



**Secretary of State
Alex Padilla**

STATE OF CALIFORNIA

**CALIFORNIA APPLICATION FOR
CERTIFICATION OF AN ELECTION
MANAGEMENT SYSTEM**

APPLICATION INSTRUCTIONS

Revision May 20, 2020

APPLICATION INSTRUCTIONS

INTRODUCTION

Pursuant to Title 2, California Code of Regulations, Section 19066, any Election Management System (EMS) used by county elections officials shall be certified with the SOS and shall adhere to all applicable federal and state laws. This certification process includes:

- Completion of this application to initiate the certification process. Includes submission of the initial system documentation package and SOS's approval to initiate the certification process.
- Receipt of EMS system requirements, VoteCal interface specifications, VoteCal standards, VoteCal test connectivity specifications, and SOS support for remediation activities.
- Remediation of the EMS software to meet EMS requirements and conform to VoteCal specifications and standards.
- Development of a detailed system integration, security and performance test plan that reflects the scope and complexity of the system.
- Code review for selected software components.
- Functional testing of the integrated system, including testing of the full scope of system functionality, all interface functionality with VoteCal.
- Security testing that includes a full source code review and penetration testing.
- Performance testing of the system and/or all devices with which the end user directly interacts.
- Completion of this application to obtain initial certification of the EMS. This includes re-submission of the "final" system documentation package.
- Successful User Acceptance Testing (UAT) and examination of the final system documentation package and testing of the system user manual.

GENERAL INSTRUCTIONS

This document provides detailed instructions for completion and submission of an EMS certification application. An application is considered complete only when all appropriate forms and supplemental materials are provided to the SOS. The application forms are composed of the following five parts:

- **Part 1 – System Identification and Non-Disclosure**
- **Part 2 – Ownership & Control**
- **Part 3 – References**
- **Part 4 – System Documentation Package**
- **Part 5 – Attestation and Signatures**

The application must be submitted to the SOS electronically. The application shall be located in the root directory of the submitted electronic media. The system documentation package (SDP) file(s) shall be located in a sub-directory named "System_Documentation_Package". Do not order the documentation into further sub-directories.

Upon receipt of an application, the submitted documentation will undergo review by the SOS. You will be contacted if any parts of the application are determined to be insufficient. If the submitted documentation is determined to be sufficient, you will be contacted by the SOS to begin arrangements for the subsequent steps of the process. The SOS reserves the right to determine the extent of testing necessary for evaluation and approval of any EMS.

For additional information regarding the approval process, Please contact
VoteCalEMSCertification@SOS.ca.gov

PART 1 OF 5
SYSTEM IDENTIFICATION AND NON-DISCLOSURE

6. EXISTING CUSTOMERS – Identify all current California customers that will be affected by this request.

Customer	Customer	Customer

7. NON-DISCLOSURE-AGREEMENT – Please sign and complete the Non-Disclosure agreement attached to this application in Appendix A.



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PART 2 OF 5
OWNERSHIP AND CONTROL

Part 2 must be completed by all applicants and submitted electronically. If there is more than one applicant entity for this application, a separate Part 2 must be completed for each applicant. Each file must be named "Application Part 2 – XXXX.doc" (or .pdf), where XXXX represents the applicant's name. All information contained on this form is a matter of public record.

APPLICATION DATE:

SYSTEM NAME AND VERSION:

1. APPLICANT INFORMATION – If the entity is a government jurisdiction, complete only sub-parts "a) Applicant's Full Legal Name" and "e) Principle Address." Otherwise, this section must be completed in its entirety.

a) Applicant's Full Legal Name - Provide the full legal name of the applicant.

b) Type of Entity - Indicate the legal status of the entity. If "Other," explain in the space provided.

- | | | |
|--|---|---|
| <input type="checkbox"/> Publicly-held Corporation | <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Privately-held Corporation |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Other: | | |

c) Date Established - If applicant is not an individual, indicate the date the entity was legally established.

d) Primary State of Incorporation (or Registration) - If the applying entity is a corporation, indicate the US state (or country) in which incorporated. If entity is another form of business entity, indicate the US state or country in which registered.

e) Principle Address - Provide the primary legal address of the entity.

f) Principle Officers - For corporations, identify the Chief Executive Officer, the Secretary, the Chief Financial Officer and all Directors. For partnerships, identify each of the partners. For sole proprietorships and Subchapter S corporations, identify the principal. For each individual identified, provide the name, title, telephone number and mailing address.

