Proposal Costs:

Bidder A	$1,100,000
Bidder B	$3,000,000
Bidder C	$2,040,000

Bidder A	(1,100,000 * 6,000)/1,100,000)	= 6,000 Cost Score
Bidder B	(1,100,000 * 6,000)/3,000,000)	= 2,200 Cost Score
Bidder C	(1,100,000 * 6,000)/2,040,000)	= 3,235 Cost Score

G. DETERMINATION OF WINNING PROPOSAL

1. Finalization of Final Proposal Points

All Bidder's points awarded for each area of the Evaluation are tallied to determine the total points awarded for each. The following Table IX.22 – Maximum Possible Score for Each Evaluation Area illustrates the maximum possible in each evaluation area.

Table IX.22 – Maximum Possible Score for Each Evaluation Area

Evaluation Area	Maximum Possible Score	
Preliminary Review (Pass/Fail)		
Administrative Requirements (Pass/Fail)		
Project Management, Business & Technical, and Bidder/Team Requirements		
Project Management Activities and Plans	3100	
Training	300	
Testing Plan	800	
Data Integration Plan	1000	
Technical Architecture	3000	
VoteCal System Business Requirements	Pass/Fail	
VoteCal Technical Requirements	Pass/Fail	
Bidder Qualifications and References		
Bidder Qualifications and References (Mandatory)	2300	
Bidder Qualifications and References (Desirable)	700	
Proposed Staff Qualifications for Key Staff		
Proposed Staff Qualifications (Mandatory)	Pass/Fail	
Proposed Staff Qualifications (Desirable)	800	
Proposed Staff References	1000	
Project Organization	1000	
TOTAL MAXIMUM SCORE: Project Mgmt., Business & Technical Requirements		**14,000**
Evaluation of Project Management, Business, Technical and Added Value Total Points (Numbers posted at Cost Opening)		
Cost Assessment		
VoteCal System Proposal Cost	6,000	
TOTAL POSSIBLE SCORE: Cost Assessment		**6,000**
TOTAL MAXIMUM SCORE:		**20,000**

2. ***Determination of the Small Business Preference***

The Small Business participation preference will be applied after the scores for cost have been calculated. Per Government Code, Section 14835, et seq., Bidders who qualify as a California

certified small business and Bidders that commit to using small business subcontractors for twenty-five percent (25%) or more of the value of the contract will be given a five percent (5%) preference for contract evaluation purposes only.

The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsible and responsive to the Proposal requirements. If after applying the small business preference a small business has the highest score, no further preferences would be applied as the small business cannot be displaced from the highest score position by application of any other preference.

The rules and regulations of this law, including the definition of a California-certified small business for the delivery of goods and services, are contained in the California Code of Regulations, Title 2, Section 1896, et seq. and can be viewed online at www.pd.dgs.ca.gov/smbus.

Table IX.23 Scoring Example with Small Business Preferences Applied illustrates how the Small Business preference would be applied. In the example, Bidder A initially has the most points. Bidder C is a California-certified small business. Bidder D is a non-small business that is using California-certified small businesses to perform work that amounts to twenty-five percent (25%) of the value of the contract. In this scenario, Bidder C earns the five percent (5%) small business preference, which is applied to the total "earned" points (accumulated technical, non-technical and cost points, prior to incentives and preferences). Bidder D earns the five percent (5%) small business preference, which is applied to the total "earned" points to yield the highest overall point total. In this example, Bidder C would be awarded the contract, because a small business cannot be displaced by any other preference, even though applying the small business preference to Bidder D would have given Bidder D the higher point total.

Table IX.23 - Scoring Example with Small Business Preferences Applied

	Bidder	A	B	C	D
1	Bidder Firm is a Small Business?	No	No	Yes	No
2	Proposal Meets Small Business Requirements?	No	No	Yes	Yes
3	Technical Requirement Points (Row 3)	268	255	245	248
4	Cost Points (row 4)	280	240	300	299
5	Non-Technical points (row 5)	0	0	0	0
6	The Bidder's Cost bid that has the total Combined Highest Cost and Non-Technical Points (Row 4 + Row 5) = Row 6 (300; in this case, Bidder C)	300	300	300	300
7	Total Points Score before any Incentives (Row 3 + Row 4 + Row 5) = Row 7	548	495	545	547
8	Small Business Preference - Highest points Bidder in Row 7 that is not a small business, times 5% = Row 8	0	0	(548 x.05) = 27.4	(548 x .05) =27.4
9	Total Points with Small Business Preference Applied (Row 7 + Row 8) = Row 9	548	495	572.4	574.4
10	Subtraction of Preference Points from Non-Small Businesses	0	0	0	27.4

	Bidder	A	B	C	D
11	Total Final Points with Small Business Preference Applied	548	495	572.4	547

In this example, Bidder D would appear to receive the award, but the law states that a California certified small business cannot be displaced by a large business, which receives preference points. Therefore, when you remove the small business preference points from, Bidder D, Bidder C, has the most points and will receive the award.

3. ***Determination of the DVBE Incentives***

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) is 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 the table 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 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 IX.24 – DVBE Point Scale illustrates the point allocation.

Table IX.24 DVBE Point Scale

Confirmed DVBE participation of:	DVBE Incentive:
5% or more	5% of 1,000 = 50
4% up to 4.99%	4% of 1,000 = 40
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

The DVBE incentive percentage is applied to points earned by the Bidder. For this RFP, the total available is twenty thousand (20,000) DVBE incentive points.

Table IX.25 - Example of Bidder Points with Small Business and DVBE Incentives and Preferences Applied illustrates how DVBE incentives and Small Business Preferences would be applied. In this example, Bidder B initially has the most points (16,530 total points). Bidder C is a California certified small business. Bidder D is a non-small business that is using California certified small businesses to perform work that amounts to twenty-five percent (25%) of the value of the contract. As a small business, Bidder C earns the five percent (5%) small business preference, which is applied to the total “earned” points (accumulated technical, non-technical and cost points, prior to

incentives and preferences). As a large business using California certified small businesses to perform work that amounts to twenty-five percent (25%) of the value of the contract, Bidder D earns the five percent (5%) small business preference which is applied to the total "earned" points also. Bidder D earns one thousand (1000) DVBE incentive points.

Table IX.25 Example of Bidder Points with Small Business and DVBE Incentives and Preferences Applied

#	Scoring Step	Bidder A	Bidder B	Bidder C	Bidder D
	Meets Small Business Requirement?	No	No	Yes	Yes
1	Technical Requirements Score	0	11295	10055	11455
2	Cost Points	0	5235	3590	3555
3	Non-Technical Points (none for this procurement)	0	0	0	0
4	The Bid that has the Total Combined Highest Cost and Non-Technical Points (row 3 + row 4)		X		
5	Total Points Score before any Incentives (row 2 + row 3 + row 4)	0	16,530	13,645	15,010
6	Small Business Preference ((highest points from row 7 that is not a small business) * 5%)	0	0	(16,530* 0.05) = 826.5	(16,530* 0.05) = 826.5
7	Total Points with Small Business Preference (row 6 + row 7)	0	16,530	14,471.5	15,836.5
8	DVBE Incentive	0	0	0	5%
9	DVBE Incentive Points from Table IX.27	0	0	0	1000
10	Total Points for Evaluation Purposes Only (row 8 + row 10)	0	16,530	14,471.5	16,836.5

In the example, Bidder D would have the highest number of points (16,836.5) and would receive the award.

4. Winning Proposal Summary

The evaluation process will determine which responsive Bidder Proposal has the highest combined score for the technical and administrative scored requirement, the cost and the preferences.

G. CONTRACT AWARD

The Contract award, if any, will be made to the responsive and responsible Bidder that best meets the State's needs.

EXHIBIT IX.1 – PRELIMINARY REVIEW FORM

The response package includes the following:

EXHIBIT IX.1 – PRELIMINARY REVIEW FORM	
Bidder Name:	
Received ten (10) copies of Volumes I and IV	Yes ☐ No ☐
Received ten (10) copies of Volumes II and III (Volume III validated at cost opening)	Yes ☐ No ☐
Received one (1) CD-ROM versions of Volumes I and III (Vol. III validated at cost opening)	Yes ☐ No ☐
Received by time and date specified in RFP	Yes ☐ No ☐
One (1) complete set of all volumes containing original signatures marked "**Master Copy**"	Yes ☐ No ☐
VOLUME I – RESPONSE TO REQUIREMENTS	
Section 1: Cover Letter	Yes ☐ No ☐
• A statement to the effect that the Proposal is a firm's binding offer, good for 180 days from contract award date.	Yes ☐ No ☐
• A statement that the Bidder commits to meeting all requirements of the RFP.	Yes ☐ No ☐
• A statement indicating that the Bidder has available staff with the appropriate skills to complete performance under the Contract for all services and providing all deliverables as described in this RFP.	Yes ☐ No ☐
A statement accepting full Prime Contractor responsibility for coordinating, controlling, and delivering all aspects of the Contract and any subcontractors on their team.	Yes ☐ No ☐
Section 2: Executive Summary	Yes ☐ No ☐
Section 3: Response to the Administrative Requirements (Section V)	Yes ☐ No ☐
• Signed Confidentiality Statement for Bidder Firm (Mandatory)* (Requirement A1) *If not previously received as tracked by DGS Procurement Analyst, signed Exhibit **V.1 (Confidentiality Statement for the Bidder Firm)**.	Yes ☐ No ☐
• General Liability Insurance Certificate (Mandatory) (Requirement A2) Statement indicating Bidder agrees to provide the required general liability insurance	Yes ☐ No ☐
• Workers Compensation Liability Insurance Certificate (Mandatory) (Requirement A3) **Completed Exhibit V.3 (Workers' Compensation Insurance Certification)**	Yes ☐ No ☐

EXHIBIT IX.1 – PRELIMINARY REVIEW FORM	
• Subcontractor List (Mandatory) (Requirement A6) **Exhibit V.2- Subcontractor List** Must be at least one, even if no subcontractors will be used (one form must so indicate)	Yes ☐ No ☐
• Letter of Credit Intent (Mandatory) (Requirement A7) 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 redacted	Yes ☐ No ☐
• California Certificate of Good Standing for Bidder and all qualifying Subcontractors (Requirement A15)	Yes ☐ No ☐
• Fully executed copy of the Standard Form 204 – Payee Data Record for Bidder and all qualifying Subcontractors (Requirement A16)	Yes ☐ No ☐
• Data to support that the solution proposed meets the Productive Use requirements (Requirement A17)	Yes ☐ No ☐
• DBVE Participation (Mandatory) (Requirement A18)	Yes ☐ No ☐
• Small Business Preference Exhibit V.4 – Small Business Preference (Requirement A19)	Yes ☐ No ☐
• Optional Preference Claims (if applicable) TACPA Preference Claimed? Yes ☐ No ☐ EZA Preference Claimed? Yes ☐ No ☐ LAMBRA Preference Claimed? Yes ☐ No ☐	Yes ☐ No ☐
Section 4: Response to the Business and Technical Requirements RFP Section VI	Yes ☐ No ☐
• Project Management Activities and Plans (Requirement P1 – P11)	Yes ☐ No ☐
• Business Functional Requirements	Yes ☐ No ☐
• Technical Requirements	Yes ☐ No ☐
Section 5: Response to the Project Team Experience Requirements RFP Section V	Yes ☐ No ☐
• Bidder Qualifications and References (Mandatory) (Requirement A9) Mandatory 3 completed & signed **Exhibit V.5.a** forms supplied	Yes ☐ No ☐
• Bidder Qualifications and References (Desirable) (Requirement A10) Confirm a possible but not necessary 4th completed & signed **Exhibit V.5.b** form supplied)	Yes ☐ No ☐

EXHIBIT IX.1 – PRELIMINARY REVIEW FORM	
• Proposed Staff Experience (Mandatory) (Requirement A11) Confirm six (6) completed **Exhibit V.6 (Staffing Experience Matrix)** and **Exhibit V.7 (Bidder Staff Resume)** forms received in response to this mandatory requirement. .One completed set for each of following six (6) Key Staff Roles: **1. Project Manager** **2. Business Lead** **3. Technical Lead** **4. Development Lead** **5. Testing Lead** **6. Data Integration Lead**	Yes ☐ No ☐
VOLUME I – RESPONSE TO REQUIREMENTS (CONTINUED)	
• Proposed Staff Experience (Desirable) (Requirement A12) Confirm that the **Exhibit V.6 (Staffing Experience Matrix)** and **Exhibit V.7 (Bidder Staff Resume)** forms received (for requirement A11, above) for the following Key Staff roles specifying the requisite desirable requirements are met: Project Manager, Business Lead, Technical Lead and Development Lead.	Yes ☐ No ☐
• Proposed Project Organization (Mandatory) (Requirement A20) The Bidder's Project Staffing Overview includes 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, the specific deliverables to which each key staff will contribute and other required information.	Yes ☐ No ☐
VOLUME II – COMPLETED CONTRACT	
This volume must contain a completed contract. Submission of a contract with SOS unapproved modifications may cause the Final Proposal to be deemed non-responsive.	Yes ☐ No ☐
VOLUME III – COST DATA	
Cost Proposal is submitted in a separate and sealed envelope.	Yes ☐ No ☐
VOLUME IV – LITERATURE	
This volume will contain all technical and other reference literature necessary to support the responses to the requirements of this RFP (i.e., product "glossy" brochures, equipment technical specification brochures, technical or user manuals that may be advertised in response to the requirements, and other advertising materials). Literature must be tabbed, page numbered, indexed, and properly annotated so SOS can readily verify compliance with the stated requirements. Any references to cost figures in the literature must be replaced with "XXXX".	Yes ☐ No ☐

COMMENTS: _____

_____

_____

_____

Exhibit IX.2 – Bidder Reference Form – Client Telephone Reference Questionnaire

Bidder Reference Form (Requirements A9 and A10)		
Bidder Name:	***Firm/Sub-Contractor Name:***	
Scheduled date and time of attempted contact(s):	Contact #1 Contact #2 Contact #3	
Time of contact interview:	Start:	End Time:
Ratings on Indicators of Project Success		
On a scale of 0 to 10 (where 10=Very Satisfied, 5 = Satisfied, 0 = Not Satisfied), select a number that best describes your level of satisfaction on the following topics. You may select any number between 0 and 10, inclusive.	***Points***	***Comments***
1. How satisfied were you with the business subject matter expertise of the firm's implementation team?		
2. How satisfied were you with the technical expertise of the firm's implementation team?		
3. How satisfied were you with the firm's responsiveness to your organization's needs and concerns?		
4. How satisfied were you with the firm's management of project schedule and scope?		
5. How accurate and effective were the firm's processes for managing risks, issues, and changes?		
6. How effective was the firm's management of communications, both with internal stakeholders and external stakeholders?		
7. How effective was the firm's management of product quality; for example, management of product testing and quality assurance processes?		
8. How satisfied were you with the firm's overall implementation and deployment approach?		
9. How satisfied are you with overall system usability, including features and help functions?		
10. How well does the system meet your performance requirements; for example, requirements concerning responsiveness and batch processing windows?		
11. How satisfied are you with the reliability of the system; for example, system availability and frequency of unscheduled outages?		
12. How satisfied are you with the firm's systems and operations documentation?		

Bidder Reference Form (Requirements A9 and A10)		
Bidder Name:	***Firm/Sub-Contractor Name:***	
13. How satisfied are you with the timeliness and effectiveness of product service and support provided by the firm; for example, responses to questions, problem resolution, and bug fixes?		
14. How satisfied are you with the ability to easily adapt the delivered system to changing business requirements?		

Evaluation of Overall Success

1. Schedule Performance
Choose the one option that best describes the actual completion of the Contractor's work on the project, relative to the scheduled completion date:

___ Completed early, on time, or late by less than 25%
___ Completed late by at least 25% but less than 50%
___ Completed late by 50% or more

If the project was late by 25% or more, which of the following 3 options best describes who was responsible for late completion? (choose ONE)

___Contractor Firm only ___Customer only ___Both Contractor Firm and Customer

2. Cost Performance

Choose the one option that best describes the actual cost of the Contractor's work on the project, relative to the approved budget:

__ Completed within or under budget, or over budget by less than 25%
__ Completed over budget by at least 25% but less than 50%
__ Completed over budget by 50% or more

If the project was over budget by 25% or more, which of the following 3 options best describes who was responsible for exceeding the budget? (choose ONE)

___Contractor Firm only ___Customer only ___Both Contractor Firm and Customer

3. Achievement of Project Requirements

Choose the ONE option that best describes the extent to which the delivered system met goals and requirements:
__ System fully met or exceeded all business and technical requirements
__ System met all critical business and technical requirements
__ System did not meet all critical business and technical requirements

If the system did not fully meet or exceed all requirements, which of the following 3 options best who was responsible for deviations? (choose ONE)

___Contractor Firm only ___Customer only ___Both Contractor Firm and Customer

Bidder Reference Form (Requirements A9 and A10)	
Bidder Name:	***Firm/Sub-Contractor Name:***

4. System Deployment

Choose the ONE option that best describes the extent to which actual system deployment met your organization's expectations:
__ System deployment fully met or exceeded all expectations related to schedule, scope and resources
__ System deployment met all critical expectations related to schedule, scope and resources
__ System deployment did not meet all critical expectations related to schedule, scope and resources

If deployment did not fully meet all expectations, which of the following 3 options best describes who was responsible deviations from expectations? (choose ONE)

__Contractor Firm only __Customer only __Both Contractor Firm and Customer

5. Deployed System Quality

Check the ONE option that best describes the quality of the deployed system. For the purposes of this question, "deployed system" means the system in full production use or in a pilot phase in which at least some user communities are using it in a production mode. A "workaround" is defined as a policy, procedural and/or technical action that is external to the system and undertaken to address a system bug or error on either a temporary or a long-term basis.

__ There were only cosmetic deficiencies or minor deficiencies that did not impact system functionality, and each deficiency was corrected or could be corrected by a system fix.
__ There were minor deficiencies that did not impact the system's critical business or technical functionality, and each deficiency was corrected or could be corrected by a system fix.
__ There were significant deficiencies that impacted critical business and/or technical functionality, and each significant deficiency was corrected or could be corrected by a system fix.
__ There were significant deficiencies that impacted critical business and/or technical functionality, and at least one of these significant deficiencies was addressed or must be addressed by a workaround (a system fix was or would not be feasible).
__ There were significant deficiencies that impacted critical business and/or technical functionality, and at least one of these significant deficiencies could not be addressed by either a system fix or a workaround.

Comments:

Exhibit IX.3 – Reference Check Questionnaire for Proposed Project Manager

Project Manager Reference Check Form		
Bidder Name:	***Project Mgr Name:***	
General Project Profile of Reference		
Contact Name:		
Title:		
City, State, Zip:		
Phone:		
Scheduled date and time of attempted contact(s):	Contact #1 Contact #2 Contact #3	
Time of contact interview:	Start: End Time:	
Was the total one-time cost for this project over $20 million?	___Yes ___No	
Was the Client for this project an agency of the State of California?	___Yes ___No	
Project Role		
What was this person's role on the Project		
Indicate the Start and End dates of that role	***Start Date:*** ***End Date:***	
The VoteCal evaluation team will verify the specific experience qualifications and dates for each qualification on the submitted Exhibit V.6 Staffing Experience Matrix. In the right-hand cell, they will note any area in which reference's report of existence or duration of experience for this project differs from submitted Exhibit V.6.	***Differences from Exhibit V.6:***	
On a Scale of 0-5 (5 being the highest & 0 being the lowest score or "not applicable"), rate the following:	***Rating***	***Comments***
Functional Performance		
• Project Management Plan preparation		
• Project Schedule Management		
• Project Reporting		
• Project Budget and cost control		

Project Manager Reference Check Form		
Bidder Name:	***Project Mgr Name:***	
• Risk & Issue Management		
• Deliverables Management		
• Quality Assurance		
• Change Control Process		
• System Documentation		
• Design Cycle		
• Development Cycle		
• Testing & Implementation Cycle		
• Product support and help desk functions		
• Training		
• Data conversion/integration		
General Ability to Manage a Project		
Rate the PM's success in managing and controlling project scope		
Rate the PM's success in controlling project costs		
Rate the PM's success in controlling the project schedule		
Rate the likelihood you would hire this person in this capacity for future projects		
Personal Management Skills		
Rate the extent to which the PM demonstrated personal management skills in the following areas:		
• Written Communications		
• Verbal communications		
• Meeting planning & facilitation		

Project Manager Reference Check Form		
Bidder Name:	***Project Mgr Name:***	
• Organization		
• Customer service and responsiveness		
• Leadership & personnel management		
• Follow through		
Other comments/questions		
Total Points for PM Reference Check		

Exhibit IX.4 – Reference Check Questionnaire for Proposed Staff

Proposed Staff Reference Check Form		
Bidder Name:	***Team Member Name:***	
General Project Profile of Reference		
Contact Name:		
Title:		
City, State, Zip:		
Phone:		
Scheduled date and time of attempted contact(s):	Contact #1 Contact #2 Contact #3	
Time of contact interview:	Start: End Time:	
Project Role		
What was this person's role on the Project? (Function? In a lead position?)		
Was the one-time cost for this project greater than $25 million?	____***Yes*** _____***No***	
Indicate the Start and End dates of that role	***Start:*** ***End:***	
The VoteCal evaluation team will verify the specific experience qualifications and dates for each qualification on the submitted Exhibit V.6 Staffing Experience Matrix. In the right-hand cell, they will note any area in which reference's report of existence or duration of experience for this project differs from submitted Exhibit V.6	***Differences from Exhibit V.6:***	
On a Scale of 1-5 (5 being the highest & 1 being the lowest score), rate the following:	***Rating***	***Comments***
Rate the extent to which the person demonstrated skills in the following areas:		
• Technical skills demonstrated for the role assigned		
• Performance (timeliness, quality, completeness) for the role assigned		

Proposed Staff Reference Check Form		
• Written & Verbal Communications		
• Organization		
• Customer service and responsiveness		
• Leadership & supervisory skills		
• Follow-through		
• The likelihood you would hire this person in this capacity for future projects		
Other comments/questions		

SECTION X - DEMONSTRATION OF REQUIREMENTS

A. GENERAL

The demonstration is intended to afford the State the ability to verify the claims made by the Bidder in response to the requirements, corroborate the evaluation of the bid, and confirm that the software proposed are actually in operation. SOS may request that a Bidder demonstrate any business functional requirement identified as currently available. Bidders must be prepared to demonstrate any requirement that they have indicated to be existing functionality either in their proposed solution, or a third-party product they are including as part of their solution. If the State requires a demonstration, the Bidder will be notified by the Procurement Official listed in Section I.D. – Procurement Official.

B. PREPARATION

The Bidder must provide or make all necessary arrangements for the demonstration at no cost to the State. All demonstrations will be conducted at the SOS Sacramento Office location. Approximately ten (10) State personnel may attend the demonstration.

The demonstration must be performed in substantial accordance with the requirements specified below in Section C.

C. REQUIREMENTS

Any business functional requirement identified as currently available may be requested to demonstrate. Bidders should be prepared for this request. SOS has the final decision as to whether or not the Bidder demonstrated the requirement.

BIDDERS FOUND TO HAVE A MATERIAL DEVIATION IN RESPONSE TO A REQUIREMENT IN SECTION V OR VI WILL NOT BE INVITED TO THE DEMONSTRATION.

ATTACHMENT 1,

APPENDIX A – STATE CONTRACT

STATE OF CALIFORNIA
STANDARD
STD. 213 (NEW 06/03)

STANDARD AGREEMENT

AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below
   STATE AGENCY'S NAME
   Secretary of State
   CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount of this Agreement is: **$**

4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

Attachment 1 – Statement of Work (with all exhibits)
Attachment 2 – IT General Provisions
Attachment 3 – IT Purchase Special Provisions (2/08/2007)
Attachment 4 – IT Maintenance Special Provisions (1/21/2003)
Attachment 5 – IT Personal Services Special Provisions (2/8/2007)
Attachment 6 – Secretary of State Special Provisions (10/29/2010)
Attachment 7 –Volume III (Cost Tables) of Contractor's Response
Attachment 8 – RFP Sections IV, V and VI
Attachment 9 – Contractor's Response to RFP
Glossary of Terms and Acronyms

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		**CALIFORNIA Department of General Services** Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*		
BY *(Authorized Signature)*	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		

BY (Authorized Signature)	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	

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 or State) Statewide Voter Registration System Project (VoteCal); it also establishes responsibilities for completing these tasks. The Contractor is responsible for performing all tasks including without limitation producing all Deliverables, and providing all Services described in this SOW and its Exhibits in the manner and according to the Specifications and the schedules and dependencies stated in the Project Management Plan (PMP) and Integrated Project Schedule (IPS) (as defined below) that have received Acceptance from SOS. The SOS team is responsible for providing information, data, documentation, and test data to facilitate the Contractor's performing its tasks, including without limitation producing Deliverables and providing Services, and to provide such additional support as specifically put forth in this SOW.

(b) The Contractor Deliverables identified for this fixed price Contract are described in Attachment 1, Exhibit 2 - Tasks and Deliverables.

(c) For additional work, which is not foreseen at the time this Contract is executed, Work Authorizations (Exhibit I) will define and authorize such work pursuant to Section 7 of this SOW. A Work Authorization shall not result in a purchase order for purposes of Attachment 2, Provision 26 – Limitation of Liability (i.e., Work Authorizations result in contract amendments which are then included in the Purchase Price).

(d) All Contractor Commercial Proprietary Software, other Pre-Existing Materials, and Third-Party Software components included in the VoteCal System must be fully supported by their licensors in accordance with maintenance agreement terms of such licensors at the time this Agreement completes at the end of Phase VII – First Year Operations and Close-Out (see the description of Deliverable VII.5, Complete Contract Implementation Close-out in Attachment 1, Exhibit 2, Section E – First Year Operations and Close-out). Further, the Contractor is responsible for ensuring that the licensor provides such support from the time the Contract is awarded to the Contractor throughout the term that the Contractor provides Maintenance and Operations Services. Any Software upgrades or other changes necessary to continue receiving the licensor's maintenance services for the Contractor Commercial Proprietary and Third-Party Software will be made by the Contractor without additional cost to SOS.

