

Introduced by: Hibbert, Johnson  
Date: 03/02/21  
Hearing: 04/20/21  
Action: Enacted as Amended  
Vote: 8 Yes, 1 No, 0 Absent

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-19-24**

**AN ORDINANCE APPROPRIATING FUNDS AND AUTHORIZING THE BOROUGH  
CLERK TO CONTRACT FOR NECESSARY VOTING MACHINES, SOFTWARE, AND  
RELATED EQUIPMENT TO PROVIDE AN ACCESIBLE VOTING SYSTEM FOR  
PERSONS WITH DISABILITIES**

**WHEREAS,** the Americans with Disabilities Act (ADA) and the Help America Vote Act of 2020 (HAVA), as applicable to federal elections, along with other federal laws related to protecting the right to vote, require full and equal opportunity to vote for all eligible voters and an accessible voting system for persons with disabilities; and

**WHEREAS,** a complaint was filed following the October 6, 2015 borough election with the Alaska State Commission for Human Rights (“ASCHR”) alleging discrimination on the basis of a physical disability due to the borough allegedly not accommodating the complainant’s vision disability by providing an accessible voting machine; and

**WHEREAS,** the case caption is *Richard Malley v. Kenai Peninsula Borough*, ASCHR No. J-15-351 (hereinafter the “*Malley case*”);

**WHEREAS,** on October 16, 2018 ASCHR issued its substantial evidence determination in the *Malley case* and offered a conciliation agreement in lieu of proceeding to public hearing; and

**WHEREAS,** the borough entered into the conciliation agreement on December 18, 2018; and

**WHEREAS,** as part of the conciliation agreement entered into in the *Malley case* the borough committed to adopting a voting system to provided private, independent voting by visually impaired citizens; and

**WHEREAS,** the borough must acquire voting equipment and related software that will accommodate individuals with disabilities by providing accessible voting machines and related software and services that allow for “meaningful access to private and independent voting” (hereinafter collectively “ADA compliant voting system”); and

- WHEREAS,** the ADA compliant voting system must be provided at every polling precinct or location in the borough where voting occurs; and
- WHEREAS,** on February 9, 2021, ASCHR approved an amendment to the conciliation agreement to provide the borough more time to acquire an ADA compliant voting system in order to comply with the terms of the conciliation agreement; and
- WHEREAS,** the current voting equipment used by the borough has passed its serviceable life; and
- WHEREAS,** the current voting tabulation server used by the borough is no longer supported by software or hardware vendors; and
- WHEREAS,** current voting equipment used by the borough is incapable of accommodating individuals with disabilities by providing accessible voting machines that allow for “meaningful access to private and independent voting”; and
- WHEREAS,** the State of Alaska is not able to provide the borough use of its ADA compliant voting system; and
- WHEREAS,** KPB 4.10.120 provides that the borough clerk may contract for the provision of specialized materials and supplies without obtaining competitive bids; and
- WHEREAS,** since 2007, only nine voting system providers in the United States have been able to meet the testing standards and accreditation requirements necessary to obtain Election Assistance Commission (EAC) certification under HAVA to provide the necessary ADA compliant voting system that will fit the borough’s needs; and
- WHEREAS,** only two EAC certified companies responded to a request for quotes for an ADA compliant voting system that will fit the borough’s needs, Dominion Voting Systems Inc. (Dominion) and Election Systems & Software, Inc. (ES&S); and
- WHEREAS,** after vetting the quotes, capabilities and services that each company could provide the borough for the costs quoted, Dominion was determined to be the superior choice to fulfill the borough’s needs; and
- WHEREAS,** Dominion is a Colorado based company that provides a certified ADA compliant election system which is used by the State of Alaska, as well as many other boroughs and other municipalities in Alaska for the purposes of conducting and administering federal, state, and local municipal elections; and
- WHEREAS,** the borough has used Dominion, including predecessors in interest, elections products, equipment and software since 1999; and
- WHEREAS,** the borough is collaborating with the cities within the borough to provide for intergovernmental administration of local elections; and

**WHEREAS,** the funds appropriated by this ordinance will be utilized to cover the cost of the necessary election equipment to include ADA compliant voting equipment and related software;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That \$100,816 is appropriated from the General Fund fund balance account number 100.27910 to be transferred to the General Government Capital Project Fund to account number 407.11130.21VOT.49999 for the purchase of ten ADA compliant voting machines plus \$5,000 for estimated shipping costs.

**SECTION 2.** That \$48,000 is currently available through the FY2021 annual budgetary process in the General Fund Assembly - Elections Division account number 100.11130.43410 to supplement the FY2021 total annual lease cost of \$148,976 for the ADA compliant voting system, which includes necessary system hardware, implementation, software licensing, support services, and \$20,000 in estimated shipping costs.

**SECTION 3.** That \$100,976 is appropriated from General Fund fund balance account number 100.27910 to account number 100.11130.21VOT.49999 to provide funding for the FY2021 total annual lease cost of \$148,976 for the ADA compliant voting system, which includes necessary system hardware, implementation, software licensing, support services and \$20,000 in estimated shipping costs.

**SECTION 4.** Pursuant to KPB 4.10.120(C), the borough clerk is authorized to execute an agreement, pursuant to terms and conditions substantially similar to the attached document, between Dominion Voting Inc. and the Kenai Peninsula Borough for an ADA compliant voting system.

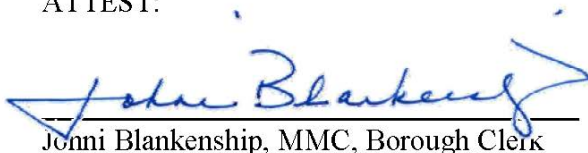
**SECTION 5.** That this ordinance shall be effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 20TH DAY OF APRIL, 2021.**



\_\_\_\_\_  
Brent Hibbert, Assembly President

ATTEST:



\_\_\_\_\_  
Jonni Blankenship, MMC, Borough Clerk



Yes: Bjorkman, Carpenter, Chesley, Cox, Dunne, Elam, Johnson, Hibbert  
No: Derkevorkian  
Absent: None

**VOTING SYSTEM HARDWARE PURCHASE AND  
RENTAL WITH OPTION TO PURCHASE  
BY AND BETWEEN  
DOMINION VOTING SYSTEMS, INC  
AND KENAI PENINSULA BOROUGH**

This Voting System Hardware Purchase and Rental with Option to Purchase Agreement (hereinafter this or the “Agreement”) is entered into by and between Dominion Voting Systems, Inc., (hereinafter “Dominion” or “Licensor”), and the Kenai Peninsula Borough (“Borough” or “Licensee”). This Agreement shall commence on May 1, 2021 (“Effective Date”).

