

Request for Quotation For Information Technology Services

QUOTE DUE DATE: <u>04/21/2020</u>	Quotes must be delivered to Secretary of State's Office before 4:00 PM on the due date							
Supplier name and address: Contact: Phone: Fax:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">SOLICITATION NO.</td> <td style="width: 33%;">REV. #</td> <td style="width: 33%;">DATE</td> </tr> <tr> <td style="text-align: center;"><u>19-034</u></td> <td style="text-align: center;">_____</td> <td style="text-align: center;"><u>04/08/2020</u></td> </tr> </table>	SOLICITATION NO.	REV. #	DATE	<u>19-034</u>	_____	<u>04/08/2020</u>	REQUISITION OR CONTROL # _____
	SOLICITATION NO.	REV. #	DATE					
<u>19-034</u>	_____	<u>04/08/2020</u>						
	For further information contact: Secretary of State Contract Services Unit (916) 653-5974 (Phone) (916) 653-8324 (Fax) ContractServices@sos.ca.gov Ship To: (see below or bid document)	ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS? YES _____ NO _____ IF YES, MANUFACTURER? YES _____ NO _____ ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? YES _____ NO _____						
Name (Print): ▶ _____ Title: ▶ _____ Signature: ▶ _____ Date: _____ Federal Employer Identification Number: ▶ _____	Return bid to: Secretary of State Attn: Contract Services Unit 1500 11 th Street, Room 460 Sacramento, CA 95814	SECTION 14838 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS SECTION 1896 ET SEQ. THE REQUIREMENTS FOR NONPROFIT VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET SEQ. OF THE MILITARY AND VETERANS CODE.						
Bidder offers and agrees if this response is accepted within 45 calendar days following the date the response is due to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. DECLARATIONS UNDER PENALTY OF PERJURY: By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed as complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration set forth in Paragraph 48 of the General Provisions is true and correct. (3) If a claim is made for the Small Business or Disabled Veterans Business preference, the information set forth within is true and correct.								
DESCRIPTION								
The purpose of this Request for Quote for Information Technology (RFQ-IT) Services is to provide Electronic Poll Book Test Support Services to assist the Secretary of State with the evaluation of the Tenex Precinct Central 4.5.0 Electronic Poll Book system.								
The following are incorporated as part of this Request for Quote for IT Services:								
1. Requirements, including quote details and cost proposal and all attachments. 2. State's Standard Agreement (STD 213); see Section I General Information, Sub-section G., #19 of this RFQ-IT. 3. Bidder Instructions DGS PD 451 Rev. 11/9/2011) can be located at: https://www.dgs.ca.gov/PD/Forms ; the General Provisions - Information Technology (DGS PD 401IT Rev. 9/5/2014) can be located at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language								

REQUEST FOR QUOTE FOR IT SERVICES

Tenex Precinct Central 4.5.0 - Electronic Poll Book Test Support Services

Table of Contents

I. General Information

A. Purpose	3
B. Availability.....	3
C. Period of Performance.....	3
D. Key Action Dates	3
E. Written Questions	4
F. RFQ-IT Response Guidelines	4
G. RFQ-IT Response Content.....	5

II. Evaluation Information

A. Evaluation Criteria	8
B. Award of Contract and Protests.....	10
C. Disposition of Bids	11

III. Scope of Work

A. Purpose and Background	11
B. Contractor Tasks and Responsibilities	11
C. Deliverables	16
D. Qualifications, Skills and Experience	17
E. Responsibilities.....	18
F. Appendix A – System Description & Configuration	19
G. Appendix B – Non-Disclosure Agreement and Acknowledgement	20

IV. Attachments

1. Cover Letter	23
2. Cost Sheet.....	34
3. Customer Experience Reference Form.....	25
4. Bidder Confidentiality Statement	26
5. Payee Data Record (Std. 204)	27
6. California Disabled Veteran Business Enterprise (DVBE) Program Requirement.....	28
7. a. Bidder Declaration Form.....	29
b. Commercially Useful Function (CUF) Questionnaire	30
8. California Civil Rights Laws Certification (DGS OLS 04 Rev. 01/17).....	31
9. Staff Experience Worksheet.....	32

Tenex Precinct Central 4.5.0 Electronic Poll Book Test Support Services

REQUIREMENTS

You are invited to review and respond to this Request for Quote for IT (RFQ-IT) Services, entitled *Secretary of State, RFO-IT #19-034 – Tenex Precinct Central 4.5.0 Electronic Poll Book Test Support Services*. In submitting your quote, you must comply with the instructions found herein. The services required are delineated in the Scope of Work (SOW). Please read the enclosed document carefully. Quotes must be received no later than the date and time specified on the face of this RFQ-IT and in Section I.D. Key Action Dates.

I. GENERAL INFORMATION

A. Purpose

The purpose of this contract is to provide Electronic Poll Book Test Support Services to assist the Secretary of State with the evaluation of the Tenex Precinct Central 4.5.0 Electronic Poll Book system as defined in Appendix A, for suitability and for use in California in accordance with the proposed California Code of Regulations sections 20150 to 20165. All Electronic Poll Book Systems submitted for certification will be tested for adherence to the proposed California Electronic Poll Book Regulations

This scope of work identifies the overall process, work and deliverables required for testing and evaluation of the voting system described in Appendix A. However, changes to the testing process, work and deliverables may occur and the Contractor shall assist the SOS as needed.

The Contractor may subcontract for any portion of the work set forth in this scope of work. **However, the percentage of subcontracting shall not exceed fifty percent (50%).**

B. Availability

The selected Contractor must be able to meet the requirements of this RFQ-IT and be ready to begin work within ten (10) business days of the anticipated contract award date specified in Section I.D. Key Action Dates. If personnel offered by the selected Contractor leave the Contractor's firm or are otherwise unable to participate in this contract, they must be replaced with comparably qualified personnel who meet the minimum qualifications as stated within this RFQ-IT. All replacement personnel are subject to approval by the State.

C. Period of Performance

The term of this Agreement shall begin on the date as indicated on the Standard Agreement (STD 213) provided to the awarded Contractor, which is *anticipated* to be May 27, 2020 through May 24, 2022, with the option for the State to extend the term for up to one (1) year at the rates specified in Attachment 2 - Cost Sheet that includes optional costs for optional extensions to the contract. The period of performance must be changed by a written Amendment to the Agreement, if the department exercises its option to extend services.

The Contractor shall not be authorized to deliver or commence performance of services as described in the SOW until written approval has been obtained from all entities. No delivery or performance of service may commence prior to the execution of the Agreement.

D. Key Action Dates

Listed below are the key action dates and times by which the 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 RFQ-IT.

Key Action Dates	Date
1. Release of RFQ-IT	April 8, 2020
2. Submission of written questions	April 14, 2020
3. Departments response to written questions	April 16, 2020

4. Submission of Quotes (by date and time)	April 21, 2020, 4:00 pm
5. <i>Anticipated</i> Contract Award	May 01, 2020

All dates after the Submission of Quotes (date and time) are approximate and may be changed if needed to allow the State additional time for evaluation and contract execution.

