Solicitation RFP SOS 0890-46

VoteCal Statewide Voter Registration System

State of California

Bid RFP SOS 0890-46
VoteCal Statewide Voter Registration System

Bid Number	**RFP SOS 0890-46**
Bid Title	**VoteCal Statewide Voter Registration System**
Bid Start Date	**Oct 29, 2010 3:36:04 PM PDT**
Bid End Date	**Sep 2, 2011 5:00:00 PM PDT**
Question & Answer End Date	**Mar 11, 2011 5:00:00 PM PST**
Bid Contact	**Regina Weary** **916-375-4554** **regina.weary@dgs.ca.gov**
Standard Disclaimer	**The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.** **The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.**

Description

The purpose of this Request for Proposal is to solicit proposals that will provide the California Secretary of State (SOS) with a new Statewide Voter Registration System (VoteCal). The term of this contract is for implementation plus one (1) year warranty.

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). 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 or 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

The address to send draft and final proposals via hand delivery or standard US mail is:

Maria Harris
C/O Regina Weary
Office of the Secretary of State - Procurement
1500 11th Street
Sacramento, CA 95814
Phone: (916) 375-4554
Fax: (916) 375-4505
Maria.Harris@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 Department Contact person(s) for an appointment to view the Bidder's Library for those documents in hardcopy only is:

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

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 5:00 PM, PST
3. Last day to submit questions for clarification of the RFP requirements	11/12/10 By 5:00 PM, PST
4. Last day to protest RFP requirements and request contract language changes prior to pre-qualification*	12/03/10
5. Bidder pre-qualification packages due	01/06/11 By 5:00 PM, PST
6. Pre-qualification decision announced	01/28/11
7. Confidential Discussions with Individual Bidders. Confidential Discussions to be held at the Secretary of State's Office	02/14/11 – 03/11/11 (Time TBD)
8. Last day to submit (1) requests for contract language changes, (2) questions for clarification, or (3) requests for changes to the RFP requirements	03/11/11 By 5:00 PM, PST
9. Last day to protest the RFP requirements*	03/25/11 By 5:00 PM, PST
10. Submission of Draft Proposals due to DGS	04/29/11 By 5:00 PM, PST
11. Confidential Discussions (and potentially demonstrations) concerning Draft Proposals. Confidential Discussions to be held at the Secretary of State's Office	07/08/11 – 08/05/11 (Time TBD)
12. Submission of Final Proposals due to DGS	09/02/11 By 5:00 PM, PST
13. Cost Proposal Opening ***	10/21/11 (Time TBD)
14. Notification of Intent to Award***	10/25/11
15. Last Day to Protest Selection*** -	10/28/11
16. Contract Award and Execution***	12/23/11

Additional action dates may be inserted as necessary.

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

***Date is subject to change.

\- See Section II. E.2 – Alternative Protest Process.

G. INTENTION TO SUBMIT A PROPOSAL

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

H. AMERICANS WITH DISABILITIES COMPLIANCE

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

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

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

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

The Procurement Division TTY telephone number is:

Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922

TTY: 1-800-735-2929

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

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

Reference: RFP SOS 0890-46

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

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

The following is the contact person for our company:

Name and Title:_____

Address:_____

City, State & Zip:_____

Phone Number:_____ Fax Number:_____

Email Address:_____

Sincerely,

_____
Name (Signature)

_____
Typed Name and Title

Company_____

Phone Number (____)_____Fax Number (____)_____

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

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

BIDDERS: THE STATE MAKES NO WARRANTY THAT THE CHECKLIST IS A FULL COMPREHENSIVE LISTING OF EVERY REQUIREMENT SPECIFIED IN THE RFP. CHECKING OFF THE ITEMS ON THE CHECKLIST DOES <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 180 calendar days following the scheduled date for the Contract Award as set forth in Section I.F - Key Action Dates. A Bidder may extend the offer in the event of a delay of Contract Award.

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

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

2. ***Pre-qualifying bidders***

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

3. ***RFP Documents***

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

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

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

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

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

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

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

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

a. Rules and Expectations for Confidential Discussions

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

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

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

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

b. Confidential discussions Location and Equipment

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

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

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

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

5. Examination of the Work

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

a. Questions Regarding the RFP

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive proposal process may request clarification by submitting written questions, in an email or envelope clearly marked "Questions Relating to RFP SOS 0890-46" to the Department Official listed in Section I.D - Department Official. To ensure a response prior to submission of the Proposals, questions must be received by the Department Official, in writing, by the scheduled date(s) in the Key Action Dates paragraph specified in Section I.F - Key Action Dates. If a Bidder submits a question after the scheduled date(s) the State will attempt to answer the question but does not guarantee that the answer will be provided prior

to the Proposal due date. Question and answer sets will be provided to all Bidders. The State will publish the questions as they are submitted including any background information provided with the question; however, the State at its sole discretion may paraphrase the question and background content for clarity.

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) working days to submit a protest to the addendum according to the instructions contained in Section II.E.2 – Alternate Protests Process. If an addendum is issued after the date and time specified in Section I.F - Key Action Dates for the Last Day to Protest RFP, only those items that are in the RFP that are changed by the addendum may be protested.

d. Letter of Credit

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

D. BIDDING STEPS

1. General

The procurement process to be used in this acquisition is composed of at least one phase of bid development. The Final Proposal is a mandatory step for all bidders; all other steps are optional for the State to require but mandatory for Bidders if the State requires the Draft Proposal or demonstration. **Cost submitted in any submission other than the Final Bid may preclude the Bidder from continuing in the process.**

2. Preparation of Proposals

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

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

3. Bidders' Conference

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

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

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

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

5. ***Draft Proposals***

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

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

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

6. ***Draft Proposal Confidential Discussions***

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

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

7. ***Final Proposals***

a. Submission of Final Proposal

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

The Final Proposal must contain all costs required by Section VII - Cost Tables and Section VIII - Proposal Format. Cost data, including any electronic copies (as identified in Section

VIII - Proposal Format) must be submitted under separate, sealed cover. If the cost data are not submitted under separate sealed cover, the Proposal may be rejected.

Section II.D.7 - Final Proposals describes specific guidelines applicable to the submission of the Final Proposal to the RFP. If the Final Proposals are declared to be Draft Proposals as described in Section II.D.7.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 Final Proposal must be submitted no later than the date and time specified in the Key Action Dates in Section I.F. If mailed or delivered, Proposals must be received on or before the specified date and time. Proposals must be mailed or delivered to the Department of General Services Department Official listed in Section I.D. - Department Official. If mailed, it is suggested that the Bidder use certified or registered mail with "return receipt requested" as delivery of Proposals is done at the Bidder's own risk of untimely delivery, lost mail, etc. E-mailed or faxed proposals are not acceptable.

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

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

g. Withdrawal and Resubmission/Modification of Proposals

A Bidder may withdraw its Final Proposal at any time prior to the Proposal submission date and time specified in Section I.F - Key Action Dates by submitting a written notification of

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

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

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. Maintaining the confidentiality of information that is designated as confidential by the State is paramount: it cannot be over emphasized.

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.

8. Rejection of Proposals

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

a. General

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

b. Evaluation Questions

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

c. Errors in the Final Proposal

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

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

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

9. Contract Award

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

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

10. Debriefing

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

E. OTHER INFORMATION

1. Requirement Protest

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

Protest regarding any issue other that selection of the successful Bidder are requirements protest and will be heard and resolved by the Deputy Director of the Department of General Services, Procurement Division, whose decision will be final. Before a requirements protest is submitted the bidder must fully and timely use the procedures described in Section II.C.5.a Question Regarding 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 protest 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 the Key Action Dates in Section I.F for such protests. Requirements protest 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 bid, Bidder agrees to the Alternative Protest Process outlined below.

IMPORTANT NOTICE TO BIDDERS

RFP-#0890-046

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

http://www.oah.dgs.ca.gov/Laws/bidprotestRegs.htm#1400

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

Within three (3) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting Bidder, the complete protest filing to include the detailed written statement of protest, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the Bidder's right to protest.

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

3. Disposition of Proposals and Bids

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

4. Contacts for Information

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

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

5. News Releases

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

EXHIBIT II.A - COMPETITIVE BIDDING AND BID RESPONSIVENESS

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

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

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

1. A proposal stated, "The prices stated within are for your information only and are subject to change."
2. A proposal stated, "This proposal shall expire ninety (90) days from this date unless extended in writing by the _____ Company." (In this instance award was scheduled to be approximately 90 days after the proposal submittal date.)
3. A proposal for lease of IT equipment contained lease plans of a duration shorter than that requested in the RFP.
4. A personal services contract stated, "_____, in its judgment, believes that the schedules set by the State are extremely optimistic and probably unobtainable. Nevertheless, _____ will exercise its best efforts..."
5. A proposal stated, "This proposal is not intended to be of a contractual nature."
6. A proposal contained the notation "prices are subject to change without notice."

7. A proposal was received for the purchase of IT equipment with unacceptable modifications to the Purchase Contract.
8. A proposal for lease of IT equipment contained lease plans of a duration longer than that which had been requested in the RFP with no provision for earlier termination of the contract.
9. A proposal for lease of IT equipment stated, "...this proposal is preliminary only and the order, when issued, shall constitute the only legally binding commitment of the parties."
10. A proposal was delivered to the wrong office.
11. A proposal was delivered after the date and time specified in the RFP.
12. An RFP required the delivery of a performance bond covering 50 percent of the proposed contract amount. The proposal offered a performance bond to cover "x" dollars, which was less than the required 50 percent of the proposed contract amount.
13. A proposal did not meet the contract goal for Disabled Veterans Business Enterprise (DVBE) participation and did not follow the steps required by the proposal to achieve a "good faith effort."
14. 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. The bidder had not followed the steps to achieve a "good faith effort."

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 in 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 (IT) office 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
- 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 official of each of the 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.).

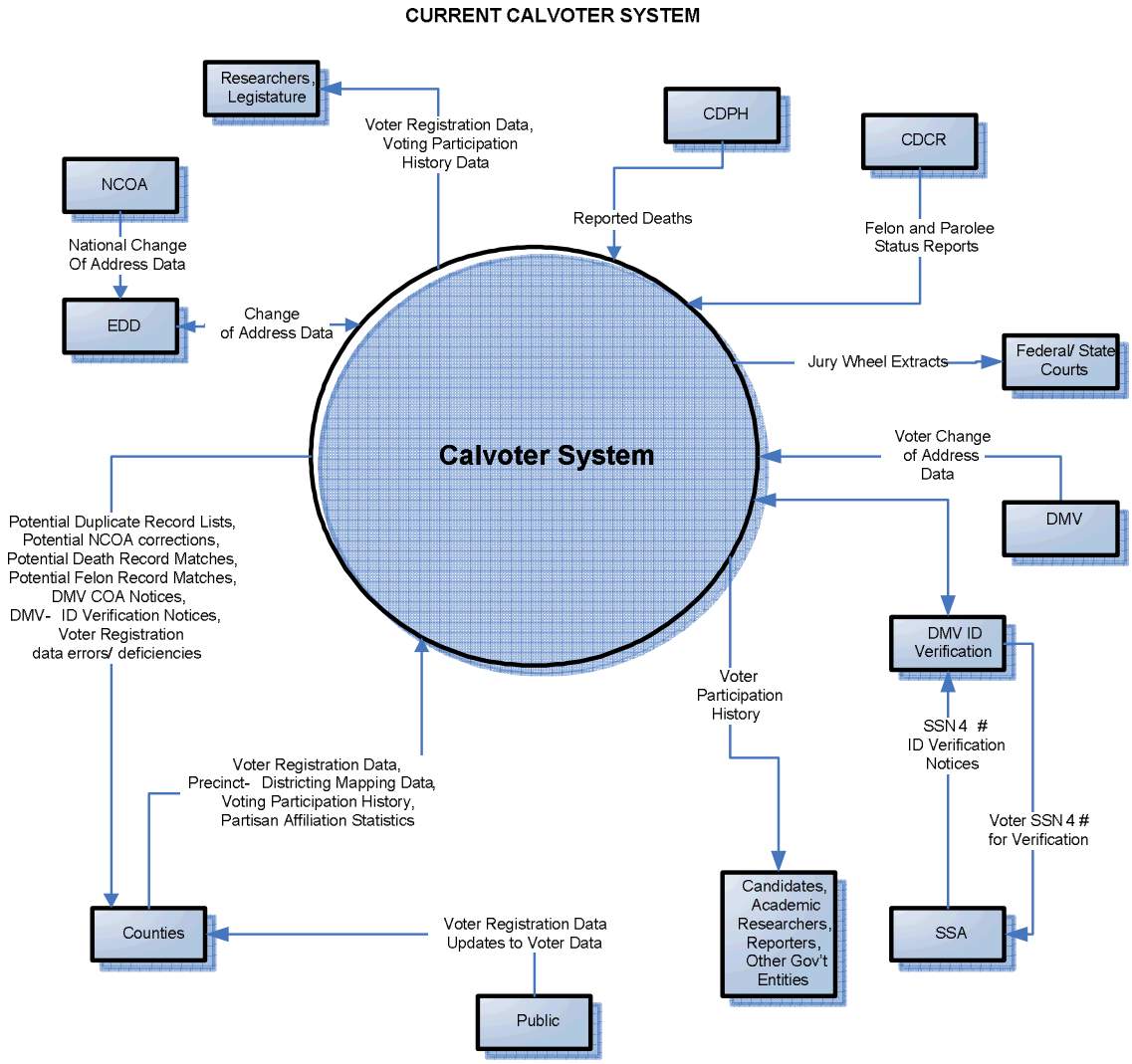
SOS maintains the official statewide database of all registered voters, supported by the Calvoter Statewide Voter Registration and Election Management System (Calvoter). Calvoter contains a copy of the county voter records, kept current by daily updates from the counties. New voter records cannot be 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 an interim level of compliance with the Help America Vote Act of 2002 (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 State of 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;
- 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 the California Department of Motor Vehicles (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*

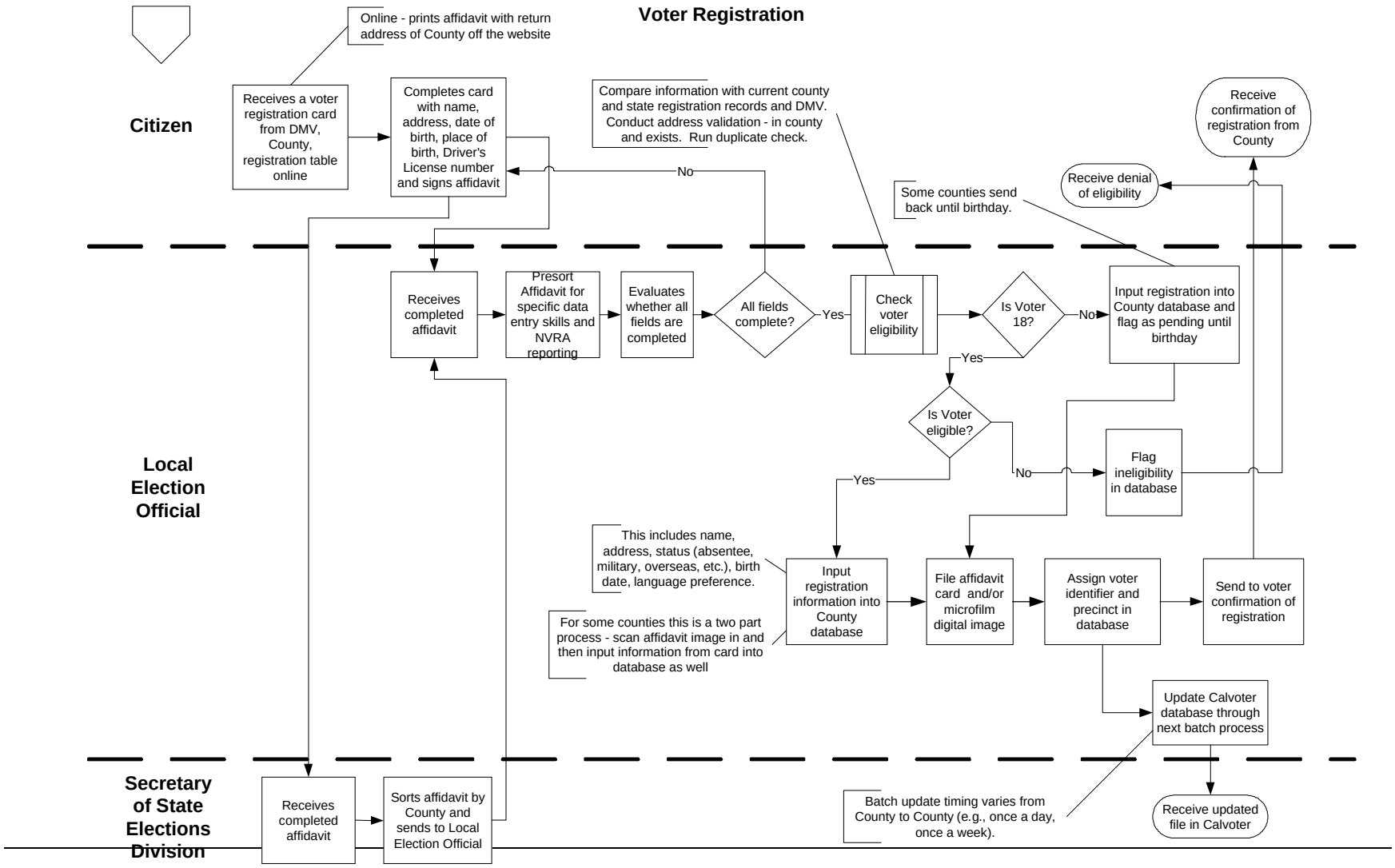
The registration process begins with the individual voter completing and signing an affidavit of registration and delivering it to the county elections official or the SOS by any of several delivery mechanisms, including:

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

- Registration at federal, state and local agencies providing food stamps, services to the disabled, or through the Aid to Families with Dependent Children, Women/Infants/Children programs; 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



October 29, 2010

2. ***Voter Registration List Maintenance Process***

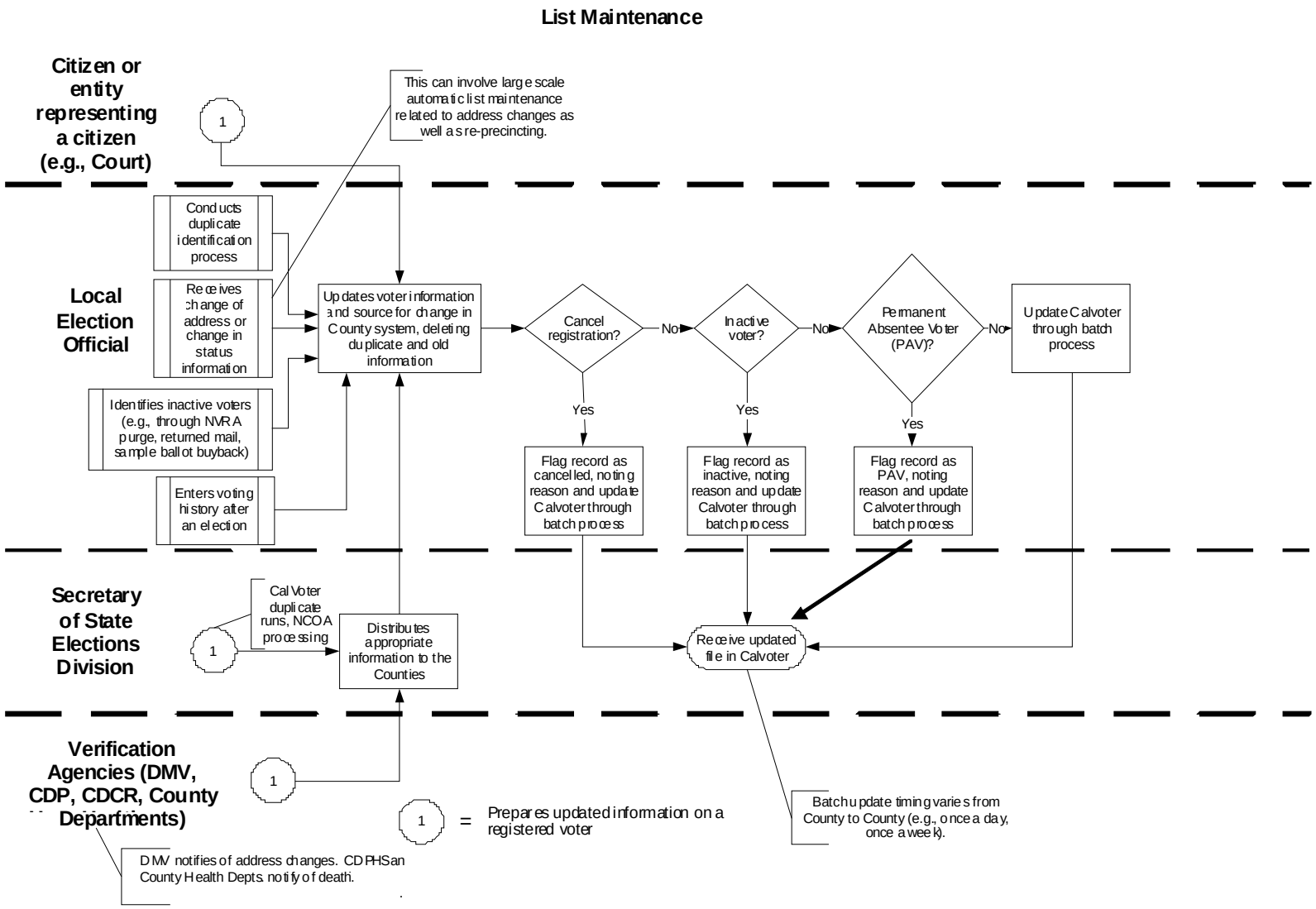
Duplicate, changed and invalid registrations are identified using any or all of the following means:

- Residency confirmation mailings;
- Use of the NCOA information provided by the USPS through private vendors;
- Notification from the 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 the 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

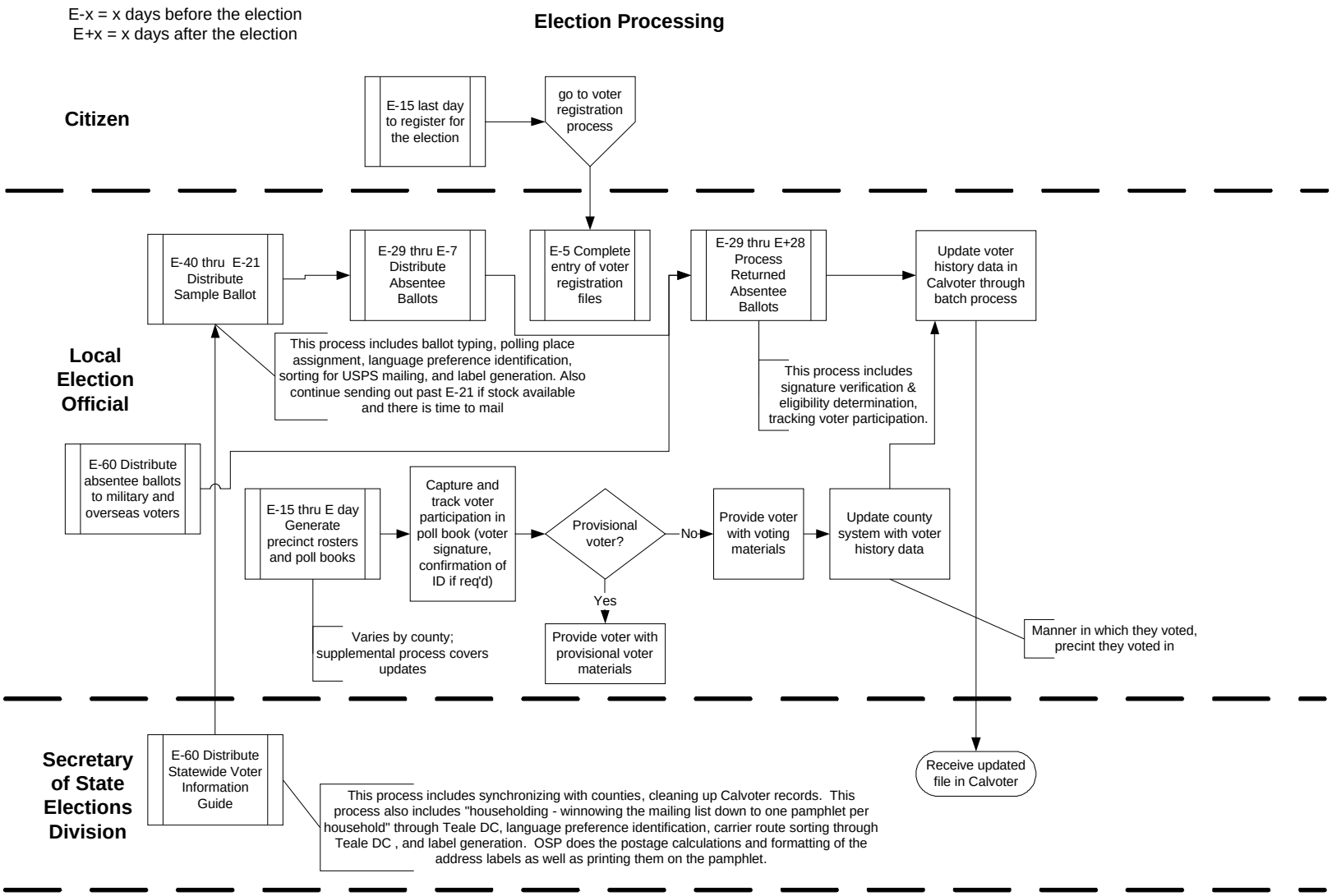


3. ***Election Processing Activities***

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 24 hours a day, seven 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 (HAVA)*

On October 29, 2002, the Help America Vote Act 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. Unlike California's current Calvoter database, 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 the DMV, the CDPH, and the CDCR for identification and list maintenance purposes.

2. *Current System Problems and Issues*

Although the augmentation of the Calvoter system brought the system closer to compliance with HAVA, there remain a number of critical limitations that must be addressed to achieve full compliance. The following in Table III.1 is the issues and problems with the existing system.

Table III.1 – Calvoter System Problems and Issues

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 only portions of its registration data to Calvoter. Because each county employs its own voter registration system, the data is heterogeneous rather than uniform as required by HAVA. Calvoter was not designed to serve as the single, official record of registration for the conduct of elections throughout the state – essentially the foundation of the entire election process. While Calvoter does contain a complete list of active and inactive registered voters, this list is also maintained in pieces within separate county voter registration systems. Counties update their registration information and periodically update the central Calvoter system in a manner that does not ensure the Calvoter information and county information are synchronized at all times. As a result, although the SOS maintains the "official" list, this list would likely 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. Each county captures data in a variety of ways and has different definitions for the status of voters. For example, one county may store cancelled voters in their system, while another purges them. One county may parse addresses into separate fields, while another county maintains the

HAVA Requirement	Calvoter Ability to Address Requirement
	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 county system in the same form, or that the records stored in the county system are all and only those records reflected in Calvoter.
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 county election management systems (EMS). They upload and download information to disks/CDs and then update Calvoter or their own election management files. As a result, there is a significant time delay between when voter registration information is updated and when these updates are applied to the central State database. The interim enhancements added processes to ensure that Calvoter exactly reflects county systems at the beginning of each business day; however, this requirement is deliberately bypassed during the period surrounding federal elections that are closely followed by local elections. In addition, there are multiple voter registration processes and different data validation rules in each county and each county applies different processes and timelines to their list maintenance activities. 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.
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: the 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. No mechanism exists to monitor or enforce those county processes or ensure accuracy.