WHEREAS, the Borough desires to acquire certain Americans with Disabilities Act (ADA) compliant voting equipment, voting system services, and a software use licenses; and

WHEREAS, Dominion designs, manufactures, licenses, and provides services for its voting systems;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the terms of conditions set forth herein, Dominion agrees to provide, install, license and furnish the Borough with the System (as defined herein), including products and services described more fully below:

1. **Contract Documents.** Exhibits A and B are attached and incorporated herein by reference and form a part of this Agreement. This Agreement consists of the terms and conditions contained in the following sections and the listed Exhibits:
  - 1.1. Exhibit A: Scope of Services and Payment Provisions
  - 1.2. Exhibit B: Software License Terms and Conditions
  - 1.3. Exhibit C State of Alaska RFP: “Scope of Services / Specifications” as set forth in State of Alaska solicitation RFP No. 19000050 and Contract# 190001019

**If in conflict, the Agreement shall control. If in conflict the order of precedence shall be: the Agreement, Exhibit A, Exhibit B, and then State of Alaska RFP – “Scope of Services / Specifications” as set forth in State of Alaska solicitation RFP No. 19000050 and Contract #190001019.**

2. **Intent.** Pursuant to the terms herein, the parties intend to enter into this Agreement for the purchase of System Hardware as well as the rental with option to purchase additional System Hardware after two years. System use shall be governed by the terms and conditions of the Software License.
3. **Definitions.** For the purposes of this Agreement the following are defined terms:
  - 3.1. “Acceptance” means the successful completion of the acceptance testing performed by the Borough on the Dominion Hardware and related Dominion

Software, after delivery in accordance with testing criteria developed and updated from time to time by Dominion, or the occurrence of other events defined in Section 9.

- 3.2. “Dominion Software” means software and firmware programs licensed to the Borough by Dominion and any associated documentation including the following:
    - 3.2.1. “Democracy Suite Software,” Dominion's election management software associated with the ImageCast voting system which includes Election Event Designer and Results Tally and Reporting.
    - 3.2.2. “ImageCast Software,” the software/firmware designed for use in the ImageCast voting system.
  - 3.3. “Dominion Hardware” means the ImageCast Precinct Scanner and Tabulator ("ICP"), the ImageCast X with BMD, the ImageCast Central Scanner and associated third party workstation (“ICC”) as more specifically described in Exhibit A.
  - 3.4. “Election” means a single election event administered by the Borough including any absentee and early voting activity associated with the election event. Election shall not mean any follow-on events occurring after the initial election event, including without limitations, run-offs or recall replacements elections. Any follow-on event shall be considered an Election in and of itself.
  - 3.5. “Election Management System Hardware” or “EMS Hardware” means third party hardware required for operating Dominion Software as used in conjunction with the Dominion Hardware.
  - 3.6. “License” has the meaning set forth in Section 7.
  - 3.7. “System” means the Dominion Software, Dominion Hardware and EMS Hardware.
  - 3.8. “Third Party Software” means software, other than the Dominion Software, which is owned by third parties, and which Dominion provides to Borough pursuant to sublicenses or end user license agreements with the owners of such Third Party Software. Third Party Software includes, but is not limited to, various operating systems, software drivers, and report writing subroutines.
4. **Term of Agreement.** This Agreement shall commence on the Effective Date. The initial term of this Agreement is for five (5) years. The initial term shall automatically renew for one additional three (3) year term unless the Agreement is terminated prior to renewal by a party pursuant to the terms of this Agreement. Provided however that the five-year initial term is specifically subject to the Borough’s option following the expiration of the second

year of the term to either purchase the System Hardware rental equipment or terminate the Agreement pursuant to Section 17.4 below.

- 4.1. Per Exhibit A, Payment Schedule, “Year 1” of the initial term will be a 14 month term beginning May 1, 2021 and ending June 30, 2022. “Year 2” of the term and the final year of the rental equipment option will begin July 1, 2022 and end June 30, 2023. Thereafter, subsequent years of the Agreement term shall begin on July 1.

**5. Dominion’s Responsibilities.** Dominion shall:

- 5.1. Perform the Scope of Services, Specification as set forth in Exhibit A, Scope of Services and Payment Provisions
- 5.2. Provide the System and services as described in Exhibit A, Scope of Services and Payment Provisions
- 5.3. Provide the Borough with a Dominion Software Use License as described in Exhibit B - Software License Terms.
- 5.4. Within 30 days of appointing a Project Manager to oversee the general operations of the project. The project manager shall be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The project manager shall communicate with the Borough as to the status of information, procedures and progress on the tasks set out in this Agreement and alert of any material change in such plans.
- 5.5. Assist in the Acceptance Testing process as require by Section 9 below.
- 5.6. Provide the Borough with a reproducible electronic copy of the user documentation.
- 5.7. Provide the System that Dominion designs, manufactures, and/or licenses, which is certified for use as a voting system in the Borough’s jurisdiction.
- 5.8. Provide timely invoices to Borough pursuant to the payment schedule in Exhibit A and the payment terms described in Section 5.1 herein.

**6. Boroughs Responsibilities.** Borough shall:

- 6.1. Pay invoices in a timely manner due no more than thirty (30) calendar days from receipt of a Dominion invoice.
  - 6.1.1. The Borough represents to Dominion that it is exempt from paying applicable sales tax within the Kenai Peninsula Borough and that no state sales or use tax is applicable. The invoices shall be billed and paid with no sales tax charge added.