E. Written Questions

All questions regarding the content of this RFQ-IT must be submitted in writing by fax, mail or electronically to contractservices@sos.ca.gov and must be received by the Key Action Date identified above. Questions not submitted in writing by the Key Action Date for submission of written questions shall be answered at the State's option.

When the State has completed its review of the questions, all of the questions and answers will be posted on the California eProcurement Portal at <https://caleprocure.ca.gov>.

F. RFQ-IT Response Guidelines

1. Response Submission

This RFQ-IT shall be incorporated by reference and made part of the resulting Agreement, as if attached. However, the Bidder's quote in response to this RFQ-IT shall be made a part of the resulting Agreement. Responses to this RFQ-IT must contain all data/information requested and must conform to the format described in this RFQ-IT. It is the Bidder's responsibility to provide all required data and any other information deemed necessary for the State's evaluation team to determine and verify the Bidder's ability to perform the tasks and activities defined in the SOW.

In accordance with the Bidders Instructions, please submit all quotes in writing by via postal mail or hand-delivery to SOS, at the address provided in the RFQ-IT cover letter (Return bid to; page 1), by date and time shown above in Section I.D. Key Action Dates. ***In light of the current COVID-19 crisis, submission of quotes via electronic mail (E-mail) will also be accepted (see further information provided below). Additionally, for the attachments required to be submitted with the Bidder's response that require signature(s), the use of Electronic Signatures (eSignature) is also being permitted. eSignatures will be accepted and are legally binding and equivalent to handwritten signatures.*** The package or electronic submission containing the quote must be plainly marked with the RFQ number and title and show your firm name and address

Facsimile machine responses will be considered only if they are sent to (916) 653-8324 for solicitations originating from the SOS, Contract Services Unit of the Business Operations Bureau. Responses sent to any other SOS fax number will not be considered. All pages of the faxed response that are received prior to the Submission of Quotes (by date and time) specified in Section I.D. Key Action Dates will be considered "the complete response". Please be advised that there may be a heavy demand placed on the fax machine receiving responses and the State assumes no responsibility if a Bidder cannot transmit their response via fax, and/or if the entire response is not received prior to the Submission of Quotes (by date and time).

If the Bidder chooses to transmit their response via E-mail, responses must be sent to contractservices@sos.ca.gov and it is suggested that all attachment(s) be submitted in .PDF format. In order to be considered as part of the response, all attachment(s) must be able to be opened, clearly viewed and printed. Additionally, the State assumes no responsibility if the entire response is not received prior to the Submission of Quotes (by date and time) specified in Section I.D. Key Action Dates, and/or that may be blocked by the SOS secured E-mail filter. PLEASE NOTE: The SOS will not confirm receipt of the quotes submitted and/or if any attachment(s) can be opened that have been submitted via E-mail.

2. Qualifications to Do Business in California

All corporations, limited liability companies (LLC) and limited partnerships (LP) are required to be registered with the California Secretary of State (SOS) in order to *do business** in the state of California. Before contract award can be made, the Contractor must be currently registered and in "Active" status with the California SOS, as required by law, to do business in California; this applies to domestic entities (organized or commercially domiciled in the state of California) and foreign entities (organized or commercially domiciled outside of California).

During the response evaluation process, the State will verify if the Bidder is currently registered and in good standing (i.e. "Active" status) with the California SOS, as applicable, in order to ensure that all obligations due to the State are fulfilled. Therefore, a certificate of status is not required to be submitted with the bidder's response.

* "Doing business" is defined in the California Revenue and Taxation Code § 23101 as "*actively engaging in any transaction for the purpose of financial or pecuniary gain or profit*". Although there are some statutory exceptions to taxation, rarely will a contractor performing within the state not be subject to the applicable franchise tax.

G. RFQ-IT Response Content

For further information and details, please refer to the Bidder Instructions (DGS PD 451 Rev. 11/9/2011) at the following link: <https://www.dgs.ca.gov/PD/Forms> .

The following documents, as identified, must be submitted in the RFQ-IT response:

1. RFQ-IT Cover Sheet and Cover Letter – Attachment 1

The RFQ-IT Cover Sheet (page 1) and the Cover Letter included in this RFQ-IT as Attachment 1 must be completed and submitted with the bidder's response.

2. Cost Sheet – Attachment 2

Bidder must complete the cost sheet that identifies total cost per deliverable (for ALL deliverables) as described in the SOW using the format in Attachment 2 – Cost Sheet. **NOTE:** This cost sheet includes entries for Optional Contract Extension Costs. These costs would be in effect should the State exercise its option to extend the term for up to one (1) year.

3. Staff Names and Resumes, Staff Experience Worksheet, Required Certification(s) (if applicable), and Sample Documentation - The following information must be submitted with the bidder's response:

- a. **Staff Name(s) and Resume(s)** - The name(s), assigned role(s)/task(s), and resume(s) of ALL individuals proposed to be used in this engagement, including a detailed description of experience that demonstrates how the proposed staff meets the mandatory qualifications referenced in Section D – Qualifications, Skills and Experience of the SOW.
- b. **Staff Experience Worksheet** – A completed Staff Experience Worksheet, for each proposed individual, prepared in accordance with the sample provided titled **Attachment 9 – Staff Experience Worksheet**. The worksheet(s) must clearly validate and support the proposed staff qualifications, as described in the resume(s), to each of the mandatory qualifications referenced in Section D – Qualifications, Skills and Experience of the SOW.
- c. **Certification** - Certified Information Systems Security Professional (CISSP) Certification

4. Customer Experience References – Attachment 3

The bidder must submit with their response, two (2) client references for whom services have been performed, similar in scope and complexity to the services to be performed under this Agreement (as outlined in Exhibit A – Scope of Work (SOW)). In accordance with this requirement, the bidder shall complete one (1) Customer Experience Reference Form, for each reference. Reference information shall include company/organization name, contact representative name and telephone number, project name/description and a description of the services performed. The description of services performed must be detailed and comprehensive enough to permit the State to assess the similarity of the referenced projects/experience to the

services anticipated to be performed under the Agreement resulting from this procurement and the mandatory experience requirements specified in the SOW, Section D – Qualifications, Skills and Experience.

The State may contact customer references during the week following submission of quotes to validate the information provided by the bidder and to determine the customer's overall satisfaction with the services provided. Therefore, it may prove beneficial to the Bidder to contact its referenced customers to ensure their contact information provided on the Customer Experience Reference Form is up-to-date and that the reference will be available during the period of time that the State may be validating references.

5. **Bidder Confidentiality Statement – Attachment 4**

The Bidder Confidentiality Statement must be signed and dated by the bidder and submitted with the bidder's response.

6. **Payee Data Record (STD 204) – Attachment 5**

The successful bidder will be required to submit a Payee Data Record form (STD 204), listing their Taxpayer Identification Number, prior to contract award.

7. **CA Disabled Veteran Business Enterprises (DVBE) Program Requirement - Attachment 6**

The bidder must complete the forms as identified in Attachment 6 and submit with the bidder's response. For further information, **see #11 below**.

