

Exhibit A

SCOPE OF WORK

1. PURPOSE

This Statement of Work (SOW) is for a Risk-Limiting Audit Software Tool (RLAST) to be provided by the Contractor to the California Secretary of State (SOS). The Contractor shall provide services, resources, and tools to support a successful implementation of the RLAST for each county in the State of California that chooses to participate. The Contractor shall meet the needs of SOS in implementation, hosting, supporting and training for its use by SOS and all counties and parties associated, as required by the proposed regulations.

At minimum, the RLAST, using best risk-limiting audit practices, shall provide each of the participating counties elections official use of:

- Ballot-level comparison audit, with a five (5) percent risk limit
- Ballot polling audit, with a five (5) percent risk limit
- Single-Phase audit
- Two-Phase audit

2. BACKGROUND

Elections Code sections 15365 – 15367 were enacted in 2018 through the passing of Assembly Bill (AB) 2125 (Chapter 913, Statutes of 2018) and established a post-election risk-limiting audits pilot program. Existing law in Section 15360 of the Elections Code requires an elections official, during the official canvass of an election in which a voting system is used, to conduct a public manual tally of the ballots cast in 1% of the precincts chosen at random by the elections official. AB 2125 authorized the use of risk-limiting audits in lieu of the 1% manual tally beginning with the March 3, 2020, statewide primary election.

The SOS promulgated regulations implementing the risk-limiting audits pilot program authorized by AB 2125. These regulations are contained in law at Title 2, Division 7, Chapter 2 of the California Code of Regulations and are also available on the Secretary of State's website at: <https://www.sos.ca.gov/administration/regulations/>

Should an elections official decide to perform a risk-limiting audit pursuant to these regulations, the SOS shall provide the RLAST and appropriate training in coordination with the Contractor to the requesting county elections official.

3. REQUIREMENTS

Unless otherwise stated, all references in this section are to Title 2, Division 7, Chapter 2 of the California Code of Regulations.

The RLAST shall:

- 3.1. Provide SOS and all participating counties use of the RLAST for elections beginning in November 2020 which allows public observation and verification of audits. (Section 20124)

- 3.2. Provide the elections official the use of:
 - 3.2.1. Ballot-level comparison audit with a five percent risk limit. (Section 20112(a))
 - 3.2.2. Ballot polling audit with a five percent risk limit. (Section 20112(b))
 - 3.2.3. Single-Phase risk-limiting audit. (Section 20121)
 - 3.2.4. Two-Phase risk-limiting audit. (Section 20122)
- 3.3. Allow the elections official, where appropriate, entry of:
 - 3.3.1. Random seed. (Section 20121(d), 20122(e) and 20122(i))
 - 3.3.2. The ballot manifest for all ballots. (Section 20121 (a)(1), 20122 (a)(1) and 20122(f)(1))
 - 3.3.3. The results for ballots tabulated. (Section 20121(a)(2) and 20122(b)(2))
 - 3.3.4. Voters' choices from the manually inspected ballot(s). (Section 20123(d))
- 3.4. Identify any inconsistency among the ballot manifest, tabulated ballot results, cast vote records and maximum number of ballots to be tabulated as appropriate. (Section 20121(b) and 20122(c))
- 3.5. Specify which ballots from the ballot manifest are to be inspected. (Section 20121(d), 20122(e) and 20122(i))
- 3.6. Produce and clearly present the findings of the risk-limiting audit. (Section 20124 and 20125)
- 3.7. Use risk-limiting audit standards and best practices.
- 3.8. Security: The contractor shall adhere to the Cloud Computing Services Special Provisions(<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language#@ViewBag.JumpTo>) as provided by the Department of General Services. However, in lieu of requirement iii., Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request, as found under Section 4. RLAST and DATA SECURITY; The contractor must also identify any potential weaknesses and provide a remediation plan and milestones for each weakness identified via a plan of action.