(e) All software development tools proposed for use in developing and implementing the VoteCal System must be fully supported by their manufacturer in accordance with the maintenance agreement terms of such manufacturer at the end of Phase VII – First Year Operations and Close-out. Further, the Contractor is responsible for ensuring that the manufacturer provides such support from the time the Contract is awarded to the Contractor throughout the term that the Contractor provides Maintenance and Operations Services. Any Software upgrades or other changes necessary to continue receiving the manufacturer's maintenance services for such Software development tools will be made by the Contractor without additional cost to SOS.

(f) All VoteCal System hardware components must be fully supported by their manufacturer at the end of Phase VII – First Year Operations and Close-out. Further, the Contractor is responsible for ensuring that the manufacturer provides such support from the time the Contract is awarded to the Contractor throughout Phase VII – First Year Operations and Close-out. Any Hardware maintenance or other changes necessary to continue receiving the manufacturer's maintenance services for such Hardware will be made by the Contractor without additional cost to SOS.

2. Term of Contract

The term of this Contract shall begin on the Effective Date and continue through Phase VII – First Year Operations and Close-out, which includes the Warranty Period that shall be concurrent with one (1) year of Maintenance and Operations Services, subject to earlier termination as provided in the Contract. Additionally, SOS may execute five (5) one-year options for Hardware Maintenance and Operations and one (1) five-year option for Software Maintenance and Operations. The State may, at its sole option, choose to exercise the extensions to the Maintenance and Operations Services for the Services described in Attachment 1, Exhibit 4 – Hardware Maintenance and Operations and Help Desk Service Levels and Attachment 1, Exhibit 5 – Application Software Maintenance and Operations Services and Help Desk Service Levels and at the price identified in Cost Table VII.2 - VoteCal System 5-Year Optional Hardware Maintenance and Operations Costs and Cost Table VII.3 - VoteCal System Software Support Costs.

3. 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 Attachment 1, Exhibit 2 – Tasks and Deliverables and further defined Project Management Plan (PMP) and Integrated Project Schedule (IPS) (as defined below). Each Contractor Deliverable will be considered complete only after formal review 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 (see Section 10 - Inspection, Acceptance and Rejection of Contractor Deliverables). Each Contractor task, including but not limited to the Services will be considered complete only after formal review and confirmation in writing by the SOS Project Director that the task has been performed as required in the Contract.

(b) The fixed price listed in this Contract shall provide for all Contractor tasks, including but not limited to the Deliverables, as defined in Attachment 1, Exhibit 2 – Tasks and Deliverables and as more fully specified in:

1. The Project Management Plan (PMP) Deliverable, which defines the technical and managerial Project functions, processes, activities, tasks, and schedules necessary to satisfy the Project requirements and produce required Contractor Deliverables and which must receive SOS's Acceptance to be effective. Contractor's PMP Deliverable shall be developed based upon the Final Proposal's PMP and shall be submitted for SOS review and Acceptance within 30 calendar days of the Effective Date of this Contract.

2. The Integrated Project Schedule (IPS), which specifies the planned tasks, milestones, estimated completion dates, resource assignments, and dependencies between tasks and which is effective only after it receives SOS Acceptance. In collaboration with the VoteCal Project Manager (or designees), the Contractor develops the IPS based upon the draft IPS in Final Proposal (included in the Final Proposal's Schedule Management Plan) within ninety (90) calendar days of the Effective Date. The updated and Accepted IPS identifies major activities the Contractor must undertake to complete its Deliverables and to deliver required Services in a timely manner. The IPS also identifies all activities that other contractors and SOS staff must perform in order for the Contractor to complete its required activities and Deliverables as described in this Attachment 1 and in Attachment 1, Exhibit 2 – Tasks and Deliverables. While the IPS is initially included in the Final Proposal's Schedule Management Plan, it is delivered and maintained as a separate Deliverable independent of the Schedule Management Plan for the term of the Contract.

(c) The Contractor shall cooperate with any third-party contracted by the State to provide additional project support services.

(d) The Contractor will package (draft and final copies) and deliver paper copies of all project documentation, Deliverables, and other materials for deposit into the Project Library.

(e) The Contractor will work directly with the State to help State determine changes that will be required to existing State and other systems to support the Project and operate with the System in accordance with applicable Specifications.

(f) The Contractor must store all non-software project artifacts in the project's Microsoft SharePoint project library or other Project library repositories as specified by the State.

(g) The services provided by Contractor to accomplish the SOW shall be under the control, management, and supervision of Contractor, including Services provided by any subcontractors and off-site Contractor staff (if applicable).

4. Contractor Personnel

(a) Contractor shall make available personnel as specified in its Final Proposal for the purpose of performing tasks, including providing the Services, required in Attachment 1, Exhibit 2 – Tasks and Deliverables and further defined in the SOS-approved PMP and IPS.

(b) SOS requires that Contractor analysis, design, development, testing, and training development activities be performed exclusively within Sacramento County. The staff filling the Contractor's six (6) Key Staff Roles, which include the Contractor's Project Manager, Business Lead, Technical Lead, Development Lead, Testing Lead, and Data Integration Lead, must work exclusively at the SOS' Sacramento office. No tasks shall be performed offshore. If Contractor identifies potential tasks that Contractor staff filling any of the Key Staff Roles could accomplish 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 to the SOS Project Director at least ten (10) State business days prior to the date that the Contractor proposes such off-site work begin and contingent on SOS Project Director written approval of the request before work begins. However, Contractor must make these off-site staff available to work at SOS headquarters at SOS's request and at Contractor's expense.

(c) The Contractor must commit to the continuing availability and participation of the staff filling six (6) Key Staff Roles, to the extent of the Contractor's control, for the duration of the Project or for their proposed period of involvement (as defined in the SOS-approved PMP, IPS and Final Proposal).

(d) If staff submitted by the Contractor for the Contract is unable to participate in this Contract at any time, they must be replaced with comparably qualified staff who meets the minimum RFP qualifications within twenty-eight (28) State business days. The Contractor may request changes to staff (either replacement or additional staff) by submitting a written request to the SOS Project Director. The request must include customer references and a current resume for each replacement staff. The SOS may, at its sole discretion, request additional information to substantiate whether the replacement staff is in compliance with the RFP requirements. Within ten (10) State business days after receipt of the request or additional information, the SOS Project Director will respond, in writing, indicating approval or rejection of the proposed replacement staff. The SOS Project Director must approve replacement staff in writing before they begin work on the project.

(e) If any of the proposed replacement staff are rejected and a qualified replacement is not provided to SOS for approval within 20 State business days of the rejection, the Contractor will be in material breach of the Contract unless SOS provides an extension in writing before the deadline is exceeded. The SOS shall not compensate the Contractor for any time or effort required to prepare a new staff member for performing tasks on the Project.

(f) The SOS reserves the right in its sole discretion to require the Contractor to replace any assigned staff at any time, subject to compliance with applicable law. The SOS will notify the Contractor in writing when exercising that right. The Contractor, no later than thirty (30) State business days of such notification, shall provide a replacement candidate that meets or exceeds the requirement as defined in this RFP.

(g) Except in the case of a leave of absence, sickness, death, termination or resignation of employment or association, or other circumstances outside the reasonable control of Contractor, the individuals assigned as Key Staff in Contractor's Final Proposal shall not be removed by Contractor from performing their assigned tasks during the period of performance for each such individual as described in Contractor's Final Proposal without the prior written approval of State. SOS recognizes that a resignation or other events may cause Contractor Project team members to be unavailable. The SOS Project Director reserves the right to approve or deny all Contractors' proposed replacement project team members. Any proposed replacement staff must have the same or higher-level skills and experience as those requirements stated in the RFP. Contractor must request approval of replacement staff from the SOS Project Director in writing at least ten (10) State business days before they are scheduled to begin work on the project and replacement staff shall not start on the Project without the SOS Project Director's written approval. The SOS reserves the right to disapprove additional staff before they start on the project.

(h) The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State; however, advance notice of a contemplated change and the reasons for such change must be made to the State no less than seven (7) State business days prior to the existing Subcontractor's termination. If this should occur, the Contractor should be aware that the SOS Project Director 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 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 of the Subcontractor's successful performance operating in a role(s) comparable to the role(s) the Subcontractor is intended to fill under this Contract. 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.

(i) 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 Director.

(j) The Contractor must provide staff to support required project roles, work activities, and management of their respective teams based on this SOW.

5. Work Standards

Contractor staff and Subcontractors shall adhere to the following work standards for the Project:

(a) Contractor will use Microsoft Office 2003 and Microsoft Project 2007 or such other standard programs designated by the SOS. Contractor shall upgrade commercial software versions at no cost to the State to remain compatible with the SOS' systems.

(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 IPS 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). If the electronic version of a Contractor's Project record or Documentation work product is created by or stored in a product or tool that SOS does not own or have access to, then, either: i) SOS and the Contractor will identify an alternate electronic format that is acceptable to both parities that will used by the Contractor to store an electronic copy of the particular Project record or Documentation work product; or, ii) if an alternative electronic format cannot be identified or agreed to, the Contractor will maintain a paper copy of the Project record or Documentation work product in the SOS Project Library.

(f) The Contractor must comply with project management industry standards (e.g., PMBOK) and IEEE when designated in writing by the SOS.

6. Responsibilities of SOS

(a) The SOS Project Director will oversee and manage this Contract. The SOS Project Director will work with the Contractor to facilitate successful completion of Contractor's obligations, will review and have authority to provide Acceptance of Deliverables in accordance with Contract terms, will accept staffing changes, and will work to resolve Contract issues.

(b) The SOS Project Director will be responsible for the overall management of the project Governance Structure that includes an ESC and Project Management Office (PMO), and serves as the primary contact for each.

(c) The SOS will maintain a comprehensive Project office to: provide SOS Project Managers to support the Project infrastructure to provide day-to-day project management for the SOS VoteCal Project; and to manage project operations, including Project staffing changes, budget/fiscal controls, Contract management, State reporting, and recruitment.

(d) The SOS will be responsible for the delivery of Project communications.

(e) The SOS will serve as the representative of the Project in meetings, presentations, and other contexts for the Project.

(f) The SOS will provide knowledge of relevant State processes, policies, and regulations not related to voter registration.

(g) The SOS will administer and maintain the Project library for deposit of Project Deliverables and other documents. The Project library will be comprised of both hard copy and electronic documents.

(h) The State will continue to support its existing legacy systems as provided in the PMP.

(i) For work performed at SOS premises, SOS shall provide the following work environment, after all onsite Contractor and subcontractor personnel agree in writing to SOS and State acceptable use policies.

(j) Up to six (6) contractor workstations and work space for up to 12 Contractor staff; and, access to printers, copiers, telephone, and desktop computers with approved SOS applications.

(k) Should Contractor wish to have more than six (6) workstations connected to the SOS network, Contractor will reimburse SOS for its acquisition and installation of additional workstations and software.

(l) 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 tasks. The SOS Project Director or designee shall provide additional assistance and services as specifically set forth in Attachment 1, Exhibit 2 - Tasks and Deliverables.

(m) The SOS Project Director (or designee) shall manage 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 by Contractor.

(n) At the end of Phase VII – First Year Operations and Close-out, SOS shall assume primary responsibility for maintaining and operating the VoteCal System without Contractor support unless the SOS exercises the optional maintenance and operations terms as described in Attachment 1, Section 2 – Term of Contract.

7. Unanticipated Tasks

(a) The Contractor will include all Hardware and Software necessary to provide the functionality and performance specified in the Specifications. Any additional Software and Hardware not included in the Proposal, but determined necessary or required to meet Contract requirements and functionality and performance Specifications will be acquired at the sole expense of the Contractor and will become the property of the SOS once delivered, installed and after having received Acceptance. SOS will only reimburse the Contractor for Hardware and Software components specifically included in the cost exhibit in the Proposal, unless the additional components are required to implement an approved change request, which will result in a Work Authorization, as provided below.

(b) If additional work must be performed that was wholly unanticipated and was not identified in either the RFP or Contractor's Proposal, but which, in the opinion of the SOS, is necessary to the accomplishment of the general scope of work in the Contract, the following procedures will be employed. At SOS's sole option and subject to SOS approvals and procedures as described in this Section 7 – Unanticipated Tasks, the Contract amount may be changed to add funding for unanticipated tasks. Unanticipated tasks, if approved by SOS, will be authorized through Work Authorizations and amendment to this Contract, as described in this Section 7. **The Bidder's Proposal shall not include description of unanticipated tasks, and shall not include costs for unanticipated tasks.**

(c) For each item of unanticipated work, the VoteCal Change Control Process will be used (see Section 8 – Change Control Procedures). When the Change Control Request from this process is approved by SOS, a Work Authorization will be prepared by the Contractor in accordance with the sample in Attachment 1, Exhibit I – Sample Work Authorization. All Contractor rates have been established by Contractor staff classification in Cost Table VII.6 - Contractor Staff Hourly Rates. Unless otherwise agreed by both parties in writing, the Contractor Work Authorization will specify a fixed price for the delivery and Acceptance of the change.

(d) 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 Contract.

(e) Each Work Authorization shall be prepared in accordance with Attachment 1, Exhibit 1 - Sample Work Authorization.

(f) 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
5. The cost of the work to be performed to address the Work Authorization

(g) If, while performing the work required to address a Work Authorization to be performed under this Contract and which was accepted as an estimated number of labor hours rather than a fixed price for the Deliverable, the Contractor determines that the required work cannot be completed within the estimated labor hours, Contractor will immediately notify SOS in writing about this determination and relay the Contractor's labor hours already expended to address the Work Authorization (if any) as the time of notification and the Contractor's estimate of the additional labor hours and additional cost that will be required to complete the Work Authorization in full. Upon receipt of such notification, SOS may in its sole discretion elect to:

1. Authorize Contractor to expend the estimated additional labor hours in excess of the original estimate necessary to accomplish the Work Authorization ; 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; or
4. Provide Acceptance for the work provided and set-off from the cost previously agreed upon for the work to the extent determined to be appropriate by the SOS.

(h) Contractor shall not initiate work effort for Work Authorizations until authorized in writing by SOS and is included in an amendment to the Contract.

8. 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 agree as to whether to 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 Change Request (CR) prepared pursuant to the Change Control Plan will be the vehicle for communicating change.
- 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.
- 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.

9. Problem Escalation

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

10. Inspection, Acceptance and Rejection of Contractor Deliverables

The following provisions take precedence over Attachment 2 – IT General Provisions, Provision 16 – Inspection, Acceptance and Rejection:

(a) Acceptance

1. Acceptance of the VoteCal System will be governed by this SOW. Acceptance of the VoteCal System shall be conditioned upon the description of Full System Acceptance defined in Attachment 1 – SOW, Section 10(e).
2. All Deliverables shall be subject to SOS's Acceptance, including without limitation Deliverables provided pursuant to the Deliverables described in Attachment 1, Exhibit 2 – Tasks and Deliverables, Work Authorizations, System Change Requests and Technical Service Requests.
3. At the SOS's request, Contractor shall provide a walk-through of a Deliverable prior to delivery or Acceptance thereof, notwithstanding the absence of a requirement as such in a DED.

(b) Contractor Formal Transmittal of Deliverables

1. Contractor shall submit for review and approval a formal transmittal letter from Contractor's Project Manager addressed to the SOS Project Director (or designee) for each Deliverable. 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.

2. Each Deliverable submitted to the SOS Project Director for review and Acceptance shall have a Deliverable Certification Cover Letter from the Contractor. The Deliverable Certification 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 Deliverable Certification 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 Contractor's organization.

(c) General Delivery and Review Process

1. Contractor shall provide SOS with the Deliverables and Services on or before the applicable delivery dates in the PMP and IPS, as mutually agreed upon in writing and described in this Contract. Contractor shall utilize the Specifications, the DEDs, the IPS, PMP, the RFP, the Proposal, the Deliverables for which SOS has previously granted Acceptance, Contractor's professional knowledge, and this Contract as the basis of subsequent Deliverables and Services.

2. Upon delivery of a Deliverable and receipt of the Deliverable Certification Cover Letter from Contractor, SOS will, with Contractor's assistance, perform Acceptance Tests on the Deliverable to determine whether the Deliverable conforms to its Acceptance Criteria.

3. The SOS's testing time for Software Deliverables shall be as documented in the DED, IPS, and PMP but will be at least ten (10) State business days, without requiring SOS's concurrent review of multiple Deliverables. The SOS shall notify Contractor of Deficiencies that the SOS requires the Contractor to remedy, and the Contractor shall correct the Software Deliverable Deficiencies within five (5) State business days of receiving notice from the SOS. SOS may, at its discretion, allow a period longer than five (5) State business days in consideration of the scope of the change required to address the Deliverable Deficiencies.

4. 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 ten (10) State business days for review, comment and approval on a Deliverable. Deliverables that are more complex and/or over 100 pages will require a minimum of 20 State business days. Changes to these review times shall be discussed during the DED review period and mutually agreed upon by both parties.

5. When the Contractor completes correcting a Deliverable to address the State's documented Deficiencies and re-submits the revised Deliverable to the State, the State's testing time for the re-submitted Deliverable will be the same number of business days specified for review of the originally submitted Deliverable. If the State identifies new or remaining Deficiencies in a resubmitted Deliverable, these Deficiencies shall be communicated to the Contractor in a written notification and subsequent Contractor and SOS actions (and the number of State business days allowed for each) action proceed in the same sequence as described for the first time the Contractor submits until the Deliverable is approved.

6. Deliverable Acceptance will be based upon the following:

   (i) The Deliverable will conform to and operate in accordance with all applicable Acceptance Criteria.

   (ii) Deliverable documents will be comprehensive in level of detail and quality as defined in this SOW and the applicable DED.

   (iii) Deliverable documents will be organized in a structured manner and be professional in presentation.

   (iv) Deliverable documents will be consistent in style and quality. This means if a Deliverable document is the composite work of many people within the Contractor's organization, the Contractor is responsible for making any edits necessary to ensure the Deliverable document delivered to SOS is of a consistent style and quality.

7. Unless otherwise permitted by the PMP or IPS, 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, the Contractor may involve no SOS VoteCal staff or contractors other than Contractor's own staff in such work unless approved in writing 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 therefore by the State.

8. 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 System as a whole. Further, Acceptance by the State will not be final and irreversible, including but not limited to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall also not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any Deficiency.

(d) Remedies for Uncorrected Deficiencies

1. If Contractor is unable to correct all Deficiencies within the number of days indicated following the Deliverable's scheduled acceptance, or if no such date is specified in the IPS, 30 calendar days from Certification, State may, at its option: (i) continue reviewing or performing acceptance tests on the Deliverable and require Contractor to continue until Deficiencies are corrected or eliminated; (ii) request Contractor to provide, at its expense, a replacement Deliverable for further review or acceptance tests; (iii) set-off from the price to the extent State determines the Deficiencies for the Deliverable have not been corrected and provide Acceptance for the Deliverable (e.g., if the State were to adopt this remedy for a deficient Deliverable that the State is scheduled to pay the Contractor $10,000 if its Acceptance Criteria are fully met, and the State estimates it will accrue 50% of the anticipated value from this deficient Deliverable, then the Contractor would be paid $5,000 using this set-off method; or (iv) immediately terminate this Contract, in whole or in part after rejecting the Deliverable without penalty or liability to State, and return the Deliverable to Contractor and other Deliverables impacted or affected by the rejected Deliverable. If State terminates this Contract under this Section, Contractor shall, within 20 calendar days thereafter, refund to State all payments made to Contractor for the returned Deliverables and Services rendered therefore.

2. 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 IPS or, if no such time is in the IPS or PMP, within 30 calendar days of Certification, such Deliverables and services will be deemed to have been rejected.

3. 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 payments due hereunder without penalty or work stoppage by Contractor until such failure to perform is cured.

4. In the event of a contradiction, conflict, ambiguity or inconsistency in or between Deliverables and other documents comprising this Contract, including without limitation, a Deliverable that has already received Acceptance, the RFP and the Proposal, 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 SOS Project Director's written consent.

5. The Contractor must not change a Deliverable that has received Acceptance from the State without the approval of the State.

(e) Full System Acceptance

1. 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 give Acceptance of the VoteCal System.
2. The VoteCal System Acceptance Criteria will include, but not be limited to:
   (i) SOS Acceptance of Deliverable VI.5 - VoteCal System Final Deployment Report including Delivery of Updated VoteCal System Source Code and System Documentation (described in Attachment 1, Exhibit 2 – Tasks and Deliverables).
   (ii) SOS Acceptance of Deliverable VII.2 - VoteCal System Final Documentation and Current VoteCal System Source Code (described in Attachment 1, Exhibit 2 – Tasks and Deliverables).
   (iii) Submission of all Contract Deliverables up through Deliverable VII.2 (as stated above).
   (iv) Satisfaction of all mandatory System Specifications.
   (v) Satisfaction of all terms and conditions of the Contract.

(f) Deliverable Expectation Documents (DED)

1. 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 PMP and IPS. Contractor shall gain the State's Acceptance of the DED before starting work on the Deliverable described therein. For each DED, the parties will agree on Acceptance Criteria based on the Specifications during the course of the Project.
2. The DED for each Deliverable will be drafted by the Contractor, using the template provided in Attachment 1, Exhibit 3 - Sample Deliverable Expectation Document Template. This process will establish requirements 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 drafts of phase-related DEDs.
3. The Contractor will submit each DED to SOS according to the PMP and the IPS and based upon Attachment 1, Exhibit 2 – Tasks and Deliverables, related information in the Final Proposal (if any), and SOS and Contractor discussions during related phase visioning sessions. SOS will review and provide Acceptance or reject the draft DED within five (5) State business days of receipt. If the DED does not receive Acceptance, SOS will notify the Contractor in writing to communicate SOS' feedback about the Deficiencies in the draft DEDs. While SOS feedback may include suggested revisions to improve DED content, SOS is not responsible for providing revised DED language when providing feedback about DED Deficiencies. If the DED does not receive Acceptance, the Contractor will revise the DED to address SOS feedback concerning Deficiencies within five (5) State business days and resubmit the revised DED to SOS for review and Acceptance or rejection. SOS has up to five (5) State business days to review the resubmitted DED and give Acceptance or identify additional or continuing Deficiencies. If the resubmitted DED does not receive Acceptance, SOS and

Contractor will repeat the actions (within the number of business days specified) described for a new, draft DED during continuing DED review until the DED receives Acceptance, or the deadline for receiving Acceptance is not met, as provided below. If SOS does give Acceptance, the DED will serve as the Acceptance Criteria by which SOS will formally give Acceptance or rejection for applicable Deliverables.

4. Following the established Change Control procedures which are described in the VoteCal Change Control Plan, the Contractor may recommend changes to the DED after SOS Acceptance, as warranted to improve the content and/or 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.

(g) DED Information and Formats

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 SOS-approved IPS and PMP and with this SOW;
3. Proposed State review timeframes for the Deliverable consistent with the SOS-approved IPS and PMP and with this SOW;
4. Contractor correction time frames for the Deliverable;
5. Deliverable objectives; and
6. Acceptance Criteria which are consistent with the Specifications and other requirements of this Contract and prior Deliverables and communications between the parties.

(h) Inspection of Work in Progress

Contractor agrees that the SOS Project Director or designee, the IPOC and IV&V 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 IV&V or IPOC identify significant deviations from progress reported by the Contractor, the ESC may require the Contractor to submit a corrective action plan within five (5) business days for consideration and approval by the ESC. The Chair of the ESC may, at his or her sole discretion, order that project activities be suspended until the corrective action plan is approved and implemented.

(i) Training Deliverables

Contractor shall be responsible for training identified State and County staff on all aspects of the VoteCal System. 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 System in accordance with the applicable Specifications and the PMP and IPS. The State's training Acceptance Tests shall not be considered concluded until all identified staff are successfully trained and the VoteCal System knowledge transfer and VoteCal System operations transition has occurred in accordance with the Specifications.

(j) PMP and IPS

1. The initial PMP and IPS shall be comprised of Contractor's IPS and PMP in the proposal submitted in response to the RFP. This initial IPS and PMP shall be revised by Contractor to reflect Project changes since Contractor's initial submission. Contractor shall deliver the revised IPS and PMP, which shall be a Deliverable, to the State Project Manager for State's review not later than 30 and 90 days after the Effective Date respectively. In the event of failure of the parties to agree upon this IPS and PMP 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.
2. Contractor shall provide updates to the PMP and IPS 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 IPS and PMP. However, unless otherwise specifically agreed to in writing, State's agreement on a change to the PMP and IPS 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 IPS and PMP in a common server drive accessible by State.
3. The PMP and IPS 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 PMP and IPS. 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 SOS Project Director'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).

11. Warranty Period

The Warranty Period and initial year of Maintenance and Operations provided for in Phase VII - First Year Implementation and Close-out shall commence immediately upon satisfactory completion of Phase VI – Deployment and Cutover.

12. Software Provisions

(a) Contractor Commercial Proprietary Software

1. Definition

These provisions apply to generally available Contractor Commercial Proprietary Software included in the completed VoteCal System. Contractor Commercial Proprietary Software shall mean commercially or publicly available products that include any system component for which configuration is within the licensor's published, customer-configurable options.

2. Inapplicability to VoteCal System Software; Applicability to Pre-Existing Materials

The provisions in this Section 12(a) do not apply to any portion of the VoteCal System Software (as described below) developed for the State under this Contract. However, the provisions in Section 12(a) shall also apply to Pre-Existing Materials as defined in Section 37(c) of Attachment 2 – IT General Provisions; references to Section 12(a) shall include such Pre-Existing Materials in whole and in part, unless otherwise indicated.

3. 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 unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive right and license to use, modify, reproduce, publish, prepare derivative works based on, display, and distribute the Source Code and Object Code of the Contractor Commercial Proprietary Software to State agencies, counties, and other third parties for VoteCal Project purposes.