8. **Bidder Declaration (form DGS PD 05-105 (written)) and Commercially Useful Function (CUF) Questionnaire – Attachments 7a and 7b**

a. The bidder must complete the Bidder Declaration form as identified in Attachment 7a and submit with the bidder's response. For further information, **see #17 below**.

b. Pursuant to State Contracting Manual (SCM) Vol. 3, Section 3.2.6, in accordance with Government Code § 14837 and Military and Veterans Code § 999, all certified Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) contractors, subcontractors and suppliers that bid on or participate in a State contract, regardless of being a verbal or written solicitation, must perform a Commercially Useful Function (CUF). Therefore, all Bidders using contractors/subcontractors that are certified SB and DVBE, as applicable, named in the Bidder Declaration (DGS PD 05-105) must complete a CUF Questionnaire as identified in Attachment 7b (for each SB and DVBE named) and submit the completed questionnaire(s) with the bidder's response. Further information regarding CUF compliance can be reviewed here: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms>

9. **California Civil Rights Laws Certification (DGS OLS 04 Rev. 01/17) – Attachment 8**

The Bidder must complete and sign/date a DGS OLS 04 form as identified in Attachment 8 and submit the completed form along with their response to this RFQ-IT. Failure to submit this completed form shall cause the response to this RFQ-IT to be considered non-responsive. See attachment 8 for complete information and details regarding this requirement.

10. **TACPA (if applicable) – (Required for contracts that will exceed \$100,000.)**

If the bidder qualifies for more than one bidding preference (TACPA, Small Business), the maximum preference allowed by law is 15% or \$100,000. If the following act applies, complete the appropriate form and submit with the bidder's response.

TARGET AREA CONTRACT PREFERENCES ACT (TACPA)

(STD. 830S for Services)

Preference will be granted to California-based Contractors in accordance with Government Code Section 4530 whenever contract for goods and services are in excess of \$85,000 and the Contractor meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and

submit it with the Final Proposal. Refer to the following website link to obtain the appropriate form and information: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

11. DVBE PARTICIPATION

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. **The minimum DVBE participation percentage (goal) is 3% for this solicitation.** Please review the DVBE program requirements and information at:

<https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>; forms at: <https://www.dgs.ca.gov/PD/Forms>

Bidders must complete and return all the appropriate pages for the quote to be considered responsive.

The Secretary of State's Office has waived the application of the DVBE Incentive for this solicitation. Therefore, no additional incentive points will be applied during the evaluation process of this RFQ-IT; however, bidders must still meet the minimum DVBE participation percentage (goal) of 3% for this solicitation and are required to submit the following as part of their response to this RFQ-IT: Std 843 (DVBE Declaration), DGS PD-05-105 (Bidder Declaration - Written) and CUF Questionnaire(s) for the named DVBE(s) (See Attachments 6, 7a and 7b of this RFQ-IT).

All bidder's must meet the 3% goal for this solicitation; failure to submit all required forms and fully document and meet the DVBE program requirement shall cause the response to this RFQ-IT to be considered non-responsive.

12. **SMALL BUSINESS REGULATIONS** - The Small Business regulations are located in the California Code of Regulations (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et. seq.), concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals. The regulations can be viewed at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Notice-of-Rulemaking-Regulations-for-SB-DVBE>. For those without Internet access, a copy of the regulations and/or further information can be obtained by calling the Office of Small Business and DVBE Services at (916) 375-4940.
13. **NON-SMALL BUSINESS SUBCONTACTOR PREFERENCE** - A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference in the box on the right-hand side of the first page of this solicitation.
14. **SMALL BUSINESS NONPROFIT VETERAN SERVICE AGENCIES (SB/NVSA)** - SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference. If applicable, claim the preference in the box on the right-hand side of the first page of this solicitation.
15. **ATTACHMENT WITH QUOTE REQUIRED IF CLAIMING THE SMALL BUSINESS PREFERENCE** - All bidders must complete and include the Bidder Declaration form DGS PD 05-105. If claiming the non-small business subcontractor preference, the form must list all of the California certified small businesses with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified small businesses must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4). Bidder Declaration form DGS PD 05-105 can be searched and located here: <https://www.dgs.ca.gov/PD/Forms>.
16. **SMALL BUSINESS CERTIFICATION** - Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price 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 Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Small business nonprofit veteran service agencies

(SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due.

Questions regarding certification should be directed to the OSDS at (916) 375-4940.

17. **DECLARATION FORMS** – All bidders must complete the Bidder Declaration (DGS PD 05-105) and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. Bidder Declaration form can be searched and located here: <https://www.dgs.ca.gov/PD/Forms> for a downloadable version of this document.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or the form can be searched and located at the link below. The completed form must be included with the bid response: <https://www.dgs.ca.gov/PD/Forms>.

18. **CLARIFYING INFORMATION** - At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for bid rejection.

19. **CONTRACT FORMATION**

The Agreement resulting from this procurement will be prepared using the State's Standard Agreement (STD 213) form, including all required exhibits; Exhibits will include a copy of the awarded Contractor's response to this RFQ-IT, other provisions as applicable and references to the IT General Provisions (DGS PD 40IT, Rev. 9/5/2014) and this RFQ-IT document (as if attached).

The awarded Contractor will be provided the prepared contract document, as applicable upon award, and will be required to return four (4) signed copies of the contract for execution by the State. Once fully executed and approved accordingly, an executed copy of the contract will be provided to the Contractor. For information regarding the Standard Agreement (STD 213) form and IT General Provisions, please review information at the following websites:

- a. Standard Agreement (STD 213) - <https://www.dgs.ca.gov/PD/Forms>
- b. IT General Provisions (DGS PD 401IT Rev. 9/5/2014) – <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>

II. **EVALUATION INFORMATION**

Each RFQ-IT response will be checked for the presence of requirement information in conformance with the submission requirements of this RFQ-IT. The department will evaluate each RFQ-IT response to determine its responsiveness to the requirements.

A. **Evaluation Criteria**

The overall responsiveness of each RFQ-IT response is based on the complete response from the bidder to the RFQ-IT requirements, including the scope of work for the project. The following three sub-sections and criteria will be reviewed by the State's evaluation team.

1. Administrative Requirements Evaluation Criteria (Pass/Fail)

Example:

	Requirement	Yes	No	N/A	Comments
a	Completed RFQ-IT Cover Sheet (page 1) and Cover Letter (Attachment 1)				
b	Completed Cost Sheet (Attachment 2)				
c	List of proposed staff names and assigned role(s)/task(s).				
d	Proposed Staff Resumes, including detailed description of experience that demonstrates how the proposed staff meets the mandatory qualifications.				
e	Completed Staff Experience Worksheet(s) (Attachment 9) for each proposed staff, that clearly validate and support the proposed staff qualifications, as described in the resume(s), to each of the mandatory qualifications referenced in the SOW.				
f	Completed Customer Experience References Forms (Attachment 3); for two (2) client references.				
g	Signed Bidder Confidentiality Statement (Attachment 4)				
h	Completed DVBE Declarations (STD. 843 Form) (Attachment 6)				
i	Completed Bidder Declaration (DGS PD 05-105 Form); including list of Subcontractors, if applicable (Attachment 7a)				
j	Completed CUF Questionnaire(s), as applicable; CUF <i>required</i> for named DBVE (Attachment 7b)				
k	Completed California Civil Rights Laws Certification (DGS OLS 04) (Attachment 8)				
l	Any other Administrative requirements, as applicable (I.e. Verification of entity status, TACPA, etc.)				