The contractor must also meet the requirements as stated below:

- 3.8.1. Contractor shall certify the sufficiency of its security standards, tools, technologies, and procedures under this contract
- 3.8.2. Compliance with the following:
 - 3.8.2.1. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - 3.8.2.2. Privacy provisions of the Federal Privacy Act of 1974

- 3.8.3. Compliance with industry standards and guidelines applicable to the services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
- 3.8.4. Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the RLAST from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- 3.8.5. Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- 3.8.6. Contractor shall allow the State reasonable access to security logs, latency statistics, and other related security data that affect this Contract and the State's Data, at no cost to the State.
- 3.8.7. Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- 3.8.8. No Data shall be copied, modified, destroyed, or deleted by the Contractor other than for normal operation or maintenance during the Contract period without prior written notice to and written approval by SOS.
- 3.8.9. Remote access to Data from outside the continental United States, including remote access to Data by authorized support staff in identified support centers, is prohibited unless approved in advance in writing by the SOS Information Security Officer, with written notice to the SOS Chief Risk Officer
- 3.8.10. Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
- 3.8.11. Contractor shall only store authentication secrets or passwords in a salted and suitable one-way key derivation hashing function.
- 3.8.12. The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the

Secretary of State and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

- 3.8.13. Contractor shall use a salt of at least 32 bits in length and be chosen arbitrarily to minimize salt value collisions.
- 3.8.14. Contactor shall on no less than a monthly basis performs the following:
 - 3.8.14.1. Perform Static Code Analysis
 - 3.8.14.2. Perform Dynamic Code Analysis
 - 3.8.14.3. Perform vulnerability assessments
 - 3.8.14.4. Assess the RLAST for OWASP Top 10 (2017)
 - 3.8.14.5. Assess the RLAST for SANS TOP 25 Most Dangerous Software Errors
 - 3.8.14.6. Make available the results of above analysis or assessments available to SOS.
 - 3.8.14.7. Develop a Plan of Action with Milestones to address any critical, very high, or high finding.
- 3.8.15. Contractor shall remediate any critical, very high, or high findings prior to the RLAST launch date.
- 3.8.16. Any critical, very high, or high findings must be fixed before the RLAST is made available in production.
- 3.8.17. Contractor shall remediate or mitigate any critical, very high, or high findings in no more than 5 days from discovery.
- 3.8.18. Contractor shall remediate or mitigate any findings related to OWASP top 10 and SANS top 25 most dangerous software errors prior to the RLAST soft launch.
- 3.8.19. Contractor shall notify SOS in writing to any non-compliance of this section.
- 3.8.20. SOS may terminate this contract for non-compliance of this section.

3.8.21. Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in:

- a) Extracting and/or transitioning all Data in the format determined by the State ("Transition Period");
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment;
- c) During the Transition Period, access shall continue to be made available to the State without alteration;
- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology;
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data;
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

3.9. Security Incident Handling Definition

3.9.1. Data - means any information, formulae, algorithms, or other content that the counties/SOS, the counties/SOS employees, agents, and end users upload, create or modify using the solution pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.

3.9.2. Data Breach - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.

3.9.3. Security Incident - means an event that may indicate to a Cos systems or data have been compromised or measures put in place to protect the system have failed.

Upon discovery or reasonable belief of any security incident (including Data Breach), Contractor shall notify the Secretary of State Office of Risk Management (ORM) by the fastest means available and in writing within twenty-four (24) hours after the Contractor reasonably believes there has been such a security incident. Contractor's notification shall identify:

- A) The nature of the data breach.

- B) The data or system accessed, used or disclosed;
 - C) Who accessed, used, disclosed and/or received the data/system (if known);
 - D) What Contractor has done or will do to quarantine and mitigate the security incident; and
 - E) What corrective action Contractor has taken or will take to prevent future security incidents.
- 3.9.4. Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- 3.9.5. Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
- 3.9.6. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

- 3.9.7. Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- 3.10. Disaster Recovery/Business Continuity: Unless otherwise stated in the Statement of Work:
- 3.10.1. In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:
- 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss; and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
 - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.
- 3.10.2. Contractor shall restore continuity of RLAST, restore Data in accordance with Recovery Point Objective (RPO) and Recovery Time Objective (RTO) as set forth in the SLA, restore accessibility of Data, and repair RLAST as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- 3.10.3. Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.
- 3.11. Examination and Audit: In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:
- 3.11.1. Upon advance written request, Contractor agrees that the State or its designated representative shall have access to RLAST, operational documentation, records and databases, including online inspections, that relate to the RLAST.