(b) For the purpose of operational disaster recovery, the State may exercise its license to the Contractor Commercial Proprietary Software in the conduct of its own business. The license granted above authorizes the State to exercise its rights to the Contractor Commercial Proprietary 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 CPUs) are as designated in the Contract. If the designated CPUs are inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to exercise its rights to the Contractor Commercial Proprietary Software, in machine-readable form, on any other State CPUs until the designated CPUs are returned to operation. The license herein granted shall also be temporarily extended to authorize the State to exercise its rights to the Contractor Commercial Proprietary Software, in machine-readable form, on any other State CPU(s) to allow the state to test the ability to operate in the event that the designated CPUs are inoperative, and to facilitate system maintenance.

(c) The State may redesignate the CPUs in which the Software is to be used at no additional cost to the State. The redesignation will be effective upon the date specified in a notice of redesignation.

4. Encryption/CPU ID Authorization Codes

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

(b) In case of an inoperative CPU as defined in Section 12(a)(3)(c) 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 above.

(c) When changes in designated CPUs occur, the State will notify the Contractor via telephone or e-mail of such change within eight (8) State business hours. Upon receipt of such notice, Contractor will issue via telephone or 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.

5. Transfer of Title and Licenses

   The Contractor will transfer all Contractor Commercial Proprietary Software licenses to SOS at the end of Phase VII - First Year Operations and Close-out. Contractor will be responsible for payment of any recurring license charges until the completion of the Warranty Period as established in this Attachment 1, Section 11.

6. Right To Contractor Commercial Proprietary Software Prior to Transfer of Licenses

   SOS shall have a license to use, reproduce, modify, prepare derivative works based upon, implement and distribute the Contractor Commercial Proprietary Software following its delivery and until transfer of applicable licenses as provided above for all the purposes allowed by this Contract.

7. Future Releases

   Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions of the Contractor Commercial Proprietary Software, or of any of Contractor's software products identified in the Contractor's Proposal as a basis or component of the Contractor Commercial Proprietary Software, are developed by Contractor, and are made available to other Contractor customers, 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 customers 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 Contractor Commercial Proprietary Software and are directly applicable to the Contractor Commercial Proprietary Software, 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. Source code

   Upon completion of the following phases (and conditions), the Contractor shall provide SOS with the originals, in machine readable format, of the most current version of the Contractor Commercial Proprietary Software Source Code, the Object Code, the complete software release implementation directions, and any additional software and information that is required to use, reproduce, prepare derivative works based on, modify, document, or operate the Contractor Commercial Proprietary Software as part of the following Deliverables (which are more fully defined in Attachment 1, Exhibit 2 – Tasks and Deliverables): (i) Deliverable III.6; (ii) Deliverable IV.3; (iii) Deliverable V.3; (iv) Deliverable VI.5; and, (v) Deliverable VII.2. Contractor shall also provide this Contractor Commercial Proprietary Software Source Code, Object Code and related materials listed immediately above within five calendar days of any request of SOS. However, Contractor shall have the right to retain a copy thereof solely to perform its obligations under the Contract. Notwithstanding anything to the contrary herein, the Contractor shall not be required to provide the Source Code for Third Party Software unless the licensor for such Third Party Software provides Source Code. However, Contractor shall make available such Source Code for Third Party Software in accordance with the terms of the Escrow Agreement which is included in the Statement of Work.

9. Encryption/CPU ID Authorization Codes

   The Contractor shall not apply any encryption or CPU ID authorization code capability to the Contractor Commercial Proprietary Software that in any way restricts the ability of the State to install, use and otherwise exercise its rights in and to the VoteCal System on any Hardware or Operating System, nor shall the Contractor apply any mechanism that limits the period of usability of the Contractor Commercial Proprietary Software or the VoteCal System.

(b) VoteCal System Software

1. The definition of VoteCal System Software includes any Application Software that is developed or modified by the Contractor to meet the requirements and other Specifications of this Contract for the VoteCal System. This provision does not apply to Contractor Commercial Proprietary Software or Third Party Software. However, the provisions in Section 12(b) shall also apply to Work Products as defined in Section 37(e)(ii) of Attachment 2; references to VoteCal System Software in Section 12(b) shall include such Work Products in whole and in part, unless otherwise indicated.

2. Transfer of Ownership

   a. Contractor shall assign and transfer to the State and the State shall accept from Contractor at the end of Phase VII – First Year Operations and Close-out all right, title and interest, including without limitation U.S. Intellectual Property Rights as defined in Attachment 2 – IT General Provisions in and to the VoteCal System Software which is described in this Statement of Work, Section 12(b) – VoteCal System Software.

   b. Contractor shall take all actions necessary to transfer ownership of all right, title and interest in and to the VoteCal System Software to the State in Source Code and Object Code formats, including without limitation U.S. Intellectual Property Rights as defined in Attachment 2 – IT General Provisions at the end of Phase VII – First Year Operations and Close-out. As between the parties, the VoteCal System 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 System 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.

3. Encryption/CPU ID Authorization Codes

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

4. Right to VoteCal System Software Prior to Transfer of Ownership

   SOS shall have a license to use, reproduce, modify, prepare derivative works based upon, implement and distribute the VoteCal System Software following its delivery and until transfer of ownership as provided above for all the purposes allowed by this Contract.

5. Future Releases

   Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions of the VoteCal System Software, or of any of Contractor's software products identified in the Contractor's Proposal as a basis or component of the VoteCal System Software, are developed by Contractor, and are made available to other Contractor customers , 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 customers 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 Software and are directly applicable to the VoteCal System Software, 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.

6. Source code

   Upon completion of the following phases (and conditions), the Contractor shall provide SOS with the originals, in machine readable format, of the most current version of the VoteCal System Software Source Code, the object code, the complete software release implementation directions, and any additional software and information that is required to use, reproduce, prepare derivative works based on, modify, document, or operate the VoteCal System Software as part of the following Deliverables (which are more fully defined in Attachment 1, Exhibit 2 – Tasks and Deliverables): (i) Deliverable III.6; (ii) Deliverable IV.3; (iii) V.3; (iv) Deliverable VI.5; and, (v) Deliverable VII.2. Contractor shall also provide this VoteCal System Software Source Code and related components listed immediately above within five calendar days of any request of SOS. However, Contractor shall have the right to retain a copy thereof solely to perform its obligations under the Contract.

(c) Third Party Software

1. Any Third Party Software integrated into the VoteCal System must be purchased by and licensed to the Contractor by the Third Party Software licensor. All required Third Party Software licenses purchased by the Contractor shall include written acceptance by the Third Party Software provider of the Third Party COTS General Provisions dated July 15, 2008:

   (http://www.documents.dgs.ca.gov/pd/TAS/SICOTSSWGPs071508.pdf).

2. Contractor agrees to provide to the SOS this written acceptance and copies of the Third Party Software licensing agreement(s) no later than implementation completion. Implementation completion is conditioned upon approval by SOS of these documents. Third Party 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 Third Party Software license is superior to or takes

precedence over other articles, attachments, specifications, provisions, contracts, terms or conditions in the Contract shall be stricken and shall have no legal effect.

3. Contractor shall hold all Third Party Software licenses until the end of Phase VII - First Year Operations and Closeout at which time the Contractor shall transfer all Third Party Software licenses 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 transfer all software licenses to SOS as provided in Attachment 2 - IT General Provisions, paragraph 23 (Termination for Default).
4. SOS reserves the right to waive these requirements on a case-by-case basis, at the SOS's sole discretion.

13. Invoicing and Payment

(a) Contractor may only bill for the Acceptance of each Deliverable in accordance with Attachment 1, Exhibit 2 – Tasks and Deliverables (less the holdback of 20%).

(b) Contractor cannot submit an invoice more frequently than once a month. All phases or Work Authorizations for all Deliverables which have received Acceptance in writing during the prior month must be grouped into a single monthly invoice submitted for approval by the SOS.

(c) The State agrees to compensate the Contractor in accordance with the prices for Deliverables and rates for Services specified in the Contract.

(d) Prior to submitting the invoices to the address below, a HAVA Activity Sheet will be submitted by Contractor for each of its employees and subcontractors to the SOS Contract Manager for approval and signature of the SOS Project Director. The signed HAVA Activity Sheet must be submitted with the monthly invoice. Invoices shall include the Contract 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

(e) Twenty Percent 20% Holdback

In accordance with Public Contract Code, Section 12112, the State shall holdback, from the invoiced amount to the Contractor, an amount equal to twenty percent (20%) of the invoice. Such amount held back shall be retained 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 through Phase VII – First Year Operations and Close-out.

(f) Liquidated Damages

1. The Contractor agrees that in the event of failure to meet the requirements which follow, damage shall be sustained by the State and that it is and may be impractical and 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 shall 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.

2. Additionally, time is of the essence in the Contractor's performance of the Contract. It is the State's intent for the Contractor to meet the VoteCal Project Final Implementation Date as specified in the IPS at the time of award. If the Contractor is delayed in meeting any of the Phase End Dates subject to Attachment 2, Section 24 – Force Majeure, liquidated damages in the amount of two thousand five hundred dollars ($2500) per working day shall be assessed against the Contractor for each State business day the Phase End Date does not occur by the date in the IPS in the original Contract. The State will recover the liquidated damages from future payments that would otherwise be made to Contractor. Liquidated damages can be exercised concurrently while the State is pursuing other remedies. 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.

Attachment 1, Exhibit 1
Sample Work Authorization

Schedule #:	
Title:	(Title of the Work Authorization (WA))
Task Summary:	(2-3 sentence description of the work to be performed, the origin of the request, and/or the reason for the WA.)
Priority:	(Priority Information from Change Control)
Release Identification:	(Planned Release: Release Identification (if applicable) from Release Management Plan)
Schedule Dates:	(Start Date: Date the work should start)
Completion Date:	(Date the work will be delivered, in final form, for SOS Acceptance Testing.)

Projected Labor-hours	**Rate Per Labor-hour**	**Cost**
	$	$
	$	$
	$	$
TOTAL:		TOTAL:

Contractor Personnel To Be Assigned	**Job Classification/Skill Level**

This task will be performed in accordance with this Work Authorization and the provisions of Attachment 1, Section 7 - Unanticipated Tasks.

Approval:

Contractor Project Manager Date SOS Project Director Date

Exhibit 1 – Sample Work Authorization (Continued)

A. Task Description

Detailed description of the WA including work to be performed, potential impact to schedule if not performed, dependencies, and other items of significance.

B. Tasks and Contractor Responsibilities

1.

2.

3.

C. Deliverables

1.

2.

3.

D. Completion Criteria

Delivery of the accepted program and associated deliverable items listed under heading "C" above will constitute completion of this task.

E. Change Criteria

The program developed under this Work Authorization shall be subject to the VoteCal Change Control Procedures.

F. SOS Responsibilities

1.

2.

G. Significant Materials from Contractor to the SOS

1.

2.

H. Significant Materials from the SOS to the Contractor

1.

2.

EXHIBIT 2 – TASKS AND DELIVERABLES

The numbering of these tasks does not indicate the order in which the tasks must be worked unless otherwise stated. They are numbered to segregate the Deliverables into groups.

Performance of tasks may overlap. Cases where SOS Acceptance of a Deliverable requires prior SOS Acceptance of a predecessor Deliverable in the same Phase are noted in this Exhibit 2.C - Payment Milestones. Additional predecessor information and activities that shall be completed prior to Deliverable completion and SOS Acceptance of a Deliverable are cited as part of the description of each Deliverable in Exhibit 2.E – Tasks and Deliverables. However, the description of predecessors in this Exhibit is not exhaustive; Contractor shall specify all predecessor-successor relationships among activities and Deliverables in Deliverable I.2 – Integrated Project Schedule (IPS). The IPS for which SOS provides Acceptance shall also determine the exact date these Deliverables shall be due. Deliverable Acceptance Criteria, standards, and detailed content shall be determined during Contractor's development of each Deliverable Expectation Document (DED), which is in and of itself a Deliverable, and is subject to SOS Acceptance. (See Attachment 1, Section 10 – Inspection, Acceptance and Rejection of Contractor Deliverables for description of preparation, submittal and Acceptance of Deliverables, including the DED; see Attachment 1, Exhibit 3 – Sample Deliverable Expectation Document for the DED template.)

For certain activities in Phase V – Pilot Deployment and Testing, Phase VI – Deployment and Cutover and Phase VII – First Year Operations and Close-out, Contractor's work shall commence upon SOS Project Director's approval to proceed (go/no-go decision); these approval points are cited as part of the discussion of the relevant Phase Deliverable.

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 Close-out.

Each of these Phases will require development of specific Deliverables along with ongoing activities the Contractor shall conduct or participate in.

In planning, scheduling and executing the VoteCal Project and its component Phases, Contractor shall assume and accommodate the following constraints and additional requirements:

- SOS policy requires all staff and contractors access environments in the SOS data center from SOS-supplied workstations. Remote access to servers for development/testing purposes is not permitted.
- SOS staff availability will be limited for the fourteen (14) State business days prior to and the seven (7) State business days following a statewide election.
- County elections officials' staff will be unavailable and a freeze will be imposed on changes to and testing of EMS' during the period beginning 60 days prior to and ending 30 days following a statewide or Uniform District Election Law (UDEL) election.
- No changes may be made to the SOS network during the period beginning sixty (60) calendar days prior to and ending thirty (30) calendar days after an election.
- The SOS requires one hundred twenty (120) State business days, at a minimum, following SOS Acceptance of the production environment specifications (as described in Deliverable II.6 – VoteCal System Technical Architecture Documentation), to set up required production environment hardware.
- For interfaces with EMS', each EMS vendor shall be allowed six (6) calendar months for the design, development, and testing of an interface prior to integration testing with VoteCal. The time period begins when the specification is delivered to the EMS vendors by the SOS and the Contractor.
- SOS staff will design, develop, and test VoteCal reports concurrent with Contractor activities. Relevant plans submitted in response to the requirements listed below shall anticipate and accommodate this concurrent activity, and ensure that SOS report developers and subject matter experts have the necessary knowledge and associated documentation to design, develop, and complete testing of reports before Phase V - Pilot Deployment and Testing begins.
- Contractor should not expect participation of SOS or county elections officials' staff in Contractor's development or testing activities.

B. STANDARDS

The Contractor shall comply with industry standards on the management of the VoteCal Project and in the development of all plans and Deliverables as specified in the DED for each individual Deliverable. Further, each Deliverable and plan shall reference the standards or methodology by which it was developed. If the standard or methodology was developed by the Contractor then it shall be supported by successful application of that methodology in previous projects completed by the Contractor, and at least two (2) of those projects shall have been completed by the Contractor within the past five (5) years. If the Contractor references a Contractor-developed standard, it shall specify

that standard and cite the projects for which it was successfully employed, and it shall provide a reference contact name and current phone number for each project so that SOS' review of the DED can include a discussion of the standard with the client.

Standards to be followed, as appropriate, in completing Deliverables include but are not limited to:

- Project management industry standards (i.e. Project Management Institute's PMBOK);
- Institute of Electrical and Electronics Engineers (IEEE); and
- Other Contractor-developed standard(s), under the conditions described in the previous paragraph.

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 shall ensure sufficient time is provided for the review and feedback 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 shall be discussed with the SOS Project Manager, SOS Project Director and the Contractor as necessary. The SOS Project Director shall make the final determination as to which of these findings shall be corrected by the Contractor prior to Acceptance of the Deliverable by SOS.

C. PAYMENT MILESTONES

Each VoteCal Deliverable shall be billable upon SOS Acceptance of the Deliverable. In cases where SOS Acceptance of a Deliverable requires concurrent SOS Acceptance of one or more other Deliverables, the Deliverable shall be billable upon Acceptance by SOS of both that Deliverable and the concurrent Deliverable(s). In no event shall payment be made for a Deliverable until all prior Phase Deliverables have received Acceptance from SOS. The SOS shall make payments to the Contractor only once a month, and only for those Deliverables for which Acceptance by SOS was provided during the previous month. Twenty percent (20%) of the cost shall be withheld from payment for each Deliverable that has received Acceptance from SOS: the withheld amount for each Deliverable shall be payable upon SOS Acceptance of all Deliverables for Phase VII – First Year Operations and Close-out.

Contractor shall be paid a percentage of the Total Cost delineated in Cost Table VII.1 – VoteCal System Project Deliverables Cost, exclusive of cost adjustments associated with Contract amendments, for SOS Acceptance of Deliverables according to the schedule below.

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS

Deliv #	Deliverable Description	% of Total Cost in Table VII.1
PHASE 0 - ONGOING PROCESS TASKS AND DELIVERABLES *These Deliverables are ongoing throughout the VoteCal System Project and are subject to monthly payments from Phase I through Phase VII, billable upon SOS Acceptance of the Written Monthly Project Status report, the content of which shall be derived from content of all other ongoing Deliverables listed in this section. Total of payments across all months (Phase I through Phase VII) shall not exceed 0.9% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of cost adjustments associated with Contract amendments.*		
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	Ongoing 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 *Deliverables in this Phase are not separably payable. Payment shall be made upon successful completion of the entire Phase, including SOS Acceptance of all Phase I Deliverables. The total of all Deliverables in this Phase is worth 5.0% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of cost adjustments associated with Contract amendments.*		
I.1	VoteCal Project Management Plan	
I.2	Integrated Project Schedule	
I.3	Quality Management Plan	

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost in Table VII.1
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 Plan	
I.7	VoteCal System Project Kick-Off Meeting	
I.8	Phase 0 Ongoing Process Tasks and Deliverables	
I.9	Final Report for Phase I	
Phase Completion		5.000%
PHASE II – DESIGN *SOS Acceptance of some Deliverables in this Phase is contingent upon prior Acceptance by SOS of other Deliverables where indicated below. The total of all Deliverables in this Phase is worth 17.1% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of cost adjustments associated with Contract amendments.*		
II.1	VoteCal System Requirements Specifications	0.900%
II.2	VoteCal System Functional Specifications *(Acceptance Criteria shall include prior Acceptance by SOS of Deliverable II.1)*	1.800%
II.3	VoteCal System Detailed System Design Specifications *(Acceptance Criteria shall include prior SOS Acceptance of Deliverable II.2 and concurrent SOS Acceptance of Deliverable II.4)*	3.600%
II.4	VoteCal System EMS Integration and Data Exchange Specifications Document *(Acceptance Criteria shall include prior SOS Acceptance of Deliverable II.6 and concurrent SOS Acceptance of Deliverable II.3)*	0.900%
II.5	VoteCal System Detailed Requirements Traceability Matrix *(Acceptance Criteria shall include prior SOS Acceptance of Deliverables II.4 and II.7)*	2.700%
II.6	VoteCal System Technical Architecture Documentation *(Acceptance Criteria shall include prior SOS Acceptance of Deliverable II.2)*	1.800%
II.7	VoteCal System Data Model and Data Dictionary *(Acceptance Criteria shall include prior SOS Acceptance of Deliverables II.3 and II.6)*	1.800%

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost in Table VII.1
II.8	VoteCal System Data Integration Plan *Acceptance Criteria shall include prior SOS Acceptance of Deliverables II.4 and II.7)*	2.700%
II.9	VoteCal System Training Plan *(Acceptance Criteria shall include prior SOS Acceptance of Deliverables II.2 and II.4)*	0.450%
II.10 II.11	Phase 0 Ongoing Process Tasks and Deliverables Final Report for Phase II Phase Completion	0.450%
PHASE III – DEVELOPMENT *The total of all Deliverables in this Phase is worth 25% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of cost adjustments associated with Contract amendments.*		
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 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 Source Code and Documentation	7.500%
III.7 III.8	Phase 0 Ongoing Process Tasks and Deliverables Final Report for Phase III Phase Completion	0.625%
PHASE IV – TESTING *The total of all Deliverables in this Phase is worth 17% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of cost adjustments associated with Contract amendments.*		
IV.1	VoteCal System Pilot County Data Integration Completion and Report	4.250%

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost in Table VII.1
IV.2	VoteCal System Acceptance Test Completion, Results and Defect Resolution Report	7.650%
IV.3	VoteCal System Documentation and Updated VoteCal System Source Code	4.675%
IV.4	Phase 0 Ongoing Process Tasks and Deliverables	
IV.5	Final Report for Phase IV	
	Phase Completion	0.425%
PHASE V – PILOT DEPLOYMENT AND TESTING *Contractor's submittal and SOS' review and Acceptance of Deliverables in this Phase shall occur in the order indicated below. The total of all Deliverables in this Phase is worth 15% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of any Contract amendments.*		
V.1	Develop VoteCal System Training Materials and Complete Training Before the Pilot	4.500%
V.2	Conduct Pilot Testing and Provide Pilot Results Report *(SOS approval to proceed is required to initiate pilot deployment)*	5.250%
V.3	Updated System, Documentation and Training Materials including VoteCal System Source Code	3.750%
V.4	Revised/Updated System Deployment Plan	1.125%
V.5	Phase 0 Ongoing Process Tasks and Deliverables	
V.6	Final Report for Phase V	
	Phase Completion	0.375%
PHASE VI – DEPLOYMENT AND CUTOVER *SOS Acceptance of and payment for some Deliverables in this Phase are contingent upon prior completion and SOS Acceptance of other Deliverables where indicated below. The total of all Deliverables in this Phase is worth 15% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of any Contract amendments.*		

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost in Table VII.1
VI.1	VoteCal System County Elections Staff Training Completed	3.750%
VI.2	Updated Training of SOS Staff	1.050%
VI.3	VoteCal System Help Desk Implementation and Support	2.250%
VI.4	VoteCal System Remaining County Data Integration Completed and Tested for Compliance and Successful Integration *(Acceptance Criteria shall include prior SOS Acceptance of Deliverables VI.1, VI.2, and VI.3; SOS approval to proceed is required for initiation of deployment to counties)*	6.450%
VI.5	VoteCal System Final Deployment Report including Delivery of Updated VoteCal System Source Code and System Documentation *(Acceptance Criteria shall include prior SOS Acceptance of Deliverable VI.4)*	1.125%
VI.6 VI.7	Phase 0 Ongoing Process Tasks and Deliverables Final Report for Phase VI Phase Completion	0.375%

PHASE VII – FIRST YEAR OPERATIONS AND CLOSE-OUT *The total of all Deliverables in this Phase is worth 5% of the Total Cost as specified in Cost Table VII.1 – VoteCal System Project Deliverables Cost and exclusive of any Contract amendments. This Phase shall begin upon SOS approval to proceed.*		
VII.1	Monthly Operations Support and Performance Reports *(Billable monthly in Phase VII)*	2.500%
VII.2	VoteCal System Final Documentation and Current VoteCal System Source Code	1.750%
VII.3 VII.4 VII.5	Full VoteCal System Acceptance Phase 0 Ongoing Process Tasks and Deliverables Complete Contract Implementation Close-out	0.750%

D. DELIVERABLE DEVELOPMENT

Contractor's work on each Deliverable shall commence after SOS Acceptance of the DED for that Deliverable. (See Attachment 1, Section 10.f – Deliverable Expectation Documents and Attachment 1, Section 10.g – DED Information and Formats for additional information about required DED content and acceptance process; see Attachment 1, Exhibit 3 – Sample Deliverable Expectation Document for the DED template.)

E. TASKS AND DELIVERABLES

PHASE 0 - ONGOING PROCESS TASKS AND DELIVERABLES

The Contractor shall 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 Ongoing Process Tasks and Deliverables."

Deliverable 0.1 – Project Control and Status Reporting

Contractor's Project Executive and Contractor's Project Manager shall conduct monthly Project Management Reviews to present the current and cumulative project status information related to open and ongoing issues and risks in accordance with Deliverable I.1 – VoteCal Project Management Plan (PMP). These reviews shall be held with the VoteCal Project Manager, Project Director, IPOC and IV&V Contractor, and no later than four (4) State business days after the last day of the previous month.

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 shall 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; recommendations for issue resolution for all issues; and recommendations for mitigation of high-severity risks.

Additional meetings the Contractor shall attend 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 Phases of the VoteCal Project.

Deliverable 0.2 – Maintain and Update Project Management Plans

Contractor shall maintain and update all Project Management Plans that are defined as Deliverables for Phase I – Project Initiation and Planning, as well as the IPS (Deliverable I.2), as required by events or at prescribed intervals during the life of the VoteCal Project. The IPS shall be updated weekly at a minimum, no later than two (2) State business days after the end of the previous week, and shall adhere to all standards defined in the SOS Schedule Management Plan and the Contractor's VoteCal Project Management Plan (PMP). 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 Phases 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 shall attend weekly project status meetings in person to discuss the report, no later than three (3) State business days after the end of the reporting period. The reporting period is Monday through Friday. The report shall be presented to the SOS Project Manager at least one (1) full State business day prior to the weekly status meeting.

This Deliverable is 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 Deliverable is required through all Phases of the VoteCal Project.

Deliverable 0.5 – Ongoing Issues Management and Risk Tracking

Contractor shall identify and submit issues and risks, and shall 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 shall be part of the Weekly Status Meetings and written Monthly Project Status Reports. Contractor shall 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 is required through all Phases of the VoteCal Project.

Deliverable 0.6 – Written 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 IPS. 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, for all issues and for high-severity risks. This report shall cover all project management areas including but not limited to Schedule, Change Control, Organizational Change Management and Quality Management activities. This report shall 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 VoteCal Project Manager and Project Director and separately to SOS management including the ESC. The monthly report shall be due to SOS's Project Manager (or designee) on the fifth (5th) State business day of the month following the end of the previous month. Period of the report shall be the previous calendar month.

This Deliverable is 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 the VoteCal Change Control Plan.)

This Deliverable is required through all Phases of the VoteCal Project.

Deliverable 0.8 – Communications Processes

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

This Deliverable is required through all Phases of the VoteCal Project.

PHASE I - PROJECT INITIATION AND PLANNING

The following is a list of the plans the Contractor shall prepare in Phase I and shall use to guide its management of Project work. Each plan shall conform to relevant industry standards as defined below for the specific plan as well as in the plan's DED for which SOS has provided Acceptance.