- 6.1.2. The Borough may payoff all balances due pursuant to the payment schedule in Exhibit A at any time without penalty. Provided however that should the Agreement continue beyond the second year of the Agreement, then pursuant to Section 17.4 below the Borough must purchase the System Hardware.
- 6.2. Appoint a Project Manager who shall be responsible for review, analysis and acceptance of the System and the coordination of Borough personnel, equipment, vehicles and facilities. The Project Manager shall be empowered to make decisions on behalf of the Borough with respect to the work being performed under this Agreement. The Project Manager shall also have direct access to the Borough's top management at all times for purposes of problem resolution.
- 6.3. Conduct Acceptance Testing process as required by Section 9 below.
- 6.4. Borough shall provide reasonable access and entry into all Borough property required by Dominion to provide the System and perform the services described in this Agreement. All such access and entry shall be provided at Borough's expense.
- 6.5. Borough's obligations related to all aspects of this Agreement are subject to annual appropriation by the Kenai Peninsula Borough Assembly for the purpose of performing its obligations. In the event appropriations are not authorized or not sufficient for Borough to perform any of its obligations under any section this Agreement, Borough may terminate this Agreement upon thirty (30) days written notice without further obligation.

## **7. Title and Risk of Loss.**

- 7.1. Title to the System. The System Hardware shall be provided to the Borough as part of this Agreement described herein and as described more particularly in the contract documents. Title to the portion of the Hardware System that is rental equipment for the first two years shall not pass to the Borough and shall remain with Dominion, until such a time when the Borough exercises its option to purchase the Hardware System in-full. Title to the Hardware System that is purchased and transfers at inception shall transfer to the Borough upon delivery and acceptance by the Borough.
- 7.2. Software. Dominion Software and Third Party Software is licensed, not sold. The original and any copies of the Dominion Software, or other software provided pursuant to this agreement, in whole or in part, including any subsequent improvements or updates, shall remain the property of Dominion. or any third party that owns such software.
- 7.3. Risk of Loss. The risk of loss from any casualty to the goods, regardless of the cause, shall be on the Dominion until title to the System passes to the Borough.



Borough shall provide Dominion with a single location for shipment and Dominion shall not be responsible for shipping to more than one location. To retain the benefit of this clause, Borough shall notify Dominion of any loss or damage within ten (10) business days of the receipt of any or all portions of the System, or such shorter period as may be required to comply with the claims requirements of the shipper and shall cooperate in the processing of any claims made by Dominion.

## **8. Software License.**

- 8.1. License. Upon mutual execution of this Agreement, Dominion grants to the Borough, and the Borough accepts a non-exclusive, non-transferable license (“License”) to use the Dominion Software subject to the terms and conditions of this Agreement and the Software License Terms attached hereto as Exhibit B.
- 8.2. Third Party Software. The System includes Third Party Software, the use of which is subject to the terms and conditions imposed by the owners of such Third Party Software so long as the software functions substantially in accordance with its specifications. Borough consents to the terms and conditions of the Third Party License Agreements by Borough's first use of the System.

## **9. Acceptance.**

- 9.1. Dominion Software or Dominion Hardware. After delivery Dominion Software or Dominion Hardware, the Borough will conduct acceptance testing of such items in accordance with the acceptance criteria developed and updated, from time to time, by Dominion. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after delivery.
- 9.2. System Acceptance Testing. To the extent not tested as part of the testing pursuant to Section 9, upon completing the installation of the System, the Borough will conduct system acceptance testing, according to the acceptance test procedures developed and updated, from time to time, by Dominion. Such acceptance testing shall occur at a time mutually agreed upon by the Parties, but no later than ten (10) business days after installation of the System.

## **10. Dominion Software Warranty.**

- 10.1. Dominion Software Warranty. The Dominion Software Warranty is subject to the Software License Terms attached hereto as Exhibit B.
- 10.2. Third Party Software Warranty. To the extent permitted by the licensors of Third Party Software, Dominion shall pass to Borough all warranties such licensors make available to Dominion regarding the operation of Third Party Software. However, Dominion will coordinate with Third Party Software licensors and Dominion will use its best efforts to ensure Third Party Software functions substantially in accordance with its specifications.

10.3. No Other Software Warranties. DOMINION DISCLAIMS ALL OTHER SOFTWARE WARRANTIES AND REPRESENTATIONS WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## 11. Hardware Warranty.

11.1. Dominion Hardware Warranty Terms. Dominion warrants that when used with the configuration approved by Dominion, each component of Dominion Hardware will be free of defects that would prevent the Dominion Hardware from operating in conformity in all material respects with its specifications. The Dominion Hardware Warranty shall remain in effect during the Agreement term.

11.2. Hardware Warranty Services. If any Hardware component fails to operate in conformity with its specifications during the warranty period, Dominion shall provide a replacement for the Hardware component or, at Dominion's sole option, shall repair the Hardware component, so long as the Hardware is operated with its designated Software and with third party products approved by Dominion for use with the Hardware. The following conditions apply to the Hardware warranty:

11.2.1. The following services are not covered by the Dominion Hardware warranty, but may be available for purchase at Dominion's then current time and material rates:

- a. Except as otherwise provided in Exhibit A or Exhibit C to this Agreement, replacement of consumable items including but not limited to batteries, pens, paper rolls, seals, printer ink, removable memory devices, etc.;
- b. Repair or replacement of Dominion Hardware damaged by of accident, disaster, theft, vandalism, neglect, abuse, or any improper usage;
- c. Repair or replacement of Dominion Hardware modified by any person other than those expressly authorized in writing by Dominion;
- d. Repair or replacement of Dominion Hardware products from which the serial numbers have been removed, defaced or changed.

11.3. EMS Hardware Warranty. To the extent permitted by the manufacturers of the EMS Hardware, Dominion shall pass to the Borough all warranties such manufacturers make available to Dominion. However, EMS Hardware will operate in conformity in all material respects with its specifications. If EMS does not provide the warranty, then Dominion will use its best efforts to make sure the hardware functions substantially in accordance with its specifications.

11.4. No Other Warranties. DOMINION DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**12. Confidential Information.**

12.1. For purposes of this Agreement, confidential information (“Confidential Information”) is defined as those materials, documents, data, and technical information, specifications, business information, Borough information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as “confidential”. Confidential information includes, without limitation, Dominion Software source code and associated documentation.

12.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations and shall disclose it therein only on a need to know basis.