- 3.13.2. Contractor shall provide documentation and evidence of compliance with the four principles of accessibility as outlined by the Web Accessibility Initiative (WAI) perceivable, operable, understandable and robust.
- 3.13.3. Any accessibility issues found must be fixed before the RLAST is made available in production.
- 3.13.4. Any accessibility issues found in production must be fixed within 3 business days the issue was reported.
- 3.13.5. Contractor shall notify SOS in writing if any accessibility issues found in production cannot be fixed within three (3) business days. Contractor's notification shall identify:
 - 3.13.5.1. Accessibility Issue
 - 3.13.5.2. Description of the fix
 - 3.13.5.3. Reason for not being able to fix timely
 - 3.13.5.4. Date the issue will be fixed
- 3.13.6. SOS may terminate this contract for non-compliance of this section.

4. CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include:

4.1. Implementation

- 4.1.1. Contractor shall be responsible for all implementation activities as described herein (Section 3).

- 4.2. Contractor shall provide access and information on the Contractor's application and services regarding architecture, algorithms, code, design, operating environment, interfaces and operating parameters with SOS and its designated third parties such as county election officials, county election management system vendors and voting system vendors, as required to perform all oversight reviews.

4.3. County Coordination

- 4.3.1. Securely host and allow county's use of the RLAST.
- 4.3.2. Data and data transmission shall occur in a format prescribed by the SOS.

4.4. Training

- 4.4.1. A training schedule shall be created in consultation with the SOS and shall include training for SOS and all participating county representatives.
- 4.4.2. SOS staff and county representatives shall be trained in the use and support of the RLAST. Contractor shall ensure that the trainees understand and can properly use the application to the satisfaction of the State.

- 4.4.3. Contractor shall provide all training via in person training or a live webinar tutorial, or another method mutually agreed upon by SOS and Contractor.
- 4.4.4. Contractor shall provide a printed user training manual to SOS and to each participating county.
 - 4.4.4.1. At a minimum, the user training manual should describe each process and feature of the RLAST in detail and how to interpret each message and response.
- 4.5. **Monitoring**
 - 4.5.1. Early Identification of Issues/Risks
 - 4.5.1.1. Contractor and SOS are responsible for early identification and communication of issues and risks associated with execution of the RLAST.
 - 4.5.1.2. Contractor and SOS are responsible for tracking and managing these issues and risks.
 - 4.5.1.3. Contractor shall work with the SOS to make recommendations to mitigate risks, identify the causes of issues, and monitor the status of resolutions.
- 4.6. **Reporting**
 - 4.6.1. Contractor shall prepare a plan that details how the contractor is providing deliverables and timeline.
 - 4.6.2. Contractor shall prepare regular status reports and hold status meetings that summarize key information. Contractor shall review milestones and deliverables and report timely work completed and areas of technical or business risks. Contractor's report shall include the following:
 - 4.6.2.1. Executive summary on technical, business, and schedule
 - 4.6.2.2. Progress (actual vs. planned)
 - 4.6.2.3. Accomplishments
 - 4.6.2.4. Schedules
 - 4.6.2.5. Risks
 - 4.6.2.6. Issues and Concerns
 - 4.6.2.7. Staffing
- 4.7. **System Testing**

Contractor must conduct system testing and show that all requirements have passed this testing. In-order to show that requirements have been tested and passed system testing the Contractor must submit a system test plan to the Secretary of State including the following:

 - 4.7.1. System test cases with action steps and their expected results, covering all system requirements.
 - 4.7.2. A requirements traceability matrix mapping all system requirements to the test cases that are designated to test those requirements.
 - 4.7.3. System test results report showing:
 - 4.7.3.1. Pass fail percentages for all test cases.