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 names 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 data for all active and inactive voters, as well as historical data for previously registered voters. At this time, the State cannot meet this requirement. Counties use different voter registration processes and apply different data validation rules. They also apply different list maintenance activities at different times during the year. As a result, the amount of duplicate or erroneous registrations residing within county systems ranges from 1% to 52% (as reported by counties in a recent project survey). Most respondents indicated less than 10%. 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 driver's license number (DL#). If they have no DL#, they must provide the last 4 digits of their Social Security Number (SSN). If they have neither DL# nor SSN, the system must assign them a unique identifier to use as a "voter registration ID number." No registration is valid unless/until the State verifies these ID numbers.	The interfaces to DMV and SSA to support the verification of the voter ID, which is the basis for the unique identifier, were added with the interim enhancements, as were requirements for the counties to assign a unique identifier based on the verified voter ID to all new and existing voter records. However, because the counties continue to maintain the 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. There is no 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 unique identifier 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.

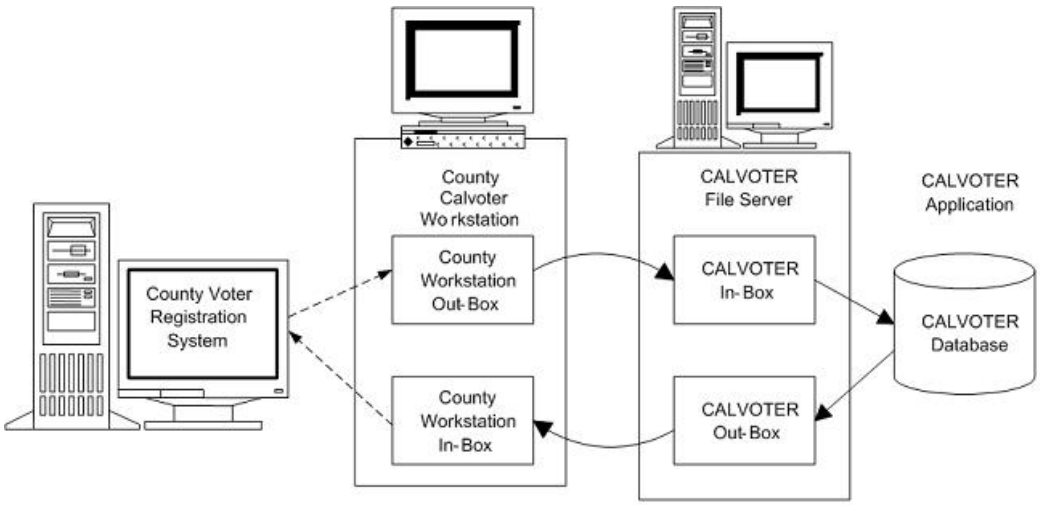
Suggested changes to county data identified from DMV, CDPH, CDCR and NCOA processing, and from the system duplicate checks, are packaged into return files and sent to the counties for review and appropriate action. While most counties receive these notices as electronic transactions for direct import into their system, some receive them as printable reports that must be processed manually because their registration system 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 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 county 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 counties, as well as other agencies, are handled by a system of scheduled 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***

- Calvoter stores voter registration data for approximately 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 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.
- 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
    - Place of birth

For example, if the Street Address field is defined to have 70 standards for street name (e.g. Blvd, Rd, Road, St, etc.) there may be up to 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 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 LANs 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 the State's voter registration Calvoter program include voter registrants and authorized recipients of the data (those requests for data initiated with public service requests). Users of the State's voter registration Calvoter program data include customers, internal SOS staff and

management, local county election staff, external stakeholders, and partner agencies. Currently, only local county election 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 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:

- Candidates for federal, state, and local office
- Political parties
- Statewide Database Project at UC Berkeley (for redistricting)
- Ballot measure proponents/opponents
- Journalists
- Academic researchers
- 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***

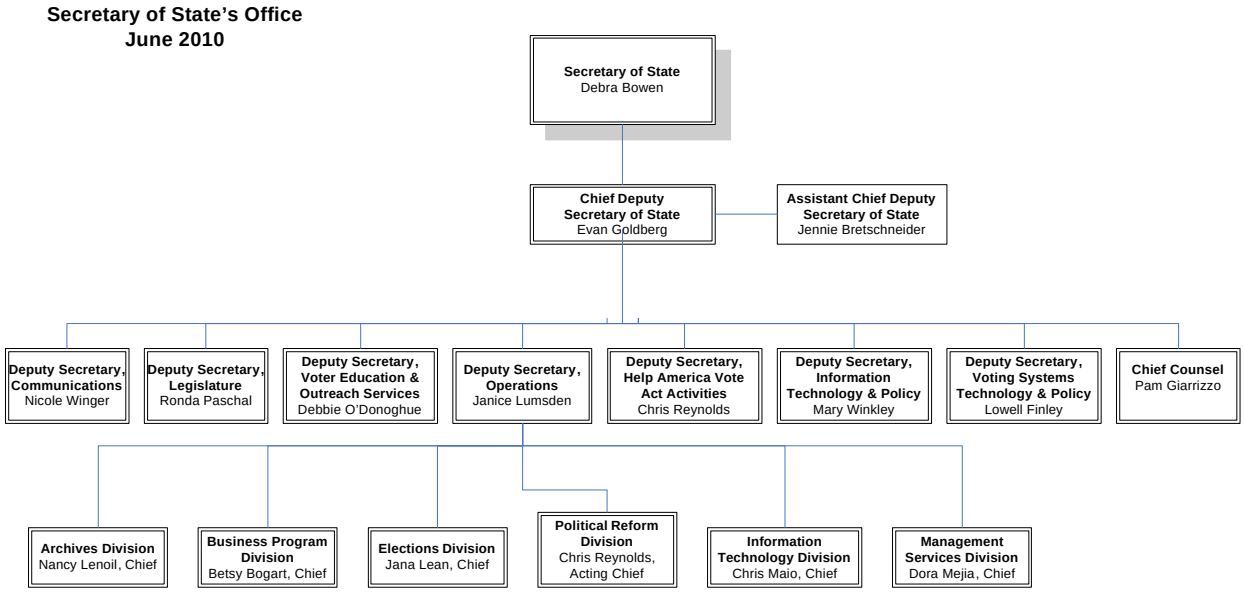
The following are the primary users of the Calvoter system:

- 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. 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 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 county systems. County elections officials use the state system to verify voter identification information and identify voters whose eligibility has changed due to relocation, death or felony conviction.
- 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***

SOS's organizational structure is depicted in Figure III.6. Staff from the Elections and Information Technology Divisions within the SOS will be involved in all phases of the VoteCal project, including requirements definition, testing, training, change management, and implementation. Figure III.6 following shows how the division fit within the overall structure of SOS.

Figure III.6 – SOS Organization



The Information Technology Division (ITD) will be closely involved in the VoteCal project. The Chief Information Officer is Project Director. Additionally, the SOS has hired project management services to support the project full time, and has designated separate full-time project leads. Other ITD staff will participate in all phases of the project as appropriate.

4. Current Workload Statistics

The following in Table III.2 are 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 Staff

The SOS maintains the Information Technology Division to provide support services to the department. The ITD is responsible for agency local area network (LAN) and wide area network (WAN) administration as well as PC support and database administration.

The division currently has 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.

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
- Two 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
- 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 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 (DL and the last four 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 the Employment Development Department (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 the 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 DL 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 DL provided or, if no such number was provided, the system attempts to identify a DL for the voter. For voters who provide their SSN4, DMV also forwards the electronic verification request to the Social Security Administration for verification. 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 DLs 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 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
- 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
35	DFM Associates – Develop and support EIMS
20	DIMS – Develop and support DIMS Net2000
2	Votec - Develop and support VEMACS
1	Non-Commercial Off-The-Shelf (COTS) system developed specifically for and supported by the county staff or its contractors. This county has indicated an interest in migrating to another of the existing EMSs in California.

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 – 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 Flat 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

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

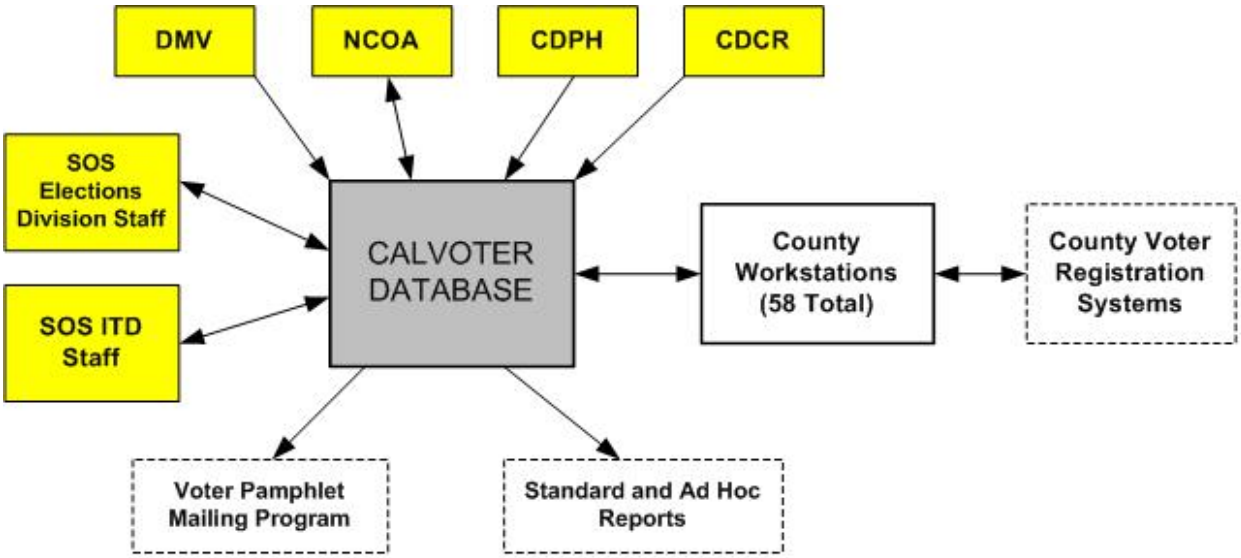
i. LAN Servers

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 Elections Division 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.

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

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

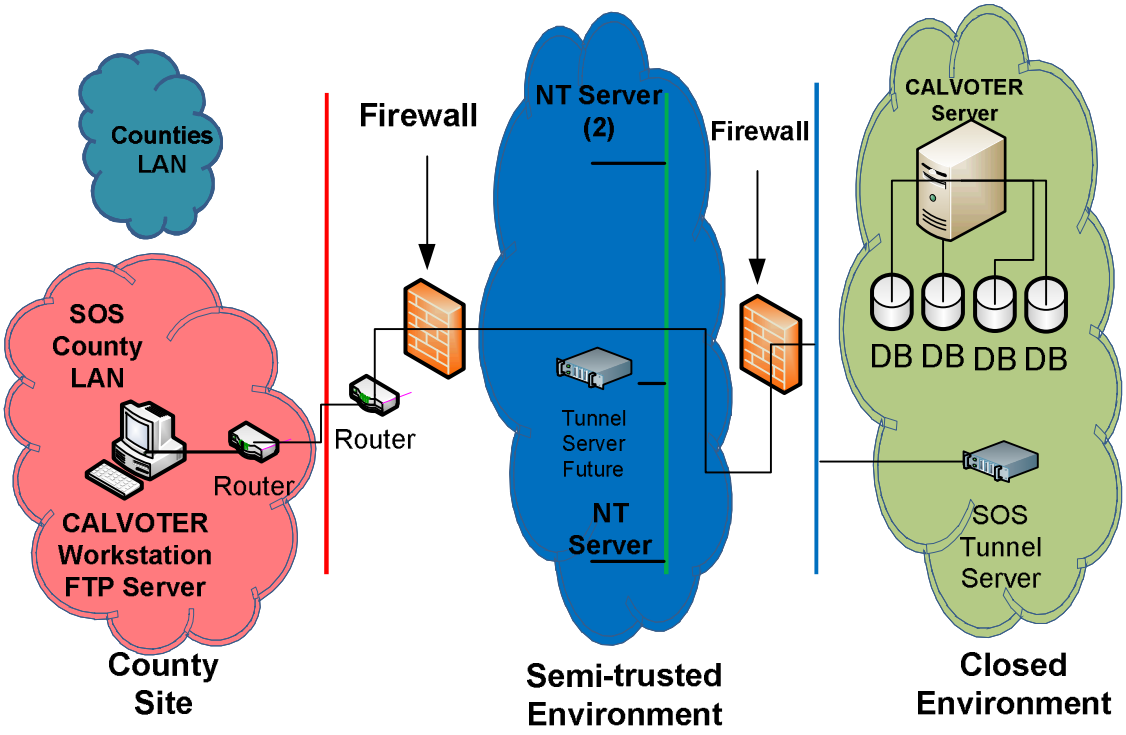
The outer firewall is connected to the external network through a router, which restricts incoming network traffic to selected addresses or subnet masks. Between the two firewalls, in the semi-trusted environment, are two NT servers used by Calvoter for user and workstation authentication. These servers 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
Network Protocol Used
SOS Network • TCP/IP Network • • Dedicated T1 connection to 48 counties and a minimum of 4.5Mbps to the remaining 10 counties.
Verizon MPLS Cloud
• RouterOC3 Connection

Figure III.9 –



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 Secretary of State's office 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

The following table 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 client
Java 6.0
Remedy Client 6.0
Rumba 7.0
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 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. Considerations should also be given to the information provided in Section III – Current Systems and Opportunities, when developing a proposed solution.

B. VOTECAL PROJECT SCOPE

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

However, it is critically important that government maintain complete and transparent control over the election process, including voter registration. SOS will require that it obtain possession of full and permanent rights to use, maintain and modify all VoteCal System software used in the delivered system, except operating system, database management, and utility components.

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

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

Table IV.1 – Major Components of Proposed Solution

Component	Description
1	VoteCal System
2	Interfaces to External State Agencies
3	Integration of VoteCal and County EMS Systems

- **VoteCal System** – A new VoteCal System (database and applications) will be implemented to serve as the single, official statewide database of voter registration information. Additions or changes to voter registration (VR) records will be captured as they are entered by county election workers. The VoteCal database application will possess functionality for assigning unique identifiers, detecting duplicate VR records and detecting other types of validation errors. The database will have a user interface for SOS staff to configure and manage the application. The database will be architected and implemented for security appropriate to the sensitivity and

privacy of the data. The database will provide complete logging and auditing capabilities, so that all changes to database content are recorded and traceable to the user or function that made the change.

- **Interfaces to External State Agencies** – The VoteCal database will be connected to external state organizations, including the California Department of Motor Vehicles (DMV), the California Department of Public Health (CDPH), the California Department of Corrections and Rehabilitation (CDCR), and the Employment Development Department (EDD) for National Change of Address (NCOA) for voter registration identification and list maintenance purposes. These interfaces will be on-line or batch depending on the business function. The DMV (and through the DMV, the Social Security Administration [SSA]) interface for identification verification has been implemented using XML/SOAP; SOS expects the SI vendor to use the existing DMV interface.

  The CDPH, CDCR, DMV, National Voter Registration Act (NVRA), and NCOA interfaces have been implemented to input batch files provided by the external agencies. These interfaces may be replaced with interactive solutions if the contractor assumes responsibility for all changes at both sides of the interface.

- **Modification to Existing County EMS or VR Systems** – County workers will continue to perform most routine data entry and update functions for the processing of voter registration. The existing EMSs will either be remediated or replaced to ensure that county users interact directly with VoteCal for all additions and updates to VR information. Updates to VR information may make use of the remediated screens in the county systems, but record updates will be applied directly to the VoteCal database. This will create an information flow wherein any change (i.e., add, change, or deletion) to VR information will be applied directly to the VoteCal database.

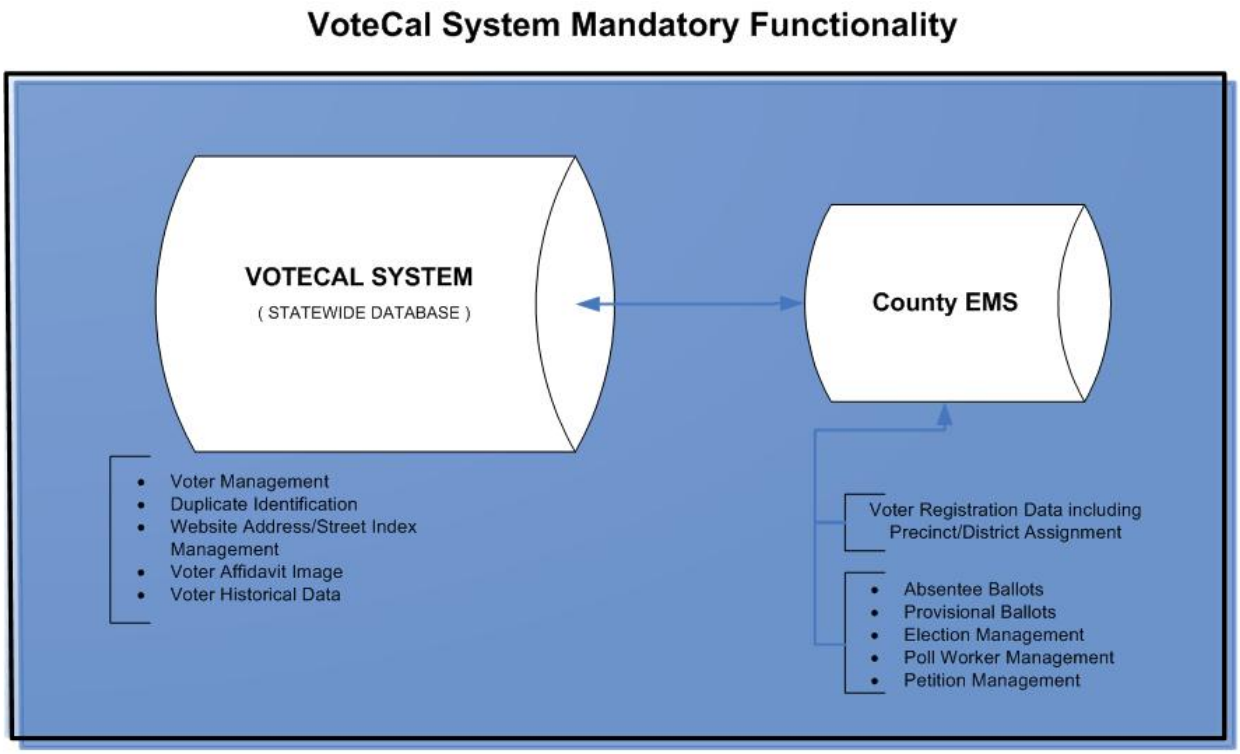
  Downstream systems (e.g., EMS) will obtain VR information from the VoteCal system as the exclusive source. County systems that require VR information to be stored locally to operate will be remediated to ensure that all VR information is derived from VoteCal.

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

Figure IV.1 illustrates the SOS VoteCal Scope. The complete system will be designed and implemented to ensure a high level of availability, and the ability to handle anticipated workloads during periods of peak system usage. It is intended that the future business process will be largely similar to the current business processes. County users will need to adapt business processes to use common data definitions and code tables established by the State for VR information. County business processes will also be adapted to deal with exceptions that result from changes to VR information that are initiated within the VoteCal database (e.g., assignment of unique number, detection of ineligible voter).

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

Figure IV.1 – Diagram of VoteCal Project Mandatory Functions



C. VOTECAL PROJECT GOALS AND OBJECTIVES

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

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

The new VoteCal system will enable California to comply with HAVA general system requirements. In addition, vendors will be required to modify their EMS and county elections officials will modify their business processes in order to support this new system and comply with federal HAVA mandates.

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

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

D. BUSINESS BENEFITS

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

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

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

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

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

are not removed in error. List maintenance activities are to be conducted in accordance with HAVA provisions.

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

E. PROPOSED VOTECAL SYSTEM FUNCTIONALITY AND CONSTRAINTS

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

1. Summary

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

2. County Systems

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

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

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

3. EMS Support

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

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

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

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

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

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

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

4. VoteCal System Processing and Functionality

(a) Unique Identifier (UID)

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

Before either a DL/ID or SSN4 may be used in the UID, those numbers will be checked against the DMV and/or the SSA ID validation system. This is an existing system, providing a real-time interactive interface based upon XML. All business rules for matching against the DMV and SSA records are implemented in the DMV/SSA validation system. VoteCal will generate a properly formatted query to the DMV/SSA validation system for each new or updated voter registration. VoteCal will accept and appropriately assign the UID based upon

the response from DMV/SSA, which will indicate whether a voter-provided or found DL/ID or voter-provided SSN4 is to be used in the UID or that VoteCal must generate a UID if neither the CDL/ID nor SSN4 is available.

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

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

(b) Voter Identity Matching

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

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

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

- For each data value (e.g., first name, date of birth, address), SOS administrators will have the ability to specify one or more matching criteria; e.g., first four characters match, all characters match exactly, all characters match exactly with one pair of characters transposed, etc.

- 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 VoteCal. The registration record will be sent as an interactive transaction record from an EMS.

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

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

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

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

(d) Confidential Records

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

(e) External Interfaces

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

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

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

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

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

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

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

(f) VoteCal List Maintenance

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

VoteCal will provide the ability to search for duplicate voter registration records within the VoteCal 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. VoteCal will send a list of registrations in each county that meet the match threshold to the county with the earlier registration date for each match so that the county may view the match and match confidence level. The county will have the ability to process the list so that each match is either accepted or rejected. If a match is accepted, the records will be merged into the record with the latest registration date (although if the record with the earlier registration data contains voting activity after the later registration date, the match will be suspended and both counties' EMSs notified).

(g) Department of Motor Vehicles

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

(h) Public Website

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

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

(i) Images

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

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

5. VoteCal Implementation Services and Technical and Support Considerations

(a) Continuity of Operations (COOP)/ Availability

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

(b) Security

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

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

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

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

(c) Usability

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

(d) Implementation and Training

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

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

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

(e) Maintenance and Operations

SOS intends that the completed system ultimately be operated and maintained by State personnel. All hardware and all licenses are to be the property of the State upon acceptance without the need for the state to buy new licenses.

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

(f) Ongoing Software Support

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

(g) Data Center

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

(h) Code Ownership and Source Code Disclosure

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

(i) Hardware and Third-Party Software Ownership

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

(j) Third-Party Software Currency and Maintenance

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

(k) Network Environment

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

(l) Backup/Recovery

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

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

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

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

(m) Archiving/Purging

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

(n) Audit Logs

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

(o) 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. <u>County Support</u>

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

Further, counties will be required to upload the audit records from their EMS for all changes to the registration data that occurred within that system on an ongoing basis. If necessary, EMS systems will be required to enhance their audit functionality so that every change to every voter

registration record, including when the change occurred, the exact change made, and the person or EMS component that made the change, is captured in that audit record. VoteCal will provide a mechanism to consolidate, store, review, archive and purge these audit files.

7. Public Voter Registration Data Requests

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

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

SECTION V - ADMINISTRATIVE REQUIREMENTS

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

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

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

A. GENERAL ADMINISTRATIVE REQUIREMENTS

1. Request for Additional Information Notice

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

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

2. Prime Contractor Responsibility

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

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

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

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

3. Contractor Representation

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

4. Notice to Subcontractors (If applicable)

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

5. Contractor Owned Software

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

6. Third Party Licensing

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

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

Contractor shall hold all licenses until completion of Phase VII – First Year Operations and Closeout. After the completion of Phase VII and approval by DGS of licenses, the licenses shall automatically pass to the State consistent with the Agreement and the State's Information Technology Third-Party COTS General Provisions. In the event that Contractor fails to perform on the contract, Contractor shall immediately grant all software licenses to the State upon request by the State.

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

7. Confidentiality Statement (Mandatory for Pre-qualification and Final Proposal) – *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.

In addition to the contractor submitting this form for the firm with the Pre-qualification Package and Final Proposal, the Contractor will be required, prior to starting the project, to submit a signed confidentiality statement from every staff member.

Requirement A1 For both Pre-qualification Package and Final Proposal, Bidder must provide a signed Exhibit V.1 - Confidentiality Statement.

8. General Liability Insurance Certificate (Mandatory for Pre-qualification and Final Proposal) – *Pass/Fail*

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

The certification of insurance must include the following provisions:

§ The insurer will not cancel the insured's coverage without 30 days prior written notice to the State;

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

Requirement A2 For both Pre-qualification Package and Final Proposal Bidder agrees to provide a certificate of insurance within thirty (30) days of contract signing, and at any time the State may request stating that there is liability insurance presently in effect for the Bidder of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined. If the policy has an aggregate limit, that limit shall apply on a "per project or location" basis. The certification of insurance must include the following provisions:

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

9. Workers Compensation Liability Insurance Certificate (Mandatory for Pre-qualification and Final Proposal) – *Pass/Fail*

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

Requirement A3 For both Pre-qualification Package and Final Proposal Bidder must

provide a proof of a valid Worker's Compensation Insurance Policy and completed Exhibit V.3

10. Professional Liability/Errors & Omissions Insurance (Mandatory for Pre-qualification and Final Proposal) – *Pass/Fail*

The Bidder must furnish to the State a certificate of insurance stating that there is Professional Liability/Errors & Omissions Insurance covering the Bidder with a limit of no less than $1,000,000 each claim, and $3,000,000 annual aggregate.

Requirement A4 **For both Pre-qualification Package and Final Proposal the Bidder agrees to furnish to the State a certificate of insurance within thirty (30) days of contract signing, and at any time the State may request stating that there is Professional Liability/Errors & Omissions Insurance covering the Bidder with a limit of no less than $1,000,000 each claim, and $3,000,000 annual aggregate.**

11. Commercial Automobile Liability Insurance (Mandatory for Pre-qualification and Final Proposal) – *Pass/Fail*

The Bidder must furnish to the State a certificate of Commercial Automobile Liability Insurance stating that there is Commercial Automobile Liability Insurance covering the Bidder with a limit of no less than $1,000,000 each accident covering all owned, hired and non-owned autos. The policy shall include an endorsement naming the State of California, Department of General Services and Secretary of State, their officers, agents and employees as additional insureds.

Requirement A5 **For both Pre-qualification and Final Proposal the Bidder must furnish to the State a certificate of Commercial Automobile Liability Insurance stating that there is Commercial Automobile Liability Insurance covering the Bidder with a limit of no less than $1,000,000 each accident covering all owned, hired and non-owned autos. The policy shall include an endorsement naming the State of California, Department of General Services and Secretary of State, their officers, agents and employees as additional insureds.**

12. Subcontractor List (Mandatory for Pre-qualification and Final Proposal) – *Pass/Fail*

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

Commercially Useful Function

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

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

- Is responsible for the execution of a distinct element of work of the contract.
- Carries out its obligations by actually performing, managing or supervising the work involved.
- Performs work that is normal for its business, service, and function.

§ Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

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

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

13. Letter of Credit Intent (Mandatory for Pre-qualification and Final Proposal) – *Pass/Fail*

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

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

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

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

14. Bidder Feedback Process

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

Any feedback submitted by a bidder will first be evaluated to determine if the initial intent of the requirement(s) is maintained. If there is no change in requirement intent, and the SOS agrees that the feedback further clarifies the requirement, the requirement may be modified based on bidder feedback. If it is determined that the bidder's feedback suggests a change to the initial intent of the requirement(s), the SOS will review the feedback to determine if incorporating the feedback would be in the best interest of the State while remaining solution independent. During their review, the SOS may utilize an independent verification and validation consultant and/or additional subject matter experts to ensure the revised intent is clearly understood,

solution independent, and aligns with project goals. Bidder feedback that is incorporated into the RFP requirements, in whole or in part, will be amended to this RFP according to Section II.C.5.c - Addenda.