Deliverable I.1 – VoteCal Project Management Plan

The SOS has an approved SOS-specific Project Management Plan (PMP). The Contractor either (1) shall enhance and adopt the SOS PMP and make it its own PMP, and therefore accept all responsibility for employing it; or (2) shall develop its own VoteCal PMP. (Please see Bidder's Library for current approved versions of SOS VoteCal plans.) Contractor shall submit the updated PMP within thirty (30) calendar days of Contract signature. Content shall 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 IPS 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 PMP shall conform to
Project Management Institute's PMBOK (v.4.0) or equivalent standards

This PMP shall be implemented upon completion and shall be updated at the end of each Phase as required during the life of the VoteCal Project.

Deliverable I.2 – Integrated Project Schedule

In collaboration with the VoteCal Project Manager (or designees), the Contractor shall , within ninety (90) calendar days of contract signing, update the IPS that Contractor submitted in its Final Proposal, identifying major activities the Contractor shall undertake to complete its Deliverables in a timely manner. The updated and submitted IPS shall also include identification of all activities that other contractors and SOS staff must perform in order for the Contractor to complete its required activities and Deliverables as described in this Exhibit. (For example, EMS vendors must complete remediation of systems before Contractor can test interfaces; SOS staff must provide Acceptance for the DED for a Deliverable before Contractor works on the Deliverable.)

The IPS shall 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, and shall have start and finish predecessors and successor dependencies identified for each task. In addition, the IPS shall clearly identify all Phases, payment and interim milestones.

The IPS shall be developed and maintained using MS Project 2007. Management and updating of the IPS shall conform to VoteCal Schedule Management standards, processes, and roles and responsibilities that will be defined and documented in the VoteCal Schedule Management Plan.

The Contractor shall maintain one IPS which includes multiple components across the Project. The Contractor shall be responsible for all schedule components tied to its contracted Deliverables. The IPS shall be comprehensive and detailed for the current and upcoming Phase, but may be more high-level for later Phases. Twenty (20) State business days prior to the start of each Phase, the Contractor shall present a comprehensive and detailed IPS that includes full detail for that Phase for Acceptance by SOS.

Upon SOS Acceptance of the IPS, Contractor shall participate in the weekly ongoing maintenance and schedule update processes. Contractor shall follow the defined procedures and standards documented in the SOS Schedule Management Plan.

Contractor shall (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 schedule quality assurance activities that are required to control performance.

The Contractor shall update its IPS, including progress on SOS staff work and other SOS contractor work that is relevant to Contractor Deliverables, at least weekly and shall submit the updated IPS, incorporating progress as of the end of each calendar week, to the VoteCal Project Manager or designee within two (2) State business days of the end of that calendar week. This Contractor's IPS update process shall include work with the VoteCal Project Manager (or designee) to complete schedule quality assurance to verify that dates, resource allocations, percentages, etc. are correct, and thereby ensure that reporting against baseline data can be generated accurately according to the quality-related components outlined in the SOS Schedule Management Plan.

Deliverable I.3 – Quality Management Plan

Contractor shall deliver, within ninety (90) calendar days of contract signature, a Quality Management Plan in accordance with the PMP, the Contractor's IPS and the Quality Management Plan DED for which SOS has provided Acceptance. . The Quality Management Plan shall include a complete description of Contractor's quality management process, methodology, and the specific standard(s) on which the details of the Plan are based. If multiple standards are used, the Plan shall specify which portions of these standards were used in the development of each portion of the plan. At a minimum, the Quality Management Plan shall conform to IEEE 730-2002 (Standard for Software Quality Assurance) or equivalent standards.

The Quality Management Plan shall 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.

The Quality Management Plan shall be implemented, and shall be updated at the end of each Phase and as required during the life of the VoteCal 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 this Deliverable's DED for which SOS has provided Acceptance. 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 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, 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 Acceptance by SOS.

The Software Version Control and System Configuration Management Plan shall be implemented and shall be updated as required during the life of the VoteCal 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 award, in accordance with the OCMP DED for which SOS has provided Acceptance. The OCMP shall address the anticipated business process changes necessitated by the implementation of the VoteCal system, both for SOS and for county elections officials' staff, as well as how users and stakeholders will be managed to maximize buy-in, minimize disruption in business processes and ensure Project success. The OCMP shall include a discussion of the change management strategy and shall address an assessment of workplace readiness for implementation of the solution. The OCMP shall also address the pilot implementation and how the lessons learned from that implementation will be incorporated into the Plan. Finally, the OCMP shall 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 Contractor's OCMP shall conform to ISO 9001:2008 or equivalent industry standards.

There is an Organizational Change Management Plan in the Bidder's Library that was developed for this Project and formally accepted by the SOS. Contractor may incorporate any or all portion(s) of this existing VoteCal Organizational Change Management Plan into the Contractor's OCMP Deliverable. If the Contractor uses any of the content in the SOS-approved Organizational Change Management plan for its OCMP, Contractor accepts full responsibility for meeting all requirements associated with the adopted contents of SOS's accepted plan.

The OCMP shall be implemented and shall be updated in Phase III – Development. The Deliverable shall also be updated at other points in the VoteCal Project as required throughout the life of the Project.

Deliverable I.6 – VoteCal Requirements Traceability Matrix Plan

Contractor shall develop, within 30 calendar days from contract signature and in accordance with the DED for which SOS has provided Acceptance, a VoteCal Requirements Traceability Matrix Plan that sets forth how the Requirements Traceability Matrix (Deliverable II.5) shall be developed, updated and used to track requirements, programming, and test scenarios during all Phases of the Project. This Plan shall describe how the Contractor will populate and manage the Requirements Traceability Matrix , and how the Matrix will allow for linking test scenarios during Phase IV – Testing, Phase V – Pilot Deployment and Testing, and Phase VI – Deployment and Cutover. This Plan shall also address the traceability approach to RFP requirements and how requirement changes will be managed. This Plan and data from the Requirements Traceability Matrix shall be evaluated by SOS' IV&V vendor as part of the Acceptance Tests for this Deliverable and throughout the Project.

The Contractor shall populate and manage the Requirements Traceability Matrix, and shall provide access to the Matrix data in its raw form and supporting information to the IV&V vendor upon request.

The Requirements Traceability Matrix Plan and the resultant Requirements Traceability Matrix shall conform to relevant industry standards (to be determined by Contractor and approved by SOS as part of SOS Acceptance 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 Requirements Traceability Matrix Plan shall be implemented and shall be updated as required during the life of the VoteCal Project.

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

Contractor shall provide a draft agenda and materials to the VoteCal Project Manager and Project team for and participate in one or more Project Kick-Off meetings that review the goals and scope of the Project, present a summary of the key phases and activities (including key milestones in the IPS), discuss major activities or efforts that will be required of meeting participants, and provide other information of interest to the participants. This meeting or meetings shall be held with different stakeholders, which could include SOS Management and staff, County representatives, EMS vendors, and other State Agencies.

Deliverable I.8 – Phase 0 Ongoing Process Tasks and Deliverables

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

The Deliverables in Phase II – Design, taken together, shall detail the Contractor's planning for, delivery of, and planned features of the entire VoteCal solution. Each Deliverable shall clearly articulate the Contractor's vision for the solution. All Deliverables that describe application components shall be at a level of detail sufficient to develop test cases and training materials. Additional Deliverable-specific Acceptance Criteria shall be specified in the DED for which SOS provides Acceptance.

Deliverable II.1 – VoteCal System Requirements Specifications

Contractor shall develop a System Requirements Specifications document for the VoteCal System, database and interfaces with EMS' and external agencies. This Deliverable shall conform to the DED for which SOS has provided Acceptance, the PMP, and the IPS. At a minimum, the Deliverable shall 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 shall 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;
- 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 System.

Deliverable II.2 – VoteCal System Functional Specifications

Contractor shall develop a VoteCal System Functional Specifications document in accordance with the DED for which SOS has provided Acceptance, the PMP, the System Requirements Specification (Deliverable II.1) for which SOS has provided Acceptance and the IPS. Contractor shall document specifications for the user application interfaces, business processing logic, data flows, and processes. The System Functional Specifications Document shall identify specific standards on which it is based. If multiple standards are used, the System Functional Specifications document shall specify in detail which portions of these standards were used in the development of each portion of the Deliverable document.

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; and
- 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 Specifications document that conforms to the DED for which SOS has provided Acceptance, and that provides a detailed description of the VoteCal System requirements. This Deliverable shall identify specific standards on which the detailed system design specifications were based. If multiple standards are used, the Deliverable shall specify in detail which portions of these standards were used in the development of the specifications. This Deliverable shall include references to other VoteCal System Deliverables as necessary to avoid duplication of information. At a minimum, the Deliverable shall 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.7;
- 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 shall, 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, with sufficient lead time to enable SOS staff to complete report design and development before Phase IV - Testing begins. Acceptance Criteria for this Deliverable shall include SOS-acknowledged completion of this training and knowledge transfer which will be defined 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 exchange specifications, in accordance with the DED for which SOS has provided Acceptance. The Deliverable shall include 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. This document shall address, at a minimum, data validation and synchronization, data elements and standards, transaction timing, business processes, security and network connectivity.

As part of preparation of this Deliverable, Contractor shall gather and incorporate input and comments on draft Deliverable from EMS vendor representatives.
Contractor shall provide a mechanism, procedures and training to SOS for testing and evaluating data submitted from EMS' after modification to those EMS' 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 DED for which SOS has provided Acceptance, the VoteCal Requirements Traceability Matrix Plan (Deliverable I.6), the PMP and the IPS. Contractor shall organize and manage the itemized list of business and technical requirements for the VoteCal System, as defined in Section VI – Project Management, Business, and Technical Requirements.

Contractor shall analyze and map all business and technical requirements, business rules, and detailed specifications for the proposed system that it is providing – in VoteCal System Deliverables II.2 – Functional Specifications, II.3 – Detailed System Design Specifications, II.4 – EMS Integration and Data Exchange Specifications Document, II.6 – Technical Architecture Documentation, and II.7 – Data Model and Data Dictionary – to satisfy the requirements of the RFP, Section VI - Project Management, Business and Technical Requirements. All requirements shall be traceable throughout all Phases of the VoteCal Project. This Matrix shall be updated at the end of each Phase of the VoteCal Project to ensure traceability is maintained throughout the life of the Project. All raw data in this Matrix shall be made available to the IV&V and IPOC vendors at any time it is requested.

At a minimum, requirements in the Requirements Traceability Matrix shall:

- 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 Project Phase according to the following:
    - High priority - the requirement shall be fulfilled during the associated Phase and the requirement has one or more high priority requirements dependent upon its fulfillment;
    - Medium priority - the requirement shall be fulfilled during the associated Phase and the requirement has one or more medium priority requirements dependent upon its fulfillment;
    - Low priority - the requirement may 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 shall provide Technical Architecture Documentation, in accordance with the DED for which SOS has provided Acceptance, which describes the logical, physical, and implementation details of the entire VoteCal System. The Technical Architecture Documentation Deliverable shall describe how the hardware, application, and application support software will be integrated to support the proposed solution. The Deliverable shall 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 shall also explain data exchange interfaces, including those with the EMSs, DMV, EDD, CDPH and CDCR. Discussion of the database layer shall 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 – which is incorporated into the IPS – 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 shall 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 shall be identified by function (e.g., telecommunications). Contractor shall supply, at Contractor's own expense, any changes that Contractor deems necessary to facilities, network hardware or software, and/or network configuration management components, and Contractor must support the additions at its own expense throughout Phase VII – First Year Maintenance and Operations and (if applicable) the five (5) year additional Maintenance and Operations

period. See also requirements T3.6, T6.2 and T6.3 in Section VI – Project Management, Business and Technical Requirements.

The Deliverable shall 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 shall adhere to SOS policy that prohibits storage of identifiable voter data at facilities that are not SOS-controlled.

The architecture description in this Deliverable shall be implemented, and the Deliverable shall be updated as required throughout the life of the VoteCal Project.

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

Contractor shall develop and update the VoteCal System Data Model and Data Dictionary based on information in the VoteCal System Functional Specification (Deliverable II.2), the VoteCal System Detailed Design Specifications (Deliverable II.3) and the VoteCal System Technical Architecture Documentation (Deliverable II.6). The Deliverable shall conform to the Deliverable II.7 DED for which the SOS has provided Acceptance, the PMP, and the IPS.

The data model presented in this Deliverable 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 as part of the submitted DED for this Deliverable. The VoteCal System data shall be modeled in a standard, consistent, and predictable manner, thus facilitating the data model as a major resource to the Project. The data model shall be dynamic and the Contractor shall keep the model up-to-date at all times as part of ongoing software configuration management.

The data dictionary portion of this Deliverable shall 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. The data dictionary will be dynamic and the Contractor shall keep the data dictionary up-to-date at all times as part of ongoing software configuration management.

Contractor shall, 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, with sufficient lead time to enable SOS staff to complete report design and development before Phase IV - Testing begins. Accordingly, Acceptance Criteria for this Deliverable shall include SOS-acknowledged completion of this training and knowledge transfer which shall be defined by Contractor 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 DED for which SOS has provided Acceptance, the PMP and the IPS. The DIP shall 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 delivered DIP shall include the extent of data integration as well as a recommendation of the timing of and the method by which the county historic data (including all cancelled records) will be integrated and imported into the VoteCal system. The DIP shall address the Contractor conversion strategy of "cut-over", "phased", or "parallel processing" with Calvoter until the VoteCal System becomes the single database of record and the full VoteCal solution is implemented, with contingency provisions for rollback ("cut-back") in Phase V – Pilot Deployment and Testing and all subsequent Phases. Data integration for the pilot counties shall be addressed in addition to integration of the remaining counties. SOS expects that data integration for each county will be performed only once. The integrity of the existing Calvoter systems and data (which constitute the State's current official list of registered voters), shall be maintained through the end of Phase VI – Deployment and Cutover.

The DIP shall document the integration process for each of the EMSs currently in use. Additionally, the DIP shall 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; and
- 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 the Project until the VoteCal System is deployed to 58 counties without requiring duplicate data entry by county elections officials' staff; and
- Decommissioning of Calvoter and Calvalidator and transition to the new application.

Contractor shall use a test data set to run the complete data integration program suite. The testing of data integration shall be performed, and all data shall be validated by SOS as a necessary condition for the SOS Project Director's authorization to start data integration efforts in Phase V – Pilot Deployment and Testing.

Contractor shall prepare an environment for data integration in accordance with the IPS and the VoteCal System Technical Architecture Documentation (Deliverable II.6).

The DIP shall be finalized and submitted at a time that provides sufficient State business days for SOS to review and provide Acceptance thirty (30) calendar days before starting data integration activities (to be initiated in Phase III – Development). A test of data integration shall be performed and all data validated by SOS prior to the full integration commencing in accordance with the PMP and IPS.

This Deliverable shall be implemented, and shall be updated as required during the life of the VoteCal Project.

Deliverable II.9 – VoteCal System Training Plan

Contractor shall develop a VoteCal System Training Plan, in accordance with the DED for which SOS has provided Acceptance. The Training Plan shall be based on and consistent with information in Deliverables II.4 - VoteCal System EMS Integration and Data Exchange Specifications Document, II.6 - VoteCal System Technical Architecture Documentation, II.2 - VoteCal System Functional Specification, and I.5 - VoteCal System OCMP. This Training Plan shall address 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 shall 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 after Phase VI – Deployment and Cutover. The comprehensive Training Plan shall 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; and
- 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. Contractor shall develop curriculum for these policy and business changes and provide this training to county elections; officials staff. Contractor shall also train SOS staff in such a manner that they can then train county elections officials and their staff after Phase VI – Deployment and

Cutover. Content that shall be covered in Contractor's training 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 the Report of Registration (ROR).

Contractor shall provide a fully functional VoteCal System Training environment that is separate from the VoteCal System Development, Test and Production environments. (This Training environment shall have been described in Contractor's Deliverable II.6 – VoteCal System Technical Architecture Documentation.) Contractor must deliver a populated training database that contains fictitious voter information. Database refresh process and procedures must be included in the Training Plan.

This VoteCal System Training Plan shall be implemented, and shall be updated as required during the life of the VoteCal Project.

Deliverable II.10 – Phase 0 Ongoing Process Tasks and Deliverables

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

Overview of Development and Testing Requirements and Constraints

This subsection describes general requirements and constraints related to development and testing activities that shall be conducted from Phase III through the end of the VoteCal Project. SOS and counties will not provide resources for performance of development/testing activities, except as explicitly noted in the context of discussion of this Phase and subsequent Phases of the VoteCal project.

If Contractor is implementing its own Commercial off-the-Shelf (COTS) application or a Modified-off-the-Shelf (MOTS) application, or implementing other Pre-existing Materials as part of the VoteCal System, Contractor shall perform out-of-the-box testing to validate that the base product is functioning properly. Negative testing scenarios must be included in this testing. All other responsibilities and Deliverables as described in

this Exhibit apply to COTS or MOTS applications and solution components that are Pre-existing Materials as well as custom-developed components.

In general, SOS VoteCal team members shall be responsible for:

- Communications and coordination with counties on county testing activities;
- Execution of contracts with EMS vendors to secure EMS remediation activities and EMS participation in testing, and communication to EMS' during the VoteCal Project;
- Planning and executing User Acceptance Testing (UAT) for the VoteCal system and interfaces, including end-to-end testing as necessary precondition for Acceptance of the system and decision to proceed with Phase V – Pilot Testing and Deployment;
- Coordinating submission of reports of testing results and identified Deficiencies in accordance with procedures documented in the Deliverable III.2 – Test Plan for which SOS has provided Acceptance;
- Designing, developing and testing VoteCal end-user reports that are described in the VoteCal Reports Description document in the Bidder's Library;
- If SOS chooses, observation of testing performed by the Contractor; and
- Coordination of IV&V review of Contractor's development and testing Deliverables and artifacts.

In general, Contractor shall be responsible for:

- All development activities, including establishment of required technical environments and performance of unit testing;
- Planning and performing thorough testing – including system/integration testing, testing of integration/upload of county data, load testing, backup/recovery testing, performance testing, and regression testing – of the VoteCal solution;
- Training all EMS, county elections officials' staff, and SOS testers in use of the VoteCal system prior to commencement of these parties' testing activities;
- Planning and executing testing and certification of EMS data integration and compliance with VoteCal requirements, including definition and scheduling of required EMS vendor participation in this testing;
- Documenting results of all testing performed or coordinated by Contractor;
- Correcting Deficiencies that are identified during testing that is performed by Contractor, by SOS, and by county elections officials' staff and EMS vendor staff;
- Maintaining the Test Defect Log, and documenting corrections for Deficiencies;
- Conducting and documenting regression testing after Deficiency corrections are applied;
- Managing all technical environments and artifacts, including establishing and executing version control and migration/refresh paths and procedures for

software artifacts and system instances, communicating changes and refreshes to all Contractor team members and SOS VoteCal team members;

- Maintaining backward and forward requirements traceability throughout the Project;
- Defining, planning and managing pilot testing as described in Phase V – Pilot Deployment and Testing;
- Documenting and providing to SOS the test cases/test scripts for all testing for which Contractor is responsible; and
- Recognizing and incorporating constraints identified below in planning and executing development and testing activities throughout the VoteCal Project.

Contractor shall accommodate the general constraints and requirements cited in Attachment 1, Exhibit 2.A – Introduction, In addition to those general constraints and requirements, Contractor shall incorporate the following constraints in planning and execution of development and testing:

- County and SOS resources will perform UAT, and shall be supported by Contractor as described in this Exhibit's description of roles and responsibilities, above. Contractor shall incorporate time in the IPS for UAT.
- SOS shall conduct two (2) stages of UAT prior to Phase V – Pilot Deployment and Testing. The first will be performed on the VoteCal system plus external interfaces (e.g., California Department of Corrections and Rehabilitation, California Department of Public Health, Department of Motor Vehicles, etc.). The second stage of UAT will be full end-to-end UAT, incorporating EMS functions along with scope of the first-stage UAT, conducted after Contractor's certification of EMS data integration and compliance.
- SOS shall not conduct UAT concurrent with Contractor's system/integration testing of same scope. For example, SOS first-stage UAT will be performed after, not in parallel with, Contractor's testing of the VoteCal system and external interfaces.
- If Deficiencies in EMS remediation are identified during testing to certify the EMS, regression testing after application of corrections shall include time for EMS vendors' regression testing of functions outside the scope of the EMS-VoteCal interface.
- SOS and counties will not provide testers for testing of peak concurrent user and concurrent transaction requirements defined in Section VI.E – Technical Requirements and Response Form, T4: Performance and Capacity.
- SOS expects county and SOS participation in final deployment ("cutover") testing and validation activities.
- Follow-on regression testing shall be conducted by Contractor and by SOS as errors are identified and corrected during UAT in Phase IV – Testing as well as throughout the rollout of the new system to all the counties during Phase V – Pilot Deployment and Testing, and Phase VI – Deployment and Cutover.

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. Contractor's plan and schedule (as reflected in the IPS) for installation of any required changes to the SOS data center shall reflect the fact that the State must acquire approval of changes to the data center from the Department of General Services and the California Technology Agency, and this approval process can take four to six (4 to 6) months.

The VoteCal System technical environments shall be implemented as specified in the VoteCal System Technical Architecture Documentation (Deliverable II.6). Contractor shall provide all environments required for the Project. 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 include but are not necessarily limited to:

- 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; 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 DED for which SOS has provided Acceptance, all testing-related requirements and constraints described in this Exhibit 2 – Tasks and Deliverables, the PMP and the IPS. This Test Plan shall address all levels of hardware and software testing, including methodology, test procedures, test script development, testing training required for team members who perform UAT, 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. The Test Plan shall include discussion of and timing of training that Contractor

shall provide for SOS and county elections officials' staff in preparation for UAT that SOS will conduct in addition to Contractor's testing in Phase IV – Testing.

The testing components shall include 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; and
- Performance testing.

The Deliverable will incorporate constraints and requirements related to development and testing as described in subsections A – Introduction and E. Phase III – Overview of Development and Testing Requirements and Constraints. System testing shall be conducted by the Contractor prior to UAT that is conducted in Phase IV – Testing. Follow-on regression testing shall be conducted as errors are identified and corrected during UAT in Phase IV – Testing as well as throughout the rollout of the new system to all the counties during Phase V – Pilot Deployment and Testing, and Phase VI – Deployment and Cutover.

A simulated load representing full usage by fifty-eight (58) counties may be used at the onset of system testing; however, as counties are transitioned to the new system during Phase V – Pilot Deployment and Testing and Phase VI – Deployment and Cutover, periodic testing shall be performed to validate that the VoteCal System meets all performance and capacity requirements.

The Test Plan shall include a Test Defect Log, and shall be finalized by Contractor and submitted to SOS with sufficient lead time to achieve SOS Acceptance of the Test Defect Log no later than fifteen (15) State business days prior to the commencement of testing activities in Phase IV - Testing. In preparing this Test Plan, Contractor shall assume that testing of end-user VoteCal reports by the SOS VoteCal team will be conducted concurrent with Contractor testing. The Test Plan shall accommodate and describe tasks for communication and coordination with the SOS team members responsible for development and testing of VoteCal reports.

The Test Plan shall accommodate the need to correct Deficiencies in the VoteCal System between Phase V - Pilot Deployment and Testing and Phase VI - Deployment and Cutover, and shall provide sufficient methodology and time to perform end-to-end testing after Deficiencies are corrected, before Phase VI - Deployment and Cutover commences, and at least twice during Phase VI – Deployment and Cutover at times mutually agreed upon by SOS and the Contractor.

In preparing the Test Plan and other testing-related Deliverables, Contractor shall assume a total of 1.5 million voter registration records and at least six (6) counties participating in the pilot in Phase V – Pilot Deployment and Testing.

This Test Plan shall be implemented, and shall be updated as required during the life of the VoteCal Project.

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

Contractor shall develop a detailed Acceptance Test Plan for Certification of EMS Data Integration and Compliance that describes Contractor's activities to test the integration of each EMS with the VoteCal System, in accordance with the DED for which SOS has provided Acceptance, the PMP, and the IPS, and as specified by the VoteCal System Detailed Design Specifications (Deliverable II.3). This Deliverable shall include:

- Identification of what will be tested and the order of testing;
- Test scripts and description of test data to be used that shall validate within-county business functions and data as well as processes/data that involve multiple counties;
- Roles and responsibilities of the county elections officials and their staff, the EMS vendors, 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; and
- How backup, recovery, load balancing, and stress testing will be incorporated.

Prior to any pilot testing with counties during Phase V – Pilot Deployment and Testing, the Contractor shall perform integration testing to simulate all business functions that occur in an election cycle.
The VoteCal IV&V contractor shall participate in execution of this testing, observe testing activities for this Deliverable and shall review and validate delivered reports.

This Deliverable shall be implemented, and shall be updated as required during the life of the VoteCal Project.

Deliverable III.4 – VoteCal System Organizational Change Management Plan (OCMP) Updated

Contractor shall update the VoteCal System OCMP (Deliverable I.5), in accordance with the DED for which SOS has provided Acceptance, the PMP and the IPS, to address the specification, design and workflow elements identified during Phase II - Design and to

provide detail on how the change in business processes will be managed with SOS and county users.

This Plan shall be implemented, and shall be updated as required throughout the life of the VoteCal Project.

Deliverable III.5 – VoteCal System Implementation and Deployment Plan

Contractor shall produce a VoteCal System Implementation and Deployment Plan in accordance with the DED for which SOS has provided Acceptance, the PMP and the IPS. This Deliverable shall detail SOS transition from the legacy Calvoter system to the new VoteCal System solution. This Deliverable shall address how the new solution will be deployed to SOS business users, county users, other stakeholders, and external users. This Plan shall 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 county and 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 management checkpoints, and the critical path;
- Dates 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 ("cut-back") plan should the transition fail; and
- Approach and staffing (including but not limited to SOS Level 1 and Contractor Level 2 and above help desk staffing, and required county roles) for support of pilot counties during Phase V - Pilot Deployment and Testing and for statewide support during Phase VI - Deployment and Cutover.