- 4.7.3.2. Descriptions of all deficiencies identified and/or resolved throughout the process.
- 4.7.3.3. Any open defects should have a resolution plan and/or resolution date included.
- 4.7.4. Confirmation of successful completion of the System test effort as defined through mutual agreement of the SOS and the Contractor.

4.8. User Acceptance Test

Contractor shall support the SOS in conducting a User Acceptance Test (UAT) by the following:

- 4.8.1. Review and provide feedback regarding test cases written by the SOS staff.
- 4.8.2. Facilitate environment, data, and user access setup required to conduct UAT.
- 4.8.3. Resolve and release fixes for all bugs identified in a timely manner as mutually agreed to between the SOS and Contractor.
- 4.8.4. Facilitate a regular defect triage meeting during UAT to review, prioritize, assign and schedule, all newly identified defects.
- 4.8.5. Track defects and solutions reported for all test phases and activities.
 - 4.8.5.1. If test results cause changes to be made to the RLAST, regression testing shall be performed by the Contractor to ensure that no inadvertent changes were made.

4.9. Support

Contractor shall provide technical support and customer service to SOS and all participating counties for the duration of the contract, to the satisfaction of SOS.

4.10. Software Requirements

- 4.10.1. Contractor shall notify the SOS in writing for changes/upgrades to the production system thirty (30) days prior to implementation.
- 4.10.2. Contractor shall provide documentation and/or evidence of compliance on the state accessibility standards as cited in California Government Code section 11135, Section 508 of the United States Rehabilitation Act, and the Web Content Accessibility Guidelines 2.0 (WCAG) prior to implementation.
- 4.10.3. Contractor shall provide documentation and/or evidence showing compliance to the state information security and privacy standards prior to implementation.
 - 4.10.3.1. California has adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 as minimum information security control requirements to support implementation and compliance with the Federal Information Processing Standards (FIPS). Each state entity shall use the FIPS and NIST SP 800-53 in the planning, development, implementation, and maintenance of their information security programs.

- 4.11. **Outage/Emergency Maintenance:** Contractor shall notify the SOS and the participating counties in writing or the fastest means available within 30 minutes of RLAST system outage, failure or compromise.
- 4.12. Any work not specifically mentioned, but which is needed to make the services described herein complete within the intent of this Agreement, shall be performed without additional cost.

5. STATE RESPONSIBILITIES

- 5.1. The SOS shall provide a point of contact as required to facilitate the performance of Contractor tasks and responsibilities.
- 5.2. The SOS shall review accessibility, privacy and security compliance documentation.
- 5.3. The SOS shall conduct UAT and prepare test scripts for UAT with the assistance of the Contractor. Test outcomes will be documented and reported to the Contractor for correction.
- 5.4. The SOS shall monitor and communicate issues and risks.

6. PROJECT DEADLINES

The contractor shall provide the following in accordance with the Requirements and Contractor's Responsibilities Sections of this SOW and shall be approved or rejected by SOS. Upon rejection, the SOS will provide detailed notes of deficiencies and issues.

- 6.1. The RLAST shall be implemented to all participating counties in California for use in the general election held November 3, 2020.
- 6.2. System Test Plan shall be provided to SOS by September 23, 2020.
- 6.3. UAT shall be made available to SOS by October 14, 2020.
- 6.4. Training and training materials shall be available by October 21, 2020.

7. CONTRACTOR'S MANDATORY QUALIFICATIONS

The Contractor shall possess the following qualifications necessary to accomplish the tasks defined in this SOW:

- 7.1. The Contractor, individually or collectively as a team, must have two (2) years demonstrated experience developing, testing, and supporting risk-limit audits including:

- 7.1.1. Ballot-level comparison audit
- 7.1.2. Ballot polling audit
- 7.1.3. Single-Phase risk-limiting audit

8. **GENERAL INFORMATION**

Contractor will work primarily under the direction of the SOS Deputy Secretary. Changes to contract scope and approach will require SOS approval.

8.1. **Timeframe**

RLAST project shall commence on the date the Agreement is executed by both parties and is *anticipated* to continue through June 30, 2022. If the State deems so necessary, it may extend the term of this Agreement by way of a written and mutually agreed upon Amendment to this Agreement. (See *Exhibit B – Additional Provisions, paragraph #1.*)

8.2. **Travel**

Travel is not anticipated for this contract. In the event travel is necessary, Contractor is responsible for all travel costs as required in the completion of assigned tasks and deliverables.