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

B. Bidder Pre-Qualification (Mandatory)

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

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

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

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

1. Pre-Qualification Package General Format

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

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

TAB – 1

a) Signed Confidentiality Statement (Mandatory) (Requirement A1)
b) General Liability Insurance Certificate (Mandatory) (Requirement A2)
c) Workers Compensation Liability Insurance Certificate (Mandatory) (Requirement A3)
d) Professional Liability/Error & Omissions Insurance (Mandatory) (Requirement A4)
e) Commercial Automobile Liability Insurance (Mandatory) (Requirement A5)
f) Letter of Credit Intent (Mandatory) (Requirement A7)

TAB – 2

a) Financial Capacity/Responsibility (Mandatory) (Requirement A8)
b) Bidder Qualifications and References (Mandatory) (Requirement A9)
c) Bidder Qualifications and References (Desirable) (Requirement A10)
d) Subcontractor List (Mandatory) (Requirement A6)
e) Proposed Staff Experience (Mandatory) (Requirement A11)

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

1. Project Manager
2. Business Lead

3. Technical Lead
4. Development Lead
5. Testing Lead
6. Data Integration Lead

f) Proposed Staff Experience (Desirable) (Requirement A12)
A12 is demonstrated by completing Exhibit V.6 - Staffing Experience Matrix and Exhibit V.7 – Staff Resume for the six roles listed for Requirement A11.

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

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

2. Pre-Qualified Bidders Scoring Approach

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

Table V - 1. Pre-Qualification Scoring Summary

Evaluation Criteria	RFP Section Reference	Maximum Points
Administrative Requirements a) Signed Confidentiality Statements (Requirement A1) b) General Liability Insurance Certificate (Requirement A2) c) Workers Compensation Liability Insurance Certificate (Requirement A3) d) Professional Liability/Error & Omissions Insurance (Requirement A4) e) Commercial Automobile Liability Insurance (Requirement A5) f) 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**

Evaluation Criteria	RFP Section Reference	Maximum Points
Bidder Qualifications and References (Desirable) **See Section IX.E.8 for scoring criteria**	**V.B.3.C**	**700**
Staff Qualification Requirements (Mandatory) **See Section IX.E.9 for scoring criteria**	**V.B.3.D**	**Pass/Fail**
Staff Qualification Requirements (Desirable) **See Section IX.E.9 for scoring criteria**	**V.B.3.E**	**800**
Maximum Pre-Qualification Score		**3800**

3. Pre-Qualification Administrative Requirements

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

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

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

The Bidder must provide:

i. audited financial statements or SEC 10K filings (including a balance sheet) that support average annual gross revenue of $100,000,000 or more for each of the company's last three fiscal years or a letter from an established surety company stating their willingness to issue a Letter of Bondability for $55,000,000.

ii. information regarding any judgments, arbitrations, or ongoing litigation of a material nature that is not addressed in the audited financial statements that may otherwise impact the firm's going concern.

iii. information to demonstrate an ability to sustain six months of expenses on this project without payment from the State during the first six months of this project. This would include a detailed statement/analysis from the Bidder identifying estimated costs for the first six months of work and evidence of sufficient capital resources to meet those costs without State payment. This analysis should include the cost of any financial instruments (e.g. Letter of Credit for project), and the estimated cost for all planned staffing, including anticipated new staffing, travel expenses, facility acquisition, etc., as well as any other expenses anticipated to be incurred during the first six months of work. If the analysis includes a line of credit, then attach a letter from a banking official attesting to that credit line and the credit-worthiness of the firm.

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

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

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

Requirement A8 Bidder shall submit:

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

B. Bidder Qualifications Requirements (Mandatory) – 2300 Points

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

Mandatory qualification criteria:

a. All references must be for projects successfully 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 similar scope provided in Section VI - Project Management, Business and Technical Requirements,

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

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

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

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

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

C. Bidder Qualifications Requirements (Desirable) – 700 Points

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

The Bidder must submit a complete description of the referenced project using Exhibit V.5: Bidder Qualifications & References. This form must be signed by the referenced organization or company individual or designee. The Bidder or qualifying subcontractor must have been the prime contractor for the referenced project. A subcontractor's reference can be used if the subcontractor was the prime contractor for the referenced contract and the subcontractor will perform at least 25 percent (25%) of the proposed implementation work effort by total staff resource hours applied as indicated on Exhibit V.2 - Subcontractor List.

Desirable Bidder qualification requirements:

a. Project must have been completed within the past eight (8) years.

[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.

b. Reference must be for successfully completed voter registration system implementation with similar scope provided in Section VI – Project Management, Business and Technical Requirements with bottom-up approach (county elections officials' staff retaining use of their existing election management systems).

c. Reference must be for an implementation where the total records integrated was at least 10,000,000.

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

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

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

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

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

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

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

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

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

services proposed for the proposed candidate's role. When required, a copy of the Project Manager certification(s) must be included. See Exhibit V.6 for instructions.

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

a) Project Manager (PM) - The PM will be responsible for managing all Bidder resources and activities relating to the completion of the deliverables outlined in the contract. The PM must have:

- **60 months experience with managing complex IT system implementation projects that have one-time total costs of $20 million or more and that include many stakeholders and multiple external system interfaces. (PM.1)**
- **60 months experience managing projects utilizing Project Management Institute (PMI®) methodologies or similar professional project management methodologies. (PM.2)**
- **36 months experience planning complete life-cycles of phased IT system implementation projects. (PM.3)**
- **Copy of current Project Management Professional (PMP) or higher-level certification from the PMI®, or equivalent project management credential that is accredited under ISO/IEC 17024.(PM.4)**

b) Business Lead (BL) - The BL will be responsible for serving as an expert in the voter registration functional areas of the Bidder's proposed solution. This resource will be responsible for leading and gathering information in all voter registration discussions and sessions. This resource should assist with compiling responses for the Bidder's deliverables for this area. The BL must have:

- **36 months Experience performing voter registration business process analysis on complex IT system implementation projects that include many stakeholders with multiple external system interfaces. (BL.1)**
- **36 months Experience with collaborative business process assessment, analysis, writing, and re-engineering methods and strategies including business flow diagramming. (BL.2)**
- **24 months Experience communicating, both verbally and written, business process information including presenting ideas/recommendations to stakeholders. (BL.3)**

c) Technical Lead (TL) - The TL will be responsible for defining and designing all necessary physical and logical technical architectures for the Bidder's proposed system. This resource will be responsible for participating and gathering information in all technical architecture discussions and sessions. This resource should assist with compiling responses for the Bidder's deliverables for this area. The TL must have:

- **60 months Experience architecting complex integrated IT systems that include multiple business disciplines with multiple external system interfaces and process at least 5 million transactions annually. (TL.1)**
- **60 months Experience implementing roles-based security. (TL.2)**
- **36 months Experience architecting a system(s) that uses a Wide Area Network (WAN). (TL.3)**
- **60 months Experience facilitating knowledge transfer and transition management regarding technical architectures. (TL.4)**

d) <u>Data Integration Lead (DIL)</u> - The DIL will be responsible to ensure the proposed system data structure supports the proposed solution to meet the RFP requirements. This resource will be responsible for participating and gathering information in all data architecture and data integration related discussions and sessions. This resource should lead development of Bidder's deliverables related to Data Integration. The DIL must have:

- **60 months Experience setting data policy and recommending technical solutions for the management, storage, access, navigation, movement, and transformation of data on projects from five or more geographically distinct sources. (DIL.1)**
- **60 months Experience specifying DBMS and ETL tools and technologies for structured and unstructured content. (DIL.2)**
- **24 months Experience creating and maintaining metadata repositories. (DIL.3)**
- **36 months Experience creating and maintaining enterprise schema. (DIL.4)**
- **60 months Experience enforcing principles of good canonical (normalized) data design. (DIL.5)**

e) <u>Development Lead (DL)</u> – The Development Lead (DL) will be responsible for all development activities for the Bidder's proposed system. The DL will be responsible for leading and completing development and ensuring that the application supports the Section VI – Project Management, Business and Technical Requirements. The DL must have:

- **60 months Experience managing the development effort of complex IT system implementation projects that have one-time total costs of $25 million or more. (DL.1)**
- **60 months Experience in completing development activities in the specific technologies included in the Bidder's proposed system. (DL.2)**
- **24 months Experience in defining and managing software configuration management processes. (DL.3)**

f) <u>Testing Lead (TestL)</u> - The TestL will be responsible for all testing activities for the Bidder's proposed system. This resource will be responsible for leading and managing all aspects of testing and ensuring that the application supports Section VI – Project Management, Business and Technical Requirements.

- **60 months Experience managing the testing effort of a complex IT system implementation effort. (TestL.1)**
- **60 months Experience defining and implementing testing approaches and processes in multiple testing phases (TestL.2)**
- **24 months Experience in test planning and execution activities. (TestL.3)**
- **36 months Experience in implementing a defect management process. (TestL.4)**

E. <u>Proposed Staff Experience Requirements (Desirable) – 800 Points</u>

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

<u>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:</u>

a) Project Manager (PM)

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

b) Business Lead (BL)

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

c) Technical Lead (TL)

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

d) Data Integration Lead (DIL)

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

C. Draft and Final Proposal Administrative Requirements

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

1. Draft and Final Proposal Format

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

2. Draft and Final Proposal Scoring

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

3. Draft and Final Proposal Administrative Requirements

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

A. *Cover Letter (Mandatory)*

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

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

§ The original signature of the signer.

The cover letter must NOT contain any cost information.

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

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

B. *Executive Summary (Mandatory)*

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

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

The Executive Summary should also describe:

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

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

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

The Executive Summary must NOT include any cost information.

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

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

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

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

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

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

D. *Payee Data Record (Mandatory)*

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

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

E. Productive Use Requirements (Mandatory)

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

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

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

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

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

1. DVBE Participation - Mandatory

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

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

http://www.documents.dgs.ca.gov/pd/poliproc/DVBEPROGREQ103107.doc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table V.2 – DVBE Point Scale

DVBE POINT SCALE (See Section IX - Evaluation and Selection)	
Confirmed DVBE participation of:	DVBE Incentive:
5% or more	5% of $1,000 = 50
4% up to 4.99%	4% of 1,000 =40
3% up to 3.99%	3% of 1,000 = 30
2% up to 2.99%	2% of 1,000 = 20
1% up to 1.99%	1% of 1,000 = 10
Less than 1%	0% of 1,000 = 0

G. ***Small Business Preference (Mandatory)***

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

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

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

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

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

H. ***Irrevocable Letter of Credit (Mandatory)***

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

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

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

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

I. Bidder Qualifications and References (Mandatory)

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

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

J. Bidder Qualifications and References (Desirable)

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

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

K. Proposed Staff Qualification Requirements (Mandatory)

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

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

a) Project Manager (PM) - The PM will be responsible for managing all Bidder resources and activities relating to the completion of the deliverables outlined in the contract. The PM must have:

- **60 months experience with managing complex IT system implementation projects that have one-time total costs of $20 million or more and that include many stakeholders and multiple external system interfaces. (PM.1)**
- **60 months experience managing projects utilizing Project Management Institute (PMI®) methodologies or similar professional project management methodologies. (PM.2)**
- **36 months experience planning complete life-cycles of phased IT system implementation projects. (PM.3)**
- **Project Management Professional (PMP) or higher-level certification from the PMI®, or equivalent project management credential that is accredited under ISO/IEC 17024.(PM.4)**

b) Business Lead (BL) - The BL will be responsible for serving as an expert in the voter registration functional areas of the Bidder's proposed solution. This resource will be responsible for leading and gathering information in all voter registration discussions and sessions. This resource should assist with

compiling responses for the Bidder's deliverables for this area. The BL must have:

- **36 months Experience performing voter registration business process analysis on complex IT system implementation projects that include many stakeholders with multiple external system interfaces. (BL.1)**
- **36 months Experience with collaborative business process assessment, analysis, writing, and re-engineering methods and strategies including business flow diagramming. (BL.2)**
- **24 months Experience communicating, both verbally and written, business process information including presenting ideas/recommendations to stakeholders. (BL.3)**

c) <u>Technical Lead (TL)</u> - The TL will be responsible for defining and designing all necessary physical and logical technical architectures for the Bidder's proposed system. This resource will be responsible for participating and gathering information in all technical architecture discussions and sessions. This resource should assist with compiling responses for the Bidder's deliverables for this area. The TL must have:

- **60 months Experience architecting complex integrated IT systems that include multiple business disciplines with multiple external system interfaces and process at least 5 million transactions annually. (TL.1)**
- **60 months Experience implementing roles-based security. (TL.2)**
- **36 months Experience architecting a system(s) that uses a Wide Area Network (WAN). (TL.3)**
- **60 months Experience facilitating knowledge transfer and transition management regarding technical architectures. (TL.4)**

d) <u>Data Integration Lead (DIL)</u> - The DIL will be responsible to ensure the proposed system data structure supports the proposed solution to meet the RFP requirements. This resource will be responsible for participating and gathering information in all data architecture and data integration related discussions and sessions. This resource should lead development of Bidder's deliverables related to Data Integration. The DIL must have:

- **60 months Experience setting data policy and recommending technical solutions for the management, storage, access, navigation, movement, and transformation of data on projects from five or more geographically distinct sources. (DIL.1)**
- **60 months Experience specifying DBMS and ETL tools and technologies for structured and unstructured content. (DIL.2)**
- **24 months Experience creating and maintaining metadata repositories. (DIL.3)**
- **36 months Experience creating and maintaining enterprise schema. (DIL.4)**
- **60 months Experience enforcing principles of good canonical (normalized) data design. (DIL.5)**

e) <u>Development Lead (DL)</u> – The Development Lead (DL) will be responsible for all development activities for the Bidder's proposed system. The DL will be responsible for leading and completing development and ensuring that the

application supports the Section VI – Project Management, Business and Technical Requirements. The DL must have:

- **60 months Experience managing the development effort of complex IT system implementation projects that have one-time total costs of $25 million or more. (DL.1)**
- **60 months Experience in completing development activities in the specific technologies included in the Bidder's proposed system. (DL.2)**
- **24 months Experience in defining and managing software configuration management processes. (DL.3)**

f) Testing Lead (TestL) - The TestL will be responsible for all testing activities for the Bidder's proposed system. This resource will be responsible for leading and managing all aspects of testing and ensuring that the application support the Section VI – Project Management, Business and Technical Requirements.

- **60 months Experience managing the testing effort of a complex IT system implementation effort. (TestL.1)**
- **60 months Experience defining and implementing testing approaches and processes in multiple testing phases (TestL.2)**
- **24 months Experience in test planning and execution activities. (TestL.3)**
- **36 months Experience in implementing a defect management process. (TestL.4)**

L. Proposed Staff Experience Requirements (Desirable)

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

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

a) Project Manager (PM)

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

b) Business Lead (BL)

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

c) Technical Lead (TL)

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

d) Data Integration Lead (DIL)

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

M. Project Organization (Mandatory)

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

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

Bidders must state whether or not any additional staffing is to be used in addition to the six key staff roles. If additional staff are proposed, Bidders should include in their narrative a description of the additional staffing that the Bidder anticipates will be needed to perform tasks to implement the proposed solution. The additional staffing description must include roles/responsibilities, functional activities, and reporting structure. If no additional staff are proposed, Bidders must include a description of why no additional staffing is needed.

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

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

- **Identification of all proposed bidder staff from Exhibit V.6 – Staffing Experience Matrix,**
- **Identification of additional essential Bidder project personnel, including subcontractor staff, with a summary of skill sets for additional positions and of anticipated responsibilities for those positions,**
- **Detailed description of the methodology used to estimate the resource efforts applied to the work plan.**

- **Identification and description of teaming relationships with State personnel. (Details regarding the State's existing project staff have been provided in Section III of this RFP),**
- **A diagram of the proposed project staffing structure and reporting/governance structure. The diagram should show the key Bidder, subcontractor (if applicable), and corresponding State staffing. Refer to RFP Section III for existing project structure, and**
- **Narrative description of distribution of roles and responsibilities for the lifecycle of the project, for at least the following areas:**
    - **Management and maintenance of the integrated project schedule**
    - **Management of risks, issues, and scope (change control)**
    - **Design documentation preparation**
    - **Software configuration management and version control**
    - **Quality assurance for deliverables**
    - **Deployment and cutover management**
    - **Requirements management**
    - **Training for end users and SOS Elections and IT staff**
    - **Communications with SOS and other stakeholders**
    - **All other office and administrative support required to perform project activities.**

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

EXHIBIT V.1 CONFIDENTIALITY STATEMENT

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

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

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

_____ _____
(Signature of representative) (Date)

_____
(Typed name of representative)

_____
(Typed name of company)

EXHIBIT V.2 SUBCONTRACTOR LIST

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

Exhibit V.2: Subcontractor List		
A – Subcontractor Information		
Company Name:		
Primary Contact Name	Primary Contact Title	Phone
Address	City, State	Zip
Subcontractor's proposed implementation work effort by total staff resource hours applied (check only one box):		
o 25% or more	o Between 25% and 10%	o 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)		
C – Proposal Amount (Yes response required for one of C1, C2, or C3)		

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

EXHIBIT V.3 WORKERS' COMPENSATION INSURANCE CERTIFICATION

The undersigned in submitting this document hereby certifies the following:

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

Signature	**Date**
Name and Title (Print or Type)	**Street Address**
Firm Name	**City, State, and ZIP**

October 29, 2010

Exhibit V.4 Small Business Preference

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

☐ I am a certified small business and ***Small Business Preference*** is applicable to this proposal. A copy of my certification from the Office of Small Business and DVBE Certification is attached.

☐ I have recently filed for Small Business Preference but have not yet received certification. *(Note: It is the Bidder's responsibility to ensure that applicable Small Business Certifications are completed by Notice of Intent to Award.)*

☐ I have read the section on Small Business Preference, and declare that I am ***Not*** a certified Small Business and am ***Not*** claiming the ***Small Business Preference.***

☐ I am ***Not*** a certified Small Business but I am using a small and/or micro-business as a subcontractor***.***

Bidder's Authorized Signature Date

Printed Name and Title

Name of Bidder's Firm

Exhibit V.5 Bidder Qualifications & References

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

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

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

Exhibit V.6 Staffing Experience Matrix and Instructions

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

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

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

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

A sample is provided below:

Contractor Name: *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)*	x *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* x *Experience managing projects utilizing PMI® methodologies or similar professional project management methodologies. (PM.2)- Mandatory* x *Experience planning complete life-cycles of phased IT system implementation projects. (PM.3)-Mandatory* o *Experience managing complex IT system implementation projects for the State of California. (PM.5)-Desirable* o *Experience managing IT implementation projects that involve both local government and state government entities as stakeholders. (PM.6)-Desirable*	*20*
	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**	**Duration (in months)**
	o *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* o *Experience managing projects utilizing Project Management Institute (PMI®) methodologies or similar professional project management methodologies. (PM.2)-Mandatory* o *Experience planning complete life-cycles of phased IT system implementation projects. (PM.3)-Mandatory* o *Experience managing complex IT system implementation projects for the State of California. (PM.5)-Desirable* o *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**	**Duration (in months)**
	o *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* o *Experience with collaborative business process assessment, analysis, writing, and re-engineering methods and strategies including business flow diagramming. (BL.2)-Mandatory* o *Experience communicating, both verbally and written, business process information including presenting ideas/recommendations to stakeholders. (BL.3)-Mandatory* o *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**	**Duration (in months)**
	o *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* o *Experience implementing roles-based security.(TL.2)-Mandatory* o *Experience architecting a system(s) that uses a Wide Area Network (WAN).(TL.3)-Mandatory* o *Experience facilitating knowledge transfer and transition management regarding technical architectures.(TL.4)-Mandatory* o *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**	**Duration (in months)**
	o *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* o *Experience specifying DBMS and ETL tools and technologies for structured and unstructured content.(DIL.2) -Mandatory* o *Experience creating and maintaining metadata repositories. (DIL.3) -Mandatory* o *Experience creating and maintaining enterprise schema. (DIL.4) -Mandatory* o *Experience enforcing principles of good canonical (normalized) data design.(DIL.5) -Mandatory* o *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* o *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**	**Duration (in months)**
	o *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* o *Experience in completing development activities in the specific technologies included in the Bidder's proposed system. (DL.2) - Mandatory* o *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**	**Duration (in months)**
	o *Experience managing the testing effort of a complex IT system implementation effort. (TestL.1)-Mandatory* o *Experience defining and implementing testing approaches and processes in multiple testing phases, (TestL.2) - Mandatory* o *Experience in test planning and execution activities. (TestL.3) -Mandatory* o *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 Proposed Key Project Team members; employment history should start with the most recent employment. Add additional pages as necessary.

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

Bidder Proposed Staff Name: **Proposed Role:**		
Brief description of the activity, job duties, and the professional expertise applied:		
Employment History		
Organization Name:		Title and Role:
Reference Contact Name & Title:		Contact Telephone #:
Years of Employment:	From:	To:
Brief description of Job Duties:		

Bidder Proposed Staff Name: **Proposed Role:**		
Employment History		
Organization Name:		Title and Role:
Reference Contact Name & Title:		Contact Telephone #:
Years of Employment:	From:	To:
Brief description of Job Duties:		

SECTION 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 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 of 2002 (HAVA) requirements. This is a solution-based procurement. It is important to understand that these requirements are intentionally written at a summary level of detail to facilitate an alternative 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"). SOS has identified the resultant performance criteria but the method of delivery or achievement is optional. 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, Business, and Technical Requirements Response Matrix (a list of requirement numbers and the page number in Bidder's Proposal where the response can be found).

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.

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 project is initiated, for each deliverable that is prepared for the project, a Deliverable Expectations Document (DED) will be prepared jointly by SOS and the Bidder and approved by the VoteCal Project Manager. Refer to Attachment 1 - Statement of Work, Exhibit 2 – VoteCal System Tasks and Deliverables and 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 should clearly identify the proposed role of SOS staff. Bidder should be guided by 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 Project Manager, two (2) Elections Program Leads, two (2) Information Technology Leads, 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 IV&V and 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 project schedule.

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).

Requirements in this section are all governed by the State Information Management Manual (SIMM). The VoteCal project is using SIMM 200 – the OCIO's prior project management methodology with regard to risk and issue management. SIMM 17 is used for all other project management activities.

In developing responses to Project Management Activities and Plans requirements, Bidders should 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 staff and a freeze on changes to or testing with county systems during the period beginning 60 days prior to and ending 30 days following a statewide or UDEL election.
- The SOS requires one-hundred and twenty (120) working days, at a minimum, following approval of the production environment, to setup the required production environment hardware.
- For interfaces with election management systems, each 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 the Pilot phase begins.

Requirement P1 The Bidder's Proposal must provide a draft Project Management Plan (PMP) that, when finalized, will become the controlling document for managing Bidder's work on VoteCal Statewide Voter Registration System (VoteCal) and must include activities related to this project for SOS staff as well as Bidder staff resources. 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. If Bidder is awarded the contract, he 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 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 (Deliverable Expectation Document – DED), review and approval processes, as well as definition of criteria and approach for project phase entry and exit and for system acceptance.

The PMP must conform to relevant SIMM 17, SIMM 200 and PMBOK standards.

Requirement P2 The Bidder's Proposal must describe their approach to schedule management as 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 PMP's 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. The updated Schedule Management Plan shall be submitted as part of the Project Management Plan deliverable for SOS review and approval within thirty (30) calendar days of contract award.

Along with narrative description of the schedule management approach, the Bidder must include a draft integrated project schedule that contains the tasks/activities of Bidder, SOS staff, EMSs and other SOS contractors that must occur in order to meet the requirements of the Statement of Work. The schedule must contain a list of planned tasks, milestones, estimated completion dates, resource assignments, and dependencies between tasks. The schedule 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), SOS review of deliverables (no less than five working days), and Bidder correction of deficiencies. The submitted schedule must include a preliminary GANTT chart. The updated integrated project schedule shall be submitted for SOS review and approval within ninety (90) calendar days of contract award.

Bidder's response to this requirement must conform to PMBOK and SIMM 200 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 Statement of Work #8 - 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 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 should also include discussion of integration with the SOS Quality Plan. The updated Quality Management Plan shall be submitted for SOS review and approval within thirty (30) calendar days of contract award.

The draft Quality Assurance 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 Proposal must describe their Software Version Control and System Configuration Management methods to be employed during this 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. A formal 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.

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

The draft 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 Proposal must include 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 project. All business functional and technical requirements in this RFP must be traceable to the Test Plan (Requirement P9) 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 discussion must include description of intended approach to ensuring forward and backward traceability, including but not limited to traceability between the following:

- Requirements from the Request for Proposal (RFP) and more detailed sources such as the System Requirements Specification (Deliverable II.1 in the Attachment 1 SOW Exhibit 2 – VoteCal System Tasks and Deliverables);
- Requirements in the System Requirements Specification (Deliverable II.1) to design elements in the Detailed System Design Specifications (Deliverable II.3)
- Design elements documented in the Detailed System Design Specifications (Deliverable II.3) and Unit Test Cases
- System Requirements Specification (Deliverable II.1) and System Test Cases

An updated Requirements Traceability Matrix shall be submitted to SOS for review and approval within thirty (30) calendar days of contract award.

The draft Requirements Traceability approach must conform to standards required by IEEE 1233-1998 and 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 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 phased cutover (if applicable). The response to this requirement must include explanation of the best practices or standards on which the approach is based. This plan will be finalized in Phase 3, in accordance with the DED for this deliverable and with the project schedule.

Requirement P7

The Bidder must provide a draft Organizational Change Management Plan, which outlines their 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. It is expected this strategy will address securing support and buy-in from the county users as well as SOS staff

The draft 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 this project and formally accepted by the Secretary of State's Office. Bidder may adopt any or all concepts from that plan as part of their response to this requirement.

2. Training

Requirement P8

SOS requires the Bidder to propose training for the SOS Elections Division and IT Division staff as well as county elections officials. 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 outside the Sacramento area, it is responsible for those facility expenses.

SOS expects the Bidder to provide training initially to all 19 SOS elections program staff and 10 IT staff assigned to the VoteCal Project. SOS does not anticipate that any single SOS training class will 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 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 not input directly to VoteCal.
- 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 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 as part of the solution, and also be delivered to SOS in electronic format.

3. Testing

Requirement P9

The Bidder must provide a draft Test Plan that includes a discussion of the proposed Test Methodology and a sample Test Defect Log. The actual 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.

Bidder must include a discussion of all levels of testing that will be performed, including stress testing, performance and load testing, and backup and recovery, and the training to be provided for the SOS testing staff. SOS intends to perform a test with pilot counties (counties to be determined – Bidders should assume a total of 1.5 million voter registration records for the pilot counties). This must be factored into the Bidder's activities, PMP, and Integrated Project Schedule.

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 reports, and 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 Manager when 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 Pilot and Deployment Phases and provide sufficient methodology and time to perform end-to-end testing after enhancements were made and before Deployment commences, and at least twice during Deployment at times mutually agreed upon by SOS and the Contractor.

NOTE: SOS has contracted with a vendor to provide User Acceptance Testing. Bidder shall resolve issues with UAT Manager before testing is considered accepted and signed-off by SOS. SOS has also contracted with an Independent Verification and Validation (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.

4. Data Integration

Requirement P10

The Bidder's 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 during the "pilot" phase 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 or the Bidder's Library for a discussion of the existing databases, Calvoter file structures, county upload file formats, and data volumes.

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 Sessions 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 should 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 should 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 should be a referenced project, completed within the past four (4) years, in which the Bidder used the described approach. If a referenced project is not available as demonstration of the viability of the approach, then Bidder must cite 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
  - 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
  - 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
  - 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
  - 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 maintenance expectations
  - 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 bug fixes.
- The necessary skills for staff who will be maintaining the system
- 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.
  - 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
  - The method of distribution for system components
- **Extensibility**: The degree to and manner in which the proposed architecture provides an extensible solution that meets the requirements of this RFP. 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
  - How extensibility will affect testing and debugging

The Bidder's response to this requirement should 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 the 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. The description of the architecture must also include physical environment requirements for the SOS (e.g., physical space, HVAC, etc.).

C. THE SOS MANAGEMENT ROLE

The successful Bidder will be required to work with the Independent Project Oversight Consultant (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, which 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. 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 will not perform programming, develop Contractor deliverables, or configure the system. These are tasks expected to be performed by the Contractor's implementation team. SOS will provide up to two (2) IT staff full time and three (3) voter registration/election business program staff half time.