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

Deliverable III.6 – VoteCal System Source Code and Documentation

In accordance with the IPS and upon completion of Contractor's quality assurance/quality control reviews and unit testing of the VoteCal System code,

Contractor shall conduct a code review walk-through of the VoteCal System Software and Contractor Commercial Proprietary Software with the SOS team. Upon completion of this walk-through and correction of Deficiencies identified by SOS, Contractor shall deliver to the SOS Project Director or designee the current VoteCal System Source Code and Documentation, which shall include:

- A copy of the VoteCal System Software Source Code and of the Contractor Commercial Proprietary Software Source Code, each in machine-readable format;
- One copy each of the current VoteCal System Software Object Code or logical equivalent, Contractor Commercial Proprietary Software Object Code or logical equivalent, plus Object Code or logical equivalent for any Third Party Software or Platform Software included within the VoteCal System; and
- VoteCal System Source Code Documentation, which shall include but not be limited to the types of documentation listed below, as appropriate for the Contractor's proposed VoteCal solution and current as of the version of the VoteCal System Source Code and Object Code (or logical equivalent) delivered to SOS at the end of Phase III - Development:

    1. Functional specifications (which describe the function of a Software module from a user point of view in detail) and designs for the Software, including but not limited to background and the database schema, entity relationship diagrams (where applicable), data objects, and user interface objects. This requirement may be satisfied by documentation that includes current versions of materials included in Deliverables II.2 - VoteCal System Functional Specifications, II.3 – VoteCal System Detailed System Design Specifications, II.6 - VoteCal System Technical Architecture Documentation, and II.7 – VoteCal System Data Model and Data Dictionary.
    2. Information describing how to compile and link the Source Code modules to obtain working Software, as well as data structures outside of the modules which are required to configure or drive the modules.
    3. Source Code and documentation for database definition and database procedures (SQL definitions), graphical user interface modules, data interface modules and other Software modules, including but not limited to build procedures.
    4. Documentation describing installation and support policies and procedures.
    5. Detailed instructions for a programmer and programming notes.
    6. A description of how each interface will work on a technical level, the content and format of protocols streams, and other technical considerations. This requirement may be satisfied by documentation that includes current versions of materials included in Deliverables II.1 – VoteCal System Requirements Specifications, II.3 – VoteCal System Detailed System Design Specifications, II.4 – VoteCal System EMS Integration and Data Exchange Specifications

Document, II.6 – VoteCal System Technical Architecture Documentation and II. 7 – VoteCal System Data Model and Data Dictionary.

7. All relevant commentary, explanations, and other documentation for the Software.

Contractor shall provide Source Code, Source Code Documentation and Object Code as defined above for this Deliverable at no additional cost, via electronic download or on magnetic media (at Contractor's option) in a format that is approved by SOS as part of SOS Acceptance of the DED for this Deliverable. Delivered Source Code, Object Code and Source Code Documentation as defined above for this Deliverable shall be current as of completion of unit testing and code walk-throughs and correction of all identified Deficiencies in Phase III – Development.

Contractor shall also submit updated VoteCal System Source Code and Documentation, including all components defined above for this Deliverable III.6 – VoteCal System Source Code and Documentation, at the following times:

- In Phase IV – Testing, Phase V – Pilot Deployment and Testing, Phase VI – Deployment and Cutover, and Phase VII – First Year Operations and Close-out;
- Within ten (10) State business days of any SOS request for updated version of VoteCal System Source Code and Documentation; and
- During the extended warranty period of up to five (5) years, if SOS chooses to contract for an extended warranty period, whenever Contractor either delivers an Enhancement to the VoteCal System or makes changes to either the VoteCal System or VoteCal System Source Code Documentation (as described above) as a result of correcting a Deficiency.

In addition, the Contractor shall provide code walk-throughs on the VoteCal System Software and VoteCal System Contractor Commercial Proprietary Software upon request of SOS on an ongoing basis throughout the life of the Project.

Deliverable III.7 – Phase 0 Ongoing Process Tasks and Deliverables

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 activities in Phase V – Pilot Deployment and Testing. At the completion of data integration for pilot counties, Contractor shall provide a VoteCal System Pilot County Data Integration Report that documents the integration effort, all Deficiencies identified during integration, and correction of Deficiencies, in accordance with the DED for which SOS has provided Acceptance, Deliverable II.8 – VoteCal System Data Integration Plan, the PMP and the IPS. Contractor shall resolve all Deficiencies and validate the integration. The Report shall be discussed with the SOS team and others that may be impacted by the system Deficiencies. SOS shall have final authority on the resolution and/or mitigation strategy for each reported problem. Contractor shall iterate integration testing until all Deficiencies are corrected and all corrections are validated by SOS. Finally, the Deliverable shall identify "lessons learned" from the pilot county integration and how these shall be addressed in future county integrations. The Deliverable shall be finalized and submitted to SOS for review and Acceptance at the completion of data integration and correction of Deficiencies.

Deliverable IV.2 – VoteCal Acceptance Test Completion, Results and Defect Resolution Report

The scope of this Deliverable includes:

- Contractor's support for SOS UAT that will be performed in two (2) stages as described in this Exhibit, Phase III – Development, Overview of Development and Testing Requirements and Constraints; and
- Contractor's completion of acceptance testing and Certification of EMS compliance for pilot counties.

The Contractor shall develop and maintain the Acceptance Test Results Defect Resolution Report which shall document all Contractor and SOS executed 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 Deficiencies identified during Contractor's acceptance testing and SOS UAT. Contractor shall submit this Deliverable, including documentation of testing results and all corrections of identified Deficiencies, at the completion of the first stage of SOS UAT, and shall deliver two updated versions: one at the completion of Contractor's acceptance testing and Certification of EMS compliance for pilot counties and the other at completion of the second stage of SOS UAT.

Contractor shall fully support the SOS team's execution of each of the UAT stages, including maintaining the Test Defect Log, correcting identified Deficiencies, and managing test environments and development artifacts as described in Phase III – Development, Overview of Development and Testing Requirements and Constraints. Contractor's support for SOS UAT shall also include execution of load simulation based on SOS-defined parameters, timing measurements for transactions for performance testing, correcting identified Deficiencies and documenting corrections of Deficiencies in the Test Defect Log.

Contractor shall also conduct and coordinate testing to certify EMS compliance with VoteCal requirements based on Deliverable III.3 – Acceptance Test Plan for Certification of EMS Data Integration and Compliance, and shall correct identified Deficiencies.

SOS UAT and Contractor's testing for Certification of EMS compliance shall include but are not limited to the following areas:

- System component functional testing;
- Interface testing;
- Regression testing;
- End-to-end testing;
- Stress and load testing;
- Performance testing; and
- Backup and recovery.

Deliverable IV.3 – VoteCal System Documentation and Updated VoteCal System Source Code

Contractor shall deliver VoteCal System Documentation that describes and supports the entire VoteCal Solution including the following aspects: system design and architecture specifications; requirements; program design; programming and ancillary processing components; system Help, information messages and error messages; database schema, system Data Model and data dictionary; hardware, equipment and software configuration settings; data exchange, interface specifications and communication protocols; end-user usage and training materials; testing; VoteCal system operations; and, help desk and operations support of the VoteCal Solution.

The delivered VoteCal System Documentation shall include updated versions of VoteCal System Source Code Documentation as described for Deliverable III.6 - VoteCal System Source Code and Documentation, plus additional documentation to satisfy the documentation-related requirements described for this Deliverable IV.3. The VoteCal System Documentation shall also include but not be limited to the following types of documentation:

- System Operations;

- System Technical Documentation;
- System Operational Recovery Procedures;
- System End User's Documentation;
- Help Desk Documentation, including procedures for both SOS help desk (Level 1) and Contractor help desk (Level 2 and above) – see additional information below;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the applications as implemented;
- Database schema and Data Dictionary;
- Application program interfaces;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures; and
- System Maintenance Documentation.

As specified in the VoteCal Request for Proposals Section VI.B.2 – Training, the Contractor shall ensure that the SOS help desk and Contractor help desk are established and that training for help desk staff is provided before deployment of the VoteCal system in Phase V – Pilot Deployment and Testing. The Contractor shall develop, provide and maintain documented SOS help desk and Contractor help desk procedures and troubleshooting guidelines to enable help desk staff to support the VoteCal System and VoteCal System Environment as part of this Deliverable. These help desk procedures and trouble-shooting guidelines shall be consistent with the VoteCal solution as of the end of Phase IV – Testing, inclusive of all VoteCal System and business procedural changes implemented as a result of testing. These procedures and guidelines shall be included in training for help desk staff as part of Deliverable V.1 - Develop VoteCal System Training Materials and Complete Training before the Pilot and shall be pilot tested as part of completion of Deliverable V.2 – Conduct Pilot Testing and Provide Pilot Results Report.

Materials that Contractor submits to fulfill requirements of this Deliverable IV.3 – VoteCal System Documentation and Updated VoteCal System Source Code may include updated versions of Deliverables that were delivered in prior Phases.

Contractor shall also deliver current versions of:

- VoteCal System Software Source Code and Contractor Commercial Proprietary Software Source Code in machine-readable format; and
- VoteCal System Software Object Code or logical equivalent, Contractor Commercial Proprietary Software Object Code or logical equivalent, plus Object Code or logical equivalent for any Third Party Software or Platform Software included within the VoteCal System.

All delivered Source Code, Object Code (or equivalent), Source Code Documentation and System Documentation described above for this Deliverable IV.3 – VoteCal System Documentation and Updated VoteCal system Source Code shall reflect the state of the VoteCal Solution as of the end of Phase IV - Testing, including all changes necessitated by changes to the VoteCal System, materials and procedures during Phase IV.

Deliverable IV.4 – Phase 0 Ongoing Process Tasks and Deliverables

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.

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, SOS technical system support staff and county elections officials' staff, in accordance with the current/updated Deliverable II.9 – VoteCal System Training Plan. Contractor shall conduct initial training for SOS staff and county elections officials' staff in pilot counties to prepare the SOS and counties for pilot testing. . Contractor shall provide detailed written desktop procedures, policies, and full documentation for the VoteCal System, and shall provide the SOS staff assigned to support the Level 1 help desk with full training to support the VoteCal system before initiation of county pilot activities in Phase V – Pilot Deployment and Testing.

All training shall be scheduled and conducted to occur with sufficient lead time to prepare SOS and pilot county users in advance of the counties' initiation of the pilot that is executed in Phase V – Pilot Deployment and Testing. Training and documentation for the SOS help desk must be provided in time to ensure the help desk is operational prior to counties' initiation of pilot activities.

The Contractor shall provide application training to all SOS help desk personnel on the use of the VoteCal System and any Contractor-provided help desk software.

Training aids, manuals, quick reference guides and other training materials shall be provided as part of the solution, and shall:

- Reflect the solution as implemented in Phase V – Pilot Deployment and Cutover;

- Be provided for each type of training needed;
- Be delivered to SOS in MS Office 2003 electronic format and on paper (one hard copy per SOS and county trainee) at the time that training is conducted.

Deliverable V.2 – Conduct Pilot Testing and Provide Pilot Results Report

Upon SOS Project Director's approval to initiate pilot deployment and cutover, Contractor shall conduct pilot testing for the selected pilot counties to appraise the data integration, training, help desk support (both SOS help desk and Contractor help desk), prepared system documentation, and deployment and operation processes and procedures. Contractor shall conduct the pilot through a live election cycle if it does not extend the 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, shall be maintained throughout the end of Phase VI – Deployment and Cutover. Contractor shall 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 start of the pilot. 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 shall update Deliverable III.3 - Acceptance Test Plan for Certification of EMS Data Integration and Compliance as appropriate based on the contents of the Pilot Results Report submitted with Deliverable V.2.

The SOS Project Director's approval to proceed with pilot county deployment shall be based on criteria that include SOS Acceptance of Deliverable IV.1 – VoteCal System Pilot County Data Integration Completion and Report and Deliverable IV.2 – VoteCal Acceptance Test Completion, Results and Defect Resolution Report, including Contractor's Certification of EMS compliance and completion of SOS end-to-end UAT as well as Contractor correction of identified Deficiencies.

Contractor shall provide Level 2 help desk support for pilot counties during Phase V - Pilot Deployment and Testing and on an ongoing basis thereafter, in accordance with the current VoteCal System Implementation and Deployment Plan (Deliverable III.5, updated as Deliverable V.4 and as required throughout the Project) for which SOS has provided Acceptance, documented help desk procedures for which SOS has provided Acceptance (included in Deliverable IV.3 - VoteCal System Documentation and Updated VoteCal System Source Code, and updated as part of Deliverable V.3 – Updated System, Documentation and Training Materials including VoteCal System Source Code and as required throughout the Project), and the requirements identified in Attachment 1, Exhibit 4 – Hardware, Platform Software and VoteCal System Maintenance and Operations Services and Help Desk Service Levels, and in Attachment 1, Exhibit 5 – Application Software and Platform Software Maintenance and Operations Services and Help Desk Service Levels.

Deliverable V.3 - Updated System, Documentation and Training Materials including VoteCal System Source Code

Contractor shall implement updated VoteCal system components as required to correct Deficiencies and resolve problems identified during pilot deployment and testing. All Deficiencies uncovered during pilot testing shall be resolved and regression testing to validate resolution of Deficiencies shall be conducted on the VoteCal System before Phase VI – Deployment and Cutover begins.
Contractor shall deliver updated versions of:

- VoteCal System Software Source Code and Contractor Commercial Proprietary Software Source Code in machine-readable format;
- The current VoteCal System Software Object Code or logical equivalent, Contractor Commercial Proprietary Software Object Code or logical equivalent, plus Object Code or logical equivalent for any Third Party Software or Platform Software included within the VoteCal System;
- VoteCal System Source Code Documentation as described in Deliverable III.6 – VoteCal System Source Code and Documentation and as appropriate for the Contractor's proposed VoteCal Solution; and
- Updated versions of training materials produced for Deliverable V.1 – Develop VoteCal System Training Materials and Complete Training Before the Pilot, as well as updated versions of all other VoteCal System Documentation that is described in Deliverable IV.3 – VoteCal System Documentation and Updated VoteCal System Source Code.

All components of this Deliverable V.3 – VoteCal System, Documentation and Training Materials including VoteCal System Source Code shall reflect the state of the VoteCal Solution as of the end of Phase V – Pilot Deployment and Testing, and shall reflect all changes to the VoteCal Solution that were made as a result of Deficiencies identified and lessons learned during Phase V – Pilot Deployment and Testing.

-

Deliverable V.4 - Revised/Updated System Implementation and Deployment Plan

Contractor shall update the VoteCal System Implementation and Deployment Plan (Deliverable III.5) to reflect required changes in the implementation and deployment tasks and procedures based on the findings and results of the pilot testing.

Deliverable V.5 – Phase 0 Ongoing Process Tasks and Deliverables

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 conduct training of the county elections officials' staff in accordance with Deliverable III.5 – VoteCal System Implementation and Deployment Plan, the current/updated Deliverable II.0 – Training Plan and the IPS. Contractor shall ensure that training materials reflect changes to the VoteCal System as of the end of Phase V – Pilot Deployment and Testing and are created sufficiently far in advance to train all remaining county elections officials' staff before deployment and cutover activities begin. 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 shall conduct any updated training necessary as a result of findings from pilot testing in Phase V – Pilot Deployment and Testing, to prepare the SOS staff - including technical, help desk, business staff, and trainers - 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, and updates to system documentation (Deliverable V.3 – Updated System, Documentation and Training Materials including VoteCal System Source Code).

Deliverable VI.3 – VoteCal System Help Desk Implementation and Support

Contractor must provide detailed written desktop procedures, policies, and full documentation for the VoteCal System and provide the SOS staff assigned to support the Level 1 help desk with full training to support the VoteCal system. Contractor shall refresh help desk materials and training materials to incorporate changes necessitated as a result of lessons learned during Phase V – Pilot Deployment and Testing.

The Contractor shall provide appropriate software to log, manage, escalate, and resolve problems, requested changes, system issues, etc., that are reported by VoteCal System users.

The Contractor shall be responsible for Level 2 and above help desk support. (SOS will be responsible for Level 1 support of the application.) The Contractor help desk support shall be staffed to meet service levels and requirements described in Attachment 1, Exhibit 4 – Hardware, Platform Software and VoteCal System Maintenance and Operations Services and Help Desk Service Levels, and in Attachment 1, Exhibit 5 – Application Software and Platform Software Maintenance and Operations Services and Help Desk Service Levels.

The Contractor shall provide help desk monthly status reports including, but not limited to, Help Desk staffing, call volumes, call duration (average and peak), time taken to resolve a reported problem, outstanding calls and unresolved issues as of the date of the report, call times, peak usage, call types, quality issues, and recommendations. Contractor shall also develop and provide standard help desk reports to SOS, including monthly operational statistics reports and weekly incident reports to demonstrate that Contractor has met appropriate help desk service level agreements defined in Attachment 1, Exhibit 4 – Hardware, Platform Software and VoteCal System Maintenance and Operations Services and Help Desk Service Levels, and in Attachment 1 Exhibit 5 – Application Software and Platform Software Maintenance and Operations Services and Help Desk Service Levels.

The Contractor shall report initial problem receipt and problem resolution to the SOS help desk. The information that Contractor shall supply to the SOS help desk on problems or events shall include but not be 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

Upon SOS Project Director's approval to proceed with deployment and cutover, Contractor shall initiate and complete data clean-up and uploading of all EMS data for counties that did not participate in the pilot (Phase V – Pilot Deployment and Testing), in accordance with the current VoteCal System Data Integration Plan (Deliverable II.8, updated as required during the Project). This clean-up and uploading shall include full integration of all county registration data into a single statewide record for each registered voter.

Contractor shall conduct integration testing of and resolve problems arising from VoteCal system Deficiencies, in accordance with the Acceptance Test Plan for Certification of EMS Data Integration and Compliance (Deliverable III.3). SOS team members and/or IV&V shall observe testing activities performed by Contractor and county elections officials' staff to verify documented results.

Upon Certification of EMS data integration and compliance, Contractor shall deliver an updated Deliverable IV.2 – VoteCal System Acceptance Test Completion, Results and Defect Resolution Report that documents results of the data integration and associated testing, including documented resolution of all Deficiencies.

Deliverable VI.5 – VoteCal System Final Deployment Report including Delivery of Updated VoteCal System Source Code and System Documentation

Contractor shall conduct deployment of the VoteCal System in accordance with the updated VoteCal System Implementation and Deployment Plan (Deliverable V.4), the PMP and the IPS. Contractor shall, at the conclusion of the deployment when all counties have been implemented, submit a VoteCal System Final Deployment Report indicating that all deployment activities have been completed including description of status of all outstanding Deliverables, outstanding deployment issues, and the tasks that must be completed to resolve outstanding issues and complete any outstanding Deliverables.

Contractor shall also deliver updated versions of:

- VoteCal System Software Source Code and Contractor Commercial Proprietary Software Source Code in machine-readable format;
- The current VoteCal System Software Object Code or logical equivalent, Contractor Commercial Proprietary Software Object Code or logical equivalent, plus Object Code or logical equivalent for any Third Party Software or Platform Software included within the VoteCal System;
- VoteCal System Source Code Documentation as described in Deliverable III.6 – VoteCal System Source Code and Documentation and as appropriate for the Contractor's proposed VoteCal Solution; and
- Updated versions of all training materials produced for Deliverable V.1 – Develop VoteCal System Training Materials and Complete Training Before the Pilot, as well as updated versions of all other VoteCal System Documentation that is described in Deliverable IV.3 – VoteCal System Documentation and Updated VoteCal System Source Code.

All Source Code, Object Code and System Documentation submitted to fulfill requirements of this Deliverable VI.5 – VoteCal System final Deployment Report including Delivery of Updated VoteCal System Source Code and System Documentation shall reflect the state of the VoteCal Solution as of the end of Phase VI – Deployment and Cutover, and shall reflect all changes to the VoteCal Solution that were made as a result of Deficiencies identified and lessons learned during Phase VI – Deployment and Cutover.

Deliverable VI.6 – Phase 0 Ongoing Process Tasks and Deliverables

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.

PHASE VII – FIRST YEAR OPERATIONS AND CLOSE-OUT

Contractor shall provide SOS with complete VoteCal System warranty, maintenance and technical support services, commencing immediately after the VoteCal System is fully deployed to, implemented in, and certified in all counties, and SOS Project Director gives approval to proceed based on decision criteria that include SOS Acceptance of Deliverable VI.5 – VoteCal System Final Deployment Report including Delivery of Updated VoteCal System Source Code and System Documentation.

Levels of service for Phase VII are defined in Attachment 1, Exhibit 4 –Hardware, Platform Software and VoteCal System Maintenance and Operations Services and Help Desk Service Levels, and in Attachment 1, Exhibit 5 –Application Software and Platform Software Maintenance and Operations Services and Help Desk Service Levels.

Deliverable VII.1 – Monthly Operations and Performance Reports

Contractor shall provide the following during Phase VII – First Year Operations and Close-out 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) as described in Deliverable VI.3 – VoteCal System Help Desk Implementation and Support;
- 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; and
- Provide an escalation process by which all reported problems can be managed until resolved.

Contractor shall provide telephone and email help desk support for problem resolution and troubleshooting for the duration of the maintenance period, per terms of (1) Attachment 1, Exhibit 4 –Hardware, Platform Software and VoteCal System Maintenance and Operations Services and Help Desk Service Levels, (2) Attachment 1, Exhibit 5 –Application Software and Platform Software Maintenance and Operations Services and Help Desk Service Levels, (3) Help Desk Documentation for which SOS has provided Acceptance (as part of Deliverable V.3 – Updated System, Documentation and Training Materials including VoteCal System Source Code); and (4) required Help

Desk support time frames and actions as delineated in the description of Deliverable VI.3 – VoteCal System Help Desk Implementation and Support in this Exhibit.

Deliverable VII.2 – VoteCal System Final Documentation and Current VoteCal System Source Code

At the conclusion of Phase VII – First Year Operations and Close-out, Contractor shall ensure that the most up-to-date versions of all VoteCal System components are implemented.

Contractor shall also deliver current and updated versions of:

- VoteCal System Software Source Code and Contractor Commercial Proprietary Software Source Code in machine-readable format;
- The current VoteCal System Software Object Code or logical equivalent, Contractor Commercial Proprietary Software Object Code or logical equivalent, plus Object Code or logical equivalent for any Third Party Software or Platform Software included within the VoteCal System;
- VoteCal System Source Code Documentation as described in Deliverable III.6 – VoteCal System Source Code and Documentation and as appropriate for the Contractor's proposed VoteCal Solution; and
- Updated versions of all training materials produced for Deliverable V.1 – Develop VoteCal System Training Materials and Complete Training Before the Pilot, as well as updated versions of all other VoteCal System Documentation that is described in Deliverable IV.3 – VoteCal System Documentation and Updated VoteCal System Source Code.

In addition, Deliverable VII.2 – VoteCal System Final Documentation and Current VoteCal System Source Code shall include:

- Complete system configuration and installation instructions so that all VoteCal System hardware and software components can be installed and maintained by an independent technician with appropriate skills;

- Complete records of all changes made to the VoteCal System during Phase VII – First Year Operations and Close-out which includes the Warranty Period, including the specific change made and the reason for the change;

- Complete records of all incidents and problems reported or encountered during Phase VII – First Year Operations and Close-out 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;

- Complete records of the VoteCal System availability and all outages to any delivered system component or function during Phase VII – First Year Operations

and Close-out, with specific reference to any incident or problem reports associated with each outage; and

- Complete and updated inventory of all VoteCal System hardware and software components – including manufacturer, model or version, and any options or customizations – reflecting the state of the VoteCal solution as of the end of Phase VII – First Year Operations and Close-out.

All components of this Deliverable VII.2- VoteCal System Final Documentation and Current VoteCal System Source Code shall reflect the state of the VoteCal System as of the end of Phase VII – First Year Operations and Close-out, and shall reflect all changes to the VoteCal Solution that were made as a result of Deficiencies identified and lessons learned during Phase VII – First Year Operations and Close-out.

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 SOS has provided Acceptance for this Deliverable.

Deliverable VII.3 – Full VoteCal System Acceptance

Contractor shall present the complete VoteCal Solution to the VoteCal Project Manager, Project Director, and Executive Steering Committee for SOS Acceptance in accordance with the PMP and IPS. SOS's Full VoteCal System Acceptance shall be contingent on criteria that include conditions cited in Attachment 1, Section 10.(e) – Full System Acceptance. The SOS Project Director, upon recommendation of the VoteCal ESC and with input from the SOS Project Manager, IV&V and IPOC, will make full Acceptance.

Full VoteCal System Acceptance also includes transferring all required licenses to the State at the end of Phase VII – First Year Operations and Close-out without additional cost to the State.

Deliverable VII.4 – Phase 0 Ongoing Process Tasks and Deliverables

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 close-out tasks are complete including status of Deliverables and outstanding issues.

ATTACHMENT 1, EXHIBIT 3

SAMPLE DELIVERABLE EXPECTATION DOCUMENT

For [Deliverable Title]

(This template provides a sample of the required contents of a deliverable expectation document [DED]. Work plans that support the activity summary can be attached, and may be referenced to support the methodology and schedule summary.)

1. Introduction

[A brief overview defining the purpose of the deliverable and how it fits within the overall completion of the project should be here. Indicate if there are pre-requisite tasks and subsequent tasks.]

2. Deliverable Description

[Describe the deliverable's objectives and scope. Discuss the level of detail to be provided such as "will describe the rationale for design decisions, will provide a textual summary of the design with detailed design pseudocode in the appendices, will include database schema diagrams and database table relationships, field sizes and descriptions, and indices and keys."

Discuss the intended audience. If the document assumes a specific knowledge level, list the key concepts that must be understood (e.g., understanding of backup rotation schedules, understanding of registry editing, etc.). Do not use vague terms such as "basic knowledge of system administration".]