8.3. **Equipment and Software Formats**

8.3.1. Contractor shall provide its own computer hardware and software. Software to be used by the Contractor for communications and deliverables to SOS shall be in an acceptable format according to SOS.

8.4. **Data Ownership**

No technical characteristic of the RLAST supplied by the Contractor shall prohibit or unreasonably inhibit access to any data in any tables and/or files in the RLAST provided to SOS pursuant to the contract. The Contractor may not share the data with any third party without the express permission of the SOS.

8.5. **Issue Resolution and Escalation**

When a contractual issue arises, the Contractor will immediately report it to SOS. Escalation of unresolved issues is the responsibility of the SOS.

8.6. **Invoices and Payment**

Contractor agrees to provide a tasks and activities report for which the Contractor is responsible for tracking completed tasks and activities for billing. The report must be approved by the SOS prior to submitting an invoice for services and a signed copy must accompany the invoice when submitted. Further instructions will be provided when Contractor begins work.

Contractor shall submit an invoice to SOS no later than the 30th of the month following the last month worked for all work accepted and approved by SOS.

For services satisfactorily rendered, and upon receipt and approval of the invoices, the SOS agrees to compensate the Contractor based on the rate(s)/monthly fee(s) specified herein, in accordance with quote received from Contractor, hereby incorporated by reference and made part of the Agreement.

Invoices shall include the Agreement Number and shall be submitted in arrears to:

Secretary of State
Attn: Accounts Payable
P O Box 944260
Sacramento, CA 94244-2600
Email: accountspayable@sos.ca.gov

8.7. Failure to Perform

Contractor assumes all liability for performance of this contract and all subcontracts executed pursuant to or funded by this contract, and hereby agrees to this contract for risk-limit auditing tool as listed.

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

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

8.8. Termination of Contract

This Agreement shall be subject to termination in the absolute discretion of the SOS, by thirty (30) day written notice given to the Contractor, if at any time funding is not available for the RLAST or if the SOS determines the RLAST is not necessary or feasible due to lack of county participation.

8.9. Security, Standards, and Policies

Contractor and consultants shall adhere to Secretary of State minimum required IT standards, guidelines and policies. The Contractor and consultants shall agree to SOS standards and policies as State staff, including but not limited to Information Security, Internet, Drug-Free Workplace, and Sexual Harassment Prevention. The following regulations, standards, guidelines and policies serve as minimum criteria:

- SOS Policies: Political Activities in the Workplace, Email, Internet/Intranet Access and Usage, Drug-Free Workplace, Sexual Harassment Prevention, and Internal Privacy Policy;
- SOS Security Policies; and
- Additional policies as adopted by the SOS during the duration of the contract

The Secretary of State Contract Manager will provide the Contractor all copies of these policies and shall be returned to the SOS Contract Manager signed by all consultants working under this agreement within five (5) business days of contract start.

9. CONTRACT REPRESENTATIVES

Representatives during the term of this agreement will be:

State Agency: Secretary of State	Contractor: VotingWorks
Name: Susan Lapsley	Name: Matt Pasternack, President
Phone: (916) 695-1662	Phone: (510) 426-9996
E-Mail: SLapsley@sos.ca.gov	E-Mail: matt@voting.works

Direct all contract inquiries to:

State Agency: Secretary of State	Contractor: VotingWorks
Section/Unit: Contract Services Unit	Section/Unit:
Attention:	Attention: Matt Pasternack, President
Address: 1500 11 th St., 4 th Fl. Rm. 460 Sacramento, CA 95814	Address: 135 Main St. Floor 20 San Francisco, CA 94105
Phone: (916) 653-5974	Phone: (510) 426-9996
Fax: (916) 653-8324	Fax:
E-Mail: contractservices@sos.ca.gov	E-Mail: matt@voting.works

Exhibit B

ADDITIONAL PROVISIONS

1. **Amendments**

The Secretary of State (SOS) reserves the right to amend the scope of work, increase the cost and/or extend the term of the agreement, based upon the SOS's need for completion of services and will be based on the original rate(s) received and identified in the contract.