Name	Title	Telephone Number	Mailing Address

- g) **Agent of Record** - Provide the name, telephone number and mailing address of the designated agent for service of process in California.

Name	Telephone Number	Mailing Address

- h) **Identify Legal Name and Address of all Entities with More Than 10% Ownership Interest in Entity** - If the applicant entity is not a sole proprietorship, Subchapter S corporation or partnership, provide the legal name and mailing address of each entity that owns 10% or more interest in the applicant entity.

Name	Mailing Address

- i) **D-U-N-S® Number** - If the applicant entity has been issued a Data Universal Numbering System (D-U-N-S®) number by Dun & Bradstreet, provide this number. If no such number has been issued to this entity, state "None Issued."
- j) **Gross Annual Sales for the Last Three Fiscal Years** - Provide the Gross Annual Sales for the applicant business entity separately for each of the last three fiscal years. For each, provide the fiscal year end date.

2. MANUFACTURING AND SOFTWARE DEVELOPMENT

- a) **Applicant Addresses for Manufacturing and Development** - For each hardware or software component of the system manufactured or developed by the applicant, identify the component and the primary address of manufacture or development.

- b) System Components Not Manufactured or Developed by Applicant** - For each hardware or software component of the system that is manufactured or developed by an entity other than the applicant, identify (a) the component, (b) the name of the entity that develops or manufactures the component, (c) the financial relationship between that entity and the applicant, (d) the principal address of that entity and (e) the primary address where that component is manufactured or developed.

(a) Component	(b) Developer / Manufacturer	(c) Relationship	(d) Developer/ Manufacturer Address	(e) Address Component Developed/ Manufactured

- c) Intellectual Property Rights** - For each component of the system for which the applicant does not own full intellectual property rights, identify (a) the component, (b) the name of any entity that owns any intellectual or other rights in the component, (c) the contractual relationship between that entity and the applicant, and (d) the principal address of that entity.

(a) Component	(b) Rights Owner	(c) Relationship	(d) Developer/ Manufacturer Address

8. EMS REMEDIATION APPROACH AND RESOURCE PLAN – Provide a short description of the approach your organization will take and anticipated number of resources that will be responsible for EMS remediation and certification activities under the following phases.

- Requirements – Confirming/validating requirements (including functional, technical, and security requirements). Conducting a Gap analysis of the EMS to determine remediation required.
- Design – Software design documentation; design of the solution that will be used to meet the defined requirements.
- Development – Remediation of the EMS to conform to VoteCal specifications. Code and unit testing of the EMS to support the requirements of the solution.

- Testing – Planning and execution of system integration testing, performance testing, security testing and for providing support during user acceptance testing to verify requirements have been satisfactorily met.

- Training – Development of an integrated approach and plan for training county elections officials’ staff and SOS staff on the EMS functionality and production of training materials to support and deliver this training.

- Implementation - County migration planning and support for counties.

9. **ORGANIZATIONAL STRUCTURE** – Please provide the organization structure of your organization in the form of an organization chart, including names and positions/responsibilities for all staff participating in the certification process. Please submit the organization structure as an attachment along with this application.



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PART 3 OF 5 REFERENCES

Part 3 must be completed by all applicants and submitted electronically. All information disclosed in Part 3 is a matter of public record.

APPLICATION DATE:

SYSTEM NAME AND VERSION:

1. JURISDICTIONS USING THE SYSTEM

- a) **Jurisdictions Outside California Using A Version Of This System** - Identify jurisdictions outside California that are using a version of this system, or components of this system. If ten or less, identify all such jurisdictions. If more than ten, list only ten in the following order of preference:

- Any jurisdictions using this exact version of the system, with preference to the largest over the smallest; then
- Jurisdictions using any version of this system, with preference to the most current versions.

For each jurisdiction listed, provide the following information:

- (a) The name of the jurisdiction.
- (b) The population of the jurisdiction.
- (c) Whether the version used in the jurisdiction is the same version for which approval is requested.
- (d) The date the jurisdiction first purchased or leased a version of the system.
- (e) Identify the chief elections official for the jurisdiction. For this person, provide the mailing address, telephone number and email address.