12.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court

12.4. The parties understand and agree that Borough is a public entity that may be subject to Public Record Laws. Therefore, any covenant of confidentiality given by the Borough in this Agreement shall be governed by and superseded by the provisions and limitations of applicable Public Record Laws.

12.5. Any specific information that Dominion claims to be confidential must be clearly identified as such by Dominion. To the extent consistent with Public Record Laws, Borough shall maintain the confidentiality of all such information marked by Dominion as “Confidential”. If a request is made to view such confidential information, Borough will notify Dominion of such request and the date the information will be released to the requestor unless Dominion obtains a court order enjoining such disclosure. If Dominion fails to obtain such court order enjoining such disclosure, the Borough will release the requested information on the date specified. Such release shall be deemed to have been made with Dominion's consent and shall not be deemed to be a violation of law or this Agreement.

**13. Limitation of Liability.** Each Party’s total aggregate liability for any loss, damage, costs or expenses under or in connection with this Agreement, howsoever arising, including

without limitation, loss, damage, costs or expenses caused by breach of contract, negligence, strict liability, breach of statutory or any other duty shall in no circumstances exceed the total dollar amount of the Agreement.

#### **14. Insurance.**

14.1. Without limiting Dominion's indemnification in Section 15, it is agreed that Dominion shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Dominion's policy contains higher limits, the Borough shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Borough upon execution of the Agreement and prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Dominion's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

14.1.1. Commercial General Liability: coverage written on an occurrence basis with limits of not less than \$1,000,000 per occurrence. This policy shall add and maintain the Borough as additional insured.

14.1.2. Automobile Liability: coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.

14.1.3. Workers' Compensation and Employer's Liability: The Dominion shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable other statutory obligations but not limited to Federal U.S.L. & H and Jones Act Requirements. This policy must be endorsed with a waiver of subrogation in favor of the Borough.

**15. Indemnification.** The Dominion shall indemnify, hold harmless, and defend the Borough from and against any claim of, or liability for error, omission or negligent act of the Dominion under this agreement. The Dominion shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Dominion and the independent negligence of the Borough, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Dominion" and "Borough", as used within this and the following article, include the employees, agents and other Dominions who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Borough's selection, administration, monitoring, or controlling of the Dominion and in approving or accepting the Dominion's work.

- 16. Assignment.** Neither Party may assign its rights, obligations, or interests in this Agreement without the written consent of the other Party.
- 17. Termination.**
- 17.1. For Default. In the event either Party violates any provisions of this Agreement, the injured Party may serve written notice upon the violating Party identifying the violation and providing a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. In the event the violating Party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of its intent to terminate, and seek legal remedies for breach of contract as allowed hereunder. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
- 17.2. For failure of Appropriation. In the event the Borough does not receive annual appropriations sufficient to cover its expenses related to its obligations under any section of this Agreement, Borough may terminate this Agreement upon thirty (30) days' written notice without further obligation.
- 17.3. For Convenience. Borough may terminate this Agreement upon sixty (60) days' written notice at any time for any reason, or for no reason. In the event of termination under this subsection, the Borough shall pay Dominion all costs for services incurred by Dominion or expended by Dominion prior to the notice of termination.
- 17.4. After two years. Upon the expiration of second year of the term of this Agreement, either party may terminate this Agreement, by providing sixty (60) days written notice, without any further obligations owing. In the event of termination under this subsection, the Borough shall pay Dominion all costs for services incurred by Dominion or expended by Dominion prior to the notice of termination. Should this Agreement continue beyond the second year, the Borough shall pay, within the first ninety (90) days of the third year term, purchase the Hardware System.
- 18. Survival.** The provisions of Sections 10, 11, 12, 13, and 14 shall survive the expiration or termination of this Agreement.
- 19. Force Majeure.** Neither Party shall be liable in damages, or shall be subject to this Agreement by other Party, for any delay or default in performing any obligation hereunder if that delay or default is due to any force majeure event, including without limitation any natural disaster, act of any government or other authority or statutory undertaking, act of terrorism, industrial dispute, fire, explosion, accident, power failure, flood, riot or war (undeclared or declared); provided that, in order to excuse its delay or default hereunder, a Party shall notify the other of the force majeure event, specifying the nature and particulars thereof; and provided, further, that within fifteen (15) calendar

days the termination of force majeure event, such Party shall give notice to other Party specifying the date of termination thereof.

20. **Notices.** All notices required or permitted to be given hereunder shall be given in writing and shall be deemed to have been given when personally delivered or by nationally recognized overnight carrier or mailed, certified or registered mail, return receipt requested, addressed to the intended recipient as follows:

To Dominion:

Dominion Voting Systems, Inc.  
Attn: Contracts Administrator  
PO Box 343  
Broomfield, CO 80038

To Borough:

Johni Blankenship  
Borough Clerk  
144 N. Binkley St  
Soldotna, AK 99669

21. **Equal Opportunity.** The Dominion will fulfill all its legal duties under the civil rights laws of the State of Alaska and the United States, including, but not limited to AS 18.80, and the Civil Rights Act of 1964, 42 U.S.C. sec. 2000a and following. When subcontracting work, the Dominion agrees to use practices that assure equal opportunity to companies owned by women and minorities.
22. **Choice of Law.** Interpretation of this Agreement shall be governed by the laws of the State of Alaska, and the courts of competent jurisdiction located in that State will have jurisdiction to hear and determine questions relating to this Agreement.
23. **Waiver.** Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right or any provisions of this Agreement.
24. **Legality and Severability.** This Agreement and the Parties' actions under this Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any court reviewing this Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.
25. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

26. **Entire Agreement.** This Agreement and its Exhibits incorporated herein by reference constitute the entire agreement, understanding and representations between Dominion and the Borough, and supersede and replace all prior agreements, written or oral. No modifications or representations to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both parties and incorporated as an addendum or amendment to this Agreement.

**Authority to Sign: Each party represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party.**

DOMINION VOTING SYSTEMS, INC.

KENAI PENINSULA BOROUGH

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Johni Blankenship, Borough Clerk

\_\_\_\_\_  
Sean Kelley, Deputy Borough Attorney

KPB NOTARY ACKNOWLEDGEMENT

STATE OF ALASKA                     )  
  )ss.

THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for  
and on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_



DOMINION NOTARY ACKNOWLEDGEMENT

STATE OF COLORADO )  
 )ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ (name of individual), \_\_\_\_\_ (title) of Dominion Voting Systems, a Colorado corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Colorado  
My commission expires: \_\_\_\_

**EXHIBIT A**  
**VOTING SYSTEM AGREEMENT**  
**BY AND BETWEEN DOMINION VOTING SYSTEMS**  
**AND KENAI PENINSULA BOROUGH**

**SCOPE OF SERVICES AND PAYMENT PROVISIONS**

1. **Pricing Summary** - Prices of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing in U.S. Dollars.

**1.1 Purchased Items, Software Licenses and Optional Warranties**

<b>ITEM</b>	<b>UNITS</b>	<b>Unit Price</b>	<b>Extension</b>
<b>Central Scanning: Absentee/Vote By Mail Hardware</b>			
ImageCast Central Kit – G2140	1	\$25,000.00	\$25,000.00
ImageCast Central Scanner – G2140	1	\$9,000.00	\$9,000.00
<b>In-Person Voting: Polling Location Hardware</b>			
MBP Kit #2 Portable High Volume	1	\$5,800.00	\$5,800.00
Modem – ICP External Wireless	22	\$295.00	\$6,490.00
Image Cast X Kit – Prime BMD	10	\$3,500.00	\$35,000.00
ImageCast Privacy Screen – Standard	10	\$15.00	\$150.00
ImageCast Prime Dual Bay Battery Charger	3	\$165.00	\$495.00
<b>Accessories &amp; Consumables</b>			
ATI Kit – ICX-USB	10	\$375.00	\$3,750.00
ImageCast X Prime BMD Bag Kit	30	\$120.00	\$3,600.00
Compact Flash Memory Card – 16 GB	50	\$36.75	\$1,837.50
Image Cast X Prime Poll Worker Smart Card – Generic	12	\$8.10	\$97.20
Image Cast X Prime Technician Card – Generic	3	\$8.10	\$24.30
ICP I-Button Technician Key – Blue	2	\$25.00	\$50.00
ICP Cleaning Sheets	25	\$11.00	\$275.00
I-Button Administrator Key – Black	4	\$25.00	\$100.00
ICP Paper Roll (72')	60	\$2.50	\$150.00
<b>Election Management Hardware</b>			
EMS RAS Server Kit	1	\$4,650.00	\$4650.00
EMS Standard Server Kit	1	\$17,000.00	\$17,000.00
EMS Standard Listener Server Kit	1	\$6,495.00	\$6,495.00
EMS Client Workstation Kit	1	\$1,700.00	\$1,700.00
EMS Adjudication Workstation Kit	1	\$1,700.00	\$1,700.00
Smart UPS 1500 (rack mountable)	1	\$800.00	\$800.00

ITEM	UNITS	Unit Price	Extension
Mini Server Rack – 12 U	1	\$900.00	\$900.00
EMS Report Printer	1	\$125.00	\$125.00
<b>Election Management Software</b>			
Democracy Suite Standard	1	\$60,000.00	\$60,000.00
Adjudication Module	1	\$15,000.00	\$15,000.00
Communications Manager	1	\$12,000.00	\$12,000.00
Mobile Ballot Printing Module	1	\$3,000.00	\$3,000.00
Automated Test Deck Module	1	\$4,500.00	\$4,500.00
<b>Support Services</b>			
Project Management & Implementation	8 days	\$2,000.00	\$16,000.00
On-Site Services Non-Election Day	8 days	\$2,000.00	\$16,000.00
On-Site Services – Election Day (arrive Mon, onsite Tue, dept. Wed)	1 set	\$4,500.00	\$4,500.00
Training	8 days	\$1,500.00	\$4,500.00
Election Set-up/Ballot Set-up 1 <sup>st</sup> year	1	\$5,500.00	\$5,500.00

## ANNUAL SOFTWARE LICENSE

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>July 1, 2022 – June 30, 2023</b>			
Democracy Suite Standard	1	\$12,000.00	\$12,000.00
Democracy Suite Adjudication	1	\$3,000.00	\$3,000.00
Democracy Suite Communications Manager	1	\$2,400.00	\$2,400.00
Democracy Suite Mobile Ballot Printing	1	\$600.00	\$600.00
Democracy Suite Automated Test Deck Generator	1	\$900.00	\$900.00
ICC Annual Firmware - G2140	1	\$2,575.00	\$2,575.00
ICX-BMD Annual Firmware	10	\$150.00	\$1,500.00
Discount			<b>(\$3,118.00)</b>
Sub-Total:			\$19,857.00
<b>July 1, 2023 – June 30, 2024</b>			
Democracy Suite Standard	1	\$12,360.00	\$12,360.00
Democracy Suite Adjudication	1	\$3,090.00	\$3,090.00
Democracy Suite Communications Manager	1	\$2,472.00	\$2,472.00
Democracy Suite Mobile Ballot Printing	1	\$618.00	\$618.00
Democracy Suite Automated Test Deck Generator	1	\$927.00	\$927.00
ICC Annual Firmware - G2140	1	\$2,652.25	\$2,652.25
ICX-BMD Annual Firmware	10	\$154.50	\$1,545.00
Discount			<b>(\$3,410.25)</b>
Sub-Total:			\$20,254.00