2. **Termination**

The contract may be terminated by the State within a 30-day written notification.

3. **Evaluation of Contractor (Applies Only to Consultant Services Contracts)**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

4. **Hatch Act**

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

5. **Commission, Percentage, Brokerage, or Contingent Fees**

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

6. **Debarment and Suspension**

Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities. Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov.

7. Audit for use of Federal Funds

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

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

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

9. Incompatible Activities

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

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:

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

- e. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- f. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- g. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
- h. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- i. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- j. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- k. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

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



Re: VotingWorks - Sole Source Letter

To Whom It May Concern:

This letter is written to confirm that VotingWorks is the sole source provider in the United States of the hosted version of Arlo Risk-Limiting Audit software and related services (collectively, "Arlo"). For the sake of clarity, the software code in the Arlo product is available to the public via open source licenses, but VotingWorks is the only company that distributes, hosts, services and supports the Arlo product in its entirety. Notwithstanding the foregoing, customers may purchase Arlo hosting and support from VotingWorks via a reseller or procurement partner, but VotingWorks would provide identical pricing to the customer and reseller and would still be the organization hosting, servicing and supporting Arlo for the customer.

To our knowledge, there are no other products practically available that offer all the same functions as Arlo, and VotingWorks has sole discretion for determining the price for its hosted version of Arlo.

For further information, please feel free to contact us at (510) 426-9996 or at hello@voting.works.

Sincerely,

A handwritten signature in black ink, appearing to read "MP", with a long horizontal line extending to the right.

Matt Pasternack
President, VotingWorks

from: Secretary of State, Constituent Affairs <constituentsaffairs@sos.ca.gov>

to:

date: Oct 31, 2022, 3:40 PM

subject: Public Records Act Request

Dear xxxxxxxxx,

Thank you for contacting the Secretary of State to request records for a past procurement referenced by language on our website for a pilot project that originally was to expire in 2021 but has been extended to expire in 2023. Please note, the pilot program now is governed by California Code of Regulations, Title 2, Division 7, Chapter 2, sections 20110-20126.

We have located two (2) records, (21 pages), responsive to your request for procurement documents.

With regard to your request for justification for a noncompetitive bid procurement, as noted in the California State Contracting Manual, Volume FISCAL, Chapter 6, section 6.6.1, p.21, applicable at the time of procurement, acquisitions meeting specified criteria (e.g. when competition does not exist) were exempt from advertising and competitive bidding up to \$1,000,000.00 and could be executed without an approved NCB Justification for the following items:

- "· New proprietary software
- Existing proprietary software maintenance /upgrades renewals"

The California Public Records Act permits the Secretary of State to collect statutory fees for the cost of producing copies of its records, which must be remitted at the time the records are requested. The statutory fees for the reproduction of plain copies of the records you have requested are \$1.00 for the first page, and \$0.50 for each additional page, per record. Nonetheless, during the current COVID-19 situation, we can provide the attached copies at no charge.

We hope this information is helpful to you.

Sincerely,

Constituent Affairs
Secretary of State

Short Description: Request for past VotingWorks procurement & pricing

Your Question or Comment: On www.sos.ca.gov/elections/post-election-audits/risk-limiting-audits the SOS says, "The Secretary of State has PROCURED a tool called Arlo for this purpose [election audits]. Arlo is a web-based tool based on open-source and freely available code that is provided by VotingWorks. VotingWorks is also providing hosting and support services for participating counties." (caps added)

Under the Sunshine Amendment and the California Public Records Act (CPRA), I request copies of all documents supporting the procurement mentioned on that website, and past agreement(s), statement(s) of work, pricing and any justification(s) for non-competitive procurement, for the "tool called Arlo...that is provided by VotingWorks" which "The Secretary of State has procured", as stated on that SOS website.

I received a 10/28 email that "The office of the Secretary of State does not have a current agreement with Voting Works or related to the tool called Arlo.