(a) Jurisdiction	(b) Jurisdiction Population	(c) Version	(d) Date of Purchase or Lease	(e) Contact Information – Including Mailing Address Telephone Number & E-mail

- b) California Jurisdictions Using A Version Of This System** - Identify all California jurisdictions using a version of this system. For each such jurisdiction, provide (a) the name of the jurisdiction, (b) the type of jurisdiction (e.g., county, city, etc.), and (c) the version.

(a) Jurisdiction	(b) Jurisdiction Type	(c) Version

2. REVOCATION HISTORY (if any)

- a) If State Approval/Certification Has Ever Been Revoked On Any Version Of This System** - Identify all states in which approval of any version or component of this system has been revoked or denied, including the State of California. If more than one version or component has been revoked or denied by a state, list each instance on a separate line. If necessary, either add additional lines to the table or list all additional instances in a separate and clearly identified document, providing the required information for each.

For each revocation or denial listed, provide the following information:

- (a) The name of the state or county.
- (b) The version of the system or component for which approval was revoked or denied.
- (c) The date on which that approval was revoked or denied.
- (d) The reason given by the state for revoking or denying approval.
- (e) Identify the government employee who is most knowledgeable about the circumstances regarding that revocation or denial. For this person, provide the mailing address, telephone number and email address.

(a) State	(b) System Version	(c) Date Revoked	(d) Reason for Revocation	(e) Contact Information – Including Mailing Address Telephone Number & E-mail



PART 4 OF 5 SYSTEM DOCUMENTATION PACKAGE

Applicants must submit an initial System Documentation Package (SDP) prior to the initiation of any certification activities and a final SDP following remediation of the system and prior to Certification. The Initial and Final SDPs correspond to the certification application type (initiate certification process vs. initial certification and annual re-certification) selected on Part 1 of this application. The Initial and Final SDP shall include all of the items listed below within this section.

- **Initial SDP** - The Initial submission of the SDP is required for formal initiation of the certification process. All documents supplied must represent the current version of the election management system on which remediation will be performed to conform to California SOS VoteCal specifications and standards. Documents must be titled and submitted according to the subcategories and order outlined below. All documentation must be submitted in a directory titled “(System Name and Version) – Initial System Documentation Package”.
- **Final SDP** - The final submission of the SDP is required to obtain initial certification or annual re-certification of the EMS. All documents supplied must represent the current version of the remediated election management system being submitted for initial certification or annual re-certification. Documents must be titled and submitted according to the subcategories and order outlined below. All documentation must be submitted in a directory titled “(System Name and Version) – Final System Documentation Package”.

All information disclosed in Part 4 is a matter of public record. The vendor must clearly mark any documentation it requests to be treated as confidential and proprietary before providing it to the Secretary of State or its representatives for evaluation. Marking the entire package as confidential and/or proprietary is insufficient. All pages of the documentation that contain information the vendor considers confidential and/or proprietary information must be clearly marked as such.

SDP (INITIAL SUBMISSION) - The Initial submission of the SDP is required for formal initiation of the certification process and shall consist of current system design and user documentation.

DATE OF INITIAL SDP:

SYSTEM NAME AND VERSION:

- ☐ **System User Manual** – Any documentation covering “how to” instructions for all EMS functionalities supplied to existing customers for use by the person(s) who will use the system.
- ☐ **Software System Design Document** – Any documentation describing the logical design of the software, the various modules of the software, their functions, and their interrelationships with each other. This includes the database design, input formats, output layouts, human-machine interfaces, and external interfaces.
- ☐ **System Architecture Document** - Document describing the logical representation of the system, consisting of system components, hosting solutions, systems developed, communication paths and end points that work together to implement the overall system.

SDP (FINAL SUBMISSION) – The final submission of the SDP is not required to initiate the certification process but is required to obtain initial certification or annual re-certification of the EMS. The Final SDP shall consist of system design, test plans and test results, training plan and user documentation reflecting the final EMS version requested for certification.