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>July 1, 2024 – June 30, 2025</b>			
Democracy Suite Standard	1	\$12,730.80	\$12,730.80
Democracy Suite Adjudication	1	\$3,182.70	\$3,182.70
Democracy Suite Communications Manager	1	\$2,546.16	\$2,546.16
Democracy Suite Mobile Ballot Printing	1	\$636.54	\$636.54
Democracy Suite Automated Test Deck Generator	1	\$954.81	\$954.81
ICC Annual Firmware - G2140	1	\$2,731.82	\$2,731.82
ICX-BMD Annual Firmware	10	\$159.14	\$1,591.35
Discount			(\$3,716.18)
Sub-Total:			\$20,658.00
<b>July 1, 2025 – June 30, 2026</b>			
Democracy Suite Standard	1	\$13,112.72	\$13,112.72
Democracy Suite Adjudication	1	\$3,278.18	\$3,278.18
Democracy Suite Communications Manager	1	\$2,622.54	\$2,622.54
Democracy Suite Mobile Ballot Printing	1	\$655.64	\$655.64
Democracy Suite Automated Test Deck Generator	1	\$983.45	\$983.45
ICC Annual Firmware - G2140	1	\$2,813.77	\$2,813.77
ICX-BMD Annual Firmware	10	\$163.91	\$1,639.09
Discount			(\$4,033.40)
Sub-Total:			\$21,072.00
<b>July 1, 2026 – June 30, 2027</b>			
Democracy Suite Standard	1	\$13,506.11	\$13,506.11
Democracy Suite Adjudication	1	\$3,376.53	\$3,376.53
Democracy Suite Communications Manager	1	\$2,701.22	\$2,701.22
Democracy Suite Mobile Ballot Printing	1	\$675.31	\$675.31
Democracy Suite Automated Test Deck Generator	1	\$1,012.96	\$1,012.96
ICC Annual Firmware - G2140	1	\$2,898.19	\$2,898.19
ICX-BMD Annual Firmware	10	\$168.83	\$1,688.26
Discount			(\$4,365.56)
Sub-Total:			\$21,493.00
<b>July 1, 2027 – June 30, 2028</b>			
Democracy Suite Standard	1	\$13,911.29	\$13,911.29
Democracy Suite Adjudication	1	\$3,477.82	\$3,477.82
Democracy Suite Communications Manager	1	\$2,782.26	\$2,782.26
Democracy Suite Mobile Ballot Printing	1	\$695.56	\$695.56
Democracy Suite Automated Test Deck Generator	1	\$1,043.35	\$1,043.35
ICC Annual Firmware - G2140	1	\$2,985.13	\$2,985.13
ICX-BMD Annual Firmware	10	\$173.89	\$1,738.91
Discount			(\$4,711.32)

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Sub-Total:			\$21,923.00
<b>July 1, 2028 – June 30, 2029</b>			
Democracy Suite Standard	1	\$14,328.63	\$14,328.63
Democracy Suite Adjudication	1	\$3,582.16	\$3,582.16
Democracy Suite Communications Manager	1	\$2,865.73	\$2,865.73
Democracy Suite Mobile Ballot Printing	1	\$716.43	\$716.43
Democracy Suite Automated Test Deck Generator	1	\$1,074.65	\$1,074.65
ICC Annual Firmware - G2140	1	\$3,074.68	\$3,074.68
ICX-BMD Annual Firmware	10	\$179.11	\$1,791.08
Discount			<b>(\$5,071.35)</b>
Sub-Total:			\$22,362.00

**ANNUAL HARDWARE WARRANTY (OPTIONAL)**

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>July 1, 2022 – June 30, 2023</b>			
ICC Hardware - G2140	1	\$1,500.00	\$1,500.00
ICX-BMD Hardware	10	\$155.00	\$1,550.00
Democracy Suite Mobile Ballot Printing Hardware	1	\$375.00	\$375.00
Discount			<b>(\$281.00)</b>
Sub-Total:		Sub-total	\$3,144.00
<b>July 1, 2023 – June 30, 2024</b>			
ICC Hardware - G2140	1	\$1,575.00	\$1,575.00
ICX-BMD Hardware	10	\$162.75	\$1,627.50
Democracy Suite Mobile Ballot Printing Hardware	1	\$393.75	\$393.75
Discount			<b>(\$389.25)</b>
Sub-Total:		Sub-total	\$3,207.00
<b>July 1, 2024 – June 30, 2025</b>			
ICC Hardware - G2140	1	\$1,622.25	\$1,622.25
ICX-BMD Hardware	10	\$167.63	\$1,676.33
Democracy Suite Mobile Ballot Printing Hardware	1	\$405.56	\$405.56
Discount			<b>(\$433.14)</b>
Sub-Total:		Sub-total	\$3,271.00
<b>July 1, 2025 – June 30, 2026</b>			
ICC Hardware - G2140	1	\$1,670.92	\$1,670.92
ICX-BMD Hardware	10	\$176.01	\$1,760.14
Democracy Suite Mobile Ballot Printing Hardware	1	\$425.84	\$425.84
Discount			<b>(\$479.90)</b>

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Sub-Total:		Sub-total	\$3,377.00
<b>July 1, 2026 – June 30, 2027</b>			
ICC Hardware - G2140	1	\$1,721.05	\$1,721.05
ICX-BMD Hardware	10	\$184.81	\$1,848.15
Democracy Suite Mobile Ballot Printing Hardware	1	\$447.13	\$447.13
Discount			<b>(\$613.33)</b>
Sub-Total:		Sub-total	\$3,403.00
<b>July 1, 2027 – June 30, 2028</b>			
ICC Hardware - G2140	1	\$1,789.89	\$1,789.89
ICX-BMD Hardware	10	\$194.06	\$1,940.56
Democracy Suite Mobile Ballot Printing Hardware	1	\$469.49	\$469.49
Discount			<b>(\$728.93)</b>
Sub-Total:		Sub-total	\$3,471.00
<b>July 1, 2028 – June 30, 2029</b>			
ICC Hardware - G2140	1	\$1,843.58	\$1,843.58
ICX-BMD Hardware	10	\$203.76	\$2,037.58
Democracy Suite Mobile Ballot Printing Hardware	1	\$492.96	\$492.96
Discount			<b>(\$833.13)</b>
Sub-Total:		Sub-total	\$3,541.00

## 1.2 Rental with Purchase Option and related License with Optional Warranties

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
ImageCast Precinct Tabulator	26	\$3,100.00	\$80,600.00
ImageCast X Kit – Prime BMD	20	\$3,500.00	\$70,000.00
ImageCast X Privacy Screen – Standard	20	\$15.00	\$300.00
ICE/ICP Power Cord – 15’	26	\$37.50	\$975.00
ATI Kit – ICX- USB	20	\$375.00	\$7,500.00
Sub-Total:			\$159,375.00
Discount:			<b>(\$65,443.00)</b>
Total Rental Price			<b>\$93,932.00</b>

ANNUAL LICENSE & OPTIONAL WARRANTY*	QUANTITY	UNIT PRICE	EXTENSION
ImageCast Precinct (ICP) Firmware License	26	\$228.00	\$5,928.00
ImageCast X Firmware License	20	\$150.00	\$3,000.00
ImageCast Precinct Optional Warranty	26	\$135.00	\$3,510.00
ImageCast X Optional Warranty	20	\$155.00	\$3,100.00

\* If jurisdiction chooses to purchase on July 1, 2023 the annual license and optional warranty fees listed above will apply. Beginning in 2024, License and Warranty fees increase 3% annually.