(a) Methodology for Creating the Deliverable

[Provide a brief explanation of tasks, activities, and methods to be used to develop the deliverable. If appropriate, include a process flow diagram. Do not duplicate methodologies described elsewhere (e.g., if the design methodology was described in detail in the proposal and project management plan, reference the appropriate document section). Indicate if there are any assumptions or constraints on the development of the deliverable.

In cases where the Contractor's methodologies differ significantly from the State's, it may be appropriate to require the Contractor to provide a mapping of its methodology to the State's methodology (as an appendix to the DED and/or the deliverable).]

(b) Applicable Standards

[List the specific industry and/or government standards that must be observed. Standards and methodologies include, but are not limited to: IEEE, PMBOK, CMMI, SEI, ISO, CA-PMM and other industry best practices. Thus, an example of a specific industry standard might be ISO 9000. Do not simply list "industry standards" or "IEEE." Indicate the format/order of the standards that are applicable or will be observed or if the contractor will provide a mapping of their format to the standard to show compliance.]

(c) Table of Contents

[List the table of contents or outline of the document. Discuss the content of each major section. Where appropriate or as requested by the project, provide a sample of this document from other engagements/projects or sample content, level of detail and format of key sections.]

(1) Section 1 – Introduction

[This section will provide a high-level overview of the deliverable, its scope and purpose.]

(2) Section 2 –

(3) Section 3 –

(4) Section 4 –

(5) Section 5 -

(6) Appendix A – Glossary (definitions must align with Project Glossary)

(7) Appendix B –

(8) Appendix C –

(d) Deliverable Requirements

[List the specific requirements for this deliverable from the Contract, Statement of Work, or Request for Proposal. List the specific source of the requirement, including document name, document date/version, paragraph or page number, and requirement number (from the Requirements Traceability Matrix/Database). Comments may include, but are not limited to: frequency of the requirements, timeframe, dependencies, constraints, etc.]

Table 1 - Deliverable Requirements

REQMT #	REQUIREMENT DESCRIPTION	SOURCE OF THE REQMT	COMMENT

(e) Deliverable Format

[List any required templates, diagrams, tables or specific content required for this deliverable. For instance in design and test deliverables, an updated requirements traceability matrix should be included in the final deliverable.

Indicate the format of the document and any associated diagrams, spreadsheets (e.g., MS Word, MS Visio, MS Project, etc.). Estimate the length/size of the document, and number of copies to be delivered.]

3. Deliverable Acceptance Criteria

[List the specific acceptance criteria for the deliverable. The first criteria should always be “Were the requirements met?” The criteria should be specific to the deliverable and indicate key needs of the project (e.g., must include detailed description of database sizing, growth considerations, performance considerations, and de-/normalization considerations).

Other general review criteria (which are primarily the same for all deliverables) may be referenced or attached. The following are the minimum acceptance criteria.]

- Did the deliverable comply with the applicable standards from Section 0 (above)?
- Were all requirements from Section 0 (above) met?
- Did the deliverable comply with the stated format requirements from Section 0 (above)?
- Does the deliverable comply with stated industry standards and/or best practices from Section 0 (above)?
- Is the deliverable consistent within itself (all acronyms, terms, roles, etc are consistent) and consistent with other deliverables already approved?
- Did the deliverable meet the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.)?
- Does the deliverable serve the purpose and objectives stated?

4. Deliverable Schedule

(a) Key Deliverable Dates

[List the key activities and due dates in the preparation and review of this deliverable. If appropriate, list key meetings, walkthroughs, inspections, and reviews. These tasks should be consistent with the activities and dates in the workplan and contractual timeframes regarding deliverable delivery, review, and approval/rejection.

Include time for state review of the deliverable and contractor incorporation of comments. Indicate if any activities/dates are on the critical path or have significant dependencies. The following is a sample.]

Table 2 - Key Deliverable Dates

KEY ACTIVITY	DUE DATE	COMMENT
DED Approval	xx/xx/20xx*	
Internal Walkthrough with Project		
Draft Deliverable Submitted		
State Review of Draft		Minimum of 5 business days
Walkthrough of Draft with Stakeholders		
Deadline for Comments on Draft		
Contractor Incorporation of Comments		
Final Deliverable Submitted		
State Review of Final		Minimum of 5 business days
Deliverable Approval		
Contractor Incorporation of Final Comments (if necessary)		

*Critical Date

(b) Schedule for Deliverable Updates

[If the deliverable is expected to be updated on a periodic basis, list the proposed schedule of updates and tentative time frames. Dates may be either “hard dates” (e.g., May 5 2004) or “soft dates” (30 days prior to System Test). If appropriate, reference the appropriate RFP/SOW requirement for the update.]

Table 3 - Deliverables Update Schedule

REASON FOR DELIVERABLE UPDATE	SOW REFERENCE	DATE DUE	COMMENT
Incorporate any changes from Code/Unit Test phase	[Reference, as used in SOW; i.e. paragraph #, or unique reference]		
Incorporate any changes from the Integration and System Test phase	SOW paragraph 3.2		
Incorporate any changes from the Acceptance Test phase			
Incorporate any changes from the Implementation phase			
Incorporate updates related to the first (M&O) system release			

5. Resources Required

[List the specific resources involved in the deliverable preparation and review. (Note that SOS is not developing DED or deliverable with Contractor.) Estimate the amount of time required from each key resource, particularly for any sponsor, user, or stakeholder staff involved. If appropriate, list the specific skill or knowledge required, such as knowledge of case management policy or experience with current system's financial reports. It is not necessary to list all contractor staff involved in the preparation, only the key staff or required skills.

This list is not intended to replace the workplan resources, but to identify specific individuals/skills needed to ensure successful completion of the deliverable.]

Table 4 - Required Resources

ROLE	NAME(S)	RESPONSIBILITIES	ESTIMATED NEED
Deliverable Lead			2 months
Deliverable Approver			5 days
Deliverable Reviewers			7 days
Subject Matter Experts			10 days
Policy Representative			10 days
IV&V			5 days

6. Deliverable Payment

[If applicable, indicate if this is a payment deliverable.]

7. Deliverable Expectation Document Approval

[The Contractor may recommend changes to the DED as warranted to improve a particular deliverable, subject to approval by SOS. SOS may also propose changes to the DED to improve its content relative to a particular deliverable, subject to the agreement by the Contractor.]

ATTACHMENT 1, EXHIBIT 4

HARDWARE, PLATFORM SOFTWARE AND VOTECAL SYSTEM MAINTENANCE AND OPERATIONS SERVICES AND HELP DESK SERVICE LEVELS

This Exhibit 4 describes the Hardware Maintenance and Operations (M&O) Services and help desk Services the Contractor must provide for the VoteCal System, including but not limited to any Platform Software incorporated as part of the Hardware. References hereafter in Exhibit 4 to Hardware include any Platform Software and interfaces incorporated as part of the Hardware.
The requirements in this Exhibit apply from Phase V – Pilot through Phase VII – First Year Operations and Close-out. The requirements will also apply during one (1) or more of its one-year periods for hardware maintenance and operations in the event that SOS chooses to exercise one (1) or more of the five (5) one-year contract option(s) for extended hardware support.

1. MAINTENANCE AND OPERATIONS

Following are Contractor Maintenance and Operations Services obligations for the Hardware, Platform Software and other parts of the VoteCal System:

a) Contractor shall maintain the Hardware to operate in accordance with its Specifications, including without limitation its manufacturer documentation and specifications.

b) Hardware M&O Services by Contractor shall include, including but not limited to tasks described in the RFP for the following: performance, capacity and throughput monitoring; firmware patch and version installation, configuration and testing; platform software update installation, re-configuration and testing; change control and coordination; troubleshooting; Deficiency 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.

c) Contractor shall ensure that Hardware parts, trained staff and Documentation are readily available so that Hardware Deficiencies can be corrected within the time frames specified in the RFP.

d) Contractor shall maintain the VoteCal System's integration points with the SOS infrastructure, which includes but is not limited to other SOS and external systems, Hardware, and networks, as well as any infrastructure components purchased under this Contract; and for coordinating troubleshooting and resolution with SOS technical staff for Deficiencies that involve such infrastructure.

e) Hardware and Platform Software Support. "Hardware and Platform Software Support" applies to all Contractor-supplied components of the technical environments (including but not limited to SOS Hardware, software, databases. and networks) and to the SOS interfaces with state and county technical environments. Hardware support includes providing manufacturer-recommended upgrades and preventative maintenance services, Deficiency analysis and troubleshooting, issue resolution and escalation, and Deficiency documentation and reporting in a manner which sustains and ensures the delivered solutions meet service level requirements. Platform Software support includes but is not limited to: troubleshooting and resolving Deficiencies with Platform Software provided by the Contractor as part of the VoteCal System; providing, installing, configuring and testing

updates to Platform Software that are necessary for maintaining VoteCal System security or by manufacturer limitations of support for the currently installed version of its product.

f) Contractor must perform all manufacturer-recommended Hardware preventive and routine Maintenance according to manufacturer specifications, guidelines and recommendations, including:
   i) physical maintenance such as lubrication and cleaning,
   ii) replacement of consumable and wearable parts such as belts and filters,
   iii) installation of firmware upgrades, and
   iv) configuration changes recommended by the manufacturer.

g) Contractor must perform all routine configuration and maintenance to maintain Hardware and Platform Software stability and performance standards as described in the Contract (e.g., database reorganization and indexing tasks, load-balancing configuration, and similar activities).

h) Contractor must diagnose and repair any failure of any Hardware component, within timeframes necessary to meet specified service levels in this Exhibit and in other parts of the Contract, as well as the performance, availability and continuity of operations requirements specified in the Section VI – Project Management, Business, and Technical Requirements.

i) Contractor must manually invoke failover processes to recover the VoteCal system from Hardware failures when automated processes are unavailable or did not function correctly, and restore the VoteCal System to normal operation in accordance with its Specifications after correction of the failure condition.

j) On a semi-annual basis, between E-120 and E-60 of all statewide elections, Contractor must test all redundant components to ensure proper operation, including periodic production use of these components as scheduled with SOS.

k) Backup and Recovery. Contractor must provide processes and systems to ensure that data, applications and configurations stored on the Hardware can be recovered in the event of a failure of that Hardware. Further, Contractor must ensure these processes and systems are operating correctly by:

   1. Monitoring logs and backup outputs to ensure that Deficiency conditions are detected and corrected as required in the Contract;

   2. Verifying backup processes are complete and correct following VoteCal System Hardware, Software or configuration changes; and

   3. Monthly using backups to load and verify the operation of a suitable test system environment.

l) Responding to Deficiencies.

   1. Contractor must correct all Deficiencies impacting conduct of an election and all Severity 1 and Severity 2 Deficiencies (as defined below) which are known to the Contractor or reported by SOS to the Contractor.

   2. Impacting Upcoming Election. Contractor must correct or provide an SOS-approved temporary workaround for the Deficiency within 24 hours of report of the Deficiency by SOS, for all Deficiencies that may adversely affect the conduct of an election scheduled within 120 calendar days of the date SOS reports the

Deficiency, or that threaten the integrity of data necessary to conduct an election scheduled within 120 calendar days of the date SOS reports the Deficiency. If a temporary workaround is approved by SOS, Contractor must provide a permanent correction of the Deficiency within 14 calendar days of SOS report of the Deficiency.

3. Severity 1 (no impending election). Contractor must complete the correction of or provide a SOS-approved temporary workaround for all Severity 1 Deficiencies within two (2) State business days of SOS report of the Deficiency. If a temporary workaround is approved by SOS, Contractor must permanently correct the Deficiency within fourteen (14) calendar days of SOS report of the Deficiency.

   Severity 1 Deficiencies shall include but not be limited to:

   a) Deficiencies which prevent use of functionality required in Section VI – Project Management, Business, and Technical Requirements, and for which no SOS-approved workaround has been identified, and

   b) Security vulnerabilities identified by the State or SOS Information Security Officer or by the Platform Software licensor.

4. Severity 2 (no impending election). Contractor must complete the correction of or provide an SOS-approved manual or automated temporary workaround for all Severity 2 Deficiencies within fourteen (14) calendar days of SOS report of the Deficiency. If a temporary workaround is approved by SOS, Contractor must provide a permanent correction for the Deficiency within thirty (30) calendar days of report of the Deficiency.

   Severity 2 Deficiencies shall include any Deficiency that prevents use of functionality required by Section VI – Project Management, Business, and Technical Requirements, for which an SOS-approved manual or automated workaround has been identified.

5. Security. The Contractor must ensure that the VoteCal System operates securely, by:

   a) Scanning the VoteCal System, at least monthly, to ensure that vulnerabilities are identified and addressed.

   b) Scanning the VoteCal System using automated security scanning tools following introduction of VoteCal Application Software fixes or enhancements, Platform Software patches or updates, modifications to Hardware components or firmware, to identify and address vulnerabilities.

   c) Ensuring the confidentiality of sensitive material entrusted to or developed by the Contractor, including passwords, VoteCal System documentation, network addresses and topology, and security-related procedures.

m) Change Management and Documentation. Contractor must conform to the approved VoteCal processes and procedures for change management for the VoteCal System, in whole and in part, including:

1. Scheduling of changes during periods acceptable to SOS Information Technology Division and Elections Division management. SOS will not normally approve disruptive, or potentially disruptive, activities during normal business hours or during

the period beginning 60 calendar days before and ending 30 calendar days after any statewide election;

a. Providing specified notice of proposed changes;

b. Providing detailed installation, testing and backup changes for changes designated as high-risk or high-visibility by SOS management; and

c. Maintaining Documentation of all changes to Hardware, Software, procedures, and Documentation, including but not limited to the date and time, nature, reason, purpose, and outcome of all changes, along with a detailed description of the specific change made.

2. Performance Monitoring and System Log Review.

a. Contractor must establish measurement procedures to monitor system performance and operation, including verification that performance metrics are met. Such procedures shall be subject to SOS approval;

b. Contractor must monitor VoteCal System resource utilization to identify requirements for VoteCal System augmentation and/or file content maintenance to prevent Deficiencies caused by resource limitations; and

c. Contractor must review all error logs and reports as necessary to ensure the detection and correction of system function and performance Deficiencies in a timely basis.

2. TECHNICAL HELP DESK SUPPORT AND DEFICIENCY ESCALATION SERVICE LEVELS

a) Technical Help Desk Support and Problem Escalation Service Levels. Contractor shall provide Level 2 and Level 3 help desk support to the VoteCal System in whole and in part from Phase V – Pilot Deployment and Testing through the end of the Contract term. SOS will provide Level 1 support for state and county users of the VoteCal System solution.

b) Level 2 and Level 3 help desk services include but are not limited to: intake of Deficiencies escalated as irresolvable from Level 1; additional Deficiency diagnostics and analysis; application of monitoring, probe and other technical investigatory techniques; Deficiency triage, intervention and/or resolution as required in the Contract; coordination of Deficiency response across expertise types (e.g., network, systems, database, VoteCal Application Software, and other components of the VoteCal System); Deficiency referral/escalation; and Deficiency Documentation, tracking and reporting. Once a Deficiency is escalated from Level 1, Level 2 is responsible for Deficiency coordination among all levels and for reporting status to project and/or operational management. Level 3 support is defined below.

c) Contractor must provide 24/7/365 Level 2 technical help desk support for Deficiencies related to the VoteCal operational and technical environments, including but not limited to Hardware and Platform Software. Contractor shall provide this Level 2 help desk support from Contractor's help desk, and such support must ensure that the SOS Level 1 help desk can report System Deficiencies on a 24/7 basis, and that the required service levels which are described in the Contract for Contractor support and Deficiency escalation and correction are met.

d) Contractor must ensure that the SOS Level 1 help desk receives a callback from a Contractor technician trained to perform Level 2 support of the VoteCal System solution:

i) During the period from seventy-five (75) calendar days before a statewide election to forty (40) calendar days after the election, within 15 minutes from Deficiency reported, 24 hours per day, 7 days a week;

ii) For counties conducting a local election, during the period from seventy-five (75) calendar days before the local election to forty (40) calendar days after the election:

(1) For Deficiencies reported between 7:00:00 a.m. and 7:00:00 p.m. Pacific Time (PT), within thirty (30) minutes of Deficiency reported; and

(2) For Deficiencies reported between 7:00:01 p.m. and 6:59:59 a.m. PT, within thirty (30) minutes of Deficiency reported;

iii) During all calendar days that do not fall within a period between seventy-five (75) days before and forty (40) days after a statewide or local election:

(1) For Deficiencies reported between 7:00:00 a.m. and 7:00:00 p.m. PT on any business day, within one (1) hour of Deficiency reported; and

(2) For Deficiencies reported either on non-business days or between 7:00:01 p.m. and 6:59:59 a.m. PT, by 8:00 a.m. PT the following business day.

e) If Deficiency is not corrected within two (2) hours, the Contractor must provide SOS with telephone access to Level 3 support, which is defined as Contractor development staff and engineers experienced with the VoteCal System Application Software or Platform Software source code and technical support within one (1) additional hour.

f) If the Deficiency involves an outage that may be caused by Hardware, the Contractor must ensure that a qualified technician, with parts, training and familiarity with the VoteCal System, is onsite at SOS's location where the VoteCal System is installed within two (2) hours of SOS reporting the outage. The Contractor must maintain parts, trained staff and documentation so that Hardware Deficiencies can be corrected within four hours of notification.

g) Contractor must provide contact information so that SOS staff may escalate Deficiency reports up through at least three levels of service management on a 24/7 basis.

h) Contractor must provide SOS the ability to view the description, status, actions taken and planned, and resolution for all Deficiencies reported to the Contractor.

i) Contractor must provide summary reports for all Deficiencies reported, resolved and outstanding at the end of each month and year.

3. SOS RESPONSIBILITIES

a) SOS will be responsible for facilities support of the SOS raised-floor server site, including:
   i) Provision of suitable utility electric power, including power distribution.
   ii) Sufficient chilled air to cool all installed equipment to within manufacturer's specifications.
   iii) Physical security, access control and surveillance.
   iv) Power outage, temperature exception, and water detection and alerting.
   v) Fire alarm and suppression systems.

b) SOS will provide suitable workspaces onsite for up to six (6) Contractor personnel, including furnished cubicles, electrical power, telephone, and Internet access.

c) SOS will provide Level 1 help desk services.

d) SOS will provide M&O and Platform Software support for all aspects of the SOS controlled technical infrastructure utilized by the VoteCal System.

ATTACHMENT 1, EXHIBIT 5

APPLICATION SOFTWARE AND PLATFORM SOFTWARE MAINTENANCE AND OPERATIONS SERVICES AND HELP DESK SERVICE LEVELS

This Exhibit describes the VoteCal Application Software Maintenance and Operations Support and help desk Services the Contractor must provide for the VoteCal System Application Software, including any Platform Software or interfaces incorporated with the VoteCal Application Software as part of the VoteCal System solution. References hereafter in Exhibit 5 to Application Software include any Platform Software and interfaces incorporated as part of the Application Software. The requirements in this Exhibit apply from Phase V – Pilot through Phase VII – First Year Operations and Close-out. The requirements will also apply should SOS choose to exercise its one (1) five-year contract option for application software support.

1. VOTECAL APPLICATION SOFTWARE MAINTENANCE AND OPERATIONS

A. Correction of Deficiencies. The correction of any residual Deficiencies in any VoteCal System Application software that may be discovered by Contractor or by the State during Phase VII (First Year Operations and Close-out) will be considered Maintenance. Such maintenance will be performed by Contractor without additional charge for the term of this Contract.

B. Maintenance Services. Contractor shall, as part of its Maintenance Services:
   1. Correct all Deficiencies affecting business functions identified by the State or Contractor in the VoteCal Application Software.
   2. Restore the VoteCal Application Software to performance standards and functionality required in the Contract following the installation of any manufacturer-provided security-related maintenance for any other component of the VoteCal System.

C. Procedures. Suspected Deficiencies discovered by the State in the VoteCal Application Software will be handled by the following procedures and other procedures agreed to by the parties in writing:
   1. The State will provide Contractor with a description of the Deficiency. The State will report the Deficiency using an automated trouble reporting system if provided by the Contractor.
   2. After correcting Deficiencies in the VoteCal Application Software, Contractor shall provide a new copy of both source code and object code for the affected portions of the Application Software in machine-readable form, along with any instructions for implementing the correction within five (5) business days.

D. State Modified Hardware or Operating System. Contractor shall isolate and correct Deficiencies in the Application Software which are 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 Deficiencies in the Application Software caused by the State's modifications or substitutions at rates in accordance with Attachment 1 - Statement of Work.

E. Responding to Required Changes in Platform Environments. Contractor must ensure the continued integrity and performance in accordance with applicable Specifications and other Contractual requirements for the VoteCal Application Software which is delivered by Contractor when changes are required within the SOS Platform Environment and other technical and

operational environments. "Required Changes within the SOS Platform Environment" include all patches, revisions, extensions or configuration changes designated as mandatory or security-related by the licensors and manufacturers of the products in the Platform Environment. Contractor shall accomplish this obligation by, among other tasks:

1. Determining, through testing, the impact of required Platform Environment changes on VoteCal Application Software integrity, security, performance, and functionality;

2. Modifying or replacing the VoteCal Application Software components as necessary to ensure that the VoteCal Application Software continues to operate in accordance with applicable Specifications and other Contractual requirements within the revised Platform Environment;

3. Completing such testing and any required modification or replacement of the VoteCal Application Software within thirty (30) calendar days of general release of required Platform Environment changes or as directed by SOS; and

4. Complying with SOS-approved VoteCal System Release Management procedures for scheduling, staging, back-out and post-release monitoring.

F. Responding to Updates or Replacement of Platform Software. Contractor must ensure the continued integrity and performance in accordance with applicable Specifications and other Contractual requirements of the VoteCal Application Software which is delivered by Contractor when Platform Software versions are updated or products are replaced. Required upgrades or replacements to Platform Software include any upgraded or successor product to an installed product for which the manufacturer or licensor will cease or limit support during the contracted solution software support period. Contractor shall accomplish these obligations by:

1. Determining, through testing, the impact of Platform Software updates or replacement on VoteCal Application Software integrity, security, performance, and functionality;

2. Modifying or replacing the Application Software components as necessary to ensure that the Application Software continues to operate as specified within the revised Platform Environment;

3. Completing such testing and any required modification or replacement of the Application Software before support of the Platform Software from its licensor(s) ends or is limited, or as directed by SOS Change Control; and

4. Complying with the SOS VoteCal Release Management procedures for scheduling, staging, backout and post-release monitoring.

G. Responding to Deficiencies.

1. Contractor must correct all Application Software Deficiencies impacting conduct of an election and all Severity 1 and Severity 2 Deficiencies which are known to Contractor or reported by SOS to the Contractor during Maintenance Services.

2. Impacting Upcoming Election. Contractor must correct or provide an SOS-approved temporary workaround for the Deficiency within 24 hours of report of the Deficiency by SOS, for all Application Software Deficiencies that may adversely affect the conduct of an election scheduled within 120 calendar days of the date SOS reports the Deficiency, or that threaten the integrity of data necessary to conduct an election scheduled within 120 calendar days of the date SOS reports the Deficiency. If a temporary workaround is approved by SOS,

Contractor must provide a permanent correction of the Deficiency within 14 calendar days of SOS report of the Deficiency.

3. Severity 1 (no impending election). Contractor must complete the correction of or provide a SOS-approved temporary workaround for all Severity 1 Application Software Deficiencies within two (2) State business days of SOS report of the Deficiency. If a temporary workaround is approved by SOS, Contractor must permanently correct the Deficiency within fourteen (14) calendar days of SOS report of the Deficiency.

   Severity 1 Deficiencies shall include but not be limited to:
   i) Deficiencies which prevent use of functionality required in the VoteCal RFP, Section VI – Project Management, Business, and Technical Requirements, and for which no SOS-approved workaround has been identified , and
   ii) Security vulnerabilities identified by the State or SOS Information Security Officers or by the Platform Software licensor.

4. Severity 2 (no impending election). Contractor must complete the correction of or provide an SOS-approved manual or automated temporary workaround for all Severity 2 Deficiencies within fourteen (14) calendar days of SOS report of the Deficiency. If a temporary workaround is approved by SOS, Contractor must provide a permanent correction for the Deficiency within thirty (30) calendar days of report of the Deficiency.

   Severity 2 Deficiencies shall include any Deficiency that prevents use of functionality required VoteCal RFP, Section VI – Project Management, Business and Technical Requirements, for which an SOS-approved manual or automated workaround has been identified.

H. VoteCal Application Source Code. The Contractor must provide replacement source code for any supported component of the VoteCal Application Software modified or replaced to meet the requirements of this Contract, along with full instructions for installing that replacement source code into production use.

I. Security. The Contractor must ensure that the VoteCal Application Software operate securely by:

1. Verifying security provisions within the Application Software code and interfaces are maintained and are operational after modification;

2. Ensuring the confidentiality of sensitive material, including passwords, VoteCal System and database documentation, and security-related procedures.

J. Change Management and Documentation. Contractor must conform to approved VoteCal processes and procedures for change management, including:

1. Scheduling of changes during periods acceptable to SOS Information Technology Division and Elections Division management. (SOS will not normally approve disruptive, or potentially disruptive, activities during normal business hours or during the period 60 calendar days before and ending 30 calendar days after any statewide election);

2. Providing specified notice of proposed changes;

3. Providing detailed installation, testing and backout procedures for changes designated as high-risk or high-visibility by SOS management; and

4. Maintaining Documentation of all changes to Application Software, procedures, and written Documentation, including but not limited to the date and time, nature, reason, purpose, and outcome of all changes, along with a detailed description of the specific change made.

2. APPLICATION SOFTWARE HELP DESK SUPPORT AND DEFICIENCY ESCALATION SERVICE LEVELS

A Contractor must provide 24/7/365 Level 2 and Level 3 technical help desk support to correct and respond to questions regarding Deficiencies related to the VoteCal Application Software, including but not limited to logical interfaces with external entities. Contractor's help desk support must ensure that the SOS help desk can report VoteCal System Deficiencies on a 24/7/365 basis, and that required service levels for support and Deficiency escalation and correction are met.