DATE OF FINAL SDP:

SYSTEM NAME AND VERSION:

- ☐ **System User Manual** - Documentation covering “how to” instructions for all EMS functionalities supplied to the customer for use by the person(s) who will use the system. Documentation shall cover all

requirements of the system, including all interactions with the VoteCal system. User documentation must be developed to accompany current and existing VoteCal guidance documentation such as: Confidential Voters, Conditional Voter Registration, EMS Messages, Official List, Registration Date, DMV Change of address, Synch Check, Voter Information Guide, Report of Registration, Public Voter Data Request (PVRDR), Jury Wheel, Ballot Processing, Push Voter, and California New Motor Voter.

- ☐ **Software System Design Document** - Documentation describing the logical design of the software. This documentation shall clearly indicate the various modules of the software, their functions, and their interrelationships with each other. This includes the database design, input formats, output layouts, human-machine interfaces, and external interfaces. Design document sections must be mapped to and cover all requirements.
- ☐ **System Architecture Document** - Document describing the logical representation of the system, consisting of system components, systems developed, communication paths and end points, that work together to implement the overall system in the state of California.
- ☐ **EMS Software Code** – EMS software code representing the version being submitted for certification, including all county installation and setup instructions/requirements.
- ☐ **System Test Plan and results** – The system test plan shall include test scripts with detailed instructions, including actions and expected results, describing steps to carry out all remediated EMS functionality. The complete collection of test scripts shall cover all of VoteCal’s EMS specifications and standards, such that execution of all test scripts will verify that all requirements for the remediated EMS have been met. Each test script shall include a reference to the requirement(s) and/or specification(s) which it is designed to test to establish traceability from requirements to specifications to test scripts. SOS will evaluate remediation test scripts to determine that they are comprehensive in their coverage of Remediated EMS functionality. Upon completion of system testing, test results shall be provided including pass fail percentages for test executed, descriptions of all deficiencies identified and/or resolved, and confirmation of successful completion of the given test effort.
- ☐ **Performance Test Plan and results** – The performance test plan shall include descriptions of all the performance (or load/volume) related testing that has been conducted on the remediated EMS in-order to verify that performance requirements have been met. Results shall include pass fail percentages, descriptions of all deficiencies identified and/or resolved, and confirmation of successful completion of the given test effort.
- ☐ **Security Test Plan and results** – The security test plan shall include descriptions of all the security related testing that has been conducted, including full source code review and penetration testing, on the remediated EMS in order to verify that security requirements and drafted security regulations have been met. Results shall include pass fail percentages, descriptions of all deficiencies identified and/or resolved, and confirmation of successful completion of the given test effort.
- ☐ **System Training Plan** – The system training plan will detail how the Contractor will train county elections officials’ staff in the use of the remediated EMS, including all technical and user-facing EMS functionality. The Training Plan shall include detail on the different approaches proposed for each county that the Vendor intends to train. For example, a large county may require a train-the-trainer approach in addition to typical training in order to facilitate training to a large number of county users.
- ☐ **County Migration Plan** – The County Migration plan will detail the steps to be taken to migrate an existing county from one EMS to the remediated EMS being certified and shall include roles and responsibilities for all necessary cutover activities. The County Migration plan shall include County preparation activities required for migration readiness, contingency and fallback plans should the transition fail, and the general approach for county support through and following the cutover processes.



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PART 5 OF 5

ATTESTATION AND SIGNATURES

APPROVAL FOR INITIATION OF THE CERTIFICATION PROCESS - The organization that is party to the application must have a representative sign the application certifying the information contained in the application is true and accurate. Each signatory must be a person legally authorized to sign and submit the application on behalf of the applicant or organization.

"I hereby certify that the information submitted on this form, as well as all attachments and submitted documentation is true, accurate and complete. Finally, I certify that I am legally authorized to sign and submit this application on behalf of the applicant organization(s)."

Signature

Signature

Name (printed)

Name (printed)

Organization

SOS

Date

Date

APPROVAL FOR INITIAL CERTIFICATION / RE-CERTIFICATION OF THE EMS - The organization that is party to the application must have a representative sign the application certifying the information contained in the application is true and accurate. Each signatory must be a person legally authorized to sign and submit the application on behalf of the applicant or organization.