2. **Payment Schedule** - Dominion shall provide invoices to the Customer as described below. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. Payments specified in this Exhibit are exclusive of all excise, sale, use and other taxes imposed by any governmental authority, all of which taxes shall be reimbursed by the Customer.

2.1 **Purchased Items, Software Licenses and Optional Warranties**

ID	Payment Invoice Date	Payment Amount
1	System Infrastructure, Installation and 10 Accessible Voting units – May 1, 2021	\$178,801.00
2	Initial Software Annual payments of \$21,827.00 (Beginning July 1,2022) Yrs 2 - 5	\$21,827.00
3	Annual License & Optional Warranty (Beginning July 1, 2022)	See Fees Above in Section 1.1

2.2 **Rental with Purchase Option and related License with Optional Warranties**

ID	Payment Invoice Date	Payment Amount
4	Year 1 - Rental Price – May 1,2021	\$46,966.00
5	Year 2- Rental Price - July 1, 2022	\$46,966.00
6	Optional Purchase Price (July 1, 2023)	\$61,200.00
7	Annual License & Optional Warranty (Beginning July1, 2023)	See Fees Above in Section 1.2

3. **Detailed Deliverables Description**

- 3.1 **ImageCast® Central Scanner (ICC).** Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:
- 3.1.1 Canon G2140 document scanner
  - 3.1.2 ImageCast® Central Software including third party Twain software
  - 3.1.3 ICC workstation with pre-loaded software
  - 3.1.4 iButton Security Key
  - 3.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

- 3.2 **ImageCast® Precinct Scanner and Tabulator** is a precinct optical scan ballot tabulator designed to scan marked paper ballots, interpret voter marks on the paper ballot, communicate these interpretations back to the voter and upon acceptance by the voter, deposit the ballots into the ballot box. Each ImageCast® provided to the Customer shall consist of the following items:
- 3.2.1 Two (2) optical imaging scanners for creating a duplex scanned image of each side of the ballot. Ballots can be fed in all four (4) orientations.
  - 3.2.2 Two (2) 16GB flash memory cards. The cards are placed behind two securable doors (Administrator Door and Pollworker Door).
  - 3.2.3 An integrated interactive electronic display in the form of an ultra-high contrast graphical LCD screen, with white background, 5.7" diagonal viewing area, and a built-in touch screen for administration purposes. The LCD display screen is located on the top right side of the machine.
  - 3.2.4 An internal thermal printer and one (1) paper roll for generating reports.
  - 3.2.5 Two (2) security keys (iButton) used with an integrated receptacle (physically attached to the top of the unit and electrically connected to the motherboard) used for a variety of verification and security tasks such control, data confidentiality and integrity functions.
  - 3.2.6 A motorized paper feed mechanism for detecting and moving the ballot within the scanner. Ballots used with the ImageCast® must be 8.5" wide by a variable length (11", 14", 17" and 22"). The paper feed mechanism is physically capable of moving the ballot forward into the machine, across image sensors, enabling complete image capture of both sides of the ballot.
  - 3.2.7 Power supply module uses 120 Vac, 60 Hz, one phase power. It has a power consumption of 0.07 Amps at 120 Volts AC.
  - 3.2.8 An internal battery which is rated to provide two (2) hours of normal use in the absence of AC power.
  - 3.2.9 Plastic collapsible ballot box.
- 3.3 **ImageCast® Software.** The Parties will enter into software licenses for the ImageCast software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:
- 3.3.1 AuditMark®. For each ballot that is scanned and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
    - The top portion of the image contains a scanned image of the ballot.
    - The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.
- 3.4 **ImageCast® X ("ICX")**
- 3.4.1 Application: ImageCast X BMD is a touchscreen in-person voting device and ballot marking device. Voting sessions are initiated on the tablet by either a smart card or the entry of a numeric code based on activation. The ballot is



loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an Audio Tactile Interface or ATI. For all modes of voting, after the voter reviews the ballot selections, a paper ballot is created for the voter from a printer in the voting booth. The printed ballot contains a written summary of the voter's choices, as well as a 2D barcode which is read by Dominion's ImageCast Precinct or Central tabulator. No votes are stored on the ImageCast X-BMD unit. All votes can be tabulated and stored on both the ImageCast Central and Precinct Tabulators.

3.4.2 Components: 21" Avalue touchscreen, Android OS, DC 19V input, BMD laser printer, 6' cable. 3 smart cards, and one backup battery.

3.5 **Democracy Suite Software** platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:

3.5.1 Election Event Designer (EED) Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project can be initiated by importing the election data from external systems or simply by defining all election project entities without importing external data. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.

The system can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"
- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

3.5.2 Results Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

3.6 **ImageCast Adjudication Application**. The Adjudication application is a client and server application used to review and adjudicate ImageCast Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns

- 3.7 **Mobile Ballot Printing** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.
- 3.8 **Implementation Services and Training.** Dominion will provide the following training as described herein.
- 3.8.1 Project Management Support. Dominion will provide project management support to oversee the general operations of the project through the Agreement Term. The project manager shall be responsible for arranging all meetings, visits and consultations between the parties and for all administrative matters such as invoices, payments and amendments. The Parties shall develop and finalize a project implementation plan including a training and delivery schedule. The Parties agree that changes to the project schedule may be required. Any changes to the project schedule must be mutually agreed to by the Parties.
- 3.8.2 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.
- 3.8.3 ImageCast® ICC – This training introduces the ICC with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.
- 3.8.4 ImageCast® ICP – This training introduces the ICP with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, ballot scanning operation, and troubleshooting.
- 3.8.5 EMS Server Installation, Configuration & Testing. Dominion will provide a minimum total of one (1) day of direct onsite support for EMS Server installation, configuration & testing.
- 3.8.6 System Acceptance Testing Support. Dominion will provide direct onsite training and support during the System Acceptance Testing period.
- 3.8.7 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a polling location.
- 3.9 **Travel and Expenses included.** All costs of Dominion transportation, lodging and meal expenses are included during the Agreement Term.
- 3.10 **Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.
- 3.11 **Other Services, Consumables or Equipment.** Any other services, consumables or equipment not specifically identified in this Agreement are available for purchase by the Customer at the then current Dominion list price.