4. An IPOC has been retained to support the VoteCal 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 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 Proposal, Project Plan, schedule, and Contractor's progress report.

D. BUSINESS FUNCTIONAL REQUIREMENTS

Bidders must propose a solution for the VoteCal System for which functionality is as outlined below:

All identified requirements for the core system and the interfaces with county EMSs are mandatory requirements and must be addressed in all bid responses. Final 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. This section contains the detailed business functional requirements that SOS requires of a proposed business solution to address the business processes described in Section IV. References to government code and California Code of Regulations (CCR) can be found in the Bidder's Library.

Bidders should remember that the SOS is expecting 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 the table provided in this section. 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 how each requirement is to be met.

The response shall comprise a narrative response for each requirement, consisting of:

- The Proposed Solution Description column: containing a detailed description, which includes how the Bidder's proposed solution meets the needs associated with the requirement.

- The Supporting Documentation 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 county EMSs.**	
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 the appropriate county whenever a voter record is 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 the county election management systems. The interface must be interactive where functions are so identified in the business requirements, such as voter registration look up and entry. Otherwise, the interface may be interactive, or batch or both as appropriate to the vendor'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
S2	**VOTER REGISTRATION: Registration Data**	**S2 requirements list the voter registration data elements that must be maintained in VoteCal in order to comply with HAVA 303 requiring that each state implement a "single, uniform, official, centralized, interactive computerized statewide voter registration list."**	
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.		
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		
S2.5	VoteCal must capture and store historic data on voter residence, mailing address and domicile county, including beginning and ending effective dates of those addresses.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.6	VoteCal must capture and store 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); • County; and • EMS voter ID NOTE: * indicates code must conform to USPS standards		
S2.7	VoteCal must 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").		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.8	VoteCal must capture and store 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.		
S2.11	VoteCal must capture and store a voter's date of birth.		
S2.12	VoteCal must capture and store the following voter registration data: • Telephone number (up to four different numbers, including type and extension, as separate fields or records); • Citizenship status; and • Email address.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.13	VoteCal must capture and store 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 for current codes for these fields.)		
S2.14	VoteCal must capture and store the voter's place of birth, both as free-form text and as user-defined codes. (Refer to Bidder's Library for current codes.)		
S2.15	VoteCal must capture and store a voter's language preference, based on codes that can be defined and modified by authorized SOS administrators. (Refer to Bidder's Library for current codes.)		
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 affiliation, 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 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 (DL/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.		
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.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
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.		
S2.22	VoteCal must capture, store and display voter registration affidavits for each voter. For each such affidavit, VoteCal must capture the following discrete data: • Affidavit number; • Execution date (from the affidavit); • Date the affidavit was received; and • Effective date of registration of 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.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
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.		
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 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)*		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S2.30a	All such voters must have a mailing address different from the residence address or domicile.		
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 (public safety officer).		
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) with the following information: • Category of qualification (e.g., uniformed services voter – domestic, uniformed services – overseas, non-military/civilian overseas voters); and • Date and method of registration (e.g., state VRC, federal VRC, Federal UOCAVA Registration/Vote-By-Mail application postcard).		
S2.34	VoteCal must capture and store in the voter registration record list maintenance notices sent to a voter (e.g., RCP, ARCP, 8(d)(2) notices, CAN, etc.).		

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.		
S3	**VOTER REGISTRATION: Registrant Search**	**S3 requirements cover voter registrant searches that will be executed by authorized SOS users directly via a VoteCal interface, by authorized county users through the county EMS, in order to research and resolve voter registration issues and list maintenance questions.**	
S3.1	VoteCal must allow an authorized user to query and locate an existing record in the system for update using a variety or combination of criteria, including: • 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 DL/ID #; • Full or partial Registration affidavit number; • Full or partial SSN4; and • Full or partial date of birth (DOB).		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S3.2	VoteCal must include all historical data in executed searches.		
S3.3	If VoteCal finds more than one person during the search, VoteCal must provide voter records that meet the search criteria and allow the user to select a person from the list to display applicable detail.		
S3.4	If a registrant search is likely 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. If a registrant search is likely 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 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. If a registrant search 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		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	of the number of records estimated to be returned and then hold execution until confirmed by the user.		
S4	**VOTER REGISTRATION: Registration Processing**	**All voter registration additions and updates from the county elections officials will be submitted via the county 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 county EMS, the EMS will present options (retrieved from a search of VoteCal data) in response to a user-initiated search as described in S3: Registrant Search, enable the county user to optionally select a "match" solely for the purpose of pre-populating the data in the new record. The county user will then make additions and changes to the data through the EMS, but the data will be submitted to VoteCal as a transaction for which a determination must be made, not an update to an existing record. If the user does not select a "match," the user will populate all required data fields for a new record.** **The process described in these requirements refers to the ID Verification process, which is described in more detail in S5: ID Verification. All records submitted to VoteCal will be submitted to the ID Verification process and a check for existing matching VoteCal records with the same UID.** **The requirements do not include actions the county user would perform within in the county EMS.**	
S4.1	In response to the search described in S3: Registrant Search, VoteCal must provide at least the following data for any high-confidence match and all potential matches that exceed the minimum matching threshold (see S9: Record Matching and Merging):		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	• Full voter name; • UID; • Date of birth; • DL/ID (if available); • SSN4 (if available); and • Residence address		
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 for currently known validation rules.)		
S4.3	VoteCal must check all accepted registration records using enabled validation rules. (See Bidder's Library 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 all registration records that were not rejected for critical severity data validation errors to the ID verification (IDV) process 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 validated CDL/ID/SSN4 for all submitted registration records 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 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 record with the submitted registration record, VoteCal must create a new record for the voter.		
S4.9	For all new and updated voter records where the voter registered by mail, 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). (See Bidder's Library for documentation of currently known business rules.)		
S4.10	Once a UID is assigned to a voter record, VoteCal must record:		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	• The basis for the assigned UID (CDL/ID, SSN4, auto generated); and, • Voter status, according to configurable business rules as shown in documentation available in the Bidder's Library.		
S4.11	For all voters receiving 'active' status by 11:59:59 pm in a given day, VoteCal must complete matching against known death records (as described in requirements in S10: CDPH Death Records, including all electronic notices), by no later than the beginning of the following business day.		
S4.12	For all voters receiving 'active' status by 11:59:59 pm in a given day, VoteCal must complete matching against known felon records (as described in S11: CDCR Felon Data, including all electronic notices) by no later than the beginning of the following business day.		
S4.13	For all voters receiving 'active' status by11:59:59 in a given day, VoteCal must complete matching against existing VoteCal records for possible duplicates (as described in S12: Duplicate Identification, including all electronic notices) by no later than the beginning 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 record submitted by a county EMS to VoteCal. The process validates either a CA driver's license number, identification card number or SSN4 through an interface involving data maintained by California's Department of Motor Vehicles.**	
S5.1	VoteCal must support the existing DMV ID verification (IDV) interface, which operates on a transactional basis. (Refer to the Bidders Library 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 or voter ID, VoteCal must automatically submit the voter data for validation from the DMV or the Social Security Administration through the IDV interface.		
S5.3	VoteCal must automatically assign the voter a unique ID (UID) based on the DL/ID if: • IDV verifies the provided DL/ID as an exact match, *or* • IDV identifies a DL/ID as a single exact match when no DL/ID was provided, or when a different DL/ID was provided.		
S5.4	If the UID that VoteCal would assign based on verified DL/ID has already been assigned to a different voter, VoteCal must generate a UID based on the SOS-approved algorithm		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	as described in requirement S5.9.		
S5.5	When VoteCal generates a UID based on the SOS-approved algorithm because the UID that would be based on CDL 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 or SSN4-based ID, and one of the involved counties changes a CDL 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- 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 county EMSs.		
S5.7	VoteCal must notify SOS authorized administrators if both counties have verified that two voter registration records with the same verified DL/ID are not the same voter.		
S5.8	VoteCal must automatically generate a unique ID (UID) for the voter based upon the SOS-approved algorithm (which is based on the SSN4) if: • The IDV verifies the SSN4 as a single		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	exact match or multiple exact match, and • The IDV does not identify a DL/ID as a single exact match when no DL/ID was provided.		
S5.9	VoteCal must automatically generate a unique ID (UID) for the voter based upon an SOS-approved algorithm, if the IDV is unable to either match the provided DL/ID or SSN4 or identify a single exact match to a DL/ID. (Refer to the Bidders Library for more detailed information on the SOS-approved algorithm.)		
S5.10	When VoteCal generates a UID that is not based on the DL/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 due to DMV/SSA verification system unavailability, the record must be saved with a generated UID. VoteCal must automatically retry an incomplete ID verification, and if a DL/ID or SSN4 is verified for the voter, VoteCal must: • Reassign an appropriate UID to the voter; and • Identify any potential pre-existing records for that voter and provide electronic		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	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: Change of Address (DMV)**	**California's current implementation of the National Voter Registration Act (NVRA, or 'motor voter') only allows for electronic processing of address changes for existing registered voters in-county moves. All other registration activity (e.g., new registrations and the remaining cross-county address changes) are currently completed on paper affidavits, which are mailed directly to the county for electronic processing.** **SOS expects VoteCal to support the existing DMV Change-of-Address (DMV COA) interface and processes, namely:** **Attempt to match the notices 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 DMV COA interface will need to be modified to accept digitized signature images as well.** **Although current law and processes do not permit electronic processing on new registrations or automatic re-registration across county lines, the VoteCal system must be extensible and easily adapted to provide such capability in the future.**	
S6.1	VoteCal must be able to receive voter registration address change data, including digitized signature images, from the DMV in accordance with the National Voter Registration Act (NVRA), EC §2102, EC §2107 and Vehicle Code §12950.5.		
S6.2	VoteCal must attempt to match DMV voter registration change of address (COA) transactions against existing voter		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	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 and represent within-county address changes, VoteCal must automatically: • Update the existing voter registration record with the new voter registration data received from DMV; • 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.		
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		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	• If the COA represents a within-county move, update the voter's registration record with the new address from the DMV COA transaction.		
S6.6	If a county determines that the potential match of DMV COA transaction against 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 voter 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.		
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 to send a voter registration card. (Note that VoteCal shall not retain the information as a record.)		
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 voter's notification of an**	

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
		address change. As a potential cost saving measure, VoteCal must provide the capability for SOS to alternately 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.		
S8	**VOTER REGISTRATION: EMS-VoteCal Synchrony Verification**	**S8 requirements pertain to capability for either an authorized county user or an authorized SOS user 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 of VoteCal 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.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
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.		
S9	**LIST MAINTENANCE: Record Matching and Merging**	**S9 requirements focus on the configuration of criteria for determining matches between records (either duplicate voter records, 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: Motor Voter and other List Maintenance requirements sets, the focus in S10 is distinctly the specification of the matching process and the merge and unmerge processes.**	
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., new registration matching, death record matching, 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		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	function.		
S9.2	VoteCal must allow SOS authorized administrators to establish one or more basis 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.		
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 • DL/ID#- exact match; First Name- with "Smartnames"; Last Name- with		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	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 & updated voter registration; • 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.		
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 (for death, felon, DMV		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	COA, duplicate records), VoteCal must exclude the following from matching and reporting results when same match criteria was 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.		
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.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
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.		
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,		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	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.		
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 current business rules is available in the Bidder's Library).		
S10.7	VoteCal must compare newly received CDPH death records against stored death records that were received from other sources, and when a match to an existing death record is identified, merge the duplicate records.		
S10.8	When counties cancel a voter's registration by reason of death from information received locally within the county, VoteCal must automatically add that information to the historic death records stored within VoteCal.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
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.		
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 voter status in accordance with business rules provided in the Bidder's Library. When CDCR 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 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		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	due to no longer being under CDCR jurisdiction (i.e., no longer incarcerated or on parole).		
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		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	voter's record.		
S11.7	When counties send data to indicate a voter's felony conviction and sentencing (based on information received locally within the county), VoteCal must automatically add that information to the current felon records stored within VoteCal.		
S11.8	VoteCal must compare newly received CDCR felon records against stored felon records that were received from other sources, and when a match to an existing felon record is identified, merge the duplicate records.		
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.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
S12	**LIST MAINTENANCE: Duplicate Identification**	**In accordance with Elections Code § 2193 and to be in compliance with HAVA 303 (a)(2)(B), VoteCal must have the capability to identify duplicate voter records and merge when appropriate 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.		
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. VoteCal must then automatically send an electronic notice to the county(s) whose voter records have been reassigned or merged with the newest registration record.		
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.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
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.		
S12.6	VoteCal must flag potential duplicate records that have been verified as not being duplicates so they are no longer reported as unresolved potential duplicates and are omitted as potential duplicates in subsequent duplicate checks.		
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.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
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 monthly basis. Currently, SOS contracts with the California Employment Development Department (EDD) for this service. 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.**	
S13.1	VoteCal must be capable of creating extracts of voter addresses for one or more counties for processing by an external service.		
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.		
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.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
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 CAN in accordance with EC §2225.		
S13.6	When a 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 a 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. The Secretary of State would then be in compliance with HAVA to ensure uniform list maintenance practices in addition to providing the state potential cost savings.**	
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. Once this data is exported to the EMS, the county retains the capability to: print rosters directly from their EMS; to provide a data extract to a third party for processing and mailing; or to import that data into an electronic poll book system. VoteCal must also provide the capability to extract voter data for generation of supplemental 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: Voter Participation History**	**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)).**	
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).		
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 from county EMSs. 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		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	residence if a voter is entitled to vote in that municipality, or if not, that the voter resides in the county's unincorporated area.		
S18.2	VoteCal must validate updates to precinct-district mapping against configurable data validation standards (documentation of current data validation standards is available in the Bidder's Library).		
S18.3	VoteCal must notify the county EMS and SOS administrators of "orphan" precincts or political districts (e.g., home precincts without required political district assignments).		
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 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;		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	• Reason for such changes (if applicable); and • Current state party contact information.		
S20	**SOS PROCESSES: Report of Registration (ROR)**	**The Report of Registration (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 Report of Registration will be extracted and compiled directly from the data within VoteCal.** **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 will need an interface for 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. Each of the ROR component reports must be produced by VoteCal for duplication and publication in substantially the same format as they are currently produced. Finally, VoteCal must provide an interface for each county's EMS to extract the 'official' ROR statistics reported for that county so that those statistics can be used in the configuration of voting and election management systems.**	
S20.1	VoteCal must provide authorized SOS Administrators the ability to view ROR completion status ('entry not completed',		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	'entry completed,' 'data extracted') for any county.		
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.		
S20.6	VoteCal must support calculation and production of the following summary statistics for ROR component reports (examples of the ROR components are provided in the		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	Bidder's Library): • 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		
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'.		
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		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	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 label (individual or household) was generated, indicating the date of the extract and whether SOS or the County EMS 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.		
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:		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	• 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; • Criteria used to select/exclude records for the extract; and • Filename(s) and number of records provided in the extract.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
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		
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; • 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		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	• Political district (such as Congressional District, State Assembly District, County Supervisorial District, etc.).		
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; • Date of registration; • Date of birth; • Place of Birth; • Registration status; and • Registration method.		
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:		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
	• 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.		
S22.6	In fulfillment of a PVRDR that requests inclusion of voter political district assignment for each voter, VoteCal must be able to produce a extract in multiple related tab-delimited text files that includes the following files/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.		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
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.		
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 Supervisory District, etc.).		

Req. #	Mandatory VoteCal System Business Requirement	Proposed Solution Description	Supporting Documentation Reference
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 the applicant (e.g., select every 39th record after record #17).		
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 support online voter registration and self-service lookup of registration status for elections for state or federal office.**	
S24.1	For privacy purposes, the VoteCal public website must require an individual accessing the website to provide sufficient personal identification 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 personal identification information must be configurable by an authorized administrator, such as: first name, date of birth, house number and zip code.		
S24.1	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 mail ballot voter; • Political party affiliation; and • His or her eligibility to vote in an upcoming election for state or federal office.		
S24.3	The VoteCal public website must support on-line voter registration pursuant to EC §2196.		

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. Bidders should remember that this is a "solution-based procurement," and that SOS is expecting Bidders to develop an appropriate solution to meet the business needs and these technical requirements.

The Bidder is required to respond to each business requirement listed in this section using the table provided in this section. 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 how the each requirement is to be met.

The response must comprise a narrative response for each requirement, consisting of:

- The Proposed Solution Description 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 Supporting Documentation 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.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 EMSs 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 EMSs must be implemented using XML; a removable converter must be used to communicate with non-XML partners.		
T3	**AVAILABILITY AND OPERATIONAL 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.		
T3.4	VoteCal must be designed so that no more than 2 hours of data is lost in the event of a system failure.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
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 vendor's expense and in compliance with appropriate state policies and procedures. Existing load on UPS is at 68%. If addition of VoteCal increases load beyond 70%, Bidder must propose augmentation to 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 two thousand (2000) concurrent end users (either through EMS or VoteCal), and must support two hundred (200) routine transactions (e.g., EMS data transmittal, VoteCal electronic notices, IDV process, VoteCal internal duplicate matching, and search and query transactions) per second while meeting all other performance requirements stated in this document.		
T4.2	VoteCal must support and maintain up to 60 concurrent report executions and/or extract requests, concurrent with the number of end users and transactions cited in the previous requirement, while meeting all other performance requirements stated in this document.		
T4.3	VoteCal must support forty (40) million voter records as implemented under this contract.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T4.4	VoteCal must be able to scale to one hundred (100) million 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.		
T4.7	VoteCal must provide the capacity to store an average of ten (10) pages of attached documents per voter.		
T4.8	VoteCal must be able to meet the performance requirement for returning query results.		
T4.9	VoteCal must be able to perform List Maintenance Record Matching, automatic cancellation of voter records, as well as, sending electronic notices to counties as appropriate for DHS Death Data and CDCR Felon Data within 24 hours of availability of external data files.		
T4.10	VoteCal must be able to perform List Maintenance Record Matching, automatic merging of voter records, as well as, sending electronic notices as appropriate to counties as appropriate for statewide Duplicate Identification within 24 hours from the start of scheduled processing.		
T4.11	VoteCal must be able to add and update to voter registration		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
	records including completing the IDV process (including verification against DMV data and check for existing record with same ID in VoteCal) and sending electronic notices as appropriate to counties within ten seconds.		
T4.12	VoteCal must be able to complete execution and return all results for queries needed to generate VoteCal reports within five minutes (see Bidder's Library for description of VoteCal reports).		
T4.13	VoteCal must be able to complete execution and return all results from a synchronization check between VoteCal and county EMS within five minutes for each one million records checked.		
T4.14	VoteCal must be able to process DMV COA data including automatic updates to voter records and sending electronic notices to counties as appropriate within 24 hours of the availability of DMV COA data.		
T4.15	VoteCal must be able to import data for NCOA processing and send required electronic notices to counties as appropriate within five minutes for each one million records.		
T4.16	VoteCal must be able to extract data for NCOA processing within five minutes for each one million records.		
T4.17	For searches utilizing the UID field, VoteCal must be able to complete execution and return all results within five seconds.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T4.18	For searches not utilizing the UID field, VoteCal must be able to complete execution and return results for the first one thousand records within 10 seconds.		
T4.19	VoteCal must be designed and tested so that network transit time for the average affidavit image is less than five seconds to any site. VoteCal must support this performance level for at least ten (10) image transactions per second from the ten (10) largest counties and from the SOS, and at least 0.5 image transactions per second for the remaining counties.		
T5	**PUBLIC INTERNET ACCESS**		
T5.1	VoteCal public web pages must adhere to SOS web publishing standards (current web publishing standards document is provided in the Bidder's Library).		
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 at the start of the design phase) development by the World Wide Web Consortium (W3C).		
T5.3	All web pages must accept application of the SOS Web Governance Style Guide a 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.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
T6	**NETWORK**		
T6.1	No VoteCal function except the public access website may be accessible over the Internet.		
T6.2	VoteCal must utilize the existing SOS network wide-area-network for connectivity between the central site, county nodes, and other interfaces. Bidder must propose and supply, at Bidder's own expense, any changes, hardware, software or configuration management components as part of the solution, and must support the additions at its own expense for the Maintenance and Operations period of the SOS VoteCal contract. (WAN and LAN network summaries can be found in the Bidder's Library.)		
T6.3	VoteCal must utilize the existing SOS local-area-network for connectivity between VoteCal components and the existing SOS infrastructure. Bidders must propose and supply any changes, hardware, software or configuration management components as part of the solution. (WAN and LAN network summaries can be found in the Bidder's Library.)		
T7	**AUDITING REQUIREMENTS**		
T7.1	VoteCal must log all system activity as defined in the project glossary. 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.		
T7.2	VoteCal must capture and store for all changes of data, the following information for audit and review, including:		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
	• 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.		
T8.2	VoteCal must log all system processing errors, which must capture all relevant information for each error, including: • Date/time; • User name;		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
	• 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 vendor 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.		
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 must not be more that 24 hours old.		

Req. #	Technical Requirement Text	Proposed Solution Description	Supporting Documentation Reference
	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 (Existing SOS monitoring tools can be found in the Bidder Library).		
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.		
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, Business, and Technical 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

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

1. **VoteCal System Schedule of Deliverable Payments**

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

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost
PHASE 0 - ONGOING PROCESS TASKS AND DELIVERABLES *These deliverables are ongoing throughout the VoteCal System development and implementation project and are subject to monthly payments from Phase I through Phase VI, billable upon SOS acceptance of the Written Monthly Project Status report, the content of which will be derived from content of all other ongoing deliverables listed in this section. Total of payments across all months (Phase I through Phase VI) will not exceed 0.9% of the total contract amount.*		
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	

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

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

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

PHASE VII – FIRST YEAR OPERATIONS AND CLOSEOUT		
The total of all deliverables in this phase is worth 5% of the total VoteCal System development and implementation cost.		
VII.1	Provide Monthly Operations Support and Performance Reports (Billable monthly)	2.500%

VII.2	VoteCal System Final Documentation	1.750%
VII.3	Final SOS System Acceptance Sign-Off	
VII.4	Ongoing Project Tasks	
VII.5	Complete Contract Implementation Close-Out	0.750%

C. COST TABLE INSTRUCTIONS

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

(1) A contract award will be made at the anticipated contract award date as described in Section I.F Key Action Dates.

(2) The term of this contract is for implementation plus one (1) year warranty concurrent with one (1) year of maintenance and operations. Additionally, SOS may execute five (5) one-year options for hardware maintenance and operations and one (1) five-year option for software support.

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

D. COST TABLES AND INSTRUCTIONS

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

COST TABLE VII.1 – VoteCal System Project Deliverables Cost

VOTECAL SYSTEM: DEVELOPMENT, IMPLEMENTATION AND 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 SOW, Appendix A, Attachment 1, Exhibit 4.

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

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

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

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

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

TABLE VII.2

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

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

Cost Table VII.3 – VoteCal System Software Support Costs

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

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

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

COST TABLE VII.3 – VoteCal System Software Support Costs

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

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

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

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

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

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

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

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

Use additional pages if necessary.

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

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

All products with zero costs are considered perpetual licenses.

Cost Table VII.5 – VoteCal System Cost Summary

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

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

COST TABLE VII.5 – VoteCal System Cost Summary

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

Cost Table VII.6 – Bidder Staff Hourly Rates

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

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

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

COST TABLE VII.6 - BIDDER STAFF HOURLY RATES

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

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

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

SECTION VIII - PROPOSAL FORMAT

A. INTRODUCTION

This section contains instructions and prescribes the Mandatory Proposal Format for the development and presentation of Bidder's RFP response. 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 8.5x11" paper (except charts, diagrams, etc., which may be foldouts). If foldouts are used, the folded size must fit within the 8.5x11" 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;
- 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 through A8 and A14 through A19, including Exhibits V.2, V.3, V.4,)

NOTE: The Letter of Credit Intent must have any reference to cost redacted.

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 (RFP Section V, Requirements P9, P10, P11, P12 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 RFP and the criteria to be used in evaluating proposals. The selection process 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, that 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).

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 and Section V), the SOS requires Draft Proposals to use 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 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. The evaluation of pre-qualification packages and Draft and Final Proposals will consist of the following steps.

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 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. Absence of required information may deem the proposal non-responsive and may be cause for rejection.

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

   All Administrative Requirements in RFP Section V 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, or Final).

   All proposals passing the Administrative Requirements Review will proceed to the Bid Evaluation and Scoring described in 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 IX.D.3 below and described in detail in IX.E.)

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 Section VI. Bidder and Staff Qualifications include mandatory and desirable requirements, described in Section V. 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 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 (See Section V.B).

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	V!.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 & Key Subcontractor Qualifications			
• Mandatory Bidder and Subcontractor Qualifications	2300	A9	V.B.3.B and V.C.3.1, Exhibit V.5
• Desirable Bidder and Key Subcontractor Qualifications	700	A10	V.B.3.C and V.C.3.J Exhibit V.5
Proposed Staff Qualifications			
Mandatory Staff Qualifications	Pass/Fail	A11	V.B.3.D and V.C.3.K, Exhibits V.6, V.7
Desirable Staff Qualifications	800	A12	V.B.3.E and V.C.3.L, 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
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.c.

After applying all preference points, the lowest cost bid 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 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 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 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.

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 SIMM 200 – the OCIO's prior project management methodology with regard to 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
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 resource commitments is high.
75%	Response meets at least 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. 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 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. 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 25% 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. Bidder's plan does not demonstrate a strong knowledge of managing a complex project such as VoteCal and indicates high risk.
0%	Response is less than 25% complete, or 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.

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 (i.e., PMBOK, SIMM 200, and SIMM 17)? • Does the Bidder describe their approach to developing Deliverable Expectation Documents (DED) and managing the development of	400

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
	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?	

P2	**Schedule Management and Project Schedule**
	• Does the Bidder describe its approach to schedule management and include the following elements which indicates the best project management practices of how the Bidder will handle schedule management:
	  • Is the schedule 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?
	  • Roles and responsibilities?
	  • Critical path monitoring?
	  • Identification and escalation of schedule issues?
	  • Status reporting?
	  • Contingency activities?
	  • Approach for integration with the master VoteCal schedule?
	  • Is the schedule management approach realistic given the complexity and scope of VoteCal?
	• Does the described approach to schedule management demonstrate familiarity with conducting schedule management activities that entail task-related interdependencies among multiple groups, stakeholders and resource types (i.e. state and Contractor staff)?
	• Does the described approach to schedule management ensure schedule
		500

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible

	accuracy, including schedule reviews, quality assurance and report generation processes?
	• Does the draft schedule (Gantt Chart) for the Bidder's activities include:
	  • 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?
	  • 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 vendor demonstrate previous engagements where this methodology produced successful Quality Management Planning?
	• Does the Bidder present a thorough, complete, and comprehensive approach for managing quality throughout all project phases, and address the following:
	  • Identification of quality policies and procedures?
	  • Activities to be conducted in providing a quality assurance review of all work products?
	  • Activities to be conducted in controlling quality of all work products?
	  • Roles and responsibilities for quality activities?
	  • Description of quality improvement process?
	  • Description of how quality will be monitored and measured by the vendor and verified by the SOS team, including the SOS' Quality Assurance Manager? Summary of proposed criteria for system acceptance and deliverable acceptance?
	  • 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 vendor demonstrate previous engagements where this methodology produced successful Configuration Management?
	• Does the Bidder present a thorough, complete, and comprehensive approach for managing software version control, system configuration management and document management in the following areas:
	  • Methods that will be used during this project to manage software version control and system configuration management?
	  • Tools that will be used to manage version control and configuration management?
	  • Document how new modifications or modules will be tracked?
	  • Include a discussion of how new modifications and/or modules
		500

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
	will be integrated and implemented? • Describe the process for updating documentation to ensure that system documentation keeps pace with the versioning of the products? • Describe deliverable versioning methods and tools? • Address how configuration will be exercised during periods of frequent changes? • 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 vendor demonstrate previous engagements where this methodology produced successful Requirements Traceability?	400
P6	**Implementation and Deployment Plan** • Does the 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 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 Plan allow for contingencies? • Does the 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 plan discuss how commonly occurring issues should be	400

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
	mitigated? • Does the 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 plan conform to ISO 9001:2008, or did the Bidder describe previous engagements where their methodology was successful?	
	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 of the VoteCal 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.