B Level 2 and Level 3 help desk services include but are not limited to: intake of Deficiencies escalated as irresolvable from Level 1; additional Deficiency diagnostics and analysis; application of monitoring, probe and other technical investigatory techniques; Deficiency triage, intervention and/or resolution as required in the Contract; coordination of Deficiency response across expertise types (e.g., network, systems, database, VoteCal Application Software, and other components of the VoteCal System); Deficiency referral/escalation; and Deficiency Documentation, tracking and reporting. Once a Deficiency is escalated from Level 1, Level 2 is responsible for Deficiency coordination among all levels and for reporting status to project and/or operational management. Level 3 support is defined below.

C Contractor must ensure that SOS Level 1 help desk receives a callback from a technician trained to perform Level 2 support of the VoteCal applications:

1. During the period from seventy-five (75) calendar days before a statewide election to forty (40) calendar days after the election, within 15 minutes of Deficiency reported 24 hours per day, 7 days a week;

2. For counties conducting a local election, during the period from seventy-five (75) calendar days before the local election to forty (40) calendar days after the election:

   a. For Deficiencies reported between 7:00:00 a.m. and 7:00:00 p.m. Pacific Time (PT), within fifteen (15) minutes of Deficiency reported; and

   b. For Deficiencies reported between 7:00:01 p.m. and 6:59:59 a.m. PT, within thirty (30) minutes of Deficiency reported.;

3. During all calendar days that do not fall within a period between seventy-five (75) days before and forty (40) days after a statewide or local election:

   a. For Deficiencies reported between 7:00:00 a.m. and 7:00:00 p.m. Pacific Time (PT) on any business day, within one (1) hour of Deficiency reported; and

   b. For Deficiencies reported either on non-business days or between 7:00:01 p.m. and 6:59:59 a.m. PT, by 8:00 a.m. PT the following business day.

D If the Deficiency is not corrected within two (2) hours, the Contractor must provide telephone access to Level 3 support which is defined as Contractor software development staff and engineers experienced with the VoteCal System Application Software or Platform Software source code and technical support within one (1) additional hour.

E Contractor must provide contact information so that SOS staff may escalate Deficiency reports through at least three (3) levels of service management on a 24/7 basis.

F Contractor must provide SOS the ability to view the description, status, actions taken and planned, and resolution for all Deficiencies reported to the Contractor.

G Contractor must provide summary reports for all Deficiencies reported, resolved and outstanding at the end of each month and year.

3. SOS RESPONSIBILITIES

A. SOS will be responsible for facilities support of the SOS raised-floor server site, including:

1. Provision of suitable utility electric power, including power distribution.
2. Sufficient chilled air to cool all installed equipment to within manufacturer's specifications.
3. Physical security, access control and surveillance.
4. Power outage, temperature exception, and water detection and alerting.
5. Fire alarm and suppression systems.

B. SOS will provide Level 1 help desk services.

C. SOS will provide M&O and Platform Software support for all aspects of the existing technical infrastructure utilized by the VoteCal Application Software.

ATTACHMENT 2 – IT General Provisions

These IT General Provisions are for VoteCal only and are not to be used in other IT Contracts.

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.
   a) **"Acceptance"**
   means a written notice from State to Contractor that a Deliverable has conformed to its applicable Acceptance Criteria in accordance with the process described in Attachment 1, paragraph 10 - Inspection, Acceptance and Rejection of Contractor Deliverables.
   b) **"Acceptance Criteria"**
   means the subset of Specifications against which each Deliverable shall be evaluated and which are described in DEDs.
   c) **"Acceptance Tests"**
   means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
   d) **"Application Program"**
   means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
   e) **"Application Software"**
   means 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.
   f) **"Attachment"**
   means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
   g) **"Business entity"**
   means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   h) **"Buyer"**
   means the State's authorized contracting official.
   i) **"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 in accordance with its Acceptance Criteria or pre-tested the VoteCal system for compliance with the applicable Specifications; and confirmed that the Deliverable, including but not limited to the VoteCal System, is ready for applicable Acceptance Tests and/or implementation.
   j) **"Contract"**
   means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

k) **"Custom Software"**
means Software that does not meet the definition of Contractor Commercial Proprietary Software, including but not limited to Software and Modifications, as well as interfaces to other system.

l) **" Contractor"**
means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

m) **"Contractor Commercial Proprietary Software"**
means proprietary operating/vendor software packages owned by Contractor or an affiliate which are provided at established catalog or market prices and sold or leased to the general public.

n) **"Data"**
means the State's records, files, forms, data and other documents, including but not limited to converted Data that will be processed by the VoteCal System.

o) **"Data Processing Subsystem"**
means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

p) **"Data Processing System)"**
means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.

q) **"Deficiency"**
means a failure of a Service or Deliverable, including without limitation a malfunction in the Contractor-supplied Software, which prevents or impairs the accomplishment of work, or an omission, defect or deficiency in a Service or Deliverable, which causes it not to conform to its applicable Specifications.

r) **"Deliverable Expectation Document (DED)"**
means a document which contains applicable Acceptance Criteria for a Deliverable or Service.

s) **"Deliverables"**
means Contractor's products which result from the Services and which are provided by Contractor to the State (either independently or in concert with the State or third parties) during the course of Contractor's performance under this Contract, including without limitation to Equipment and other deliverables which are described in Attachment 1, Exhibit 2 – Tasks and Deliverables and in Change Requests and Work Authorizations.

t) **"Designated CPU(s)"**
means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.

u) **"Documentation"**
means nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.

v) **"Equipment"**
means the computer Hardware on which the Software shall operate following its delivery, all operating software for use with the Equipment, and telecommunications facilities and services as listed in the Contract.

w) **"Equipment Failure"**
is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of

such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

x) **"Facility Readiness Date"**
means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

y) **"Goods"**
means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

z) **"Hardware"**
usually refers to computer Equipment and is contrasted with Software. See also Equipment.

aa) **"Implementation"**
means the process for making the VoteCal System fully operational in accordance with its Specifications for processing the Data in State's normal business operations. Implementation shall be completed when Contractor has completed the Implementation Services according to the Work Plan.

bb) **"Installation Date"**
means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

cc) **"Information Technology"**
includes, but is not 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 which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

dd) **"Machine"**
means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

ee) **"Machine Alteration"**
means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

ff) **"Maintenance"**
means the maintenance and support Services which shall be performed by Contractor and which are described as such in the RFP Section IV – Proposed System and Business Processes and Attachment 1, Exhibits 4 and 5.

gg) **"Maintenance Diagnostic Routines"**
means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

hh) **"Manufacturing Materials"**
means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

ii) **"Mean Time Between Failure (MTBF)"**
means the average expected or observed time between consecutive failures in a System or component.

jj) **"Mean Time to Repair (MTTR)"**
means the average expected or observed time required to repair a System or component and return it to normal operation.

kk) **"Object Code"**
means the binary code version of a Software program loaded into a computer's memory to enable it to perform a program function.

ll) **"Operating Software"**
means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

mm) **"Operational Use Time"**
means for performance measurement purposes that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

nn) **"Operations"**
means the operational Services which shall be performed by Contractor and which are described as such in the RFP, Proposal and Attachment 1, Exhibits 4 and 5 of the SOW.

oo) **"Performance Testing Period"**
means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.

pp) **"Period of Maintenance Coverage"**
means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

qq) **“Platform Software”**
means 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, and for which configuration is within manufacturer’s published, customer-configurable options.

rr) **“Pre-Existing Materials”**
means Software in Source Code and Object Code formats (including without limitation Contractor Commercial Proprietary Software as defined in subparagraph 37(b) and excluding Third Party Software) and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order

ss) **"Preventive Maintenance"**
means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

tt) **"Price(s)"**
means the price(s) for the purchase of each Deliverable, in whole or in part, including without limitation the Software, as described in Attachment 1, Exhibit 2 – Tasks and Deliverables.

uu) **"Principal Period of Maintenance"**
means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

vv) **"Programming Aids"**
means Contractor-supplied programs and routines executable on the Contractor’s Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

ww) **"Program Product"**
means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

xx) **"Project"**
means the planned undertakings regarding the entire subject matter of this Contract.

yy) **"Remedial Maintenance"**
means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

zz) **"Services"**
means the tasks and services to be performed by Contractor on the Project, as described in the Contract, including without limitation Attachment 1 - Statement of Work.

aaa) **"Site License"**
means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.

bbb) **"Software"**
means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, Program Products, the Application Software, Platform Software, Pre-Existing Materials that are software and that are included in the VoteCal System, Third Party Software, and all upgrades and enhancements thereto all in Source Code and Object Code formats, unless otherwise mutually agreed in writing, except that Contractor is not required to provide Source Code for Third Party Software unless the licensor provides such Source Code to its customers. Enhancements and upgrades provided by Contractor prior to completion of the Project and during Phase VII – First Year Operations and Close-out shall be included as part of the Software.

ccc) **"Software And Modifications"**
means Software or modifications thereof and associated documentation designed or developed on this project.

ddd) **"Source Code"**
means the series of instructions to the computer for carrying out the various tasks that are performed by a computer program, expressed in a programming language that is easily comprehensible to appropriately trained persons who translate such instructions into Object Code, which then directs the computer to perform its functions.

eee) **"Source Code Documentation"**
is defined to include but not be limited to then-current versions of the following when the Source Code is provided by Contractor:

1. Functional specifications (which describe the function of a Software module from a user point of view in detail) and designs for the Software, including but not limited to background and the database schema, entity relationship diagrams (where applicable), data objects, and user interface objects.
2. Information describing how to compile and link the source code modules to obtain working software, as well as data structures outside of the module which are required to configure or drive the module.
3. Source code and documentation for database definition and database procedures (SQL definitions), graphical user interface modules, data interface modules and other Software modules, including but not limited to build procedures.
4. Documentation describing installation and support policies and procedures.
5. Detailed instructions for a programmer and programming notes.
6. A description of how each interface will work on a technical level, the content and format of protocols streams, and other technical considerations.
7. All relevant commentary, explanations, and other documentation for the Software.

fff) **"Specifications"**
means the technical and other written specifications and objectives that define the requirements and/or Acceptance Criteria, as described in the RFP, Proposal, Documentation, DEDs, 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.

ggg) **"State"**
means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

hhh) **"Subcontractor"**
means a person, partnership, or company that is not in the employment of or owned by Contractor and that is performing Services under this Contract under a separate contract with or on behalf of Contractor.

iii) **"System"**
means the complete collection of Hardware, Software and Data as described in this Contract, integrated and functioning together, and performing in accordance with this Contract. This is also referred to as the VoteCal System.

jjj) **"Third Party Software"**
means Software that is developed by third parties (not including Subcontractors) and generally distributed for commercial use, and not specifically designed or developed for State, including without limitation operating system software, tools, utilities, and commercial-off-the-shelf software.

kkk) **"U.S. Intellectual Property Rights"**
means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and patents.

lll) **"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.

mmm) "Warranty Period" means the one year period following satisfactory completion of Phase VI, which shall be reflected by Acceptance of the VoteCal System.

nnn) **"Work Product"** includes all products provided and services performed under this Contract, including without limitation the Deliverables, Source Code and Object Code for the Custom Software and the Software And Modifications, materials and Data; and excludes (1) Contractor's administrative communications and records relating to this Contract and (2) the ideas, concepts, or know-how identified in Section 37(d), and (3) Contractor Commercial Proprietary Software and Third Party Software.

2. CONTRACT FORMATION:

a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.

b) If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.

c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. COMPLETE INTEGRATION:

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY:
The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR:
Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW:
This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:
a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
c) 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 substantial 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.
d) If this Contract is in excess of $500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
e) To the extent that this contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

8. CONTRACTOR'S POWER AND AUTHORITY:
The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
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 substantial 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.

9. ASSIGNMENT:

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. WAIVER OF RIGHTS:

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or0 provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ORDER OF PRECEDENCE:

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

a) these Attachment 2 – IT General Provisions (In the instances provided herein where the paragraph begins: “Unless otherwise specified in the Statement of Work” provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
b) contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
c) information technology special provisions;
d) Attachment 1 - Statement of Work, including any specifications incorporated by reference herein; and
e) all other attachments incorporated in the contract by reference.

12. PACKING AND SHIPMENT:

a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
   i) show the number of the container and the total number of containers in the shipment; and
   ii) the number of the container in which the packing sheet has been enclosed.
b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State’s Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State’s Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
b) If “prepay and add” is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed

against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. DELIVERY:

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

15. SUBSTITUTIONS:

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. INSPECTION, ACCEPTANCE AND REJECTION:

Unless otherwise specified in the Statement of Work:

a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.

b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.

c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d) All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder as described in Attachment 1 - Statement of Work. Such notice of rejection will state how the Deliverables do not conform to their Specifications. 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.

17. SAMPLES:

a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.

b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. WARRANTY:

a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon Acceptance of applicable Deliverables or Services and end upon completion of Phase VII – First Year Operations and Close-out. Contractor represents and warrants that each Deliverable,

including without limitation the VoteCal System, (i) furnished hereunder shall conform to the requirements of this Contract (including without limitation all descriptions, Specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables shall be free from defects in material and workmanship following the applicable 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 it's Deliverables provide all functions required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Contractor Commercial Proprietary Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or Specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty. Contractor also warrants that any Third-Party Software proposed in the Proposal for use by the State, as integrated into the 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 Hardware manufacturers) 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) Contractor warrants that Deliverables furnished hereunder: (i) will be free, at the time of delivery, of harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Contractor Commercial Proprietary Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.

d) Unless otherwise specified in the Statement of Work:
   i) Contractor does not warrant that all Software provided hereunder is error-free.
   ii) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification to the VoteCal System made by the State where such modification was not made pursuant to the Documentation or Contractor's guidance, instruction, training or recommendation, (B) use of Software in combination with or on products other than in accordance with Documentation or Contractor's guidance, instruction, training or recommendation, , (C) 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, (D) malfunction of Equipment not under the control of Contractor or (E) misuse by the State.
   iii) Where Contractor resells Hardware 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.

e) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.

f) For any breach of the warranties provided in this Section, Contractor shall
   re-perform, repair, or replace the nonconforming Deliverable (including without limitation an infringing Deliverable) or Service, as applicable, at no charge to the State.

g) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

h) 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. The payment obligation in this subsection (h) will not exceed the limits on Contractor's liability set forth in Section 26(a). Notwithstanding anything to the contrary in these IT General Provisions, the remedies therein and in the other parts of the Contract shall not be the State's sole and exclusive remedies and Contractor's sole obligations for breaches of the warranties in the Contract.

i) 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.

j) 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.

k) 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.

19. SAFETY AND ACCIDENT PREVENTION:

In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. INSURANCE:

When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor

agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefore.

b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
   i) Stop work as specified in the Notice of Termination.
   ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
   iii) Terminate all subContracts to the extent they relate to the work terminated.
   iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
   i) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
   ii) The total of:
      A. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
      B. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
      C. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

d) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
   (i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
   (ii) Make progress, so that the lack of progress endangers performance of this Contract; or
   (iii) Perform any of the other provisions of this Contract.

b) The State's right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.

c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to Section 26(a)). However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
   (i) completed Deliverables,
   (ii) partially completed Deliverables, and,
   (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

h) The Contractor has no authority to terminate the contract for default or any other circumstance.

24. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

b) Acts of the federal or State government in either its sovereign or contractual capacity. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").
d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefor.

26. LIMITATION OF LIABILITY:

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 or violation of third party intellectual property rights; (ii) to claims covered by any specific provision herein 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 fault, negligence or willful misconduct; (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 or punitive 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 the Statement of Work; or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
b) Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. 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 or 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 conditional 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 substantial 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.

29. INVOICES:

Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE:

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES:

Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS:

All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION:

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA:

All financial, statistical, personal, technical and other data and information relating to the State's operation, including but not limited to Third Party Software, which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State.. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES:

Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION:

a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

a) Software and Modifications. The State shall have all ownership rights in Software or modifications thereof and associated documentation designed or developed on this project ("Software And Modifications").

b) "Contractor Commercial Proprietary Software" and Third Party Software shall not be subject to the ownership provisions in subparagraph a, above.

c) Pre-Existing Materials. Contractor hereby grants to the State a royalty-free, non-exclusive, perpetual, and irrevocable license to use Software in Source Code and Object Code formats (including without limitation Contractor Commercial Proprietary Software as defined in subparagraph b above and excluding Third Party 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"), including without limitation the rights to reproduce, publish, prepare derivative works based on, display, and distribute Pre-Existing Materials to State agencies, counties, and other third parties for VoteCal Project purposes.

d) 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.

e) Products.

(i) The State shall own all right, title and interest in and to the Work Products, as defined in this subsection e, including without limitation the Software, and all U.S. Intellectual Property Rights in such Work Products, subject to the terms in subparagraphs a through d, above. Contractor shall take all actions necessary to transfer ownership of all right, title and interest in and to the Work Products to the State upon the State's Acceptance thereof.

(ii) As used herein, "Work Product" includes all products and services performed under this Contract, including without limitation the Deliverables, Source Code and Object Code for the Software And Modifications, materials and Data; and excludes (1) Contractor's administrative communications and records relating to this Contract and (2) the ideas, concepts, or know-how identified in the previous paragraph, Section 37(d), and (3) Contractor Commercial Proprietary Software and Third Party Software. All Work Product 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. 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. The State shall peacefully and quietly have, hold, possess, and enjoy each Product without suit, molestation, or interruption.

38. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

a) State agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, except as provided for in this provision 38, subsection c, subject to the California Public Records Act.

b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons (including without limitation third-party vendors) permitted access by the State to use, copy, prepare derivative works based on, modify, or otherwise exercise the State's right to the licensed Software and other proprietary data to satisfy the State's obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

39. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

a) Contractor will 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 for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 39a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 39a) will be conditional upon the following:

i) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

ii) 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 substantial 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.

b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
    i) The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made or furnished by the Contractor; or,
    ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor supplied Operating Software; or
    iii) The modification by the State of the Equipment furnished hereunder or of the Software; or
    iv) The combination or utilization of Software furnished hereunder with non contractor supplied Software.
e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

40. EXAMINATION AND AUDIT:

Contractor agrees that the State, or its designated representative, shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

41. 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. 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 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 (1) year following the accrual of the cause of action, whichever is later.

42. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 calendar days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 calendar days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   (i) Cancel the Stop Work Order; or
   (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
   (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
   (ii) The Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

43. FOLLOW-ON CONTRACTS:

a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
   (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
   (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.

b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
   (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
   (ii) development or design of test requirements;
   (iii) evaluation of test data;
   (iv) direction of or evaluation of another Contractor;
   (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
   (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
   (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
   (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

44. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

45. COVENANT AGAINST GRATUITIES:

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

46. NONDISCRIMINATION CLAUSE:

a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair

Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

47. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

48. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
   (i) the assignee has not been injured thereby, or
   (ii) the assignee declines to file a court action for the cause of action.

49. DRUG FREE WORKPLACE CERTIFICATION:

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b) Establish a Drug Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
   (i) the dangers of drug abuse in the workplace;
   (ii) the person's or organization's policy of maintaining a drug free workplace;
   (iii) any available counseling, rehabilitation and employee assistance programs; and,
   (iv) penalties that may be imposed upon employees for drug abuse violations.

c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
   (i) will receive a copy of the company's drug free policy statement; and,
   (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

50. FOUR-DIGIT DATE COMPLIANCE:

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

51. SWEATFREE CODE OF CONDUCT:

a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

52. RECYCLING:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

53. CHILD SUPPORT COMPLIANCE ACT:

For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

54. AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

55. ELECTRONIC WASTE RECYCLING ACT OF 2003:

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

56. USE TAX COLLECTION:

In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

57. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

58. DOMESTIC PARTNERS:

For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code section 10295.3.

59. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

60. LOSS LEADER:

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC § 12104.5(b).)

ATTACHMENT 3 – INFORMATION TECHNOLOGY PURCHASE SPECIAL PROVISIONS

1. Liquidated Damages

a) General

In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

b) Timing of Delivery

i) Contractor will be liable for any liquidated damages for late performance (including late delivery) specified in the Statement of Work if Contractor fails to provide any subject service or deliver any subject Deliverable, ready for use in substantial conformance with its specifications, on or before the Delivery Dates in the Statement of Work. Unless otherwise specified in the Statement of Work: (A) such liquidated damages will stand in lieu of all other damages for such late performance or nonperformance; and (B) if the Contractor fails to provide a software Deliverable listed in the Statement of Work by the specified Delivery Date, but provides suitable substitution of software acceptable to the State, liquidated damages shall not apply to the listed software Deliverable.

ii) The State will pay additional monetary compensation for early performance to the extent specifically called for in the Statement of Work.

2. Title to Equipment

Unless otherwise specified in the Statement of Work, title to the Equipment shall remain in the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

3. Price Decline (Applicable to Third Party Contractors)

Prices quoted shall be the maximum for the contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after contract award, but prior to a third party contractor taking title to the Equipment, and should the third party contractor be the recipient of this manufacturer's price decline, it shall be passed on in total to the State by the third party contractor. Any interest, finance, or other charges based on the contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.

4. Price Decline (Applicable to Manufacturers)

Prices quoted shall be the maximum for the contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after contract award, but prior to the State taking title to the Equipment, it shall be passed on in total to the State by the manufacturer. Any interest, finance, or other charges based on the contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.

ATTACHMENT 4 – INFORMATION TECHNOLOGY MAINTENANCE SPECIAL PROVISIONS

The following terms and conditions are superseded and replaced by any alternate or inconsistent terms and conditions in the Statement of Work.

1. Maintenance of Equipment

The Contractor is responsible under this Contract to maintain the Equipment identified in the Statement of Work. The Contractor shall keep the Equipment in good operating condition and shall always be responsive to the maintenance requirements of the State. Equipment maintenance shall be provided in accordance with this Contract, with the maintenance charges, Period of Maintenance Coverage, locations, etc. listed in the Statement of Work.

2. Exclusion

a) Maintenance service does not include:

i) Electrical work external to the Machines or maintenance of accessories, alterations, Attachments, or other devices not listed in the Statement of Work.

ii) Repair of damage or increase in service time caused by: accident; disaster, which shall include, but not be limited to, fire, flood, water, wind, and lightning; transportation; neglect, misuse, fault or negligence of the State; and alterations, which shall include, but not be limited to, any deviation from Contractor's physical, mechanical, or electrical Machine design, and Attachments.

iii) Repair of damage or increase in service time resulting from failure to provide a suitable installation environment with all facilities prescribed by the appropriate Contractor Installation Manual–Physical Planning (including, but not limited to, failure of, or failure to provide adequate electrical power, air conditioning or humidity control).

iv) Repair of damage or increase in service time attributable to the use of the Machines for other than the data processing purpose for which it was acquired.

v) Furnishing platens, supplies or accessories; painting or refinishing the Machines or furnishing material therefore; inspecting Machines altered by other than Contractor; making specification changes or performing services connected with the relocation of Machines; or adding or removing accessories, Attachments or other devices.

vi) Such service which is impractical for Contractor to render because of alterations or connection by mechanical or electrical means to another Machine.

vii) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by the use of supplies or materials not meeting Contractor's specifications for such supplies or materials.

viii) Repair of damage or increase in service time caused by conversion from one Contractor model to another or the installation or removal of a Contractor feature whenever any of the foregoing was performed by other than the Contractor.

ix) Repair or maintenance by Contractor that is required to restore Equipment to proper operating condition after any person other than Contractor's employee had performed maintenance or otherwise repaired an item of Equipment.

b) The Contractor may be required to perform repair or maintenance on excluded items in paragraph a, above. An additional charge for such repair or maintenance shall be at the established Contract rates in the Statement of Work, or if not stated, be at Contractor's applicable time and material rates and terms then in effect. The procedures for authorization of such maintenance may be the same as those for Remedial Maintenance outside of the Principle Period of Maintenance.

3. Responsibilities of the Contractor

a) This maintenance service includes the following and may be further described in the Statement of Work

   i) Scheduled Preventive Maintenance based upon the specific needs of the individual Machines as determined by manufacturer.

   ii) Unscheduled, on-call Remedial Maintenance. Such maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by the Contractor.

b) Maintenance parts will be furnished by Contractor and will be new or equivalent to new in performance when used in these Machines. Replaced maintenance parts become the property of the Contractor.

c) Preventive maintenance shall be performed on a schedule which is mutually acceptable to the State and the Contractor, which is consistent with the State's operating requirements, and which is based upon the specific needs of the Equipment as determined by the manufacturer. Such schedules shall be in writing and shall specify the frequency and duration of Preventive Maintenance for the Equipment in the Statement of Work.

d) Remedial Maintenance shall be commenced promptly after notification by an authorized State representative that Equipment and/or Software are inoperative.

4. Responsibilities of the State

a) The State shall provide an appropriate operating environment, including temperature, humidity, and electrical power, in accordance with the environmental requirements contained in the Contractor's published specifications for the Equipment listed on the Statement of Work.

b) Unless mutually agreed to by the Contractor and the State, State personnel will not perform maintenance or attempt repairs to the Equipment while such Equipment is governed by the terms of this Contract.

c) Subject to the State's security regulations, the Contractor shall have full and free access to the Machines to provide service thereon.

5. Maintenance Coverage

a) Period of Maintenance Coverage:

   i) The State may select a period or periods of maintenance coverage, as stated in the Statement of Work, in accordance with the following:

      1) A minimum monthly maintenance charge entitles the State to maintenance coverage during the Principal Period of Maintenance.

