



DEAN C. LOGAN  
Registrar-Recorder/County Clerk

## LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK



May 22, 2025

### ADDENDUM NUMBER THIRTEEN

#### REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) #21-004 FOR VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) ENHANCEMENTS AND SUPPORT SERVICES

Dear Vendor:

Addendum Number Thirteen is released pursuant to RFSQ #21-004 for the VSAP Enhancements and Support Services, released on November 8, 2021, by the Department of Registrar-Recorder/County Clerk (RR/CC). This Addendum revises the RFSQ as follows:

1. Paragraph 47.0 (Insurance Coverage), Subparagraphs 47.1 through 47.7 of Appendix D (VSAP Enhancements and Support Services Master Agreement (VESSMA)) is hereby deleted in its entirety and replaced with a new Paragraph 47.0 (Insurance Coverage), Subparagraphs 47.1 through 47.7 of Appendix D (VESSMA Service Categories) to read as follows:

#### 47.0 INSURANCE COVERAGE

Due to the types and nature of the products and services requested in this Master Agreement, the limits and types of insurance may be adjusted in each Work Order Solicitation. In addition to the requirements outlined in the subsections 47.1- 47.7 below, contractor is also required to consult with Exhibit P (VESSMA Insurance Summary Chart) for applicable insurance limits and types.

#### 47.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

#### 47.2 AUTOMOBILE LIABILITY INSURANCE

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

#### 47.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than ten (10) days advance written notice of cancellation for non-payment of premium and thirty (30) days advance written notice for any other cancellation or policy change of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### 47.4 TECHNOLOGY ERRORS & OMISSIONS INSURANCE

Technology Errors and Omissions insurance coverage with limits up to \$10 million as determined by the County depending on the VESSMA Service Category or Subcategory and the services to be performed. The Contractor shall secure and maintain Technology Errors and Omissions insurance coverage with limits in accordance with Appendix D (VSAP Enhancements and Support Master Agreement (VESSMA) and Exhibit P (VESSMA Insurance Summary Chart). For more information, see Appendix D (VSAP Enhancements and Support Master Agreement (VESSMA), Exhibit P (VESSMA Insurance Summary Chart).

Technology Errors & Omissions insurance naming County and its Agents as an additional insured, and including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis (2) systems programming (3) systems integration (4) systems design, consulting, development and modification (5) data entry, modification, verification, retrieval or preparation of data output, and any other services provided by the vendor.

#### 47.5 CYBER LIABILITY INSURANCE

Cyber liability insurance coverage with limits up to \$10 million as determined by the County depending on the VESSMA Service Category or Subcategory and the services to be performed. For more information, see Appendix D (VSAP Enhancements and Support Master Agreement (VESSMA), Exhibit P (VESSMA Insurance Summary Chart).

The Contractor shall secure and maintain cyber liability insurance coverage with limits in accordance with Appendix D (VSAP Enhancements and Support Master Agreement (VESSMA) and Exhibit P (VESSMA Insurance Summary Chart) per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy.

#### 47.6 PROPERTY COVERAGE INSURANCE

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

#### 47.7 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

2. Delete Exhibit P (Cyber Liability Insurance Tool) in its entirety and replace with a new Exhibit P (VESSMA Insurance Summary Chart) into Appendix D (VSAP Enhancements and Support Master Agreement (VESSMA). **See Attachment 1.**

Sincerely,



JEROME JORDAN  
Chief Deputy

JJ:JS  
DL:ca

Attachment

## VESSMA INSURANCE SUMMARY CHART

As of May 2025

**Instructions:** Company must carefully review this exhibit to determine cyber liability insurance limit requirement by category. Company must submit a copy of cyber insurance, if required, as part of their Statement of Qualifications (SOQ) submission based on instructions below.

VESSMA SERVICE CATEGORIES  * = Categories that involve sensitive data.  ** = See Addendum 11 for requirements for Category 2b.	COMMERCIAL GENERAL LIABILITY Insurance Required?	AUTOMOBILE LIABILITY Insurance Required?	WORKERS COMPENSATION & EMPLOYERS' LIABILITY Insurance Required?	CYBER LIABILITY Insurance Required?  Up to \$10 million	TECHNOLOGY E&O Insurance Required?  Up to \$10 million	PROPERTY COVERAGE Insurance Required?	PROFESSIONAL LIABILITY/ E&O Insurance Required?
CATEGORY 1: Vote Center Deployment Services	Yes  (All Categories)  General Aggregate: \$2 million  Products/ Completed Operations Aggregate: \$1 million  Personal and Advertising Injury: \$1 million Each Occurrence: \$1 million	Yes  (All Categories)  \$1 million for bodily injury and property damage	Yes  (All Categories)  \$1 million per accident	NO	NO	Yes, coverage is limited to County property (e.g., voting equipment) in transit.	Yes  (All Categories)  \$1 million per claim and \$2 million aggregate
CATEGORY 2: Election Operations Management and Planning Services							
A. Election Operations Management and Planning (General) services.				NO	NO	Yes, coverage is limited to County property (e.g., voting equipment) in transit.	
B. Voting Location Accessibility Support Services				YES **	NO	NO	
CATEGORY 3: Vote Center Network Support (NOC)				YES	YES	NO	
CATEGORY 4: Election Cybersecurity Services (SOC)				YES	YES	NO	
CATEGORY 5: VSAP Tally (Tally) AND VSAP Ballot Layout (VBL) Enhancements				YES *	NO	NO	