“I hereby certify that the information submitted on this form, as well as all attachments and submitted documentation is true, accurate and complete. Finally, I certify that I am legally authorized to sign and submit this application on behalf of the applicant organization(s).”

Signature

Signature

Name (printed)

Name (printed)

Organization

SOS

Date

Date

APPENDIX A: NON-DISCLOSURE AGREEMENT

This Agreement ("Agreement") is entered into this ____ day of _____, ("Effective Date") between the California Secretary of State, its officers, agents or employees and applicant, ("Vendor"), its officers, agents or employees. The Secretary of State and Vendor are referred to herein collectively as the "Parties" and individually as a "Party." The Parties hereby agree as follows:

1. The purpose of this Agreement is to facilitate the exchange of technical, proprietary and/or non-public information ("Confidential Information").
2. As used herein, the term "Confidential Information" shall mean information or materials provided by or to the Secretary of State in any tangible or intangible form, directly or indirectly disclosed to or by Vendor orally or in writing on or after the Effective Date.
3. The obligations of the State under this Agreement are subject to the California Public Records Act, 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.
4. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (i) were generally known to the public on the Effective Date; (ii) become generally known to the public after the Effective Date, other than as a result of the act or omission of either of the Parties; (iii) were rightfully known to Vendor prior to its receipt by Vendor; (iv) are or were disclosed by the Secretary of State generally without restriction on disclosure; (v) lawfully received from a third party without that third party's breach of agreement or obligation of trust; (vi) is disclosed by a Party pursuant to a subpoena or other legal process and which, as a result, becomes legally obtainable; or (vii) are independently developed by Vendor.
5. The Secretary of State will notify Vendor as soon as reasonably practicable of any and all public record requests for Vendor's 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.
6. The Parties agree to hold such Confidential Information in trust and confidence and agree it: shall be used only for the contemplated purposes, shall not be used for any other purpose, and shall not be disclosed to any third party.
7. Vendor shall not, without prior written approval of Secretary of State, use for Vendor's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Secretary of State, any Confidential Information.
8. The Vendor agrees that Confidential Information shall not be copied or reproduced without the express written consent of the Secretary of State, except for such copies as may reasonably be required for internal use.
9. The Parties agree that third party consultants or contractors specifically retained by the Secretary of State may have access to such Confidential Information upon executing an agreement with the Secretary of State acknowledging having read and understood the terms of this Agreement and agreeing to abide thereby. The Secretary of State shall take all reasonable steps to assure compliance by and enforce the preceding Agreement by the third party consultants or contractors. These restrictions shall not be construed to prevent the Secretary of State's third party consultants or contractors from conducting future research on election management systems, possibly including the election management system(s) examined pursuant to this Agreement, so long as that research does not use Confidential Information gained under this Agreement.
10. Upon termination of this Agreement, the Vendor agrees to return to the Secretary of State or, alternatively, certify in writing to the Secretary of State as destroyed in accordance with the Federal Information Security

Management Act and National Institute of Standard Technology Special Publication 800-36, all copies of the Confidential Information received or produced under this Agreement.

11. Each Party shall immediately report to the other party any and all unauthorized disclosures, breaches or uses of the Confidential Information. The Secretary of State shall not be liable for inadvertent, accidental, unauthorized or mistaken disclosure, breach or use by its employees of Confidential Information pursuant to this Agreement, provided that:
 - a. The Secretary of State shall use the same degree of care as it used to protect its own Confidential Information of like importance; and,
 - b. Upon discovery, the Secretary of State endeavors to prevent further disclosure, breach or use.
12. The Parties agree for a period of five (5) years from the date of receipt of the Confidential Information to take steps reasonably necessary to safeguard against unauthorized disclosure, breach, 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.
13. In no event shall the Secretary of State be liable to Vendor or to any third party for any lost profits or indirect, incidental, consequential or punitive damages of any nature or kind, resulting from or arising in connection with this Agreement.
14. The Parties agree that this Agreement, when duly executed by all Parties, is the only existing Agreement among the Parties concerning the exchange of Confidential Information and that this Agreement supersedes 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.
15. This Agreement and its validity, construction and effect shall be governed by the laws of the state of California.
16. 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.
17. 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.

Secretary of State

Vendor

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____