2. Technical Requirements Evaluation Criteria (Pass/Fail)

	Requirement	Yes	No	N/A	Comments
a	At least 5 years of proven experience conducting source code review and analysis. The Contractor must provide with their proposal copies of deliverables it has prepared.				
b	Capability to perform benchmark and verification testing by utilizing hash values and imaging software is a must.				
c	Certified Information Systems Security Professional (CISSP) Certification.				
d	At least 3 years of proven experience with conduction of hardware, software and firmware testing for a government entity, preferably specific to electronic poll book and/or tablet based computing testing at the state or federal level.				

3. Cost

This will be a low-cost award based upon responses that pass all requirements of the Administrative and Technical evaluation criteria.

B. Award of Contract and Protests

1. Award of Contract

Award of contract, if made, will be in accordance with the RFQ-IT information on Evaluation to a responsible bidder whose bid complies with all the requirements of the RFQ-IT documents and an addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within forty-five (45) days after the scheduled date for Contract Award as specified in the RFQ-IT; however, a bidder may extend the offer beyond 45 days in the event of a delay of contract award.

The State reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its RFQ-IT, unless otherwise expressly provided in the State's RFQ-IT. Unless the bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part its RFQ-IT.

Written notification of the State's intent to award will be made to all bidders. If a bidder, having submitted a bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award, the bidder will be allowed five (5) working days to submit a Notice of Intent to Protest, according to the instructions contained in the section titled "Protests" of this RFQ-IT.

2. Protests

Any bidder's issues regarding solicitation requirements must be resolved (or attempts to resolve them must have been made) before a protest may be submitted according to the procedure below. These issues will first be resolved by the contact for the solicitation or, if they result in a protest, the protest will be submitted to DGS Procurement Division Deputy Director to hear and resolve issues and whose decision will be final.

If a bidder has submitted a bid which it believes to be responsive to the requirements of the RFQ-IT and to be the bid that should have been selected according to the evaluation procedures in the solicitation and the bidder believes the State has incorrectly selected another bidder for award, the bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful vendor" will be heard and resolved by the Victim Compensation and Government Claims Board whose decision will be final.

All protests of award must be made in writing, signed by an individual authorized to bind the bidder contractually and financially, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedure on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to the following Street and Mailing Address:

Deputy Director
Procurement Division
707 Third Street, Second Floor South
West Sacramento, CA 95605
Facsimile No.: (916) 376-6226
PDPProtest@dgs.ca.gov

All protests to the RFQ-IT or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by the DGS Procurement Division Deputy Director as promptly as possible, but not later than the date indicated in the Notification of Intent to Award. Certified or registered mail must be used unless delivered in person; in which case the protester should obtain a receipt of delivery.

C. Disposition of Bids

- 1) Upon review of the quotes received and subsequent Contract Award, all documents submitted in response to this RFQ-IT shall become the property of the State of California, and shall be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.), thereby subject to review by the public.
- 2) Submitting documents in the response that are marked as “Confidential”, “Proprietary” or similarly labeled and/or appear to contain sensitive information, that at the State’s discretion, may be considered an information security issue; therefore, may be grounds for the response being deemed non-responsive and the response rejected. Responses rejected for this purpose will have all pages which contain such labels or information destroyed prior to Award of the contract pursuant to this RFQ-IT.

III. SCOPE OF WORK

The Contractor agrees to provide the California Secretary of State (SOS) with Electronic Poll Book Test Support Services as detailed in this scope of work.

A. PURPOSE AND BACKGROUND

The purpose of this contract is to provide Electronic Poll Book Test Support Services to assist the Secretary of State (SOS) with the evaluation of the Tenex Precinct Central 4.5.0 Electronic Poll Book system as defined in Appendix A, for suitability and for use in California in accordance with the proposed California Code of Regulations sections 20150 to 20165. All Electronic Poll Book Systems submitted for certification will be tested for adherence to the proposed California Electronic Poll Book Regulations.

This scope of work identifies the overall process, work and deliverables required for testing and evaluation of the voting system described in Appendix A. However, changes to the testing process, work and deliverables may occur and the Contractor shall assist the SOS as needed.

The Contractor may subcontract for any portion of the work set forth in this scope of work. However, the percentage of subcontracting shall not exceed fifty percent (50%).

The Contractor shall provide a safe, secure mechanism to share encrypted files, encrypted source code, and other communications such as encrypted reports.

B. CONTRACTOR TASKS AND RESPONSIBILITIES

1.0 Software Testing

The Contractor shall conduct a Source Code review to evaluate the security and integrity of the system, and must identify any security vulnerabilities that could be exploited, including but not limited to:

- altering voter information
- altering critical voter data such as audit logs or
- conducting a “denial of service” attack on the Electronic Poll Book system.

The review is to provide a “Vulnerability Assessment,” based upon the model provided in ISO/IEC WD 18045:2008(E) Information Technology-Security Techniques-Methodology for IT Security Evaluation, App B documenting and categorizing vulnerabilities, if any, to any tampering or errors that could cause manipulation, or fraudulent reporting of voter registration data information or that could alter critical voter registration data, including system audit data.

The Source Code review shall include, but not be limited to:

- Evaluation of potential vulnerabilities and related issues (code quality and standards compliance), considering that an exploitable issue in a component that is not in itself security relevant could be used to subvert more critical data. This is an issue whenever the architecture of the system does not provide strong separation of the components.
- Adherence to other applicable coding format conventions and standards including best practices for the coding language used, and any IEEE, NIST, ISO or NSA standards or guidelines which the contractor find reasonably applicable.

- Analysis of the program logic and branching structure.
- Search for exposures to commonly exploited vulnerabilities, such as buffer overflows, integer overflow, inappropriate casting or arithmetic.
- Evaluation of the use and correct implementation of cryptography and key management.
- Analysis of error and exception handling.
- Evaluation of the likelihood of security failures being detected.
 - Are audit mechanisms reliable and tamper resistant?
 - Is data that might be subject to tampering properly validated and authenticated?
- Evaluation of the risk that a user can escalate his or her capabilities beyond those authorized.
- Evaluation of whether the design and implementation follow sound, generally accepted engineering practices. Is code defensively written against:
 - Bad data
 - Errors in other modules
 - Changes in environment
 - User errors, and
 - Other adverse conditions.
- Evaluation of whether the system is designed in a way that allows meaningful analysis, including:
 - Is the architecture and code amenable to an external review (such as this one)?
 - Could code analysis tools be usefully applied?
 - Is the code complexity at a level that it obfuscates its logic?
- Search for embedded, exploitable code (such as “Easter eggs”) that can be triggered to affect the system.
- Search for dynamic memory access features which would permit the replacement of certificated executable code or control data or insertion of exploitable code or data.
- Search for use of runtime scripts, instructions, or other control data that can affect the operation of security relevant functions or the integrity of the data.

The Contractor shall conduct the examination in a manner that will provide the California Secretary of State with a basis for evaluating the extent to which the source code meets applicable standards. The Contractor will not render opinions on whether the Electronic Poll Book Systems complies or fails to comply with one or more referenced standards, state law or federal law.