      2) The State may select in lieu of the hours available for the minimum monthly maintenance charge, one or more of the optional periods of maintenance coverage for an additional charge as shown in the Statement of Work.

ii) The hours of maintenance coverage for a Machine on Monday through Friday shall be the same each day; and the hours on Saturday and Sunday shall be the same hours on all Saturdays or Sundays. All Machines covered under this Contract must have a simultaneous span of time within the selected periods of maintenance coverage, at least equal to the shortest period offered for any Machine in the System.

iii) The State may change its selected Period of Maintenance Coverage by giving Contractor fifteen (15) days prior written notice

b) Preventive Maintenance (scheduled)

Preventive maintenance can either be performed within or outside of the Principal Period of Maintenance (PPM). An additional charge may be made for Preventive Maintenance to be performed outside of the PPM, as set forth in the Statement of Work. No additional charge shall be made for Preventive Maintenance that is to be performed within the PPM.

c) Remedial Maintenance (unscheduled)

i) Remedial Maintenance shall be performed after notification by authorized State personnel that the Equipment is malfunctioning.

ii) The Contractor shall provide the State with a designated point of contact and will initiate the Remedial Maintenance.

iii) There shall be no additional maintenance charges for:

1) Remedial Maintenance during the Period of Maintenance Coverage unless the Remedial Maintenance is due to the fault or negligence of the State.

2) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has been commenced.

3) Remedial Maintenance required because the scheduled Preventive Maintenance preceding the malfunction had not been performed, unless the State had failed to provide access to the Equipment.

4) For time of delay beyond the PPM, Contractor shall continue to perform maintenance for the same amount of time outside the covered period without additional charge to the State.

5) The first hour of work performed when Remedial Maintenance service is requested during the covered Period of Maintenance and the actual work is begun outside such period.

6. Maintenance Charges

a) The monthly maintenance charges described include all maintenance costs, and the State will pay no additional charges unless specifically set forth in this Contract. Maintenance rates shall be firm for the Contract period subject to any maximum annual maintenance escalation as set forth in the Statement of Work.

b) Maintenance charges for fractions of a calendar month shall be computed at the rate of 1/30 of the applicable Total Monthly Maintenance Charge, for each day maintenance was provided

c) There will be no charge for travel expense associated with maintenance service or programming service under this Contract except that actual travel expenses will be charged in those instances where the site at which the Machine is located is not normally accessible by private automobile or scheduled public transportation.

d) All maintenance and other service activities (including but not limited to activities relating to pre-installation planning, inspections, relocation of Machines, engineering changes and altered programming) which may be made available by Contractor to the State at no additional charge or at Contractor's then applicable time and material charges, in connection with any Machines or programming supplied under this Contract, shall be subject to the terms and conditions of this Contract, unless such activities are provided under another written agreement signed by the State and the Contractor.

7. Maintenance Credit for Inoperative Machines

The Contractor shall grant a proportionate maintenance credit on a Machine shown in the Statement of Work when the Machine is inoperative for consecutive scheduled work periods totaling 24 hours from the time the State notifies the Contractor the Machine was inoperative, provided (1) the Machine became inoperative through no fault of the State, and (2) the breakdown was attributable to Equipment Failure. The credits to be granted by the Contractor to the State shall be as reflected in the Statement of Work

8. Engineering Changes

Engineering changes, determined applicable by Contractor, will be controlled and installed by Contractor on Equipment covered by this contract. The State may elect to have only mandatory changes, as determined by Contractor, installed on Machines so designated. A written notice of this election must be provided to the Contractor for confirmation. There shall be no charge for engineering changes made. Any Contractor-initiated change shall be installed at a time mutually agreeable to the State and the Contractor. Contractor reserves the right to charge, at its then current time and material rates, for additional service time and materials required due to non-installation of applicable engineering changes after Contractor has made a reasonable effort to secure time to install such changes.

9. Relocation of Equipment

a) In the event the Equipment being maintained under the terms and conditions of this Contract is moved to another location within the State of California, the Contractor shall continue to maintain the Equipment at the new location.

b) The charges of the Contractor to dismantle and pack the Equipment and installation at the new location shall be at the rates set forth in the Statement of Work. The State agrees to pay all costs incidental to any move, including costs for packing, crating, rigging, transportation, unpacking, uncrating, insurance, installation, and State and local sales tax, if any.

c) If Contractor is responsible for the move, no re-certification charges to confirm continued maintenance eligibility will be applicable. If the move is conducted by other than Contractor, State agrees to pay re-certification charges to Contractor at rates set forth in the Statement of Work.

10. Termination

Notwithstanding the Termination for Convenience provisions contained in the General Provisions, upon thirty (30) days' written notification to the Contractor, State may terminate, at no cost to the State, maintenance for all or any portion of the Equipment identified in the Statement of Work.

ATTACHMENT 5 – INFORMATION TECHNOLOGY PERSONAL SERVICES SPECIAL PROVISIONS

The following terms and conditions are superseded and replaced by any alternate or inconsistent terms and conditions in the Statement of Work.

1. Contract Type

a) Unless otherwise specified, the Statement of Work shall define and authorize work on a Fixed Price basis, with a guarantee of task completion.

b) To the extent that additional work not foreseen at the time this Contract is executed must be accomplished, Work Authorizations, as described in the Statement of Work, will be the means for defining and authorizing such work on a Labor Hour basis.

2. Personnel

a) Contractor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed to otherwise by the State.

b) The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Contract. If the State exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the parties agree to proceed with any equitable adjustment in schedule or other terms that may be affected thereby.

c) The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel.

d) In recognition of the fact that Contractor personnel providing services under this Contract may perform similar services from time to time for others, this Contract shall not prevent Contractor from performing such similar services or restrict Contractor from using the personnel provided to the State under this Contract, providing that such use does not conflict with the performance of services under this Contract.

3. Responsibilities of the State

a) The State shall provide normal office working facilities and equipment reasonably necessary for Contractor performance under this Contract. Any special requirements (e.g., reprographic services, computer time, key data entry, etc.) shall be identified in the Statement of Work.

b) The State is responsible for providing required information, data, documentation, and test data to facilitate the Contractor’s performance of the work, and will provide such additional assistance and services as is specifically set forth in the Statement of Work.

c) The Contractor will not be responsible for any delay, cost increase, or other consequence to the extent that it is caused by the State’s failure to fulfill responsibilities set forth herein. In the event of any claim for equitable adjustment to price, schedule, or both, the parties will negotiate in good faith regarding execution of a Contract amendment. Should the Contractor determine that a delay exists or is probable due to a failure of the State; the Contractor will promptly notify the State in writing.

4. Unanticipated Tasks

a) In the event that additional work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.

b) For each item of unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared in accordance with the sample provided in Attachment 1, Exhibit 1 – Sample Work Authorization.

c) It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.

d) Each Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the Work Authorization.

e) All Work Authorizations must be in writing prior to beginning work and signed by the Contractor and the State.

f) The State has the right to require the Contractor to stop or suspend work on any Work Authorization pursuant to the “Stop Work” provision of the General Provisions.

g) Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:

   i) If, in the performance of the work, the Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:

      1) Authorize the Contractor to expend the estimated additional work hours or service 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 work hours.

   ii) The State will notify the Contractor in writing of its election within seven (7) calendar days after receipt of the Contractor's notification. If notice of the election is given to proceed, the Contractor may expend the estimated additional work hours or services. The State agrees to reimburse the Contractor for such additional work hours.

5. Invoicing and Payment for Services

a) During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to the State of identified Deliverables, the Contractor may submit periodically to the State invoices reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either:

   i) The number of Deliverables provided to the State divided by the total number of Deliverables required to be delivered to the State, less a ten percent (10%) withhold, less any amounts previously invoiced; or

   ii) The number of work-hours expended by the Contractor in the performance of the task divided by the number of work hours scheduled for the task, less a ten percent (10%) withhold, less any amounts previously invoiced; provided that the Statement of Work may specify a withhold of more than ten percent (10%).

b) For those Milestones which do not involve delivery to the State of identified Deliverables, but which are of a continuing nature, the Contractor may submit invoices reflecting a pro-rata cost of the Milestone, less a ten percent (10%) withhold, less any amount previously invoiced. Actual progress payment amounts for such Milestones must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.

c) Upon completion of a Milestone in accordance with the acceptance criteria set forth herein, the full charge for such Milestone, less amounts previously invoiced to the State, may be submitted for payment. Nothing herein will be construed to waive or contradict any requirement of California Public Contract Code section 12112 or any similar or successor provision.

d) In the event that work not specified in the Statement of Work is performed with the State's written consent, invoices for services as reflected on Work Authorizations will be submitted to the State for payment. In no event shall the total amount paid for such work exceed ten percent (10%) of the value of personal services anticipated by this Contract.

e) Invoices prepared in accordance with this provision will not be submitted more frequently than monthly to the State.

f) In the aggregate, invoices reflecting progress payments will not exceed eighty percent (80%) of the ceiling amount of the Contract, with the balance to be invoiced upon completion of the Contract, in accordance with the acceptance criteria set forth herein.

g) In the event of a conflict between the terms of this Section 5 and those of the Section of this Contract entitled "Acceptance of Software," the latter will govern.

6. Contractor Evaluation

In accordance with the California Government Code, Contractor performance evaluation will be completed within the guidelines of the State Contracting Manual Volume 1, Section 3.02.5. The State contracting agency, upon Contract completion, will complete and forward the Contractor evaluation to the Department of General Services.

7. Conflict of Interest

During the performance of this contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this contract, the Contractor must inform the State in writing within 10 working days. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendations, the State shall have the option of terminating the Contract.

Failure to disclose a relevant financial interest on the part of the Contractor will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with Public Contract Code section 12102(j).

ATTACHMENT 6 –

SECRETARY OF STATE STATEMENT OF WORK SPECIAL PROVISIONS

The following are the Secretary of State's Statement of Work Special Provisions:

1. 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) 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, Incompatible Activities - Secretary of State Policy Regarding Political Activity in the Workplace, must be signed by every VoteCal team member including those working for contractors.

l) 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.

m) 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.

n) 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.

o) 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).

p) 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.

q) 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.

r) 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.

s) 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.

t) 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.

u) 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.

v) 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.

Glossary of Terms and Acronyms

TERM/ACRONYM	DEFINITION
§	Section as in California Elections Code Section (§) 1000.
Accept and Apply	In VoteCal, the process of receiving and validating data, and incorporating the data into the VoteCal database.
Acceptance	A written notice from State to Contractor that a Deliverable has conformed to its applicable Acceptance Criteria in accordance with the process described in Attachment 1, paragraph 10 - Inspection, Acceptance and Rejection of Contractor Deliverables.
Acceptance Criteria	The subset of Specifications against which each Deliverable shall be evaluated and which are described in DEDs.
Acceptance Tests	Those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
ADA	Americans with Disabilities Act – federal law that prescribes requirements for accessibility.
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.
AIIM	Association for Information and Image Management
ANSI	American National Standards Institute
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.
API	Application Programming Interface
Application Program	A computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

TERM/ACRONYM	DEFINITION
Application Software	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 (see Custom Software).
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 *permanently* 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)
Attachment	A mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
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.)
BL	Business Lead –Subject matter expert in California elections law and practice.
Business Day	Reflects a routine work day according to the State of California, excluding State holidays (as specified in State of California Department of Personnel Administration website http://www.dpa.ca.gov/personnel-policies/holidays.htm) and any State-mandated furlough days.
Business Entity	Any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
Buyer	The State's authorized contracting official.

TERM/ACRONYM	DEFINITION
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 – notice to voter confirming third party change of address provided to SOS
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.
CA-PMM	California Project Management Methodology – California Technology Agency's adopted project management standard
CCR	California Code of Regulations
CDCR	California Department of Corrections and Rehabilitation
CDDI	Copper Distributed Data Interface
CDPH	California Department of Public Health
Certification	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 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 System, is ready for applicable Acceptance Tests and/or implementation.
Close-Out	In this RFP, close-out refers to contract closure activities conducted and completed during Phase VII – First Year Operations and Close-out.
CMMI	Capability Maturity Model Integration for development
COA	Change of Address
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 state law (e.g., 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.
Contract	Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
Contractor	The Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
Contractor Commercial Proprietary Software	Proprietary operating/vendor software packages owned by Contractor or an affiliate which are provided at established catalog or market prices and sold or leased to the general public, and include any system component for which configuration is within the licensor's published, customer-configurable options.

TERM/ACRONYM	DEFINITION
COOP	Continuity of Operations
COTS	Commercial-off-the-Shelf
CPU	Commercial Computer System
CPU	Central Processing Unit
CR	Change Request
CSS	Cascading Style Sheet
Custom Software	Software that does not meet the definition of Contractor Commercial Proprietary Software, including but not limited to Software And Modifications, as well as interfaces to other systems but excluding Third Party Software.
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).
Data	The State's records, files, forms, data and other documents, including but not limited to converted Data that will be processed by the VoteCal System.
Data Processing Subsystem	A complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
DBMS	Database Management System/Software (e.g. Oracle, Sybase)
DEC	Digital Equipment Corporation
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)
Deficiency	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.
Deliverable Expectation Document (DED)	A DED describes the contractor's proposed approach to preparing a deliverable, including the methodology, format, content, level of detail and applicable Acceptance Criteria. This document is prepared by the contractor prior to beginning work on the deliverable and must be approved by the State.
Deliverables	Contractor's products which result from the Services and which are provided by Contractor to the State (either independently or in concert with the State or third parties) during the course of Contractor's performance under this Contract, including without limitation Equipment, and other deliverables which are described in Exhibit 2 and in Change Requests and Work Authorizations.
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
DIL	Data Integration Lead
DIMS	Vendor that developed licenses and supports DIMS-NeT, a county election management and voter registration system.
DIP	Data Integration Plan
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.
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.
DL	Development Lead
CDL/ID	California DMV-issued driver's license (CDL) number or Identification Card (ID) number.
DMV	Department of Motor Vehicles
DOB	Date of Birth
Documentation	Nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.
Domicile County	The county in which a voter resides and is legally entitled to vote based on the voter's legal residence address.
DVBE	Disabled Veterans Business Enterprise
E-60	60th day prior to the scheduled election
EC	California Elections Code
EDD	Employment Development Department
EIMS	Election Information Management System – the proprietary county election management and voter registration system developed, licensed and supported by DFM Associates.

TERM/ACRONYM	DEFINITION
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, unless otherwise stated in the Request for Proposals for a specific activity.
EMS	Election Management System
Equipment	An all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
Equipment Failure	A malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
ES&S	Election Systems and Software - Vendor that developed, licenses and supports LEMS, a county election management and voter registration system.
ETL	Extract, Transform and Load
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
Facility Readiness Date	The date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
F.O.B.	Free on Board
FTE	Full-Time-Equivalent
FTP	File Transfer Protocol
Full System Acceptance	SOS Acceptance of the VoteCal System at the end of Phase VII – First Year Operations and Close-out. Criteria for Full System Acceptance shall include (but not be limited to) conditions cited in Attachment 1, Section 10.(e) – Full System Acceptance.
GCDC	Department of Technology Services Gold Camp Campus (formerly known as Teale Data Center)

TERM/ACRONYM	DEFINITION
Goods	All types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
GPA	Government Procurement Agreement
GUI	Graphical User Interface
Hardware	Usually refers to computer Equipment and is contrasted with Software. See also Equipment.
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.
Implementation	The process for making the VoteCal System fully operational in accordance with its Specifications for processing the Data in State's normal business operations. Implementation shall be completed when Contractor has completed the Implementation Services according to the Work Plan.
Information Technology (IT)	Includes, but is not 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 which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
Installation Date	The date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
IDV	Verification process used by DMV.
IFB	Invitation for Bid
Integrated Project Schedule (IPS)	An integrated project schedule provides a comprehensive view of what will occur, when, who is expected to do it, and how tasks relate to one another. It contains the tasks/activities of Contractor, SOS staff and other SOS contractors, county elections officials' staff, and EMS vendors that must occur in order to meet the requirements of this RFP. The IPS must contain a list of planned tasks, milestones, estimated completion dates, resource assignments, and dependencies between tasks. The IPS must also include tasks' dependencies on other VoteCal team members' (staff, other contractors) activities, including but not limited to deliverable planning (Deliverable Expectation Document development and approval and SOS review of submitted deliverables, each as described in Attachment 1 - Statement of Work), and Contractor correction of deficiencies.
Interactive	Allows user to view and modify data in the VoteCal database directly on a real time basis.
IEEE	Institute of Electrical and Electronics Engineers
IPOC	Independent Project Oversight Consultant
ISO	International Organization for Standardization
Issue	A situation, problem, or an activity that has happened or is happening at present which impacts upon the approved Project Plan.

TERM/ACRONYM	DEFINITION
ITD	Information Technology Division (of SOS)
ITPOF	Information Technology Project Oversight Framework
IV&V	Independent Verification and Validation
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
LAN	Local Area Network
LDAP	Lightweight directory access protocol
Level 1 Call	Initial problem report and intake. A solution problem of any severity reported to a Level 1 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.
Machine	An individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

TERM/ACRONYM	DEFINITION
Machine Alteration	Any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
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	The maintenance and support Services which shall be performed by Contractor and which are described as such in the RFP, Proposal and Exhibits 4 and 5 of the SOW.
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.
Maintenance Diagnostic Routines	The diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
Major Qualified Political Party	Democratic and Republican parties
Manufacturing Materials	Parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
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
MPLS	Multiprotocol Label Switching
MPSR	Monthly Project Status Report
MTBF	Mean Time Between Failure – The average expected or observed time between consecutive failures in a System or component.
MTTR	Mean Time to Repair – The average expected or observed time required to repair a System or component and return it to normal operation.
NCOA	National Change of Address
NVRA	National Voter Registration Act
OAH	Department of General Services, Office of Administrative Hearings
Object Code	The binary code version of a Software program loaded into a computer’s memory to enable it to perform a program function.

TERM/ACRONYM	DEFINITION
OCIO	The Office of the State Chief Information Officer. As of January 2011, this entity became the California Technology Agency.
OCMP	Organizational Change Management Plan
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.
Operating Software	Those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
Operational Use Time	For performance measurement purposes that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
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 – the State's data center
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
PCC	Public Contract Code
PDT	Pacific Daylight Time
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.
Performance Testing Period	A period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.
Period of Maintenance Coverage	The period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
Phase	When capitalized, refers to a VoteCal Project Phase as described in Attachment 1, Exhibit 2 – Tasks and Deliverables.

TERM/ACRONYM	DEFINITION
Platform Environment	The integrated Hardware, Platform Software, Third Party Software, network, and other technical and functional components of the VoteCal System in which the VoteCal Application Software interoperates in order to provide the functionality prescribed for the VoteCal System solution.
Platform Software	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, and for which configuration is within manufacturer's published, customer-configurable options.
PM	Project Manager
PMBOK	Project Management Institute Body of Knowledge
PMI	Project Management Institute
PMO	Project Management Office
PMP ®	Project Management Professional certification
PMP	As defined in the *PMBOK Guide Third Edition*, 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. For the purposes of the VoteCal Project, the PMP shall define the technical and managerial Project functions, processes, activities, tasks, and schedules necessary to satisfy the Project requirements and produce required Contractor Deliverables.
PMR	Project Management Reviews
Political district	A specified geographical area, within which all residents are eligible to vote for elected offices and ballot measures for that political district
PPM	Principal Period of Maintenance
PRCP	Pre-election Residency Confirmation Postcard (EC §2220)
Pre-Existing Materials	Software in Source Code and Object Code formats (including without limitation Contractor Commercial Proprietary Software and excluding Third Party Software) and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order.
Preventive Maintenance	That maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
Principal Period of Maintenance	Any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

TERM/ACRONYM	DEFINITION
Production Environment	The final host environment for the solution application and required platform software.
Program Product	Programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
Program Team	Members of the SOS team and members of the county staff.
Programming Aids	Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
Project	When capitalized, refers to the VoteCal Project. Also refers to the planned undertakings regarding the entire subject matter of this Contract.
Provisional Ballot	Ballot cast by a voter at the Polling Place when the voter does not appear on the Roster.
PST	Pacific Standard Time
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)
Remedial Maintenance	That maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
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.
RFP	Request for Proposal
Risk	From the Master Issues List: Something that may happen and if it does, will have a positive or negative impact on the project.
ROR	Report of Registration
SDD	Software Design Description
SEC	Securities & Exchange Commission
SEI	Software Engineering Institute
SSN and SSN4	Social Security Number and last four digits of Social Security Number as is required if California driver's license number does not exist.

TERM/ACRONYM	DEFINITION
Sequoia Pacific	Vendor that developed, licenses, and supports Integrity, a county election management and voter registration 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.
Services	The tasks and services to be performed by Contractor on the Project, as described in the Contract, including without limitation the Statement of Work.
Severity 1 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; and (b) security vulnerabilities identified by the State or SOS Information Security Officers or by the Platform product manufacturer.
Severity 2 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.
SI Vendor	System integrator vendor – Vendor hired to design, develop, and deploy the VoteCal solution.
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)
SIMM	State Information Management Manual – policy manual related to information technology in California as issued by the California Technology Agency (formerly Office of the Chief Information Officer)
Single exact match	An exact match of all fields in the matching criteria set to one and only one voter registration record.
Site License	For each product, the term “Site License” shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.
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.
SMP	Schedule Management Plan
Software	VoteCal System Application Software, Platform Software, Pre-Existing Materials that are software and that are included in the VoteCal System, Third Party Software, and all upgrades and enhancements thereto all in Source Code and Object Code formats, unless otherwise mutually agreed in writing, except that Contractor is not required to provide Source Code for Third Party Software unless the licensor provides such Source Code to its customers. Enhancements and upgrades provided by Contractor prior to completion of the Project and during Phase VII – First Year Operations and Close-out shall be included as part of the Software.

TERM/ACRONYM	DEFINITION
Software And Modifications	Software or modifications thereof and associated documentation designed or developed on this project.
Software Support	See Application System Support.
SOS	California Office of the Secretary of State
SOSPROD	Secretary of State Production Environment
Soundex	A phonetic algorithm for matching names based on phonetic pronunciation in English.
Source Code	The series of instructions to the computer for carrying out the various tasks that are performed by a computer program, expressed in a programming language that is easily comprehensible to appropriately trained persons who translate such instructions into Object Code, which then directs the computer to perform its functions.
Source Code Documentation	Defined to include but not be limited to then-current versions of the following when the Source Code is provided by Contractor: 1. Functional specifications (which describe the function of a Software module from a user point of view in detail) and designs for the Software, including but not limited to background and the database schema, entity relationship diagrams (where applicable), data objects, and user interface objects. 2. Information describing how to compile and link the source code modules to obtain working software, as well as data structures outside of the module which are required to configure or drive the module. 3. Source code and documentation for database definition and database procedures (SQL definitions), graphical user interface modules, data interface modules and other Software modules, including but not limited to build procedures. 4. Documentation describing installation and support policies and procedures. 5. Detailed instructions for a programmer and programming notes. 6. A description of how each interface will work on a technical level, the content and format of protocols streams, and other technical considerations. 7. All relevant commentary, explanations, and other documentation for the Software.
Specifications	The technical and other written specifications and objectives that define the requirements and/or Acceptance Criteria, as described in the RFP, Proposal, Documentation, DEDs, 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.
SRS	Software Requirements Specifications (document)

TERM/ACRONYM	DEFINITION
SSA	Social Security Administration
SSL	Secure Socket Layer
SSN	Social Security Number
SSN4	Last 4 digits of a person's social security number
Staging Environment	A preproduction environment that replicates the production environment to stage new application releases prior to migration to the production environment.
State	The government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
Subcontractor	A person, partnership, or company that is not in the employment of or owned by Contractor and that is performing Services under this Contract under a separate contract with or on behalf of Contractor.
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	The complete collection of Hardware, Software and Data as described in this Contract, integrated and functioning together, and performing in accordance with this Contract. This is also referred to as the VoteCal System.
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.
TACPA	Target Area Contract Preference Act
TCP/IP	Transmission Control Protocol/Internet Protocol
Telecommunications	The telecommunications and network lines, Equipment, Software, and Services for transmitting Data and other information for the State.
Test Environment	A separately managed environment appropriate for unit, systems and stress testing of the developed solution and its interfaces.
TestL	Testing Lead
Third Party Software	Software that is developed by third parties (including Subcontractors) and generally distributed for commercial use, and not specifically designed or developed for State, including without limitation operating system software, tools, utilities, and commercial-off-the-shelf software.
Tier	A group of counties whose numbers of registered voters falls into a specified range.
TL	Technical Lead
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.

TERM/ACRONYM	DEFINITION
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.
UAT	User Acceptance Testing
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
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.
VR	Voter registration
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.)
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 and signature images associated with the voter.
Voting Precinct	The geographical based area to which voters are assigned to vote for a specific election.

TERM/ACRONYM	DEFINITION
VoteCal Solution	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: • 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); • Remediate the EMS' to enable each to support data integration and interface with the VoteCal System; • Train and prepare County and SOS staff to operate the VoteCal system and/or its interface to the EMS; and, • 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.
VoteCal System	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 and needed to develop, test, deploy and operate the VoteCal System.
VoteCal System Software	Includes any Application Software that is developed or modified by the Contractor to meet the requirements and other Specifications of this Contract for the VoteCal System.
VR	Voter Registration
VRA	Voter Registration Act
VRC	Voter Registration Card
VRDB	Voter Registration Database
W3C	World Wide Web Consortium
WAN	Wide Area Network
Warranty Period	The one year period following satisfactory completion of Phase VI and which will commence immediately after the VoteCal System is fully deployed to, implemented in, and certified in all counties, and the SOS Project Director gives approval to proceed based on decision criteria that include SOS Acceptance of Deliverable VI.5 – VoteCal System Final Deployment Report including Delivery of Updated VoteCal System Source Code and System Documentation.
WCAG	Web Content Accessibility Guidelines
Work Plan	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.

TERM/ACRONYM	DEFINITION
Work Product	Includes all products provided and services performed under this Contract, including without limitation the Deliverables, Source Code and Object Code for the Custom Software and the Software And Modifications, materials and Data; and excludes (1) Contractor's administrative communications and records relating to this Contract and (2) the ideas, concepts, or know-how identified in Attachment 2, Section 37(d), and (3) Contractor Commercial Proprietary Software and Third Party Software.
WTO	World Trade Organization
XML/SOAP	Service Oriented Architecture principles