The Evaluation Team will evaluate the Bidder's response to the training requirements 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 resource commitments is high.
75%	Response meets at least 75% of the elements of the requirement and demonstrates good training processes but with weaknesses that are considered minimal and can be mitigated. 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 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. 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 25% 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. Bidder's plan does not demonstrate a strong knowledge of training for a complex project such as VoteCal and indicates high risk.
0%	Response is less than 25% complete, or 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.

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? • Does the Bidder agree to allow SOS to duplicate all materials and manuals?	300

c. CALCULATION OF THE SCORE FOR TRAINING PLAN

The score for the Bidder's Training Plan submitted in response to Requirement P8 will be directly calculated based on the percentage of points earned. For example, a Training Plan that earns 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 of the VoteCal RFP identifies Requirement P9 – Testing Plan.
This Testing 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 testing 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 resource commitments is high.
75%	Response meets at least 75% of the elements of the requirement and demonstrates good testing plan processes but with weaknesses that are considered minimal and can be mitigated. 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 50% of the elements of the testing plan requirements with weaknesses that are considered moderate and resolvable but will require more involvement by SOS to mitigate potential risks. 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 25% 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. Bidder's plan does not demonstrate a strong knowledge of testing for a complex project such as VoteCal and indicates high risk.
0%	Response is less than 25% complete, or 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.

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

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
P9	**Testing Plan** • Does the Testing Plan include a sample Test Defect Log? Does it contain sufficient detail and tracking? • Does the Plan discuss a proposed Test Methodology that encompasses industry-standard phases of testing? • Does the Plan address how the defects will be researched and resolved? • Does the Plan contain a retest function using a structured approach? • Does the draft Testing Plan include negative testing scenarios? • Does the Testing Plan include training for testers? • Does the 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 Testing 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 score for the Bidder's Testing Plan submitted in response to Requirement P9 will be directly calculated based on the percentage of points earned. For example, a Testing Plan that earns 75% based on the evaluation criteria will earn a score of 600 (800 maximum possible points x 75%).

4. Data Integration Plan – P10 (Maximum Score 1000)

a. INTRODUCTION

Section VI.B.4 of the VoteCal 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 resource commitments is high.
75%	Response meets at least 75% of the elements of the data integration requirement but with weaknesses that are considered minimal and can be mitigated. 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 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. Bidder's approach and processes may be inadequate and will require additional SOS resources to reduce the risk potential.
10%	Response meets at least 25% 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. 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 is less than 25% complete, or 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.

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 Bidder's Data Integration Plan narrative describe their Data Integration approach and method and are these discussions concise and illustrative of best business practices? • Does the 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 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?	1000

Reqmt. #	Requirement and Evaluation Factors	Max Points Possible
	• Does the 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 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 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.

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)

Percentage of Points	Criteria
100 percent	**Meets All Requirements and Solution is Implemented** - Overall, the proposal 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 percent	**Meets Requirements** – The response 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 percent	**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 percent	**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 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 • Load testing	**600**
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 • 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 • 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	**600**

Evaluation Factor for the Proposed VoteCal Architecture	Maximum Points
• How the system will log system and user activity • How the system will protect against Denial of Service attacks	
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 • 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 • Evidence of compatibility with the diverse local EMS installations and diverse desktop configurations	**150**
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 • 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 • 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., 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.

The evaluation process will assess the Bidder's responses to the business requirements in section VI.D of the RFP 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, 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 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 – A9 and A10 (Maximum Score 3000)***

a. INTRODUCTION

Section V.B.3.B and V.B.3.C of the VoteCal RFP identify mandatory and desirable Bidder Qualifications. Evaluation of Bidder Qualifications 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 for mandatory Bidder Qualifications (A9) must conform to the criteria described in Section V.B.3.B, **If submitted references for mandatory Bidder qualifications 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 for desirable Bidder Qualifications (A10) must conform to the criteria described in Section V.B.3.C. **If the submitted reference for desirable Bidder qualifications is determined not to meet the criteria set forth in Section V.B.3.C, the reference will not be scored.**

In the event Bidders elect to re-submit the same qualifications and references for the Draft or Final Proposal as they submitted for the Pre-Qualification phase, the State reserves the right to carry the Pre-Qualification scoring forward to the final proposal evaluation scoring. In the event Bidders elect to submit different qualifications and references than those submitted for the Pre-Qualification phase, the new references and qualifications must meet or exceed the bidder's score(s) received during pre-qualified bidders' selection.

Bidders can earn a maximum score of 3000 for this requirement, based on the results of client reference checks for their firm and qualifying key subcontractors (see Section V for definition of qualifying subcontractor). The score awarded for Bidder Qualifications will be based entirely upon the information provided by the references identified by the Bidder in their proposal. Three (3) references will be checked for the Bidder firm and/or qualifying subcontractor, plus one (1) additional reference for the Desirable Qualification Requirement, if Bidder submits.

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 – Bidder Qualifications & References.
- Ask the reference to provide a numerical ranking 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.
- Ask the reference to choose best answers to a number of questions that gauge the overall success of the project.

The Firm Client Telephone Reference Calling Questionnaire (Exhibit IX.2) details 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' Numerical Rankings of Satisfaction - Firm Performance (140 points Maximum):** Each reference will be asked to score the Bidder or Key Subcontractor firm from 0 to 10 on a total of 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.

   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 5 on a particular question, the Bidder will be awarded 5 points for that question. Table IX.16 below shows the scale for each satisfaction rating:

Table IX.16 Client Satisfaction Rating Scale (A9, A10)

Rating	Points	Description
B – Blank	0	The reference provided no response to the question presented.
N – Not Satisfied	0	The Bidder did not meet contract requirements in the subject area.
S – Satisfied	5	The Bidder met contract requirements in the subject area.
E – Extremely Satisfied	10	In addition to meeting contract requirements in the subject area, the Bidder provided exceptional service over and above contract requirements and expectations.

2) **Evaluation Team Rating for Reference's Overall Project Success (100 points maximum):** The Evaluation Team will score the reference's ratings of overall success of the referenced development/implementation project, based on the information provided by the Bidder and the responses from the client reference, assigning a maximum of 100 points for a highly successful project that was delivered on time, on budget, and that fully met the project requirements and objectives. The points awarded (out of a maximum of 100) will be based on the criteria in Table IX.17.

Table IX.17 Criteria for Evaluating Project Success for Firm References (A9, A10)

Points	Criteria
100	All of the following applies: • Project was completed on-time or early (or project was only late due to circumstances totally beyond Bidder control); • Project did not exceed contracted cost (or project cost overages were due to circumstances totally beyond Bidder control); • The delivered system fully met or exceeded project goals, requirements and specifications; • Data conversion and system deployment went smoothly, in accordance with vendor plan; and • The delivered system has been or was actively in use with only minor bugs. • The delivered system included the submission of a detailed architecture design document that fully met the client's needs.
75	Any one of the following applies: • Project was completed more than 5% late due to circumstances partially under vendor control; • Project was delivered more than 5% over budget due to circumstances partially under vendor control; • The delivered system did not fully meet project goals, requirements and specifications as contracted; • There were significant issues with system deployment due to circumstances partially under vendor control; or • Significant bugs or flaws were discovered in the system after it was actively in use.

Points	Criteria
50	Any two of the following applies: • Project was completed more than 5% late due to circumstances partially under vendor control; • Project was delivered more than 5% over budget due to circumstances partially under vendor control; • The delivered system did not fully meet project goals, requirements and specifications as contracted; • There were significant issues with system deployment due to circumstances partially under vendor control; or • Significant bugs or flaws were discovered in the system after it was actively in use.
10	Any of the following applies: • Project was completed more than 10% late due to circumstances partially under vendor control; • Project was delivered more than 10% over budget due to circumstances partially under vendor control; • There were significant deviations between the delivered system and project goals, requirements and specifications due to circumstances largely under vendor control; • There were significant, foreseeable issues with system deployment due to circumstances largely under vendor control; or • Multiple significant bugs or flaws were discovered in the system after it was actively in use.
1	Any two or more of the following applies: • Project was completed more than 10% late due to circumstances wholly under vendor control; • Project was more than 10% over budget due to circumstances partially wholly vendor control; • There were significant deviations between the delivered system and project goals, requirements and specifications due to circumstances wholly under vendor control (flaws in requirement identification, design and development); • There were significant, foreseeable issues with system deployment due to circumstances wholly under vendor control; • Multiple significant bugs or flaws were discovered in the system after it was actively in use requiring modification of business processes as a workaround; or • System is not in active use due to problems or because the delivered system did not meet organizational objectives, as they were identified at the start of the project.

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.

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 (e.g., SOS is able to contact the reference).
1 point will be added to the comparability factor if the project was a completed voter

Table IX.18 – Calculation of Reference Comparability Factor
registration system implementation with similar scope provided in Section VI - Project Management, Business and Technical Requirements, or, the project implemented a statewide system
1 point will be added to the comparability factor if the implemented system has 200 or more concurrent users.
1 point will be added to the comparability factor if the project was completed within the past three (3) years.

4) **Non-Responsive References:** The following procedures will be followed for references that are non-responsive:
   - After 2 attempts to contact the reference, SOS will notify the Bidder of the client's unresponsiveness;
   - SOS will make one more attempt to contact the reference. If the reference is still unresponsive after 2 business days from the third attempt to contact, the Bidder will receive zero (0) points for that reference. If the nonresponsive reference was submitted for Mandatory Bidder Qualifications, the 0 points will be factored into the average reference calculation and therefore the final score for Mandatory Bidder Qualifications and References. If the nonresponsive reference is the Bidder's reference submitted for the Desirable Bidder Qualifications, then the Bidder will be given a score of 0 for Desirable Bidder Qualifications.

c. CALCULATION OF THE SCORE FOR BIDDER FIRM AND KEY SUBCONTRACTOR EXPERIENCE: MANDATORY BIDDER QUALIFICATIONS – A9 (Maximum proposal score = 2300)

1) **Total Reference Points Calculation:** The total points from each mandatory reference will be summed. The maximum possible points for 3 references combined is 2880 (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 Firm References for Mandatory Bidder Qualifications.

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

3) **Calculation of Score for Mandatory Bidder Qualifications**: The actual Proposal score for Mandatory Bidder Qualifications will be calculated by multiplying the maximum possible score for the Firm References (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

d. CALCULATION OF THE SCORE FOR BIDDER FIRM AND KEY SUBCONTRACTOR EXPERIENCE: DESIRABLE BIDDER QUALIFICATIONS – A10 (Maximum proposal score = 700)

1) **Calculation of the Percentage of Points Earned:** The total reference points for the reference for Desirable Bidder Qualifications (maximum = 240) will be divided by the total possible points (240), to determine the percentage of points earned for Firm References for Desirable Bidder Qualifications. (A comparability factor of 1 will be used for references for desirable Bidder Qualifications).

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

2) **Calculation of Score for Firm Experience for Desirable Bidder Qualifications**: The actual Proposal score for Firm Experience for Mandatory Bidder Qualifications will be calculated by multiplying the maximum possible score of 700 by the percentage of earned points calculated in step 1 above.

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

Example of Calculation of Firm Experience Score for Bidder & Key Subcontractors:

Refer to the following Table IX.19 - Example Calculation of Bidder Qualification Scores below for an example of how the Firm Qualifications Scores are determined. In this example, the hypothetical Bidder has submitted three (3) references using Exhibit V.5. One of the three references is submitted to satisfy both mandatory and desirable Bidder Qualifications criteria.

Table IX.19 - Example Calculation of Bidder Qualification Scores (A9 and A10)

Reference Name	Mandatory or Desirable?	(a) Numeric Ratings *(max. 140)*	(b) Project Success *(max. 100)*	(c) Sub-Total *(sum a+b)*	(d) Comparability Factor *(max. 3)*	Total Points *(c x d)*
TDM	Mandatory	45	75	120	3	360
CA DHY	Mandatory	80	100	180	1	180
DCM	Mandatory	100	75	175	3	525
DCM	Desirable	100	75	175	1	175

Mandatory Bidder Qualifications	1. Mandatory Total Points – Sum of Total Points for all 3 Mandatory references TDM, CA DHY, DCM	1065
	2. Maximum Points Possible for Mandatory Bidder References (= 3 x 240 maximum total points per reference x 3 comparability factor)	2880
	3. Percent of Points Earned *[#1 divided by #2]*	37.0%
	4. Maximum Possible Score	2300
	5. Mandatory Bidder Qualifications (A9) Score Awarded *[#3 x #4]*	**850.5**
Desirable Bidder Qualifications	1. Desirable Total Points (reference DCM)	175
	2. Maximum Points Possible for Desirable Reference (= 240 x 3 comparability factor of 1)	240
	3. Percent of Points Earned (#1 divided by #2)	72.9%
	4. Maximum Possible Score	700
	5. Desirable Bidder Qualifications (A10) Score Awarded *[#3 x #4]*	**510.4**
	TOTAL Bidder Qualifications Score (Mandatory + Desirable)	**1360.9**

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

a. INTRODUCTION

Sections V.B.3.D and V.B.3.E of the VoteCal RFP describe mandatory and desirable Staff Qualifications.

The six Key Staff members are defined as the persons in the following roles: Project Manager, Business Lead, Technical Lead, Data Integration Lead, Development Lead, and Testing Lead. The Bidder's proposed Key Staff will be evaluated and scored on the following factors:

- Whether the proposed staff for the six defined roles (Project Manager, Business Lead. Technical Lead, Data Integration Lead, Development Lead, and Testing Lead) meet all Mandatory Proposed Staff Qualifications (Pass/Fail); and

- The degree to which the proposed staff for the six key roles meet Desirable Staff Qualifications (800 maximum score).

b. EVALUATION PROCESS

1) **Satisfaction of mandatory Proposed Staff Qualifications requirements (Pass/Fail):** The Bidder's response to the Proposed Staff Qualifications requirements, submitted in Exhibits V.6 – Staffing Experience Matrix and V.7 – Staff Resume, will be evaluated on a Pass/Fail basis. For evaluation of materials submitted for Pre-Qualification Proposals, the Evaluation Team may contact client contacts listed in Exhibit V.6 to verify the proposed staff's meeting of all mandatory Proposed Staff Qualifications. As part of evaluation of this requirement for Final Proposals, 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 and Exhibit V.7. In cases where the information submitted on Exhibit V.6 and Exhibit V.7 conflict with information provided by a reference, the information provided by the reference will take precedence and will be used in determination of 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 Proposed Staff Experience - Desirable (*Maximum Score = 800*):** RFP Section V.C.3.L details the desirable qualifications for the Bidder's Key Project Team staff. Using the Bidder's completed Exhibit V.6 – Staffing Experience Matrix, Exhibit V.7 – 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 their respective role. In cases where the information submitted on Exhibit V.6 and Exhibit V.7 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 and V.7, and (if applicable) contacts with staff references. Then, they will subtract any minimum required months for that experience. Lastly, they will enter the remaining months as the net desirable experience months.

In the event Bidders elect to submit different proposed staff qualifications for the Final Proposal than those submitted for Pre-Qualification proposals, the new proposed staff qualifications must meet or exceed the bidder's score(s) received during the process to pre-qualify bidders as outlined in Section V.C.

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 (Maximum Score = 1000)

a. INTRODUCTION

Sections V.B.3.D and V.B.3.E identify requirements A11 and A12, which require the Bidder to complete Exhibit V.6 – Staffing Experience Matrix, including contacts for referenced projects. References (documented in Bidders' 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 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 Proposed Project Manager (Exhibit IX.3) and Proposed Key Staff (Exhibit IX.4) 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 26 questions that address functional performance, general performance in managing the project, and demonstrated personal management skills.

For each of the other five 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 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 2 attempts to contact the reference, SOS will notify Bidder of client's unresponsiveness;
- SOS will make one more attempt to contact the reference. If the reference is still unresponsive two (2) business days after the third attempt to contact, Bidder will receive zero (0) points for that reference, which will 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 (maximum = 130 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 130.

The total points from each reference for Key Staff other than the Project Manager (maximum = 40 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 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 (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 (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.M 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.M.

The Evaluation Team will evaluate the 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 team 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 below.

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

Points	Criteria
100 percent	**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.C.3.M for 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 – Staff Resume, and roles are assigned and discussed for all functions cited for the requirement in Section V. 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 percent	**Meets most requirements** – The response is understandable, contains sufficient detail to evaluate the response completely, and meets at least 70% of the criteria described in Section V 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 – Staff Resume, and roles are assigned and discussed for all functions cited in for the requirement in Section V.
25 percent	**Partially meets requirements –** The response meets at least 25% of the criteria described for the requirement in Section V, but is not clearly understandable, lacks sufficient detail to evaluate, or demonstrates lack of understanding for up to 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- Staff Resume for one (1) or two (2) proposed staff, or reflects on-site staffing insufficient to fulfill the team functions.
0 percent	**Does not meet requirements–** The response is not clearly understandable, lacks sufficient detail to evaluate the response, meets fewer than 25 percent of the evaluation criteria cited in Section V 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 1000. For example, if a Bidder's response is evaluated at 70% (meets most requirements) the Bidder's RFP score awarded for this requirement will be 700 points.

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

A maximum score of 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 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 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,c - 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. 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 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 Bidders' points awarded for each area of the Evaluation are tallied to determine the total points awarded for each. Table IX.22 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	

Evaluation Area	Maximum Possible Score	
Testing plan	800	
Data Integration Plan	1000	
Technical Architecture	3000	
VoteCal System Business Requirements	Pass/Fail	
VoteCal Technical Requirements	Pass/Fail	
Bidder Firm & Key Subcontractor Qualifications		
Mandatory Bidder and Subcontractor Qualifications	2300	
Desirable Bidder and Key Subcontractor Qualifications	700	
Key Project Team		
Mandatory Staff Qualifications	Pass/Fail	
Desirable Staff Qualifications	800	
Proposed Staff References	1000	
Project Organization	1000	
TOTAL POSSIBLE SCORE: Project Mgmt., Business & Technical Reqs		**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 POSSIBLE POINTS:		**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 25% or more of the value of the contract will be given a 5 percent preference for contract evaluation purposes only.

The 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 25% of the value of the contract. In this scenario, Bidder C earns the 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 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
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 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 IX.24 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 points available are 20,000.

Table IX.25 illustrates how DVBE incentives and Small Business Preferences would be applied. In this example, Bidder B initially has the most points (16530 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 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 25% of the value of the contract, Bidder D earns the 5% small business preference which is applied to the total "earned" points also. Bidder D earns 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		

#	Scoring Step	Bidder A	Bidder B	Bidder C	Bidder D
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 (16836.5) 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 (10) copies of Volumes I and IV	Yes ☐ No ☐
Received (10) copies of Volumes II and III (Volume III validated at cost opening)	Yes ☐ No ☐
Received (10) 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 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 and irrevocable offer that is good for 180 calendar days.	Yes ☐ No ☐
• List of all subcontractor firms and staff proposed.	Yes ☐ No ☐
• A statement expressing the Bidder's availability of staff and other required resources for performing all services and providing all deliverables as described in this RFP.	Yes ☐ No ☐
• A statement expressing that the Prime contractor is responsible for all proposed subcontractors.	Yes ☐ No ☐
Section 2: Executive Summary	Yes ☐ No ☐
Section 3: Response to the Administrative Requirements (Section V)	Yes ☐ No ☐
• Exhibit V.1 - Customer References	Yes ☐ No ☐
• Exhibit V.2- DVBE Participation	Yes ☐ No ☐
• Exhibit V.3 – Worker's Compensation Insurance Certificate	Yes ☐ No ☐
• Letter of Credit	Yes ☐ No ☐
• Exhibit V.4 - Standard 204	Yes ☐ No ☐

VOLUME I – RESPONSE TO REQUIREMENTS (CONTINUED)	
Preference Programs Requested: Small Business Preference Claimed? Yes ☐ No ☐ 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 Approach Requirements	Yes ☐ No ☐
• Business Requirements	Yes ☐ No ☐
• VoteCal Architecture	Yes ☐ No ☐
• Technical Requirements	Yes ☐ No ☐
Section 5: Response to the Project Team Experience Requirements RFP Section V	
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 A104)		
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), rate the following:	***Rating***	***Comments***
1. How satisfied were you with the functional (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 needs/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) and organization change?		
7. How effective was the firm's management of product quality (e.g., product testing, 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 or user friendliness (including features, help functions)?		
10. How well does the system meet your performance requirements? (Responsiveness, batch processing windows)		
11. How satisfied are you with the reliability of the system? (Availability and frequency of unscheduled outages)		

Bidder Reference Form (Requirements A9 and A104)		
Bidder Name:	***Firm/Sub-Contractor Name:***	
12. How satisfied are you with the firm's systems and operations documentation?		
13. How satisfied are you with the timeliness and effectiveness of product service and support (responses to questions, problem resolution, bug fixes) provided by the firm?		
14. How satisfied are you with the ability to adapt the delivered system to changing business requirements without modifying code, scripts or database schema?		

Evaluation of Overall Project Success

1. Schedule Performance

Check the one option that best describes project's completion relative to schedule:

___Completed on time ___Completed more than 5% late ___Completed more than 10% late

If project was late, which best describes responsibility for late completion? (check ONE)

___Contractor Firm only ___Customer only ___Both Contractor Firm and Customer

2. Cost Performance

Check the one option that best describes project's completion relative to budget:

__Completed within budget __Completed more than 5% over budget __Completed more than 10% over budget

If project was over budget, which best describes responsibility? (check ONE)

___Contractor Firm only ___Customer only ___Both Contractor Firm and Customer

3. Achievement of Project Goals and Requirements

Check the ONE option that best describes the extent to which the delivered system met goals and requirements:
__System fully met or exceeded all goals and requirements
__System met most project goals and requirements
__The system deviated significantly from project goals and requirements and specifications

If the system deviated significantly from project goals and requirements, which of the following 4 options best describes the responsibility for deviations? (check ONE)

___Contractor Firm wholly responsible ___Contractor Firm largely responsible
___Contractor Firm partly or minimally responsible ___Contractor Firm not responsible

4. System Deployment

Bidder Reference Form (Requirements A9 and A104)	
Bidder Name:	***Firm/Sub-Contractor Name:***

Check the ONE option that best describes the extent to which the delivered system met goals and requirements:
__System deployment went smoothly, in accordance with vendor firm's plan
__There were significant deployment issues

If there were significant deployment issues, which of the following 4 options best describes the responsibility for and control over the circumstances that caused those issues? (check ONE)

__Circumstances wholly under Contractor Firm Control __Circumstances largely under Contractor Firm control
__Circumstances partially under Contractor Firm control __ Circumstances not under Contractor Firm control

5. Delivered System Quality

Check the ONE option that best describes the quality of the system delivered by the firm:

__The completed system has been or was actively in use with only minor bugs
__Significant bugs or flaws were discovered in the system after it was actively in pilot or production use
__Multiple significant bugs or flaws were discovered in the system after it was actively in pilot or production use
__Multiple significant bugs or flaws were discovered in the system after it was actively in pilot or production use, and the problems were so severe that they required major business function changes as workarounds
__System is not in pilot or active use due to problems, or due to the system's failure to meet organizational objectives as identified at the start of the project.

6. Documentation
Check the ONE option that best describes the quality of the system delivered by the firm:
__The vendor submitted detailed system documentation, including program documentation and detailed architecture design documentation, that fully met client's needs

__The vendor's submitted system documentation did not fully meet client's needs

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 Department Official listed in Section I.D.

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.

ATTACHMENT 1 - STATEMENT OF WORK

1. General

(a) This Statement of Work (SOW) defines the tasks needed to implement and support the Secretary of State (SOS) VoteCal Statewide Voter Registration System Project (VoteCal); it also establishes responsibilities for completing these tasks.

(b) For work that has been identified, the attached Task Schedules define and authorize such work on a Fixed Price basis, with a guarantee of task completion.

(c) For additional work, not foreseen at the time this Agreement is executed, Work Authorizations (Exhibit I) will define and authorize such work.

(d) The term of this contract is for implementation plus one (1) year warranty concurrent with one (1) year of maintenance and operations. Additionally, SOS may execute five (5) one-year options for hardware maintenance and operations and one (1) five-year option for software support.

(e) The state may, at its sole option, choose to exercise the extensions to the maintenance and operations agreement at the contract price; however, if the state has not received and accepted all required updated documentation, the contractor may not be awarded a contract for further maintenance and operations of the system.

(f) All VoteCal software components must be fully supported by their manufacturer with no published end of life for any product at the time of deployment.

(g) All software development tools proposed for use in developing and implementing VoteCal must be fully supported by their manufacturer with no published end of life for any product at the time use of tools begins.

(h) All VoteCal hardware components must be fully supported by their manufacturer with no published end of life for any product at the time of deployment.

2. Contractor's Responsibilities

(a) Contractor shall make available personnel as listed on their Final Proposal Staffing Plan for the purpose of providing the services required to accomplish the tasks prescribed in the Task Schedules. Each task and deliverable will be considered complete only after formal review, approval, and acceptance in writing by the SOS Project Director that the deliverable has been delivered in accordance with the requirements set forth in the SOW. The Bidder may only invoice for the completion of each phase upon acceptance of all deliverables in that phase in accordance with Exhibit 2 (less the payment withhold of 20%).

(b) Each Task Schedule contains at a minimum, a description of the task, a statement of Contractor's responsibilities and a list of deliverable items. All Tasks and Deliverables shall be provided for the fixed price listed in this Agreement.

(c) Contractor agrees to perform the services for which it and all subcontractors are responsible, to accomplish this work in the manner and time stated in the Task Schedules, and to provide the deliverable items as required.

(d) The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing subcontractor's termination. If this should occur, the Contractor should be aware that the SOS Project Manager or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s) and hire of the new subcontractor(s). This also includes any changes made between submittal of the

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

(e) The Contractor must designate one project representative to oversee the management and requirements of the contract. The Contractor's project representative will work directly with the SOS Project Manager.

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

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

(h) The Contractor will package (final copies) and deliver all project documentation, deliverables, or other materials for deposit into the Project Library.

(i) The Contractor will work directly with the State to determine changes that will be required to existing systems to support the project.

(j) The Contractor must store all non-software project artifacts in the project's Microsoft SharePoint project library.

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

3. Contractor Personnel

(a) SOS requires that analysis, design, development, testing, and training development activities be performed exclusively at the SOS offices in Sacramento. The key Bidder staff consisting of Project Manager, Business Lead, Technical Lead, Development Lead, Testing Lead, and Data Integration Lead must work exclusively at the SOS office. No work shall be performed offshore. If Contractor identifies potential tasks that may be accomplished off-site without adversely affecting the project, the VoteCal Project Director or designee may grant exceptions based on Contractor's written request and justification, submitted in writing at least three business days prior to beginning work off-site. However, Contractor must make off-site staff available to work at SOS headquarters at SOS's request. If SOS so requests, all expenses (e.g., food, transportation, housing, etc.) to bring the off-site staff to the VoteCal office space will be Contractor's responsibility.

(b) SOS reserves the right to disapprove the continuing assignment of Contractor key personnel provided under this Contract. Contractor will make every reasonable effort to provide appropriately qualified replacement personnel in a timely manner. The proposed replacement staff must have the same or higher-level skills and experience as that which is stated in the Request for Proposals. Contractor must request approval of replacement staff in writing at least three business days before they begin work on the project. SOS reserves the right to disapprove replacement or additional staff before they start on the project.