Reports shall not make any recommendation as to whether the Electronic Poll Book Systems should be approved. That determination shall be made solely by the California Secretary of State.

For vulnerabilities discovered, the Contractor will identify particular standards applicable to the vulnerability.

To the extent possible, vulnerabilities found should be reported with an indication of whether the exploitation of the vulnerability would require access by the:

- Voter: Usually has low knowledge of the Electronic Poll Book Systems software and/or hardware design and configuration. Some may have more advanced knowledge. May carry out attacks designed by others.
- Poll worker: Usually has low knowledge of the Electronic Poll Book Systems software and/or hardware design and configuration. Some may have more advanced knowledge. May carry out attacks designed by others. They have access to the software and/or hardware for up to ten days, but all physical security has been put into place before the machines are received.

- Elections official insider: Wide range of knowledge of the Electronic Poll Book Systems software and/or hardware design and configuration. May have unrestricted access for long periods of time. Their designated activities include:
 - Set up and pre-election procedures
 - Election operation
 - Post-election procedures, and
 - Archiving and storage operations.

- Vendor insider: With great knowledge of the Electronic Poll Book Systems software and/or hardware design and configuration. They have unlimited access to the Electronic Poll Book Systems software and/or hardware before it is delivered to the purchaser and, thereafter, may have unrestricted access when performing warranty and maintenance service, and when providing election administration services.

It is not required to verify or demonstrate exploitability of the vulnerability, but the report of the vulnerability should identify factors noted which would be involved in the exploitation.

The vulnerability theories developed by the source code review team members shall, to the extent possible, be referred to the Secretary of State staff.

The Secretary of State shall provide documentation of the vulnerabilities found in an earlier version of the system, if any.

The Contractor shall make the best effort within the time allowed to find and report observations for the above categories. As such, it is understood that there may be undetected vulnerabilities in these categories.

The Contractor shall provide the Secretary of State with a list of tools and anticipated uses of such tools which they plan to use in its analysis.

The Contractor may communicate for this purpose directly, by telephone, by encrypted e-mail and/or courier delivery of encrypted files. Changes or significant findings that may suggest changes in any portion of the testing (Functional, Software Review, or Security and Telecommunications Testing) shall be provided to the Secretary of State when they are identified or as part of a scheduled update.

Any elements of the report that cannot be publicly disclosed under Non-Disclosure Agreements shall be reported in a confidential appendix to the report or presented as a second report, in a redacted format, so that the report can be made public.

Software Testing deliverables and Acceptance Criteria are:

- 1) Test plan for the system source code review, including tools to be used, staffing, subcontractors (if applicable) and timeline milestones.
- 2) Scheduled status reports including progress on the testing plan, summary of findings developed during the week and new risks identified for testing.
- 3) Work papers produced during testing are to be completed at the conclusion of each test and made available to the Secretary of State at that time. The work papers must be sufficient to allow the replication of any anomalies observed and successful attacks on the system and to fully support the findings. Work papers at minimum shall include:
 - a) Identification of the portion of the test plan addressed by the work paper
 - b) Date, time and personnel involved in the test and the preparation of the work papers
 - c) Potential vulnerabilities tested by the work
 - d) Expected outcomes
 - e) Actual outcomes
 - f) Findings

- g) Conclusions
 - h) Any photographs, computer files, or other artifacts necessary to support the findings, and conclusions.
- 4) Draft Final Report that includes description of findings and vulnerabilities, evaluation of the risk associated with each vulnerability described, any recommendations for mitigation of vulnerabilities and the conclusions of the reviewers. The draft report must be submitted in Microsoft Word format. Any reports with confidential information must be password protected or transmitted using secure file transfer methods, including but not limited to encryption.
 - 5) Final Report, with appropriate revisions in response to reviews of the Draft Final Report by the Secretary of State. The Contractor shall ensure that any elements of the report that cannot be publicly disclosed under Non-Disclosure Agreements shall be reported in a confidential appendix to the report or presented as a second report, in a redacted format, so that the report can be made public.

The software test report must have proper grammar, spelling, and formatting. The final report must be finalized in PDF format and on the contractor's letterhead. The report body must be in a 12 pt. Times New Roman Font.

The software test report shall not make any recommendation as to whether the electronic poll system should be certified. That determination shall be made solely by the Secretary of State

2.0 Security and Telecommunications Testing

The purpose of the Security and Telecommunications Testing is to identify and document vulnerabilities and potential vulnerabilities, if any, to any physical or logical tampering or errors that could alter critical voter registration data or system audit data. This testing must be conducted in a secured facility agreed upon between the contractor and the Secretary of State. Testing shall be conducted with a vendor specified hardened operating system in accordance with the proposed California Electronic Poll Book Requirements.

To the extent possible, vulnerabilities found shall be reported with an indication of whether the exploitation of the vulnerability would require access by the:

- Voter: Usually has low knowledge of the Electronic Poll Book Systems software and/or hardware design and configuration. Some may have more advanced knowledge. May carry out attacks designed by others.
- Poll worker: Usually has low knowledge of the Electronic Poll Book Systems software and/or hardware design and configuration. Some may have more advanced knowledge. May carry out attacks designed by others. They have access to the software and/or hardware for up to one week, but all physical security has been put into place before the machines are received.
- Elections official insider: Wide range of knowledge of the Electronic Poll Book Systems software and/or hardware design and configuration. May have unrestricted access for long periods of time. Their designated activities include:
 - Set up and pre-election procedures
 - Election operation
 - Post-election procedures, and
 - Archiving and storage operations
- Vendor insider: With great knowledge of the Electronic Poll Book Systems software and/or hardware design and configuration. They have unlimited access to the Electronic Poll Book Systems software and/or hardware before it is delivered to the purchaser and, thereafter, may have unrestricted access when performing warranty and maintenance service, and when providing election administration services.

The Security and Telecommunications Testing may include but is not limited to:

- Examination of the top-level system design and architecture.
- Examination of the system documentation and procedures.
- Examination and open-ended testing of relevant software and operating system configuration.
- Examination and open-ended testing of hardware, including, when applicable examination of unused hardware ports and the security measures to lock/seal hardware ports used. Physical testing may not be destructive. If a risk is identified that requires destructive testing, the contractor will discuss this and receive written approval from the Secretary of State before proceeding with a destructive test.
- Examination and open-ended testing of system communications, including encryption of data, and protocols and procedures for access authorization.

The Security and Telecommunication testing shall, to the maximum extent possible, be conducted in a manner in which the testing will begin prior to having any knowledge of the source code to determine which vulnerabilities, if any, can be exploited without inside knowledge of the system.