VESSMA SERVICE CATEGORIES	COMMERCIAL GENERAL LIABILITY Insurance Required?	AUTOMOBILE LIABILITY Insurance Required?	WORKERS COMPENSATION & EMPLOYERS' LIABILITY Insurance Required?	CYBER LIABILITY Insurance Required?	TECHNOLOGY E&O Insurance Required?	PROPERTY COVERAGE Insurance Required?	PROFESSIONAL LIABILITY/ E&O Insurance Required?
<p>* = Categories that involve sensitive data.</p> <p>** = See Addendum 11 for requirements for Category 2b.</p>				Up to \$10 million	Up to \$10 million		
CATEGORY 6: Election Support Services	Yes	Yes	Yes				Yes
A. Election Contact Center and Field Support Technician (FST) services.	(All Categories)	(All Categories)	(All Categories)	NO	NO	NO	(All Categories)  \$1 million per claim and \$2 million aggregate
B. Election Service Management Platform Support services	General Aggregate: \$2 million	\$1 million for bodily injury and property damage	\$1 million per accident	YES *	YES	NO	
C. Election Worker Management Platform Support services	Products/ Completed Operations Aggregate: \$1 million			YES *	YES	NO	
D. Election Cloud-Based Contact Center Support services	Personal and Advertising Injury: \$1 million Each Occurrence: \$1 million			NO	NO	NO	
E. VSAP Open-Source management services				NO	NO	NO	
F. GIS and Mapping Services				YES	NO	NO	
CATEGORY 7: BMD/BMG Enhancement & Maintenance				YES *	NO	NO	
CATEGORY 8: Infrastructure Support Services				YES *	YES	NO	
CATEGORY 9: Voter Education and Outreach Communication Campaign Services	NO			NO	NO		
CATEGORY 10: Learning Management System Services	YES *			YES	NO		
CATEGORY 11: Voter Communication Services				YES	YES	NO	

## 1. DETERMINING CYBER LIABILITY AND TECHNOLOGY E&O LIMITS

Cyber Liability and Technology E&O insurance may be required for all Informational Technology (IT) projects. Please be sure to first consult the VESSMA INSURANCE SUMMARY CHART above for requirements specific to each category.

The limits depend on the size of the company type, company revenue and type of IT project.

**A. General IT Project:** Calculating Cyber liability and Technology E&O Insurance for projects that do **NOT** involve sensitive data (for example, Personal Identifiable Information – PII or data that may compromise security of the department's systems).

- 1) Determine if category requires Cyber liability and Technology E&O Insurance by referring to the VESSMA Insurance Summary Chart above;
- 2) Determine the size of your company and qualifying features (Table 1, Columns 1 and 2); and
- 3) If the project does not involve collection, transfer, or maintenance of any sensitive data for the County, then it falls under the **General IT Project category** and the limit recommended in Table 1 for this type of the project should be used as the final recommended limit.

**TABLE 1**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
Company Size	Qualifying Features	Recommended Cyber Limit for General IT Project	Recommended Technology E&O for General IT Project
Small companies and non-profits	Up to \$100M in revenue	\$2M	\$2M
Medium companies	Between \$100M and \$250M in revenue	\$3M	\$3M
Large companies	Between \$250M and \$1B in revenue	\$5M	\$5M
Very large companies	Over \$1B in revenue	\$10M	\$10M

\* = Categories that involve sensitive data.

**B. IT Project (Sensitive Data):** Calculating Cyber Liability and Technology E&O Insurance for projects that involves sensitive data. **This will require additional coverage.**

- 1) Determine if category requires Cyber liability and Technology E&O Insurance and involves sensitive data by referring to the VESSMA Insurance Summary Chart above;
- 2) If the project involves collection, transfer or maintenance of any sensitive data for the County, then use Table 2 and 3 to calculate the recommended limit;
- 3) Determine the size of the company and qualifying features (Table 2, Columns 1 and 2);
- 4) Determine number of sensitive records used; and
- 5) Use Table 3 multipliers to determine the final limit to be required for the project. The limit calculated by using these multipliers apply if it is greater than the limit shown in Table 2, Column 3, or 4. The minimum limit shown in Table 2, Column 3, or 4 should be used if the limit calculated by using the multipliers in Table 3 is lower than the minimum recommended limit. Limits should be rounded to the nearest \$1 million.

**TABLE 2**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
Company Size	Qualifying Features	Recommended Cyber Limit for IT Projects Involving Collection or Maintenance of PHI and/or PII	Recommended Technology E&O for IT Projects Involving Collection or Maintenance of PHI and/or PII
Small companies and non-profits	Up to \$100M in revenue	Not less than \$3M	Not less than \$3M
Medium companies	Between \$100M and \$250M in revenue	Not less than \$5M	Not less than \$5M
Large companies	Between \$250M and \$1B in revenue	Not less than \$10M	Not less than \$10M
Very large companies	Over \$1B in revenue	Consult with Risk Management for additional advice (County's responsibility)	Consult with Risk Management for additional advice (County's responsibility)

**TABLE 3**

Additional Calculations of Cyber Liability and Technology E&O Insurance Limits (IT Projects with PII).

Approximate Amount of Sensitive Records Collected /Maintained for the County	Multiplier	Round Resulting Number to the Nearest Million = Recommended Limit
	<b>5</b>	
PII (Example 1: 100,000 records)	(Ex. 1: 100,000 x 5 = 500,000)	Ex. 1: \$1 million limit
PII (Example 2: 1,200,000 records)	(Ex.2: 1,200,000 x 5 = 6,000,000)	Ex. 2: \$6 million limit