(c) Contractor will provide the individuals proposed in key roles (Project Manager, Business Lead, Technical Lead, Development Lead, Testing Lead, and Data Integration Lead) for the duration of their role on the project if those individuals are still in the employ of the Contractor. SOS recognizes that a resignation or other events may cause Contractor project team members to be unavailable. VoteCal Project Director reserves the right to approve or deny all Contractors' proposed replacement project team members. The

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

4. Work Standards

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

(a) Contractor will use Microsoft Office 2003 and Microsoft Project 2007. Contractor shall upgrade commercial software versions at no cost to the State to remain compatible.

(b) Contractor will comply with SOS security restrictions related to the access of the SOS facilities. SOS must agree to any exceptions to the established practices in writing.

(c) Contractor will maintain the Project Schedule in MS Project 2007 or an automated tool accepted in writing by SOS.

(d) Contractor will manage all project documentation in automated tools acceptable to SOS.

(e) All required project records and documentation must be maintained in the SOS project repository in electronic format (such as MS Word, MS Excel or editable PDF) or in hardcopy where soft copy is unavailable.

(f) The Contractor must comply with project management industry standards (i.e. PMI, PMBOK) including the State Information Management Manual Project Oversight Framework and IEEE when designated by the SOS.

5. Responsibilities of SOS

(a) The SOS Project Director will oversee and manage this contract. The Project Director will work with the Contractor to facilitate successful completion of Contractor's obligations, will review and accept deliverables in accordance with contract terms, will accept staffing changes, and will resolve contract issues in a timely manner.

(b) The State will be responsible for the overall management of the project Governance Structure that includes an Executive Steering Committee and Project Management Office, and serves as the primary contact for each.

(c) The State will maintain a comprehensive project office to support the project infrastructure to manage the day to day operations, including onboard of project staff, budget/fiscal controls, contract management, State reporting, recruitment.

(d) The State will be responsible for the delivery of project communications.

(e) The State will serve as the representative of the Project in meetings, presentations, etc.

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

(g) The State will be responsible for administering and maintaining the project library for deposit of project deliverable documents. The project library will be comprised of both hard copy and electronic documents.

(h) The State will continue to support existing legacy systems.

(i) For work performed at SOS premises, SOS shall provide the following work environment, provided that all onsite contractor personnel agree in writing to SOS and State acceptable use policies:

(i) Up to 6 contractor workstations and work space for Contractor staff; and,

(ii) Access to printers, copiers, telephone, and desktop computers with approved SOS applications.

(j) SOS is responsible for providing required information, data, and documentation, in its current form, as specified in the Request for Proposal, the VoteCal Bidder's Library, and access to program staff to facilitate Contractor's performance of the work. VoteCal Project Director or designee shall provide additional assistance and services as specifically set forth in the Exhibit 2, Tasks.

(k) VoteCal Project Director (or designee) shall ensure the performance and availability of SOS personnel under this SOW and is the sole individual to whom all official communications relative to this SOW will be addressed.

(l) At the end of the warranty and maintenance period of this Agreement, SOS IT staff intends to assume primary responsibility for maintaining the implemented solution with Contractor maintenance and support unless the SOS awards the extension of the maintenance contract.

6. Full System Acceptance

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

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

(a) Completion of all testing phases described in the Statement of Work, with no open incidents as defined in the Testing Plan.

(b) Acceptance of all production deployment phases (i.e., all California counties are using VoteCal as the system of record).

(c) Completion of Acceptance Testing (Deliverable IV.2).

(d) Submission of an Action Plan stating how the Contractor will address any remaining errors or anomalies from the testing or roll-out phases.

(e) Submission of all contract deliverables up through System Acceptance.

(f) Satisfaction of all mandatory system requirements.

(g) Satisfaction of all terms and conditions of the contract.

7. Warranty Period

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

8. Unanticipated Tasks

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

If additional work must be performed that was wholly unanticipated and was not identified in either the RFP or Contractor's proposal in response, but which, in the opinion of the SOS, is necessary to the accomplishment of the general scope of work outlined, the following procedures

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

(a) For each item of unanticipated work, the SOS Project Change Control Process will be used. When the Change Control Request from this process is approved, a Work Authorization will be prepared by the Contractor in accordance with the sample attached as SOW, Exhibit 1. All Contractor rates have been established by Contractor staff classification in Cost Table VII.6, Bidder Staff Hourly Rates. Unless otherwise agreed by both parties the contractor Work Authorization will be for a fixed price for the delivery of the change.

(b) It is understood and agreed by both parties to this SOW that all of the Terms and Conditions of this SOW shall remain in force with the inclusion of any additional Work Authorization. Such Work Authorization shall in no way constitute an Agreement other than as provided pursuant to this SOW nor in any way amend any of the other provisions of this Agreement.

(c) Each Work Authorization shall be prepared in accordance with Exhibit 1, Sample Work Authorization.

(d) The State shall draft an amendment based on the Work Authorization that shall include:

1. Complete description of the work to be performed
2. Schedule for the work to be performed
3. Contractor resource classifications that will be used to perform the work
4. Deliverables to be produced

(e) If, while performing the work, Contractor determines that a Work Authorization to be performed under this Agreement, which was accepted as an estimate rather than a fixed price for the deliverable, cannot be completed within the estimated labor hours, Contractor will immediately notify SOS in writing of Contractor's estimate of the labor hours and additional cost which will be required to complete the Work Authorization in full. Upon receipt of such notification, SOS may elect to:

1. Authorize Contractor to expend the estimated additional labor hours in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld); or,
2. Terminate the Work Authorization; or,
3. Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated labor hours.

(f) Contractor shall not initiate work effort for Work Authorizations until authorized in writing by SOS, DGS and is in amendment to the Contract.

9. <u>Change Control Procedures</u>

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

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

a) A Change Request (CR) prepared pursuant to the Change Control Plan will be the vehicle for communicating change.

b) A CR must describe the requested change; the rationale for the change, and any anticipated effect the change will have on the schedule and budget.

c) Resolution of open issues concerning the definition, submission, acceptance, rejection, or implementation of all CRs will occur via resolution process mutually selected by and agreeable to the SOS and the Contractor.

10. Problem Escalation

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

11. Deliverables

a) Acceptance

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

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

State acceptance will be based upon the following:

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

b) Deliverable Expectation Development (DED)

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

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

Each DED will contain the following:

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

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

c) Contractor Formal Transmittal of Deliverables

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

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

Unless otherwise permitted by the Project Management Plan, work on subsequent Deliverables may not proceed prior to the State’s formal Acceptance of the preceding Deliverables. However, if Contractor proceeds with work on subsequent Deliverables prior to such Acceptance of preceding Deliverables, with or without the State’s approval, Contractor shall proceed with such Work at Contractor’s sole risk and understanding Contractor may need to repeat previously performed Work without payment therefor by the State.

d) SOS Approval of Deliverables

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

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

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

e) SOS Review Time for Contractor Document Deliverables

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

f) Rejection of Deliverables

1. Deficiency Correction. If a Deficiency is found, State will notify Contractor in an email or other document of the deficiencies used as grounds for State's decision not to give Acceptance. Contractor shall correct Deficiencies and resubmit a corrected Deliverable to State which will review or perform acceptance tests on the Deliverable to verify whether the Deliverable lacks Deficiencies and in writing shall either give its acceptance or reject it following such review or acceptance tests. Contractor's times for correcting Deficiencies and State's review of Deliverables shall be in accordance with the timeframes set therefore in the Integrated Project Schedule or other contract documents. If time periods for correcting deficiencies by Contractor, reviewing and retesting corrected Deliverables, and notifying Contractor of Deficiencies are unspecified, each such time period shall be ten (10) business days.

2. Remedies for Deficiencies. If Contractor is unable to correct all Deficiencies within the number of days indicated following the Deliverable's scheduled acceptance, or if no such date is specified, within sixty (60) calendar days from such scheduled acceptance, State may, at its option: (a) continue reviewing or performing acceptance tests on the deliverable and require Contractor to continue until deficiencies are corrected or eliminated; (b) request Contractor to provide, at its expense, a replacement deliverable for further review or

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

g) Inspection of Work in Progress

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

12. Software Provisions

(a) Platform Software

These provisions apply to generally available Platform Software included in the completed VoteCal system. Platform software shall mean 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 available through multiple resellers, that has not been modified for use in the VoteCal system, and for which configuration is within manufacturer’s published, customer-configurable options.

These provisions do not apply to any portion of the VoteCal Application Software developed or otherwise provided to the State under this Contract.

1. License Grant

(a) Contractor hereby grants to the State and the State accepts from Contractor, subject to the terms and conditions of this Contract, a non-exclusive, non-transferable license to use and copy Platform Software as outlined below. (hereinafter referred to as "Platform Software").

(b) State may use the Platform Software in the conduct of its own business,

and any division thereof.

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

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

2. Encryption/CPU ID Authorization Codes

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

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

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

3. Fees and Charges

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

4. Maintenance

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

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

1) A listing of the output and a copy of the identical input data in machine-readable form will be submitted to Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error condition was noted.

2) Errors in the Platform Software as verified by Contractor will be corrected by providing a new copy of said Platform Software (or of the affected portions) in machine-readable form.

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

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

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

5. Acceptance of Software

Any integrated Platform Software for the VoteCal system must be purchased by and licensed to the Contractor. All required licenses purchased by the Prime Contractor shall include written acceptance by the Platform Software provider of the Third Party COTS General Provisions dated July 15, 2008: (http://www.documents.dgs.ca.gov/pd/TAS/SICOTSSWGPs071508.pdf). Contractor agrees to provide to the SOS this written acceptance and copies of the software licensing agreement(s) no later than implementation acceptance. Implementation acceptance is conditioned upon receipt and approval of these documents. Software licensing terms and conditions provided by Contractor which are not in conflict with the Third Party COTS General Provisions dated July 15, 2008, and/or California law will be accepted by the SOS, provided however that any licensing clause, term or condition representing that the license is superior to or takes precedence over other articles, attachments, specifications, provisions, contracts, terms or conditions shall be stricken and shall have no legal effect.

Contractor shall hold all licenses until implementation acceptance. After Phase VII - First Year Operations and Closeout the licenses shall automatically pass to SOS. In the event that Contractor fails to perform on the contract, Contractor shall immediately grant all software licenses to SOS upon request by SOS.

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

(b) VoteCal System Application Software

The definition of application software includes any application software developed or otherwise provided by the Contractor to meet the requirements of this contract for the

VoteCal Application. This provision does not apply to Platform Software, as described above to meet the business functional requirements in this contract for the VoteCal Application.

1. License Grant

   (a) Contractor hereby grants to the State and the State accepts from Contractor, subject to the terms and conditions of this Contract, a non-exclusive, perpetual license to use, modify and copy the VoteCal System Application Software listed in Statement of Work of this Contract (hereinafter referred to as "VoteCal Application").

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

   (c) Except as limited above, the license granted above authorizes the State to use the VoteCal Application on any computer system for any government purpose in California, and to modify the software, or to adapt the software in whole or in part for any government purpose in California.

2. Encryption/CPU ID Authorization Codes

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

3. Fees and Charges

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

4. Maintenance

   (a) The correction of any residual errors in any VoteCal Application that may be discovered by Contractor or by the State during Phase VII (First Year Operations and Closeout) will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this contract.

   (b) During the period of contracted software maintenance, the Contractor will at no additional charge:

      1) Correct all errors affecting business functions identified by the State or Contractor in any VoteCal Application Software product.

      2) Restore the VoteCal Application Software to performance and functionality equivalent to that of the product when accepted following the installation of any manufacturer-provided security-related maintenance for any other component of the system.

   (c) Suspected errors discovered by the State in the VoteCal Application Software will be handled by the following procedures:

1) The State will provide the vendor with a clear description of the problem, including the activity performed when the error occurred, the expected outcome, and the unexpected or undesirable outcome obtained. The State will also identify the impact on business processes of the problem, and identify any workaround implemented to mitigate that impact. The State will report the problem using an automated trouble reporting system if provided by the Contractor.

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

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

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

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

5. Acceptance of Software

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

6. Right To Copy or Modify

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

7. Future Releases

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

identified in the Contractor's proposal as a basis or component of the VoteCal Application and are directly applicable to the VoteCal Application, those modifications or enhancements shall be made available to the State at no more than the lowest cost any other entity was charged to incorporate that modification or enhancement in the other version of that product.

(viii) Source code

Once developed and tested, the Contractor shall deposit all code in an escrow account for the SOS. This source code must be updated with new version releases. The Contractor shall turn over the source code, the object code, the complete software release implementation directions, and any additional software that is required to prepare, modify, document, or operate the VoteCal Application Software to SOS within one week of system acceptance and again within one week of the end of Phase VII – First Year Operations and Closeout.

13. Payment

(a) Invoicing and Payment

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

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

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

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

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

(b) Twenty Percent 20% Withholding

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

(c) Liquidated Damages

It is agreed by the State and the Contractor that in the event of failure to meet the requirements which follow, damage shall be sustained by the State and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain in the event of and by reason of such failure; and it is therefore agreed that the Contractor will pay the State the amounts set forth below for such failures at the sole discretion of the State according to the following subsection.

The purpose of liquidated damages is to ensure adherence to the requirements in the contract. No punitive intention is inherent.

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

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
Attachment 2 – IT General Provisions (06/08/2010)
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 Sections V and VI

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		

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 SOW Attachment I, Section 7, entitled "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 SOS-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 – VOTECAL SYSTEM TASKS AND DELIVERABLES

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

A. INTRODUCTION

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

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

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

B. STANDARDS

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

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

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

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

C. PAYMENT MILESTONES

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

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

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

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost
III.6	VoteCal System Delivery of Source Code and Source Code Reviews	7.500%
III.7 III.8	Ongoing Project Tasks 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 VoteCal System development and implementation cost.*		
IV.1	VoteCal System Pilot County Data Integration Completion and Report	4.250%
IV.2	VoteCal System Acceptance Test Completion, Results and Defect Resolution Report	7.650%
IV.3	VoteCal System Documentation	4.675%
IV.4 IV.5	Ongoing Project Tasks Final Report for Phase IV Phase Completion	0.425%
PHASE V – PILOT DEPLOYMENT AND TESTING *Deliverables in this phase must be completed and accepted in the order indicated below. The total of all deliverables in this phase is worth 15% of the total VoteCal System development and implementation cost.*		
V.1	Develop VoteCal System Training Materials and Complete Training Before the Pilot. (requires prior acceptance of deliverable IV.3, which must include Help Desk documentation)	4.500%
V.2	Conduct Pilot Testing and Provide Pilot Results Report	5.250%
V.3	Updated System, Documentation and Training Materials	3.750%
V.4	Revised/Updated System Deployment Plan	1.125%
V.5 V.6	Ongoing Project Tasks Final Report for Phase V Phase Completion	0.375%
PHASE VI – DEPLOYMENT AND CUTOVER *Acceptance and payment of some deliverables in this phase are contingent upon prior completion and acceptance of other deliverables where indicated below. The total of all deliverables in this phase is worth 15% of the total VoteCal System development and implementation cost.*		
VI.1	VoteCal System County Elections Staff Training Completed	3.750%
VI.2	Updated Training of SOS Staff	1.050%

VOTECAL SYSTEM – SCHEDULE OF DELIVERABLE PAYMENTS		
Deliv #	Deliverable Description	% of Total Cost
VI.3	VoteCal System Level 1 Help Desk Implementation and Support	2.250%
VI.4	VoteCal System Remaining County Data Integration Completed and Tested for Compliance and Successful Integration (requires prior acceptance of deliverablesVI.1, VI.2, and VI.3)	6.450%
VI.5	VoteCal System Final Deployment Report (requires prior acceptance of deliverable VI.4)	1.125%
VI.6 VI.7	Ongoing Project Tasks Final Report for Phase VI Phase Completion	0.375%

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

D. DELIVERABLE DEVELOPMENT

Deliverable Expectation Document (DED) Template

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

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

A DED will be required for each project deliverable identified in this Statement of Work, which shall identify expected deliverable content including key figures, diagrams and tables, due date, acceptance criteria, reviewers, review time frames, standards for deliverable, process and frequency for maintaining and updating the deliverable. (Please refer to Attachment 1, Exhibit 3 - Sample Deliverable Expectation

Document Template.) The Contractor may recommend changes to the DED as warranted, to improve the submission of a particular deliverable. Such changes require the approval of SOS. SOS may also propose changes to the DED to improve its contents relative to a particular deliverable, subject to the agreement by the Contractor. The due dates for the DEDs will be driven by the approved PMP and Integrated Project Schedule agreed upon by the SOS and the Contractor. Prior to the Contractor beginning work on a deliverable, the Contractor will develop a DED using the approved DED Template for each project deliverable in advance of its preparation. The DED will be subject to SOS approval before starting work on the deliverable.

E. TASKS AND DELIVERABLES

PHASE 0 - ONGOING PROCESS TASKS AND DELIVERABLES

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

Deliverable 0.1 – Project Control and Status Reporting

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

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

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

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

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

Deliverable 0.2 – Maintain and Update Project Management Plans

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

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

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

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

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

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

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

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

Deliverable 0.5 – On-Going Issues Management and Risk Tracking

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

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

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

Deliverable 0.6 – Written Monthly Project Status Reports

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

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

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

Deliverable 0.7 – Change Control Processes

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

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

Deliverable 0.8 – Communications Processes

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

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

PHASE I - PROJECT INITIATION AND PLANNING

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

Deliverable I.1 – VoteCal Project Management Plan

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

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

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

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

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

Deliverable I.2 – Integrated Project Schedule

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

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

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

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

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

Deliverable I.3 – Quality Assurance Plan

Contractor must deliver, within 30 calendar days of contract signature, a Quality Assurance (QA) Plan in accordance with the Project Management Plan, the Integrated Project Schedule and the DED developed and approved at the initiation of the project, which includes a complete description of its QA process, methodology, and the specific standard on which the details of the plan was based. If multiple standards are used, the plan must specify which portions of these standards were used in the development in which portion of the plan. At a minimum, the Quality Assurance Plan must conform to IEEE 730-2002 (Standard for Software Quality Assurance) or equivalent standards.
The Quality Assurance Plan will include provisions for the SOS team (including IV&V, and IPOC) to periodically review Contractor-specific plans, work in progress, etc., such reviews to be coordinated with the Contractor so as to minimize any disruption to ongoing work.
This Plan shall be implemented and updated as required during the life of the project.

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

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

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

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

Deliverable I.5 – VoteCal System Organizational Change Management Plan

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

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

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

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

Deliverable I.6 – VoteCal Requirements Traceability Matrix

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

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

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

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

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

Deliverable I.8 - Ongoing Project Tasks

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

Deliverable I.9 –Final Report for Phase I

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

PHASE II – DESIGN

Deliverable II.1 – VoteCal System Requirements Specification

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

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

Deliverable II.2 – VoteCal System Functional Specification

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

The description of user interface standards must include description of:

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

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

Deliverable II.3 – VoteCal System Detailed System Design Specifications

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

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

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

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

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

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

Contractor shall provide a mechanism, procedures and training to SOS for testing and evaluating data submitted from EMSs after modification to those EMSs after VoteCal has been deployed.

Deliverable II.5 – VoteCal System Detailed Requirements Traceability Matrix

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

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

At a minimum, requirements must:

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

Deliverable II.6– VoteCal System Technical Architecture Documentation

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

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

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

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

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

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

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

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

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

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

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

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

Deliverable II.8 – VoteCal System Data Integration Plan

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

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

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

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

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

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

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

Deliverable II.9 – VoteCal System Training Plan

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

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

- Training procedures.

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

- What to do and who to call if there is a problem with the system;
- VoteCal 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 VoteCal (and resolving discrepancies); and
- New approach for compiling ROR.

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

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

Deliverable II.10 - Ongoing Project Tasks

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

Deliverable II.11 – Final Report for Phase II

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

PHASE III – DEVELOPMENT

Deliverable III.1 – VoteCal System Technical Environments Certification Report

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

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

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

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

Deliverable III.2 – VoteCal System Test Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Deliverable III.4 – VoteCal System Organizational Change Management Plan Updated

Contractor shall update the VoteCal System Organizational Change Management Plan, in accordance with the approved DED, Project Management Plan and Integrated Project Schedule for this deliverable, to address the specification, design and workflow elements identified during the Design phase of the project and provide detail on how the change in business processes will be managed with SOS and county users.

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

Deliverable III.5 – VoteCal System Implementation and Deployment Plan

Contractor shall produce a VoteCal System Implementation and Deployment Plan in accordance with the approved DED for this deliverable, the Project Management Plan and the Integrated Project Schedule that details for SOS the transition from the legacy Calvoter system to the new VoteCal System solution. This Plan will address how the new solution will be deployed to SOS business users, county users, other stakeholders, and external users. This Plan will include:

- How the business process transition will take place;

- How the new methods of doing business will be conveyed to the end user community, and the steps that will be taken to assess the SOS "workplace readiness" prior to the new solution going into production;
- Roles and responsibilities of the Contractor, SOS staff, county elections officials' staff, EMS vendors, and other stakeholders for the transition;
- Detailed schedule work breakdown for phases, activities, deliverables, milestones, quality assurance checkpoints, and the critical path;
- Date and timeframe for cutover including appropriate backup or contingency dates;
- Process for determining that the SOS, county, and the Contractor are ready for statewide cutover to the VoteCal system, including a Go-No Go readiness checklist and success criteria for preceding with the cutover;
- County preparation activities required;
- Contingency and fallback plan should the transition fail.

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

Deliverable III.6 – VoteCal System Delivery of Source Code and Source Code Reviews

Contractor shall make available to SOS Project Manager (or designee) copies of source code developed or modified by the Contractor, in accordance with the Project Schedule after the code has passed review by Contractor's quality assurance process and successfully completed Unit Testing. If requested by SOS, the Contractor shall provide code walk-throughs on the Source Code on an ongoing basis throughout the life of the project. Contractor shall provide updated design documents that reflect changes to the system code during development and initial implementation.

Deliverable III.7 - Ongoing Project Tasks

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

Deliverable III.8 – Final Report for Phase III

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

PHASE IV – TESTING

Deliverable IV.1 – VoteCal System Pilot County Data Integration Completion and Report

Contractor shall perform data integration for those counties that have been chosen for the pilot and provide a VoteCal System Data Integration Report that documents all defects identified during integration and the integration effort in accordance with the Project DED, Project Management Plan and Integrated Project Schedule. Contractor shall work with SOS to resolve all defects and validate the integration. The Report will be discussed with SOS's team and others that may be impacted by the system defects. SOS will have final authority on the resolution and/or mitigation strategy for each problem. Contractor will iterate integration testing until all errors have been resolved. Finally, the report should identify "lessons learned" from the pilot county integration and how these should be addressed in future county integrations. At the completion of data integration the report will be finalized.

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

Deliverable IV.2 – VoteCal Acceptance Test Completion, Results and Defect Resolution Report

Contractor shall fully support the SOS VoteCal Acceptance Testing (implementation of the VoteCal System Acceptance Test Plan). The Contractor will also assist in developing and maintaining the System Acceptance Test Results Defect Resolution Report documenting the system acceptance testing activities, test scripts, all test activities, the results of those activities, identified hardware or software issues, resolution actions taken, and the current status of all outstanding test defects identified during testing.

The Acceptance Test shall include, but is not limited to, the following areas:

- System component functional testing;
- Interface testing;
- Regression testing;
- End-to-end testing;
- Stress and load testing;
- Performance testing;
- Backup and recovery.

Deliverable IV.3 – VoteCal System Documentation

Before pilot begins, Contractor shall develop and deliver to SOS the VoteCal System solution documentation to include:

- System Operations;
- System Technical Documentation;
- System Operational Recovery Procedures;
- System End User's Documentation;
- Help Desk Documentation;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the applications as implemented;
- Database schema and Data Dictionary;
- VoteCal System documentation;
- Application program interfaces;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures;
- System Maintenance Documentation.

The Contractor shall develop, provide and maintain documented help desk troubleshooting procedures for the VoteCal system and application environment as part of this deliverable, including help desk procedures that change due to application or program changes. Help Desk Procedures, including troubleshooting steps, must be available prior to the start of any pilot to serve as a guide for help desk staff.

Deliverable IV.4 - Ongoing Project Tasks

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

Deliverable IV.5 – Final Report for Phase IV

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

PHASE V – PILOT DEPLOYMENT AND TESTING

Deliverable V.1 – Develop VoteCal System Training Materials and Complete Training before the Pilot

Contractor shall develop the training materials and training curricula for the VoteCal System solution for SOS program staff (including investigators), SOS help desk staff (in time to support pilot), SOS technical system support staff and county users. Contractor will conduct initial training, as appropriate, to prepare the SOS staff for pilot testing. Contractor will train SOS program staff how to train county elections officials' staff (train the trainer approach) after which SOS staff will conduct training for county elections officials' staff in preparation for the pilot.

The Contractor shall provide application training to all SOS help desk personnel on the use of VoteCal and any contractor help desk software.

Training aids, manuals, quick reference guides and other training materials must be provided as part of the solution, and must:

- Reflect the solution as implemented;
- Be provided for each type of training needed;
- Be delivered to SOS in MS Office 2003 electronic format and on paper (one copy per student).

Deliverable V.2 – Conduct Pilot Testing and Provide Pilot Results Report

Contractor must conduct pilot testing of the selected pilot counties to appraise the data integration, training, help desk support, and deployment and operation processes and procedures. Contractor should consider conducting the pilot through a live election cycle if it does not extend project go live timeframe by more than three months. The integrity of the existing CalVoter system and its data, which is the current official list of registered voters, must be maintained throughout the pilot election. Contractor must establish success criteria and targets in each area (e.g., data integration, training, help desk support, and deployment and operation processes and procedures) before the pilot is underway. Contractor shall complete a VoteCal System Pilot Results Report document that provides documentation on all findings, issues, recommendations for system and process improvements, and other results of the Pilot. Contractor shall discuss this report with the VoteCal Project Manager and Project Director and update the VoteCal Acceptance Test Plan as appropriate.

Deliverable V.3 - Updated System, Documentation and Training Materials

All deficiencies and defects will be resolved and iteration testing conducted upon the System after pilot but before deployment. Contractor shall update and deliver to SOS an updated VoteCal System and documentation that changed as a result of actions taken in response to the pilot test results. This updated documentation could include the following, as appropriate:

- System Operations;
- System Technical Documentation;
- System Operational Recovery Procedures;

- System End User's Documentation;
- Training materials;
- Help Desk Documentation;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the applications as implemented;
- Database schema and Data Dictionary;
- Data integration approach;
- VoteCal System documentation;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures;
- System Maintenance Documentation.

Deliverable V.4 - Revised/Updated System Deployment Plan

Contractor must update the VoteCal System Implementation and Deployment Plan that was produced in Deliverable III.5 to address the findings and results of the pilot testing.

Deliverable V.5 - Ongoing Project Tasks

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

Deliverable V.6 – Final Report for Phase V

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

PHASE VI – DEPLOYMENT AND CUTOVER

Deliverable VI.1 – VoteCal System County Elections Staff Training Completed

Contractor shall assist SOS staff with conducting training of the VoteCal System county users in accordance with the Implementation Plan, approved Training Plan and Integrated Project Schedule. Contractor shall ensure training materials that reflect changes to system post-pilot were created sufficiently far in advance that SOS staff could train all remaining county elections officials' staff before county roll-out. Contractor shall, at the conclusion of the training, provide a list of the county staff trained in each county in preparation for deployment of the VoteCal System.

Deliverable VI.2 – Updated Training of SOS Staff

Contractor will conduct any updated training necessary as a result of findings from pilot testing to prepare the SOS staff, including technical, help desk and business training, for full deployment and production operation. Training shall cover the features, operation, and maintenance of the VoteCal system itself as

well as software tools (e.g., traceability management tools, monitoring tools, etc.) deployed to support operation and ongoing maintenance.