Security and Telecommunications Testing deliverables and Acceptance Criteria are:

- 1) Test plan for the security and telecommunications testing, including tools to be used, staffing, subcontractors and timeline milestones.
- 2) Scheduled status reports including progress on the test plan, summary of findings developed during the work and new risks identified for testing.
- 3) Work papers produced during testing are to be completed at the conclusion of each test and made available to the Secretary of State at that time. The work papers must be sufficient to allow the replication of any anomalies observed and successful attacks on the system and to fully support the findings. Work papers at minimum shall include:
 - a) Identification of the portion of the test plan addressed by the work paper
 - b) Date, time and personnel involved in the test and the preparation of the work papers
 - c) Potential vulnerabilities tested by the work
 - d) Expected outcomes
 - e) Actual outcomes
 - f) Findings
 - g) Conclusions; and
 - h) Any photographs, computer files, or other artifacts necessary to support the findings, and conclusions.
- 4) Draft Final Report which includes description of findings and vulnerabilities, evaluation of risk associated with each vulnerability described, any recommendations for mitigation of vulnerabilities and the conclusions of the reviewers.
- 5) Final Report, with appropriate revisions in response to reviews of the Draft Final Report by the Secretary of State. The Contractor shall ensure that any elements of the report which cannot be publicly disclosed under Non-Disclosure Agreements shall be reported in a confidential appendix to the report or presented as a second report, in a redacted format, so that the report can be made public.

The security and telecommunications test report must have proper grammar, spelling, and formatting. The final report must be finalized in PDF format and on the contractor's letterhead. The report body must be in a 12 pt. Times New Roman Font.

The security and telecommunications test report shall not make any recommendation as to whether the electronic poll book should be approved. That determination shall be made solely by the Secretary of State.

3.0 Additional Testing/Review

Optional: At the discretion of the Secretary of State – Contractor may perform one or more of the following tasks:

- Additional Software Testing for changes and/or anomalies, that resulted from prior testing of the Electronic Poll Book system software or firmware; and
- Additional Security and Telecommunications for changes/or anomalies, that resulted from prior testing of the Electronic Poll Book system software, hardware or firmware.

If the option is exercised by the Secretary of State, the Contractor shall conduct the additional testing in accordance to the testing protocol set forth in Sections 1.0 Software Testing and 2.0 Telecommunications Testing, respectively. The Secretary of State may require one or both of these tests to be conducted if the results of previous testing require changes or modifications to any part of the electronic poll book system. As opposed to Sections 1.0 Software Testing and 2.0 Security and Telecommunications Testing, respectively, the additional Security Review will be conducted on a time-and-materials basis, not a deliverables basis.

C. DELIVERABLES

Table 1 presents the deliverables and due dates. The Software Review and the Security and Telecommunications Testing will be deliverables based. All optional testing and/or reports will be time-and-material-based payments, unless noted otherwise in the comments area and/or the cost sheet.

Deliverables shall be delivered to the Secretary of State via encrypted e-mail or courier delivery of encrypted files.

Table 1. Deliverables and Due Dates

Phase	Deliverable or Work	Due Date	Comments
Software Testing	1a. Software Test Plan	Shall be submitted to and accepted by the SOS no later than two (2) weeks after award of contract.	Test plan is due within 10 business days upon notification from the SOS.
	1b. Status Reports	Weekly, by Friday at 5:00 p.m. Pacific	Written, in MS Word Format
	1c. Work Papers	As needed	As needed
	1d. Software Test Draft Report and Final Report	Draft Report: No later than 10 business days after the completion of Software Testing. Final Report: No later than 10 business days after submission of the Draft Report.	Specific Acceptance Criteria can be found under Section 1.0 of the SOW. Deliverable-based payment

Security and Telecommunications Testing	2a. Security and Telecommunications Test Plan	Shall be submitted to and accepted by the SOS no later than 10 business days after the notification by the SOS to begin the Security and Telecommunications Test.	Deliverable-based payment..
	2b. Status Reports	Weekly, by Friday at 5:00 p.m. Pacific	Written, in MS Word Format
	2c. Work Papers	As needed	As needed
	2d. Security and Telecommunications Test Draft and Final Reports	Draft Report: No later than 10 business days after the completion of the Security and Telecommunications Test. Final Report: No later than 10 business days after submission of the Draft Report.	Specific Acceptance Criteria can be found under Section 2.0 of the SOW. Deliverable-based payment
Additional Testing/ Review	3. Optional: Changes and/or anomalies in the electronic poll book system that would require additional Software Testing and/or Security and Telecommunications Team Review, including writing supplemental draft and final reports or revising previous reports.		Time-and-materials based payment, including travel and expenses based on California State travel guidelines.

D. QUALIFICATIONS, SKILLS, AND EXPERIENCE

The Contractor must submit the name(s), assigned role(s)/task(s) and resume(s) of all staff proposed to be used in this engagement. Resumes must include a detailed description of experience that demonstrates how the proposed staff meets the mandatory qualifications listed below. Staff, individually or collectively, performing services under this Agreement must meet the following mandatory qualifications, skills and experience:

Mandatory:

1. At least 5 years of proven experience conducting source code review and analysis. The Contractor must provide with their proposal copies of deliverables it has prepared.
2. Capability to perform benchmark and verification testing by utilizing hash values and imaging software is a must.
3. Certified Information Systems Security Professional (CISSP) Certification.
4. At least 3 years of proven experience with conduction of hardware, software and firmware testing for a government entity, preferably specific to electronic poll book and/or tablet based computing testing at the state or federal level.

Desirable:

1. Knowledge and experience with Institute of Electrical and Electronics Engineers (IEEE), specifically Computer Technology and Software & Systems Engineering standards is preferred, but not mandatory.
2. Knowledge of PCI and PCI DSS Requirements is preferred, but not mandatory.
3. Experience in election systems testing, including testing and integration is preferred, but not mandatory.

E. RESPONSIBILITIES

The Secretary of State:

- Shall be responsible for obtaining and providing to the Contractor working models of the Electronic Poll Book Systems components to be tested, including all hardware devices, related peripheral devices, the executable object code, source code and technical data package for all system modules.

The Contractor:

- Shall follow State of California travel rules for purposes of Travel Expense Reimbursement. Additional information can be found here <http://www.dgs.ca.gov/travel/Home.aspx>.
- Shall not bill for labor hours spent solely on travel.
- Shall perform work at these locations:
 - All Testing: Work will be performed at a location to be determined between the Electronic Poll Book Systems Vendor and the Secretary of State. If the location is determined to be offsite from the Secretary of State's Office, a member of the Secretary of State's must be present.
- Shall ensure all personnel assigned to this engagement sign an acknowledgement of and agree to abide by the Non-Disclosure Agreement between the California Secretary of State and the Electronic Poll Book Systems Vendor (see Appendix B), the limitations on disclosure in the contract, and the written rules for security of the Secretary of State's Testing Lab.
- Shall identify the staff and any subcontractors to be used in this engagement. Any changes Contractor desires to staffing or subcontractors must be approved by the Secretary of State, in writing, in advance. All costs to cover the staff, including subcontractors, if applicable, working on this engagement will be included within the lump sum cost for the deliverables within this Agreement.
- Shall coordinate its efforts and findings directly with the Secretary of State. Test teams may communicate for this purpose directly by telephone, and by encrypted e-mail.
- Shall identify any software tools necessary to facilitate this testing as part of their cost estimate submission.

F. APPENDIX - A

Appendix A

SYSTEM DESCRIPTION & CONFIGURATION

Proprietary Hardware/Software:

Component	Hardware Version(s)	Software Version
Precinct Central 4.5.0	N/A	4.5.0.0

COTS Hardware/Software:

Component	Version/Model	Manufacturer
iPad Gen 5	MP2G2LL/A	Apple
iPad Gen 6	MR7F2LLA/A	Apple
iPad Gen 7	MR6Y2LL/A	Apple
Epson TM-M30	MR6Y2LL/A	Epson
Epson TM-L90	TM-L90	Epson
Epson TM-P80	TM-P80	Epson
iOS 12	12.4.1	Apple
iOS 13	13.3.1	Apple

Configurations:

Configuration	Description
	N/A

Server Hardware Requirements:

Component	Requirement
N/A	

Workstation Hardware Requirements:

Component	Requirement
Processor	N/A
RAM	
Hard Disk	
Media Drive	
Video Device and Supported Resolution	
Peripherals	

Lines of Source Code:

Software:	
Precinct Central (VB.net)	82,253
Touch Pad Application (Objective C)	183,831
Firmware:	
N/A	
Total Lines of Code:	266,084

G. APPENDIX - B

Appendix B

NON-DISCLOSURE AGREEMENT

1. This Agreement ("Agreement") is entered into this ___ day of _____ between the California Secretary of State and ("Vendor") (collectively "Parties"). The Parties hereby agree as follows:
2. The purpose of this Agreement is to facilitate the exchange of trade secrets, technical, proprietary and/or non-public information (confidential information") related to the Vendor's voting system and/or its components for the purpose 'of ' analysis of the voting system by the State including but not limited to, source code, object code, programming techniques, design statistics, specifications, and development tools. For purposes of this Agreement, the "State" means the California Secretary of State and any of its officers or employees.
3. The obligations of the State under this agreement are subject to the California Public Records Act (PRA), which governs the disclosure of public records by state and local agencies. See California Constitution. Art. I, § 3 (b); California Government Code §§ 6250. et seq. The State will notify Vendor as soon as reasonably 'practicable of any and all public record requests for Vendors confidential information In accordance with and subject to applicable State laws regarding disclosure of such confidential information. If Vendor disagrees with the State's decision regarding disclosure or exemption of Vendor's confidential information, Vendor shall have the right to contest its disclosure in accordance with State law.
4. The following Information shall not be considered confidential information for purposes of this Agreement: information that was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure; information that was generally available to the public or otherwise part of the public domain at the time of Its disclosure to the receiving party; information that is now or hereafter becomes publicly known by other than a breach of this Agreement; Information that is developed by one party independently of any disclosures made by the other party of such information; or information that is disclosed by a party pursuant to a subpoena or other legal process and which as a result becomes lawfully obtainable by the public.
5. The confidential information exchanged between the Parties pursuant to this Agreement Includes all written material or equipment/parts identified and marked as such by the Vendor. The State agrees to hold such confidential information in trust and confidence and agrees it shall be used only for the contemplated purposes, shall not be used for any other purpose, or disclosed to any third party. The Parties, however. agree that third party consultants or contractors specifically retained by the State to conduct the analysis set forth in paragraph 1 above may have access to such confidential information upon executing an agreement with the State acknowledging having read and understood the terms of this Agreement and agreeing to abide thereby; the Secretary of State shall take all such steps as Vendor may reasonably request to assure compliance by and enforce the preceding agreement by the consultants or contractors. These restrictions shall not be construed to prevent the State's third party consultants or contractors from conducting future research on voting systems, possibly including the voting system(s) examined pursuant to this Agreement, so long as that research does not use confidential information gained under this Agreement. The State further agrees for a period of five (5) years from the date of receipt of confidential information to take steps reasonably necessary to safeguard the Vendors confidential information against unauthorized disclosure, reproduction, publication or use. If necessary, this period may be extended by mutual agreement of the Parties memorialized in a written amendment to this Agreement.
6. Notwithstanding the foregoing, Residuals shall not be subject to restrictions on disclosure or use. "Residuals" means intangible ideas. concepts, know-how, and/or techniques that are retained solely in human memory by the State's third party consultants or contractors who access the confidential Information in the normal course of carrying out the purpose of this Agreement and who have made no effort to either memorize information In the confidential information or to refresh their recollection by reviewing any confidential information in anticipation of or in conjunction with the use of Residuals. The parties acknowledge that the State's third party consultants and contractors and their employees and agents have previously researched and published on voting technology topics, possibly including the voting system(s) that will be examined pursuant to this Agreement; so long as they comply with the- other

terms of this Agreement they are not constrained from conducting and publishing additional research on voting systems; including the voting system(s) that are examined pursuant to this Agreement.

7. The State agrees that confidential information shall not be copied or reproduced without the express written consent of the Vendor, except for such copies as may reasonably be required for internal use. Upon termination of this Agreement, the State agrees to return to the Vendor or certify as destroyed all copies of the confidential information received under this Agreement.

8. Each party will immediately report to the other party any and all unauthorized disclosures or uses of the confidential information of which it or its staff is aware or has knowledge. The state shall not be liable for inadvertent, accidental, unauthorized or mistaken disclosure by its employees of information pursuant to this Agreement, provided that:

- a. the State shall use the same degree of care as it used to protect its own proprietary information of like importance; and,
- b. upon discovery of such disclosure, the State endeavors to prevent further disclosure or use.

9. This Agreement shall terminate one year upon the date of execution, unless extended by mutual agreement, but may be terminated prior to that time as to receipt of further information by either party upon thirty days written notice.

10. It is agreed by the Parties that this Agreement, when duly executed by all Parties, is the only existing Agreement among the Parties concerning the exchange of data and information described and for the purposes specified herein above and that this Agreement superseded any and all other Agreements, written, oral, or otherwise. It is further agreed that no modification to this Agreement shall be binding on either party unless such modification is in writing and is signed by a duly authorized representative of each of the Parties.

11. Neither the execution of this Agreement nor the furnishing of any Information hereunder shall be construed by either party as granting any license under any copyrights or patents now or hereafter owned or controlled by the Vendor, or under any copyrights or patents in which the Vendor is now licensed.

12. This Agreement and its validity, construction and effect shall be governed by the laws of the state of California.

13. In the event any part of this Agreement is determined to be void, voidable or unenforceable for any reason whatsoever, the Parties agree that the remaining portion of the Agreement shall not be void, voidable or unenforceable and shall remain in full force and effect.

14. This Agreement may be executed in counterparts. If executed in counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

WHEREBY, the authorized representatives of the Parties have executed this Agreement as set forth below.

SECRETARY OF STATE

VENDOR REPRESENTATIVE

Deputy Secretary of State
HAVA & Counsel

Title _____

Acknowledgment

I, _____, have read and understand the Non-Disclosure Agreement between the Secretary of State of California (SOS) and the vendor, as signed on ____ day of _____, 20__ and agree to abide by the terms of that agreement and keep confidential any and all proprietary information disclosed to me for my use in performing my duties related to the examination and testing of the voting system.

I further agree and state that I will not discuss the examination with or divulge any findings to anyone other than authorized members and employees of the Secretary of State of California (SOS), SOS staff, other SOS consultants who have also agreed to the terms of the non-disclosure agreement, and Staff until acceptance and publication of the report of this examination by the SOS.

Dated this ____ day of _____, 20__.