Deliverable VI.3 – VoteCal System Level 1 Help Desk Implementation and Support

Contractor must provide detailed written desktop procedures, policies, and full documentation for the VoteCal solution, and provide the SOS staff assigned to support the Level 1 Help Desk with full training to support the VoteCal system before pilot and refresh materials and training to represent changes as a result of pilot lessons learned. The help desk must be operational just prior to any pilot to support pilot counties.

The Contractor help desk support shall be staffed in response to election cycles. For the purposes of defining required help desk staffing for this deliverable, an “election period” is defined as all days falling between 75 calendar days prior to an election for state or federal office and 40 calendar days after that same election, inclusive. Contractor help desk staffing during an “election period” must provide live real-time response to calls for all calls received on business days between 8:00 a.m. and 8:00 p.m. Pacific Time. At all other times during an election period, the staffing level must be such that responses to calls are provided within one hour of call receipt.

For business days that are not within an election period as described in this paragraph, help desk staffing must ensure that calls between 8:00am and 5:00pm are returned within one (1) hour of call receipt. If the 1-hour response deadline for a received call falls outside the 8:00am - 5:00pm business day window, the call must be answered by 9:00am PST on the next business day.

The Contractor shall provide appropriate software to log, manage, escalate, and resolve help desk problems, requested changes, system issues, etc., identified by VoteCal users.

The Contractor shall be responsible for second-level (and above) help desk support. (SOS will be responsible for first level support of the application.)

The Contractor shall report initial problem receipt and problem resolution to the SOS help desk.

The Contractor shall provide help desk monthly status reporting including, but not limited to, help desk staffing, call volumes, call duration (average and peak), call times, peak usage, call types, quality issues, and recommendations and shall develop and provide standard help desk reports to SOS, including monthly operational statistics reports and weekly incident reports to ensure the vendor has met appropriate help desk service level agreements.

The Contractor shall supply information to the SOS help desk on problems or events, including but not limited to, problem description, start and end dates/times, actual or potential cause(s), corrective action taken, and future action required.

Deliverable VI.4 – VoteCal System Remaining County Data Integration Completed and Tested for Compliance and Successful Integration

Contractor shall complete data clean up and uploading of all EMS data for counties not included in the pilot testing in accordance with the Data Integration Plan. This must include full integration of all county registration data into a single statewide record for each registered voter.

Deliverable VI.5 – VoteCal System Final Deployment Report

Contractor shall conduct deployment of the VoteCal System in accordance with the Implementation Plan and Integrated Project Schedule. Contractor shall, at the conclusion of the deployment when all counties have been implemented, submit a VoteCal Deployment Report indicating that all deployment activities have been completed including status of all outstanding deliverables, outstanding deployment issues, and the project's progress toward supporting the strategic goals of the project.

Deliverable VI.6 – Ongoing Project Tasks

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

Deliverable VI.7 – Final Report for Phase VI

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

PHASE VII – FIRST YEAR OPERATIONS AND CLOSEOUT

Levels of service are defined in Statement of Work, Exhibits 4 and 5.

Deliverable VII.1 – Monthly Operations and Performance Reports

Contractor shall provide SOS with full VoteCal solution warranty, maintenance and technical support services, commencing when system is fully implemented to all counties. Contractor must provide the following during this phase on a continuing basis:

- Support the VoteCal System Help Desk with Level 2 Help Desk services;
- Provide Help Desk reports (e.g. number of calls received, types of calls, time to resolution, outstanding calls/issues);
- Monitor VoteCal system performance;
- Track reports of system errors, problems, and issues;
- Provide and manage an Issue log;
- Provide a change log of all outstanding and resolved changes;
- Provide an escalation process by which all reported problems can be managed until resolved.

The Bidder shall provide telephone and email help desk support for problem resolution and troubleshooting for the duration of the maintenance period, per terms of the SOS approved Help Desk Support Plan.

Deliverable VII.2 – VoteCal System Final Documentation

Contractor shall develop and deliver to SOS updated VoteCal System solution documentation in both hard copy and electronic format at the conclusion of the first year of warranty, maintenance and operation. The documentation should reflect the system as implemented at the end of this phase and should include:

- System Operations;
- System Technical Documentation;
- System End User's Documentation;
- Help Desk Documentation;
- System Technical Schematics;

- Updated General and Detailed System Design Documents to reflect the applications as implemented;
- Data Dictionary;
- VoteCal System documentation;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures;
- System Maintenance Documentation.

VoteCal documentation must also include complete system configuration and installation instructions so that all hardware and software components can be installed by an independent technician with appropriate skills.

VoteCal documentation must include complete records of all changes made to the system during the warranty, maintenance and operations period, including the specific change made and the reason for the change.

VoteCal documentation must include complete records of all incidents and problems reported or encountered during the warranty, maintenance and operations period, including the specific symptoms, the disposition of the problem, and reference to the specific documented changes that were made as a result of the problem.

VoteCal documentation must include complete records of the system availability and all outages to any delivered system component or function during the warrant, maintenance and operations period, with specific reference to any incident or problem reports associated with each outage.

VoteCal documentation must include a complete inventory of all hardware and software components, including manufacturer, model or version, and any options or customizations.

NOTE: The SOS will not be able to initiate contract with Contractor for ongoing maintenance and operation beyond the first year until this deliverable has been completed and accepted by SOS.

Deliverable VII.3 – Final SOS System Acceptance Sign-Off

Contractor shall present results of final system acceptance to VoteCal Project Manager, Project Director, and Executive Steering Committee for acceptance in accordance with the Project Management Plan and Integrated Project Schedule. Acceptance requires resolution of SOS concerns and agreement concerning resolution. The SOS Project Director, upon recommendation of the VoteCal Executive Steering Committee, with input from IV&V and IPOC, will make final acceptance.

Final system acceptance includes transferring all required licenses to the State at Full System Acceptance without additional cost to the State.

Deliverable VII.4 – Ongoing Project Tasks

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

Deliverable VII.5 – Complete Contract Implementation Close-Out

Contractor shall submit a report indicating that all closeout tasks are complete including status of deliverables and outstanding issues.

EXHIBIT 3

SAMPLE DELIVERABLE EXPECTATION DOCUMENT (DED)

For [Deliverable Title]

[This template provides a sample of the required contents of a deliverable expectation document. 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. 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 Request for Proposal, Statement of Work, and/or contract. 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. 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.]

EXHIBIT 4 VOTECAL

HARDWARE MAINTENANCE AND OPERATIONS AND TECHNICAL HELP DESK SERVICE LEVELS

This exhibit summarizes the service levels for maintenance and operations (M&O) and help desk services the Contractor must meet for the VoteCal system, including any platform software incorporated as part of the VoteCal. These expectations apply to the VoteCal statewide voter registration solution including all Contractor-supplied interfaces and points of integration between the two systems and with existing SOS applications and technical environments. This Exhibit applies to the entire term of the contract including Extended Solution Software Support if SOS exercises that option.

Maintenance and operations of the VoteCal technical environments begins with the last phase of the project which is referred to as the First Year of Operations and Closeout in Exhibits 2, and will continue for up to an additional five (5) years if the SOS exercises the option.

1. SERVICES CATEGORIES

The SOS service expectations fall into two categories:

a) Maintenance and Operations (M&O). M&O includes 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; 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.

   Contractor is responsible for ensuring that parts, trained staff and documentation are readily available so that hardware problems can be corrected within the time frames specified.

   These expectations apply to the entire solution Contractor provides – the VoteCal statewide voter registration solution including all Contractor-supplied hardware, platform software, interfaces, points of integration and technical environments.

   The Contractor will be responsible for maintaining the system's integration points with the SOS infrastructure; as well as any infrastructure components purchased under this contract; and for coordinating troubleshooting and resolution with SOS technical staff for problems that involve the infrastructure.

b) Technical Help Desk Support and Problem Escalation Service Levels. Contractor will provide Level 2 and above help desk support to the VoteCal solution. SOS will provide Level 1 support for state and county users of the VoteCal solution.

   Level 2 and above help desk services include: 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/escalation; and problem documentation, tracking and reporting. Once a problem is escalated from Level 1, Level

2 is responsible for problem coordination among all levels and for reporting status to project and/or operational management.

2. MAINTENANCE AND OPERATIONS

1) Hardware and Platform Software Support. "Hardware and Platform Software Support" applies to all Contractor-supplied components of the technical environments and to the interfaces with state and county technical environments. Hardware support includes providing manufacturer-recommended upgrades and preventative maintenance services, performance and capacity monitoring, problem analysis and troubleshooting, issue resolution and escalation, and problem documentation and reporting in a manner which sustains and ensures the delivered solutions meet service level expectations. Platform software support includes: troubleshooting and resolving problems 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 system security or by manufacturer limitations of support for currently installed version.

   a) Contractor must perform all manufacturer-recommended hardware preventive and routine maintenance according to manufacturer specifications, guidelines and recommendations, including:

      - physical maintenance such as lubrication and cleaning,
      - replacement of consumable and wearable parts such as belts and filters,
      - installation of firmware upgrades, and
      - configuration changes recommended by the manufacturer.

   b) Contractor must perform all routine configuration and maintenance to maintain system stability and performance, (e.g., database reorganization and indexing tasks, load-balancing configuration, etc.)

   c) Contractor must diagnose and repair any failure of any system hardware component, within timeframes necessary to meet specified service levels in this Exhibit, as well as the performance, availability and continuity of operations requirements specified in the RFP, Section VI Requirements.

   d) 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 system to normal operation after correction of the failure condition.

   e) On a semi-annual basis, as well as within 120 days 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.

2) Backup and Recovery. Contractor must provide processes and systems to ensure that data, applications and configurations stored on system 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:

   a) Monitoring logs and backup outputs to ensure that error conditions are detected and corrected;

b) Verifying backup processes are complete and correct following system hardware, software or configuration changes; and

c) Periodically using backups to load and verify the operation of a suitable test system environment.

3) Responding to Reported Problems.

a) Contractor must correct all problems impacting conduct of an election and all severity one and severity two problems reported by SOS to the Contractor during the period of contracted software support.

b) **Impacting Upcoming Election**. Contractor must correct, or provide an acceptable workaround within 24 hours of report by SOS, for all problems that may adversely affect the conduct of an election scheduled within 120 days of the date reported, or that threaten the integrity of related data.

c) **Severity One (no impending election).** Contractor must complete the correction, or provide a SOS-approved workaround, of all severity one problems within five (5) working days of report by SOS. If a workaround is approved for immediate resolution, Contractor must permanently correct the problem within 20 working days. "Severity One problems shall include:

i) Problems that prevent use of functionality required in the VoteCal RFP, Section VI, and for which no SOS-approved workaround has been identified that does not impact workflow unacceptably, and

ii) Security vulnerabilities identified by the State or SOS Information Security Officers or by the platform product manufacturer.

d) **Severity Two.** Contractor must complete the correction or provide a SOS-approved manual or automated workaround for all severity two problems within 20 working days of report by SOS. "Severity Two problems" shall include 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.

4) Security. The Contractor must ensure that the VoteCal system operate securely, by:

a) Scanning the system, at least monthly, to ensure that vulnerabilities are identified and addressed.

b) Scanning the system using automated security scanning tools following introduction of VoteCal application system 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, system documentation, network addresses and topology, and security-related procedures.

5) Change Management and Documentation. Contractor must conform to the approved VoteCal processes and procedures for change management, including:

a) 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 days before and ending 30 days after any statewide election);
b) Providing specified notice of proposed changes;

c) Providing detailed installation, testing and backup changes for changes designated as high-risk or high-visibility by SOS management; and

d) Maintaining documentation of all changes to hardware, software, procedures, and written documentation, including the date and time, nature, reason, purpose, and outcome of all changes, along with a detailed description of the specific change made.

6) 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;

b) Contractor must monitor system resource utilization to identify requirements for system augmentation and/or file content maintenance to prevent problems 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 problems in a timely basis.

3. TECHNICAL HELP DESK SUPPORT AND PROBLEM ESCALATION SERVICE LEVELS

1) Contractor must provide 24/7 Level 2 technical help desk support for problems related to the VoteCal operational environments, including hardware and platform software. Contractor's help desk support must ensure that the SOS help desk can report system problems on a 24/7 basis, and that the required service levels for Contractor support and problem escalation are met.

2) Contractor must ensure that SOS help desk receives a callback from a technician trained to perform Level 2 support of the VoteCal solution

a) within 15 minutes during prime-shift (M-F 7:00am - 7:00 pm);

b) within 15 minutes, 24 hours per day, 7 days a week, during the 45 days prior to, and 30 days after, all statewide elections;

c) for counties conducting a local election, within 30 minutes outside of the prime shift for the period from 45 days prior through to 30 days after that election; and

d) within one hour at all other times.

3) If the problem reported involves the inability to use all or part of the system, the Contractor must restore service within two hours.

4) If service is not restored within two hours, the contractor must provide telephone access to Level 3 support—either Contractor development staff familiar with the VoteCal application system software or platform software technical support—within one additional hour.

5) If the problem involves an outage that may be caused by hardware, the Contractor must ensure that a qualified technician, with parts, training and familiarity with the system, is onsite within two hours. The Contractor must maintain parts, trained staff and documentation so that hardware problems can be corrected within four hours of notification.
6) Contractor must provide contact information so that SOS staff may escalate problem reports through at least three levels of service management on a 24/7 basis.

7) Contractor must provide SOS the ability to view the description, status, actions taken and planned, and resolution for all problems reported to the Contractor.

8) Contractor must provide summary reports for all problems reported, resolved and outstanding at the end of each month and year.

4. SOS RESPONSIBILITIES

1) SOS will be responsible for facilities support of the SOS raised-floor server site, including:

   a) Provision of suitable utility electric power, including power distribution.

   b) Sufficient chilled air to cool all installed equipment to within manufacturer's specifications.

   c) Physical security, access control and surveillance.

   d) Power outage, temperature exception, and water detection and alerting.

   e) Fire alarm and suppression systems.

2) SOS will provide suitable workspaces onsite for up to six (6) Contractor personnel, including furnished cubicles, electrical power, telephone, and Internet access.

3) SOS will provide Level 1 help desk services.

4) SOS will provide M&O and platform software support for all aspects of the existing technical infrastructure utilized by the VoteCal solutions.

EXHIBIT 5

VOTECAL APPLICATION SOFTWARE SUPPORT AND HELP DESK SERVICE LEVELS

This Exhibit summarizes the service levels for application software support and help desk services the Contractor must meet for the VoteCal system, including any platform software incorporated as part of the VoteCal solution. These expectations apply to the VoteCal statewide voter registration solution including all Contractor-supplied interfaces and with existing SOS applications and technical environments.

This Exhibit applies to the entire term of the contract including Extended Solution Software Support if SOS exercises that option.

1. EXTENDED VOTECAL APPLICATION SOFTWARE SUPPORT

1) Responding to Required Changes in Platform Environments. Contractor must ensure the continued integrity and performance of the delivered solution when changes are required within the Platform environment. "Required Changes to Platform Environment" includes all patches, revisions, extensions or configuration changes designated as mandatory or security-related by the manufacturer. This is accomplished by:

   a) Determining, through testing, the impact of required Platform changes on VoteCal application integrity, security, performance, and functionality;

   b) Modifying or replacing the VoteCal application software components as necessary to ensure that the solution continues to operate as specified within the revised Platform environment;

   c) Completing such testing and any required modification or replacement of the application software within 30 days of general release of required Platform changes or as directed by SOS; and

   d) Complying with SOS-approved VoteCal Release Management procedures for scheduling, staging, back-out and post-release monitoring.

2) Responding to Updates or Replacement of Platform Software. Contractor must ensure the continued integrity and performance of the delivered solution when Platform software versions are updated or products are replaced. "Required upgrades or replacements to Platform software products" includes any upgraded or successor product to an installed product for which the manufacturer will cease or limit support during the contracted solution software support period. This is accomplished by:

   a) Determining, through testing, the impact of Platform software updates or replacement on VoteCal application integrity, security, performance, and functionality;

   b) Modifying or replacing the software application components as necessary to ensure that the application software continues to operate as specified within the revised Platform software environment;

   c) Completing such testing and any required modification or replacement of the application software before support of the Platform software ends or is limited, or as directed by SOS Change Control; and

d) Complying with the accepted VoteCal Release Management procedures for scheduling, staging, backout and post-release monitoring.

3) Responding to Reported Problems.

a) Contractor must correct all problems impacting conduct of an election and all severity one and severity two problems reported by SOS to the Contractor during the period of contracted software support.

b) **Impacting Upcoming Election.** Contractor must correct, or provide an acceptable workaround within 24 hours of report by SOS, for all problems that may adversely affect the conduct of an election scheduled within 120 days of the date reported, or that threaten the integrity of related data.

c) **Severity One (no impending election).** Contractor must complete the correction, or provide a SOS-approved workaround, of all severity one problems within five (5) working days of report by SOS. If a workaround is approved for immediate resolution, Contractor must permanently correct the problem within 20 working days. "Severity One problems shall include:

i) Problems that prevent use of functionality required in the VoteCal RFP, Section VI, and for which no SOS-approved workaround has been identified that does not impact workflow unacceptably, and

ii) Security vulnerabilities identified by the State or SOS Information Security Officers or by the Platform product manufacturer.

d) **Severity Two.** Contractor must complete the correction or provide a SOS-approved manual or automated workaround for all severity two problems within 20 working days of report by SOS. "Severity Two problems" shall include any problem that prevents use of functionality required VoteCal RFP, Section VI, for which a SOS-approved manual or automated workaround has been identified.

4) VoteCal Application Source Code. The Contractor must provide replacement source code for any supported component of the VoteCal application modified or replaced to meet the requirements of this contract, along with full instructions for installing that replacement source code into production use.

5) Security. The Contractor must ensure that the VoteCal solution application operate securely by:

a) Verifying security provisions within the application code and interfaces are maintained and are operational after solution modification;

b) Ensuring the confidentiality of sensitive material, including passwords, system and database documentation, and security-related procedures.

6) Change Management and Documentation. Contractor must conform to approved VoteCal processes and procedures for change management, including:

a) 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 days before and ending 30 days after any statewide election);

b) Providing specified notice of proposed changes;

c) Providing detailed installation, testing and backout procedures for changes designated as high-risk or high-visibility by SOS management; and

d) Maintaining documentation of all changes to application software, procedures, and written documentation, including the date and time, nature, reason, purpose, and outcome of all changes, along with a detailed description of the specific change made.

2. SOLUTION SOFTWARE HELP DESK SUPPORT AND PROBLEM ESCALATION SERVICE LEVELS

1) Contractor must provide 24/7 Level 2 technical help desk support for problems related to the VoteCal applications, including logical interfaces with external entities. Contractor's help desk support must ensure that the SOS help desk can report system problems on a 24/7 basis, and that required service levels for support and problem escalation are met.

2) Contractor must ensure that SOS help desk receives a callback from a technician trained to perform Level 2 support of the VoteCal applications:

   a) within 15 minutes during prime-shift (M-F 7:00am - 7:00 pm);

   b) within 15 minutes 24 hours per day, 7 days a week, during the 45 days prior to, and 30 days after, all statewide elections;

   c) for counties conducting a local election, within 30 minutes outside of the prime shift for the period from 45 days prior through to 30 days after that election;

   d) within one hour at all other times.

3) If the problem reported involves the inability to use all or part of the VoteCal application, the Contractor must restore service within 2 hours.

4) If service is not restored within two hours, the Contractor must provide telephone access to Level 3 support (i.e., Contractor development staff familiar with the solution application(s)) within one additional hour.

5) Contractor must provide contact information so that SOS staff may escalate problem reports through at least three levels of service management on a 24/7 basis.

6) Contractor must provide SOS the ability to view the description, status, actions taken and planned, and resolution for all problems reported to the Contractor.

7) Contractor must provide summary reports for all problems reported, resolved and outstanding at the end of each month and year.

3. SOS RESPONSIBILITIES

1) SOS will be responsible for facilities support of the SOS raised-floor server site, including:

   a) Provision of suitable utility electric power, including power distribution.

   b) Sufficient chilled air to cool all installed equipment to within manufacturer's specifications.

c) Physical security, access control and surveillance.

d) Power outage, temperature exception, and water detection and alerting.

e) Fire alarm and suppression systems.

2) SOS will provide suitable workspaces onsite for up to six (6) Contractor personnel, including furnished cubicles, electrical power, telephone and Internet access.

3) SOS will provide Level 1 help desk services.

4) SOS will provide M&O and platform software support for all aspects of the existing technical infrastructure utilized by the VoteCal solutions.

ATTACHMENT 2 – IT General Provisions

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 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.

b) **"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.

c) **"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.

d) **"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.

e) **"Buyer"**
means the State's authorized contracting official.

f) **"Commercial Software"**
means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

g) **"Contract"**
means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

h) **"Custom Software"**
means Software that does not meet the definition of Commercial Software.

i) **"Contractor"**
means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

j) **"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.

k) **"Data Processing System (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.

l) **"Deliverables"**
means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.

m) **"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.

n) **"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.

o) **"Equipment"**
is 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).

p) **"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.

q) **"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.

r) **"Goods**
means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

s) **"Hardware"**
usually refers to computer Equipment and is contrasted with Software. See also Equipment.

t) **"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.

u) **"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.

v) **"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.

w) **"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.

x) **"Maintenance Diagnostic Routines"**
means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

y) **"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.

z) **"Mean Time Between Failure (MTBF)"**
means the average expected or observed time between consecutive failures in a System or component.

aa) **"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.

bb) **"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.

cc) **"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.

dd) **"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.

ee) **"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.

ff) **"Preventive Maintenance"**
means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

gg) **"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.

hh) **"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.).

ii) **"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.

jj) **"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.

kk) **"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.

ll) **"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, and Program Products.

mm) **"Software Failure"**
means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

nn) **"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.

oo) **"System"**
means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

pp) **"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 U.S. patents.

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 General Provisions – Information Technology (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) 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 within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be

final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

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 delivery of the goods or services in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially 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 will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial 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.

b) 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 Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.

c) Unless otherwise specified in the Statement of Work:

i) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

ii) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) 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.

d) 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.

e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:

i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or

ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."

f) 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.

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 the clause entitled "Limitation of Liability"). 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."

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 therefore.

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, shall be limited to two times the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.

b) The foregoing limitation of liability shall not apply (i) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (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 personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. 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, 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)(i), b)(ii), b)(iv) 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 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 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. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. 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) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.

b) 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") does not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.

c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.

d) 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) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

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, without prior written consent of the Contractor, 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 permitted access to licensed software and other proprietary data to satisfy its 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. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

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 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 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 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 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

The Information Technology Purchase Special Provisions dated 02/08/07 are incorporated into this contract.

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 Information Technology Purchase Special Provisions dated 01/21/03 are incorporated into this contract. 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 Information Technology Personal Services Special Provisions dated 02/08/07 are incorporated into this contract. 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 Exhibit 1 – Work Authorization Sample.

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. DEFINITIONS: The following terms shall be given the meaning shown, unless context requires otherwise.

a) "Acceptance Criteria" means the subset of Specifications against which each Deliverable or Service shall be evaluated and which are described in DEDs.

b) “Certification” means the State’s receipt of notice and, if requested by State, full supporting and written documentation (including without limitation test results) from Contractor that Contractor has, as applicable: completed a Deliverable or Service in accordance with its Acceptance Criteria or pre-tested a system for compliance with the applicable Specifications; and confirmed that the Deliverable, including but not limited to the VoteCal Solution, is ready for applicable Acceptance Tests and/or implementation.

c) "DED" means a Deliverable expectation document, which contains applicable Acceptance Criteria for a Deliverable or Service.

d) "Deficiency" means a failure of a Service or Deliverable or an omission, defect or deficiency in a Service or Deliverable, which causes it not to conform to its applicable Specifications.

e) "Software Failure" means a malfunction in the Contractor-supplied Software which prevents or impairs the accomplishment of work or a failure to meet or perform in accordance with Specifications.

f) “Specifications” means the technical and other written specifications and objectives that define the requirements and/or acceptance criteria, as described in the RFP, Documentation and subsequent Deliverables which have received Acceptance. Such Specifications shall include and be in compliance during the term with all performance standards, service level agreements, warranties, and applicable state and federal policies, laws, and regulations. The Specifications are, by this reference, made a part of this Contract, as though completely set forth herein.

g) "Work Plan" means the overall plan of activities for the delivery of Services and Deliverables, and the delineation of tasks, activities and events to be performed and Deliverables to be produced with regard thereto, as provided in accordance with this Contract.

2. INSPECTION, ACCEPTANCE AND REJECTION:

a) Contractor shall provide State with the Deliverables and Services on or before the applicable delivery dates in the Work Plan, as mutually agreed upon in writing and described in this Contract. Contractor shall utilize the Specifications, the DEDs, the Project Plan, the RFP, the Contractor's Proposal, the Deliverables for which State has previously granted Acceptance, Contractor’s professional knowledge, and this Contract as the basis of subsequent Deliverables and Services.

b) All Deliverables and Services shall be subject to State’s Acceptance, including without limitation Deliverables and Services provided pursuant to Work Authorizations, System Change Authorizations and Technical Service Requests. At the State’s request,

Contractor shall provide a walk-through of a Deliverable or Service prior to delivery or Acceptance thereof, notwithstanding the absence of a requirement as such in a definition document. The State's review of Deliverables and Services shall be in accordance with the time frames established therefor in the Work Plan.

c) Upon delivery of a Deliverable or Service and receipt of Certification from Contractor that the Deliverable or Service meets its Acceptance Criteria, State will, with Contractor's assistance, promptly review or perform Acceptance Tests on the Deliverable or Service, as applicable, to determine whether the Deliverable or Service conforms to its Acceptance Criteria. State will provide Acceptance for a Deliverable or Service if it has no Deficiencies**.**

d) If a Deficiency is found, State will notify Contractor in an email or other document of the deficiencies used as grounds for State's decision not to give Acceptance. Contractor shall correct Deficiencies and resubmit a corrected Deliverable to State or re-perform a Service for State which will review or perform Acceptance Tests to verify whether the Deliverable or Service lacks Deficiencies and in writing shall either give its Acceptance or reject it following such review or Acceptance Tests. Contractor's times for correcting Deficiencies and State's reviews shall be in accordance with the timeframes set therefor in the Work Plan. If time periods for correcting Deficiencies by Contractor and reviewing and retesting corrected Deliverables or Services are unspecified, each such time period shall be ten business days.

e) If Contractor is unable to correct all Deficiencies in the Deliverable or Service within the number of days of the Deliverable's Certification as required in the Work Plan, or if no such date is in the Work Plan, within 30 calendar days from such Certification, State may, at its option: (a) immediately reject the Deliverable or Service and terminate in accordance with Attachment 2 – IT General Provisions, Paragraph 23(a); (b) request Contractor to provide a replacement Deliverable or Service for further Acceptance Tests; (c) set-off from the Purchase Price to the extent State determines the Deficiencies for the Deliverable or Service have not been corrected and provide Acceptance for the Deliverable or Service; or (d) continue performing Acceptance Tests on the Deliverable or Service and require Contractor to continue until Deficiencies are corrected.

f) Notwithstanding anything to the contrary in the IT General Provisions, if the State does not provide such notice of rejection within the time period in the Work Plan or, if no such time is in the Work Plan, within 30 calendar days of Certification, such Deliverables and services will be deemed to have been rejected, and acceptance by the State will not be final and irreversible, including but not limited to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

g) In addition to its other remedies, if Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations hereunder, the State shall have the right to withhold any and all payments due hereunder without penalty or work stoppage by Contractor until such failure to perform is cured.

h) Contractor shall submit a DED to the State for each Deliverable due under the Contract. The DED for each Deliverable is itself a Deliverable and is due for delivery to the State in accordance with the terms of the Work Plan. Contractor shall gain the State's Acceptance of the DED before starting work on the Deliverable described therein. For each DED, the parties will agree on Acceptance Criteria based on the Specifications during the course of the Project. Each DED will contain the following:

(i) An annotated outline of the Deliverable, table of contents, sample format and sample pages and general description of the information that will be contained in the Deliverable.