Signature

IV. ATTACHMENTS

Attachment 1 – Cover Letter

The submission of this quote does not obligate the Secretary of State to fund the proposed contract. If the quote is approved for funding, a contract will be executed between the State of California and the bidder. When funding is authorized, the bidder will be expected to adhere to the terms of the executed contract.

The undersigned bidder hereby proposes to furnish all labor, materials, tools and equipment, to provide services in accordance with the specifications and provisions received with the RFQ-IT.

1. Full Legal Name of Bidder's Organization:

2. Mailing Address:

Street City State Zip

Telephone FAX Email

2. Federal Taxpayer Identification Number: _____

3. *If Bidder Organization is a corporation, limited liability company (LLC) or limited partnership (LP), [exact] Entity Number issued to the entity by the California Secretary of State at the time the entity formed, qualified or registered in California:* _____

4. Principal who is authorized to bind the bidder:

Typed Name Title

Original Signature Date

5. Bidder's contact person shall be: _____
(Name and Phone Number)

Attachment 2 – Cost Sheet

For each deliverable identified in the following table, identify the cost methodology per deliverable, which must identify hourly rates, and the number of hours required to complete each deliverable. Provide the information in the following format:

	A	B	C	D	E	F
Phase	Deliverables/Time and Material <i>(SOW Ref Sec 9, Table 1)</i>	Hourly Rate	Estimated Hours	Cost per deliverable <i>(Column B x C=D)</i>	Frequency* <i>(Deliverable Based Only)</i>	Extended Price <i>(Column D x E=F)</i>
1.0 Software Testing	1a. Software Test Plan				1	
	1b. Status Reports				4	
	1c. Work Papers				4	
	1d. Draft Report and Final Report				1	
2.0 Security and Telecommunications Testing	2a. Security and Telecommunications Test Plan				1	
	2b. Status Reports				4	
	2c. Work Papers				4	
	2d. Draft Report and Final Report				1	
3.0 Additional Testing Review	3. Optional: Changes in the electronic poll book that would require additional Testing and/or Review. Assistance with Regression Testing. (Time and Materials Only)		250/hrs		--	

Subtotal \$ _____

Other Costs, Travel, (if required in SOW), etc. + _____

Total Costs \$ _____

*The frequency numbers correspond to Section C - Deliverables, Table 1 of the SOW (See pages 16-17) of this RFQ-IT.

**The number indicated above will be used solely for evaluating the cost as a fair and equitable formula to determine the best value offer and is not binding on the SOS. However, the actual costs per deliverable above shall be binding for the term of the Agreement.

Please Note: Should the SOS amend the awarded agreement from this RFQ-IT beyond May 24, 2022, it will be at or below the rates identified above.

Attachment 3 – Customer Experience Reference Form

The bidder must provide two (2) client references for whom services have been performed, similar in scope and complexity to the services to be performed under this Agreement (as outlined in Exhibit A – Scope of Work (SOW)). Reference information shall include company/organization name, contact representative name and telephone number, project name/description and a description of the services performed.

The description of the services performed must be detailed and comprehensive enough to permit the State to assess the similarity of the referenced projects/experience to the services anticipated to be performed under the Agreement resulting from this procurement and the mandatory experience requirements specified in the SOW, Section D – Qualifications, Skills and Experience. The SOS reserves the right to contact references prior to contract award.

Please complete this form for each client reference.

Bidder's Name:
Subcontractor that provided the services (if other than the bidder):
Company/Organization:
Contact:
Address:
Telephone:
Fax:
E-mail:
Project Name and/or Description:
Bidder or Subcontractor's involvement:
Start Date (mm/dd/yyyy):
End Date (mm/dd/yyyy):
Project Dollar Amount:
Describe services performed for this project [as it relates to the RFQ-IT Experience Requirements]:

Attachment 4 – Bidder 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 and information storage media made available to us by the State for the purpose of responding to RFQ-IT #19-034 or in conjunction with any contract arising there from. 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 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)

Attachment 5 – Payee Data Record (STD. 204)

The successful bidder, as a result of this RFQ-IT, will be required to sign and return a completed Payee Data Record form (STD. 204), prior to contract award. Refer to the following website link for more details (DGS Standard (STD) forms):

<https://www.dgs.ca.gov/PD/Forms>

Attachment 6 - CA Disabled Veteran Business Enterprise (DVBE) Program Requirement

The Contractor's response to this solicitation must contain the completed form(s) based upon the option chosen for DVBE participation.

DVBE program requirements and information located at:
<https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

Forms located at: <https://www.dgs.ca.gov/PD/Forms>

Attachment 7a – Bidder Declaration Form

Bidder must complete the Bidder Declaration (DGS PD 05-105 (written)), including any necessary additional pages, and include it with the bid response. The form can be found at:

<https://www.dgs.ca.gov/PD/Forms>

Attachment 7b – Commercially Useful Function (CUF) Questionnaire

All Bidders using contractors/subcontractors that are certified Small Business (SB) and Disabled Veteran Business Enterprise (DVBE), as applicable, named in the Bidder Declaration (DGS PD 05-105) must complete a CUF Questionnaire (for each SB and DVBE named) and submit the completed questionnaire(s) with the bidder's response. Further information regarding CUF compliance can be reviewed here: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms>

Commercially Useful Function (CUF) Questionnaire

All Bidders using Contractors/Subcontractors that are certified Small Business (SB) and Disabled Veteran Business Enterprise (DVBE), as applicable, named in the Bidder Declaration (GSPD 05-105) must include this completed CUF questionnaire with their offer (for each SB and DVBE named).

1. BUSINESS NAME	
DOING BUSINESS AS* (DBA) NAME	OSDS REF # (CURRENTLY CERTIFIED FIRMS ONLY)

2. COMMERCIALLY USEFUL FUNCTION (CUF)

Commercially Useful Function (CUF) is defined in the Military and Veterans Code 999(b)(5)(B) for Disabled Veteran Business Enterprises (DVBEs) and in Government Code 14837(d)(4)(A) for small/microbusiness. CUF applies to suppliers, **whether prime bidders or subcontractors**, who have California certifications for one or more of the socio-economic programs (e.g., small business, DVBE) and requires that they perform a distinct element of the contract work in order to qualify to receive any available bid preference or incentive.

All certified Small Business, Microbusiness, and/or DVBE contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code, Section 14837(d)(4) (for SB) and Military and Veterans Code, Section 999(b)(5)(B) (for DVBE).

Answer the following questions as they apply to the business named above when fulfilling a contract or purchase order.

1	Is the business responsible for the execution of a distinct element of the work of the contract or purchase order?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Will the business carry out its obligation on a contract or purchase order by actually performing, managing, or supervising the work involved?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Will the business perform work on a contract or purchase order that is normal for its business, services and functions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Does the business perform the work themselves, rather than further subcontracting a portion of the work that is greater than would be expected by normal industry practices?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Does the business add value by performing the work themselves, rather than being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB and/or DVBE participation?	Yes <input type="checkbox"/> No <input type="checkbox"/>

AUTHORIZING SIGNATURE (REQUIRED)

The signatory of this document must be the certified business' Owner (or Officer in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.

OWNER'S/OFFICER'S SIGNATURE	DATE
-----------------------------	------

Attachment 8 – California Civil Rights Laws Certification (DBS OLS 04)

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