(ii) Time frames for activities related to the Deliverable, including without limitation dates for the Deliverable consistent with the Work Plan;

(iii) Proposed State review timeframes for the Deliverable consistent with the Work Plan;

(iv) Contractor correction time frames for the Deliverable; and

(v) Acceptance Criteria which are consistent with the requirements of this Contract, prior Deliverables and communications between the parties.

i) Unless otherwise permitted by the Work Plan, work on subsequent Deliverables may not proceed prior to the State's formal Acceptance of the preceding Deliverables. However, if Contractor proceeds with work on subsequent Deliverables prior to such Acceptance of preceding Deliverables, with or without the State's approval, Contractor shall proceed with such work at Contractor's sole risk and understanding Contractor may need to repeat previously performed Work without payment therefore by the State.

j) In the event of a contradiction, conflict, ambiguity or inconsistency in or between Deliverables or Services and other documents comprising this Contract, including without limitation a Deliverable that has already received Acceptance, any such contradiction, conflict, ambiguity or inconsistency shall be resolved in favor of the latest State-approved Deliverable except in the case where a previous documented requirement is inadvertently omitted or not addressed directly in a subsequent Deliverable. No requirements can be omitted from the Specifications without the written consent of the State Project Manager.

k) Contractor shall be responsible for training identified State and County staff on all aspects of the VoteCal Solution. While constructing and developing the Deliverables, and during Acceptance Tests, Contractor shall demonstrate and provide information to staff designated by State about the functions and operations of the VoteCal Solution in accordance with the applicable Specifications and the Work Plan. The State's training Acceptance Tests shall not be considered concluded until all identified staff are successfully trained and the VoteCal Solution knowledge transfer and VoteCal Solution operations transition has occurred in accordance with the Specifications.

l) The initial Work Plan shall be comprised of Contractor's Work Plan in the proposal submitted in response to the RFP. This initial Work Plan shall be revised by Contractor to reflect Project changes since Contractor's initial submission. Contractor shall deliver the revised Work Plan, which shall be a deliverable, to the State Project Manager for State's review not later than 30 calendar days after the Effective Date. In the event of failure of the parties to agree upon this Work Plan and/or of State to give its Acceptance thereof within 45 calendar days of the Effective Date, State may invoke its right to immediately terminate this Contract.

m) Contractor shall provide updates to the Work Plan at least weekly and as otherwise necessary throughout the Project to accurately reflect the status of activities, tasks, events, Services, and projected completion dates for such activities, tasks, events and Services. Any such update changes must be agreed upon by State prior to their final incorporation into the schedule in the Work Plan. However, unless otherwise specifically agreed to in writing, State's agreement on a change to the Work Plan shall not relieve Contractor of liability for liquidated damages and other damages arising from such failures to perform its

obligations as required herein. Contractor shall maintain updated copies of the Work Plan in a common server drive accessible by State.

n) The Work Plan schedule shall not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed beforehand in writing by State. However, the schedule may, in State's discretion, be extended on a day-to-day basis to the extent that State's review of a Deliverable and review of corrections of Deficiencies in accordance with the Acceptance process is longer than described in the Work Plan. Contractor shall continue to perform its obligations that are not affected by State review and shall mitigate any impact on Contractor from such delays caused by State, e.g., redirecting its Staff to perform other tasks, to the extent reasonably possible. To the extent it cannot redirect Staff and mitigate such impacts, then an adjustment, if any, to the Schedule will be made, if appropriate, based upon the State Project Manager's reasonable consideration of all relevant circumstances, including but not limited to Contractor's opportunity and efforts to mitigate the effect of the impact and if State's failure to perform is not due to an event described in Attachment 2 – IT General Provisions, Paragraph 24 (Force Majeure).

3. WARRANTIES:

a) Contractor represents and warrants that each Deliverable, including without limitation the VoteCal Solution, shall be free from defects in material and workmanship and shall conform to its applicable Specifications following its Acceptance and during the term of the Contract. Where the parties have agreed to design Specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Contract directly or by reference, Contractor will warrant that its Deliverables provide all functions required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Commercial Software will also perform in accordance with its license and accompanying Documentation. Contractor also warrants that any Third-Party Software proposed in the Proposal for use by the State, as integrated into the VoteCal Solution, shall perform the functions described in the applicable Specifications.

b) Contractor shall trace the cause of the Deficiencies in the Deliverables or Services, promptly repair or replace each of the Deliverables or promptly re-perform a Service that does not meet its Specifications or is in breach of the warranties described herein, and shall take the lead on contacting Service Partners and other third parties (including Third Party Software licensors) and coordinating the work required to correct the Deficiency or create a workaround to resolve the Deficiency, including those Deficiencies caused by Third Party Software, at no additional charge during the term of the Contract. The State's approval of designs or Specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

c) Should the State in its sole discretion consent, Contractor shall refund all amounts paid by the State for the nonconforming Deliverable or Service and for any other Deliverable that is impacted or affected by the nonconforming Deliverable or Service and pay to the State any additional amounts necessary to equal the State's cost to cover, i.e., the cost, mitigated in accordance with applicable law, of procuring substitute Deliverables or Services of equivalent capability, function, and performance. Notwithstanding anything to the contrary in the IT General Provisions, the remedies therein and in these Special Provisions shall not be the State's sole and exclusive remedies and Contractor's sole obligations for breaches of the warranties in the Contract.

d) Contractor does not warrant that all Software provided hereunder is error-free. Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (1) a modification to the VoteCal Solution by State where such modification

was not made pursuant to the Documentation or Contractor's guidance, instruction, training or recommendation, (2) use of Software in combination with or on products other than in accordance with Documentation or Contractor's guidance, instruction, training or recommendation, (3) the act or omission of non-Contractor employees or subcontractors to the extent that the occurrence of such act or omission was not due to the Documentation or Contractor's guidance, instruction, training or recommendation, (4) malfunction of Equipment not under the control of Contractor or (5) misuse by the State.

e) Where Contractor resells Equipment or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.

f) Contractor warrants that each copy of the Software provided by Contractor is and will be free from physical defects in the media that tangibly embodies the copy. Contractor shall replace, at Contractor's expense including shipping and handling costs, any Software provided by Contractor that does not comply with this warranty.

g) Contractor represents and warrants that it has the full power and authority to grant to State the rights described in this Contract without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor. Contractor further represents and warrants that the person executing this Contract for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Contract, and that all requirements of Contractor have been fulfilled to provide such actual authority.

h) Contractor warrants that:

(i) It shall perform all Services required pursuant to this Contract in a professional manner, with high quality in accordance with the software development and implementation industry;

(ii) It shall give high priority to the performance of the Services; and

(iii) Time shall be of the essence in connection with performance of the Services, i.e., Contractor must strictly adhere to the mutually agreed upon schedule for performance of Services as set forth in the Work Plan.

4. OTHER PROVISIONS RELATED TO OPERATIONS OF THE AGENCY:

a) HAVA funds can only be used for the purposes for which the HAVA funds are made;

b) No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.

c) The provisions of the federal Hatch Act shall apply to employees working for state and local entities receiving HAVA funds. The Hatch Act may be reviewed at

http://www.osc.gov/documents/hatchact/ha_sta.pdf

d) Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

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

f) Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of Contractor;

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

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

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

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

k) Incompatible Activities - Secretary of State Policy Regarding Political Activity in the Workplace

l) The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

m) No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition

shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

n) No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

o) No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

p) No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

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

r) No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

s) No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

t) No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

u) No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

v) An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

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

5. RIGHTS:

a) Deliverables.

(i) The State shall own all right, title and interest in and to the Deliverables, including without limitation the Software (excluding Commercial Software for which ownership is not subject to sale). Contractor shall take all actions necessary to transfer ownership of all right, title and interest in and to the Deliverables to the State upon their Acceptance.

(ii) As used herein, "Product" includes all products of services performed under this Contract, including without limitation the Deliverables and Data, and excluding (1) Contractor's administrative communications and records relating to this Contract and (2) the ideas, concepts, or know-how identified in sub-section c). All Products shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Contractor agrees to assign, and hereby assigns, all copyright in such work to the State.

b) Pre-Existing Materials. Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") are not subject to the ownership provision of previous sub-section. However, if Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract will be subject to the ownership and licensing provisions of the previous paragraph.

c) Ideas, Concepts, or Know-how. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.

d) Contractor shall, at the expense of the State, assist the State or its nominees to obtain registrations of copyrights, trademarks, or patents, and other rights for all such works in the United States and any other countries. Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country trademarks, copyrights, and patents, and other rights, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Contractor also agrees to waive and not assert any moral rights it may have in any such works.

6. LIMITATION OF LIABILITY:

Notwithstanding anything to the contrary in the IT General Provisions:

a) Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort (including negligence), shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price, i.e., the amount designated as such on Standard Agreement page 1, STD 213.

b) The foregoing limitation of liability shall not apply (i) to liability under the IT General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party

intellectual property rights; (ii) to claims covered by any specific provision in this Attachment 6 or the IT General Provisions calling for liquidated damages or indemnification; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible or intangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action or (v) to Contractor's breaches of its confidentiality obligations.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort (including negligence), shall be limited to the Purchase Price, as that term is defined in subsection a) above, although nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, or special damages, even if notification has been given as to the possibility of such damages, except: (i) to the extent that Contractor's liability for such damages is specifically set forth in this Statement of Work; or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b) above.

e) If the State terminates the Agreement as provided above in this section, Contractor shall return to State all amounts paid by State for the rejected Deliverable and Service and other Deliverables returned by the State.

7. INDEMNIFICATION:

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible and intangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditioned upon the following:

a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations at Contractor's expense.

8. DISPUTES:

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions, and the State shall have the right to exercise its remedies. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 calendar days following the date of the final decision or one year following the accrual of the cause of action, whichever is later.

9. TERMINATION OF STATE.

a) Except when federal or State legislative action or inaction has resulted in a failure to pay amounts due the Contractor under the Contract or when the State is exercising its rights and remedies under the Contract, Contractor may terminate this Contract as of a date specified in the notice of termination, by giving notice to the State, if the State fails to pay Contractor material amounts on undisputed invoices when due under the Contract within 90 calendar days of receipt of notice from Contractor of the failure to make such payments. Contractor shall not have the right to terminate the Contract for the State's breach of the Contract except as provided in this Section.

b) Upon the expiration of this Contract or the termination of this Contract for any reason, State's rights to the Contractor Technology will be as follows:

(i) Unless otherwise agreed to between the parties as part of a turnover plan, Contractor will provide State or its designee a license to use and reproduce for the State's internal purposes Pre-Existing Materials and provide technical and professional support and maintenance support;

(ii) State will have use of the Pre-Existing Materials at no cost; and

(iii) Contractor's rates for the technical and professional support and maintenance support services addressed above will not exceed the lesser of:

(1) Reasonable and customary rates for such services; or

(2) Contractor's rates for comparable services for other customers.

c) Upon expiration of the Contract or Contractor's receipt of notice of termination of the Contract by State, Contractor will provide any transition assistance Services necessary to enable State or its designee to effectively close out the Contract and move the work to another vendor or to perform the work by itself. Within ten calendar days of receipt of the notice of termination, Contractor shall provide, in machine readable form, an up to date, usable copy of the data in a format as required by State and a copy of all documentation needed by State to utilize the data. Contractor will ensure that all consents or approvals to allow Contractor and its Subcontractors to provide the assistance required following termination or expiration have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to State.

Glossary of Terms

TERM/ACRONYM	DEFINITION
Accept and Apply	In VoteCal, the process of receiving and validating data, and incorporating the data into the VoteCal database.
ADA	Americans with Disabilities Act
Address Library	The stored data for a county that (a) identifies all potential standard addresses and whether the address is eligible as a residence address for voter registration and (b) the associated home precinct for that residence. This data is used to assign all new registered voters and re-registered voters with an address change within that county to a home precinct.
Antivirus	Antivirus software is a type of application that will protect VoteCal from viruses, worms and other malicious code. The antivirus programs should monitor traffic while you surf the Web, scan incoming email and file attachments and periodically check all local files for the existence of any known malicious code.
Application System Software	Software developed or adapted to work with platform software and hardware to solve a specified and unique set of business and technical requirements for a customer. See also Platform 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)
Ballot Style	A unique combination of contests that define a particular ballot, making it unique from all other ballots within the jurisdiction. (A unique ballot style may be used by more than one precinct. Similarly, in a Primary Election there may be more than one ballot style associated with a particular precinct to accommodate the various partisan voters.)
Calvoter	Calvoter Statewide Voter Registration and Election Management System, the current SOS system and application used to collect and compile voter registration data from all 58 counties.
CAN	Change of Address Notification

TERM/ACRONYM	DEFINITION
Canvass	The public process of processing and tallying all ballots received in an election, including, but not limited to, provisional ballots and vote-by-mail ballots. The canvass also includes the process of reconciling ballots, attempting to prohibit duplicate voting by vote-by-mail and provisional voters, and performance of random auditing to verify the integrity of the vote results.
CASS	U.S. Postal Service Coding Accuracy Support System
CDCR	California Department of Corrections and Rehabilitation
CDPH	California Department of Public Health
COA	Change of Address
COEMS	DTS Gold Camp Campus co-location facility Customer-owned Equipment Managed Service
Confidence Level of Match	A value assigned to matching criteria for a particular matching process to approximate the likelihood that the match is valid.
Confidential Voters	Those voters who register under the provisions of EC §2166, 2166.5 & 2166.7, for whom parts of their voter registration data is confidential and may not be publicly released, and may only be displayed or printed for authorized VoteCal users with appropriate privileges.
COTS	Commercial-off-the-Shelf
CVRDB	The core database application for the Calvoter system. The CVRDB is a proprietary database application owned and licensed by Election Systems & Software (ES&S).
DBMS	Database Management System (e.g. Oracle, Sybase)
Defense in-depth	Also called in-depth security, the principle of using a layered approach to network security to provide even better protection for your computer or network. In-depth security uses layers of different types of protection from different vendors to provide substantially better protection. (See link article for additional information)
Deliverable Expectation Document	A Deliverable Expectation Document (DED) describes the contractor's proposed approach to preparing a deliverable, including the methodology, format, content and level of detail. This document is prepared by the contractor prior to beginning work on the deliverable and must be approved by the project.
Development Environment	A separate technical environment for use by multiple developers to write and develop code.
DFM Associates	Vendor that developed, licenses and supports EIMS, a county election management and voter registration system.
DGS	Department of General Services
DGSPD	Department of General Services Procurement Division

TERM/ACRONYM	DEFINITION
Disaster Recovery	Disaster recovery is the process, policies and procedures related to preparing for recovery or continuation of technology infrastructure critical to an organization after a natural or human-induced disaster. Disaster recovery is a subset of business continuity. While business continuity involves planning for keeping all aspects of a business functioning in the midst of disruptive events, disaster recovery focuses on the IT or technology systems that support business functions. The California CIO defines all recovery planning under the definition of Operational Recovery Planning in SAM section 4843.
DHCP	Dynamic Host Configuration Protocol software that automatically assigns IP addresses to client stations logging onto a TCP/IP network.
Diversity of design	Design Diversity is defined as the approach in which the hardware and software elements that constitute a system are not copied, but are independently designed to meet the system requirement. The ability of a system to continue the correct delivery of its service even in the case of error conditions or intrusions is of utmost importance for critical applications such as VoteCal.
DIMS	Vendor that developed, licenses and supports DIMS-NeT, a county election management and voter registration system.
DL/ID or DL#	DMV-issued California Identification Card number or California driver's license number.
DMV	Department of Motor Vehicles
DOB	Date of birth
Domicile County	The county in which a voter resides and is legally entitled to vote based on the voter's legal residence address.
E-60	60th day prior to the scheduled election
EC	Election Code
EIMS	Election Information Management System – the proprietary county election management and voter registration system developed, licensed and supported by DFM Associates.
Election Certification	At the conclusion of the Official Canvass, each county certifies the vote results for that county's election and that the election was conducted in accordance with law. Once each county has certified its election, the Secretary of State certifies the election results for State and Federal offices.
Election Period	The time period that includes all calendar days that fall between 75 calendar days prior to an election for state or federal office and 40 calendar days after that same election, inclusive.
EMS	Election Management System
ES&S	Election Systems and Software - Vendor that developed, licenses and supports LEMS, a county election management and voter registration system.
Exact match	Matches where all data in each criteria field are identical between matching records.

TERM/ACRONYM	DEFINITION
Executive Steering Committee	The SOS governance organization that acts as the decision making body for VoteCal.
External Stakeholders	Legislature, judicial districts, other state and local governmental agencies interested in voter registration information
EZA	Enterprise Zone Act
GCDC	Department of Technology Services Gold Camp Campus (formerly known as Teale Data Center)
GUI	Graphical User Interface
HAVA	Help America Vote Act of 2002
Home Precinct	The base precinct to which a voter is assigned such that all voters within that precinct are resident within the same political districts.
Intrusion Detection System (IDS)	An IDS (Intrusion Detection System) is a device or application used to inspect all network traffic and alert the user or administrator when there has been unauthorized attempts or access. The two primary methods of monitoring are signature-based and anomaly-based. Depending on the device or application used, the IDS can either simply alert the user or administrator or it could be set up to block specific traffic or automatically respond in some way.
IDV	Verification process used by DMV.
IE	Internet Explorer
IFB	Invitation for Bid
Integrated Project Schedule	An integrated project schedule reflects project tasks, durations, dependencies, and resources assigned for project tasks involving the vendor and SOS team. It will also show milestones for deliverables expected from external entities (vendors, other state agencies, local registrars, etc.). It provides a comprehensive view of what will occur, when, who is expected to do it, and how tasks relate to one another.
Interactive	Allows user to view and modify data in the VoteCal database directly on a real time basis.
IPOC	Independent Project Oversight Consultant
ITD	Information Technology Division (of SOS)
IEEE	Institute of Electrical and Electronics Engineers
Issue	A situation, problem, or an activity that has happened or is happening at present which impacts upon the approved Project Plan.
IV&V	Independent Verification and Validation
Jury Wheel	An extract of selected voters within a district, based on a specified selection formula that is provided to the courts for selection of potential jurors.
JWE	Jury Wheel Extract
LAMBRA	Local Agency Military Base Recovery Area
LDAP	Lightweight directory access protocol

TERM/ACRONYM	DEFINITION
LEMS	Local Elections Management System - the proprietary county election management and voter registration system developed, licensed and supported by ES&S.
Level 1 Call	Initial problem report and intake. A solution problem of any severity reported to a Level One Help Desk, including those that may be immediately escalated to Level 2.
Level 1 Help Desk	Problem report intake; issue triage, initial analysis and intervention and/or escalation; solution navigation and customer care and end user support related to business functionality. May also include maintenance of ticket status, problem diagnostic information, reporting, and user change coordination.
Level 2	Advanced Application and Technical Support. Intake of problems escalated as irresolvable from Level 1; additional problem diagnostics and analysis; application of monitoring, probe and other technical investigatory techniques; problem triage, intervention and/or resolution; coordination of problem response across expertise types (e.g., network, systems, database, application); problem referral and escalation; and problem documentation, tracking and reporting. Once a problem is escalated, Level 2 is responsible for problem coordination among all levels and for reporting status to Level 1, and operational management.
Level 3 and above	Technical Support – Expert Engineering Level. Intake of problems escalated from Level 2; additional problem diagnostics, analysis and correction requiring specialized expertise or access.
List Maintenance	In VoteCal, the process of verifying data for registered voters so that (a) address and other data is current and accurate and (b) the registration rolls are cleared of persons who are no longer eligible to vote.
Logical Architecture	Defines the processes (the activities and functions) that are required to provide the required services, which can be implemented via software, hardware, or firmware. The Logical Architecture is independent of technologies and implementations.
Mail-ballot voters	Voters who reside in a precinct that has been designated “all mail ballot”, for which there is no polling place to vote on Election Day and who must cast their ballot by mail.
Maintenance and Operations (M&O)	Operational and technical support services required for information technology environments. Includes performance, capacity and throughput monitoring; firmware patch and version installation, configuration and testing; change control and coordination; troubleshooting; problem resolution and escalation; routine cleaning and adjustment; replacement of expendables; upkeep of maintenance and repair records; and upkeep of inventory status, aging and system health statistics.
Major Qualified Political Party	Democratic and Republican parties

TERM/ACRONYM	DEFINITION
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, CDC felon data, etc) against existing registration data.
Minor Qualified Political Party	Political parties that have qualified to participate in primary elections and appear on the ballot, in accordance with EC §5100.
MOTS	Modified-off-the-Shelf
MPSR	Monthly Project Status Report
NCOA	National Change of Address
NVRA	National Voter Registration Act
OCIO	The Office of the State Chief Information Officer
Operational Recovery Planning	The management approved document that defines the resources, actions, tasks and data required to manage the technology recovery effort. Usually refers to the technology recovery effort. This is a component of the Business Continuity Management Program.
Orphan Precinct	A precinct that is not assigned to the required political districts, including US Congressional, State Senate, State Assembly, Board of Equalization, county Supervisorial and municipality/unincorporated area districts.
OSDS	Office of Small Business and DVBE Services
OTech	Office of Technology Services
Parallel Environment	A separately managed environment that replicates the production application for the pilot counties as they are run in parallel with the old system prior to acceptance.
Parties Attempting to Qualify	Parties that have declared their intention to become a qualified political party by getting the required number registered members by the E-135 day close prior to a statewide primary election in accordance with the provisions of EC §5100
Partner Agencies	DMV, DHS, CDC
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.
Platform Software	Commercially available software products (including operating system, database management, message switching, backup/restore, security, performance monitoring, troubleshooting, source code compilers, and run-time libraries, debuggers, and storage management tools utilities, and any other system component which is commercially available through multiple resellers and that has not been modified for use in the VoteCal system) for which user configuration is within manufacturer's available setting options. See also Application System Software.
Production Environment	The final host environment for the solution application and required platform software.
Program Team	Members of the SOS team and members of the county staff.

TERM/ACRONYM	DEFINITION
PMI	Project Management Institute
PMBOK	Project Management Institute Body of Knowledge
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.
Political district	A specified geographical area, within which all residents are eligible to vote for elected offices and ballot measures for that political district
PRCP	Pre-election Residency Confirmation Postcard (EC §2220)
Provisional Ballot	Ballot cast by a voter at the Polling Place when the voter does not appear on the Roster.
PVBMV	Permanent Vote-by-Mail Voter
PVRDR	Public Voter Registration Data Requests – Requests by legally qualified parties for voter registration data.
Qualified Political Party	Political parties that have qualified to appear on the ballot and who have qualified to participate in primary elections, in accordance with the provisions of EC §5100
RCP	Residence Confirmation Postcard (EC §2224)
Report of Registration	The statistical report of voter registration in California broken down by political party affiliation and political districts on specific dates in accordance with EC §2187.
Re-registration	As used in the RFP, refers to all entry and processing of a voter registration affidavit that is submitted by a voter that is currently or has previously been registered to vote and for whom there is an existing record in VoteCal.
Risk	From the Master Issues List: Something that may happen and if it does, will have a positive or negative impact on the project.
Routine Transaction	
ROR	Report of Registration
SDD	Software Design Description
Sequoia Pacific	Vendor that developed, licenses, and supports Integrity, a county election management and voter registration system.
Severity One Problem	Problems that (a) prevent use of functionality required in the VoteCal RFP, Section VI, and for which no SOS-approved workaround has been identified that does not impact workflow unacceptably; and (b) security vulnerabilities identified by the State or SOS Information Security Officers or by the Platform product manufacturer.

TERM/ACRONYM	DEFINITION
Severity Two Problem	Any problem that prevents use of functionality required by the VoteCal RFP, Section VI, for which a SOS-approved manual or automated workaround has been identified.
Signatures in Lieu	Petition signatures gathered and submitted in support of a candidate as a substitute for all or part of the filing fees required as a candidate for that office. (EC §8061 and 8062)
Single exact match	An exact match of all fields in the matching criteria set to one and only one voter registration record.
Smart Names	A matching criteria for voter first names that recognizes common variants on that first name – *e.g.,* Robert=Bob, Rob, Robby, Bobby, etc.
Software Support	See Application System Support.
SOS	California Office of the Secretary of State
Soundex	A phonetic algorithm for matching names based on phonetic pronunciation in English.
SRS	Software Requirements Specifications (document)
SSA	Social Security Administration
SSL	Secure Socket Layer
SSN	Social Security Number
SSN4	Last 4 digits of a person's social security number
System Administrator	An elections program employee of the California Secretary of State with appropriate administrative permissions to the VoteCal system to add or remove system users; reset access passwords; update elections records data; define and schedule reports; change the text associated with standard notices; set configuration parameters; and other appropriate administrative activities for the daily business operations of the VoteCal system.
Server Hardening	In a general sense, hardening is the process of securing a computer, system, network or application. More specifically, hardening is the removal or disabling of all components in a computer system that are not necessary to its principal function or functions. By reducing the purposes for which a system is used, the system is rendered less vulnerable to outside attack by hackers or other intruders. General hardening steps include limiting the number of users allowed to access a system tightening authentication and authorization and access control, and installing basic intrusion-detection/prevention software.
Staging Environment	A preproduction environment that replicates the production environment to stage new application releases prior to migration to the production environment.
Supplemental Roster	Polling place indices or rosters printed subsequent to the initial polling place roster to include voters whose registration was accepted after the printing of the initial roster.

TERM/ACRONYM	DEFINITION
System	For this contract, there are two “systems”: the VoteCal Statewide Voter Registration System. The constellation of configured and integrated hardware, platform and application system software that constitutes the full satisfaction of specified business and technical requirements.
TACPA	Target Area Contract Preference Act
TCP/IP	Transmission Control Protocol/Internet Protocol
Test Environment	A separately managed environment appropriate for unit, systems and stress testing of the developed solution and its interfaces.
Tier	A group of counties whose numbers of registered voters falls into a specified range.
Training Development Environment	A technical environment for the development of training modules relevant to end user and system administrator experience with the developed solution and solution technical environments.
Training Environment	An independent technical environment established to facilitate instruction in solution features and navigation.
Transactional Basis	As used in the RFP, is meant to indicate cases where the data processing interaction between VoteCal and an external system (e.g., an EMS, DMV system, etc.) is on a record-by-record basis, as opposed to a batch-based sharing of files.
UDEL	Uniform District Election Law – provides rules for the consolidating and conducting multiple local elections into a single election within a county. EC Division 10, Part 4)
UID	Unique Identifier
Unique Identifier	Unique number assigned by VoteCal to a registered voter as required by HAVA, based on the verified DL/ID, if available; or the verified SSN4 if available and the DL/ID is not verified; or a unique number assigned to the voter if neither a verified DL/ID nor SSN4 is available.
UOCAVA	Uniformed and Overseas Citizens Absentee Voting Act
USDOJ	United States Department of Justice
USPS	United States Postal Service
VIG	State Voter Information Guide (also known as the Statewide Ballot Pamphlet)
VNC	Voter notification card – sent to a registered voter upon acceptance of new or updated registration, in accordance with EC §2155.
Voter Activity History	The collection of data, with respect to a specific voter, of actions taken, modifications made to the voter registration data, notices sent to voter, voter contacts made, notices received from voter, etc.
Voter Participation History	With respect to a specific voter, the data of which elections in which the voter has participated and how the voter participated (e.g., vote-by-mail, precinct voting, provisional ballot, etc.)
Voting Precinct	The geographical based area to which voters are assigned to vote for a specific election.

TERM/ACRONYM	DEFINITION
Voter Registration Data	Includes all data in the voter's registration record, the voter's activity history, the voter's participation history, and all document images associated with the voter.
W3C	World Wide Web Consortium
WAN	Wide-area network
WCAG	Web Content Accessibility Guidelines

Question and Answers for Bid #RFP SOS 0890-46 - VoteCal Statewide Voter Registration System

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Mar 11, 2011 5:00:00 PM PST