## EXHIBIT B

### SOFTWARE LICENSE TERMS AND CONDITIONS

This Exhibit B is part of the Agreement between Dominion and Customer to which it is attached.

**1. Definitions.** Capitalized terms used herein have the meaning given in the Agreement unless otherwise defined herein.

1.1. “Agreement” means the agreement between the Parties for the use of the licensed Software to which this Exhibit B is attached and incorporated into.

1.2. “Licensee” means Customer, as the term is defined in the Agreement.

1.3. “Licensor” means Dominion Voting Systems, Inc.

1.4. “Software” means Dominion Software, as the term is defined in the Agreement.

1.5. “Specifications” means descriptions and data regarding the features, functions and performance of the Software, as set forth in user manuals or other applicable documentation provided by Licensor.

1.6. “Third-Party Products” means any software or hardware obtained from third-party manufacturers or distributors and provided by Licensor hereunder.

#### **2. License Terms.**

2.1. License Limitations. Licensee’s use of the Software pursuant to the License granted in the Agreement is subject to the terms herein. Licensee may only use the Software for its own internal business purposes and conducting elections and solely in conjunction with the EMS Hardware. The License shall only be effective during the Term and cannot be transferred or sublicensed.

2.2. Print Copyright License. Subject to the Print Copyright License terms and conditions as defined in Schedule A attached hereto, Licensor grants to Licensee a non-exclusive, non-transferable print copyright license as defined in Schedule A.

2.3. Third-Party Products. When applicable, Licensor hereby sublicenses any software that constitutes or is contained in Third-Party Products, in object code form only, to Licensee for use during the Term.

2.4. No Other Licenses. Other than as expressly set forth herein, (a) Licensor grants no licenses, expressly or by implication, and (b) Licensor’s entering into the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party. Licensee agrees not to use the Software as a service bureau for elections outside the Licensee’s jurisdiction and agrees not to reverse engineer or otherwise attempt to derive the source code of the Software. The Licensee shall have no power to transfer or grant sub-licenses for the Software. Any use of all or any portion of the Software not expressly permitted is strictly prohibited.

2.5. Intellectual Property Infringement Indemnification. If a third party claims that the Software or System infringes any United States patent, copyright, trade secret or similar

intellectual property right, Dominion shall defend Licensee against such claim at Dominion's expense and pay all damages that a court finally awards against Licensee. If such a claim is made or appears possible, Dominion shall, within sixty (60) days of such claim, and at its option: (a) secure for Licensee the right to continue to use the infringing portion of the Software or System; or (b) modify or replace the Software and System so that it is non-infringing but retains equivalent functionality. If neither of the foregoing options is reasonably available, Dominion shall require Licensee to return the Software or System, and Dominion shall refund Licensee amounts calculated pursuant to the Software License fee, on a pro-rate basis. The foregoing notwithstanding, Dominion shall have no obligation to indemnify Licensee for any infringement claim based on Licensee's modification or misuse of the Software, if the claim would have been avoided had the Software not been modified or misused.

**3. Payment.** In consideration of the grant of the license, the Licensee shall pay the license fees set forth in the Agreement and Exhibit A of the Agreement.

**4. Upgrades and Certification.** During the Term, Licensor may provide upgrades to Licensee under the following terms and conditions.

4.1. Upgrades. In the event that Licensor, at its sole discretion, certifies a Software upgrade under the applicable laws and regulations of the Customer's State, Licensor shall make the certified Software upgrade available to the Licensee at no additional cost.

4.2. Certification Requirement. Notwithstanding any other terms of this Agreement, Licensor shall not provide, and shall not be obligated to provide under this Agreement any upgrade, enhancement or other software update that has not been certified under the applicable provisions of the election laws and regulations of the Customer's State.

**5. Prohibited Acts.** The Licensee shall not, without the prior written permission of Licensor:

5.1. Transfer or copy onto any other storage device or hardware or otherwise copy the Software in whole or in part except for purposes of system backup;

5.2. Reverse engineer, disassemble, decompile, decipher or analyze the Software in whole or in part;

5.3. Alter or modify the Software in any way or prepare any derivative works of the Software or any part of parts of the Software;

5.4. Alter, remove or obstruct any copyright or proprietary notices from the Software, or fail to reproduce the same on any lawful copies of the Software.

**6. Return of Software.** Upon termination or expiration of this Agreement, Licensee shall forthwith return to Licensor all Software in its possession or control, or destroy all such Software from any electronic media, and certify in writing to Licensor that it has been destroyed.

**7. Warranties.** The following warranties will apply to all Software during the Term.

7.1. Software Warranty Terms. Licensor warrants that the Software will function substantially in accordance with the Specifications during the Term. The Licensor also warrants that the Software will comply with the voting system certification requirements and laws of the Customer's State (collectively the "Requirements") in effect as of the date the Software is certified by the certification authority of the Customer's State. This provision applies to the initially installed Software as well as any subsequent upgrades pursuant to Section 4 herein. However, the Licensor will not be required to make modifications to the Software or System as a result of changes in the Requirements. The foregoing warranty will be void in the event of the Software (i) having been modified by any party other than Licensor or (ii) having been used by the Licensee for purposes other than those for which the Software was designed by Licensor. If Licensor establishes that a failure of the foregoing warranty that is reported by Licensee is not covered by the foregoing warranty, the Licensee shall be responsible for the costs of Licensor's investigative and remedial work at Licensor's then current rates.

7.2. Corrections. If the Licensee believes that the Software is not functioning substantially in accordance with the Specifications or Requirements, the Licensee shall provide Licensor with written notice of the material failure within thirty (30) days of discovering the material failure, provided that the Licensee can reproduce the material failure to Licensor. The Licensor shall correct the deficiencies, at no additional cost to the Licensee and incorporate such corrections into the next version certified by the Customer's State.

7.3 Third-Party Products. The warranties herein do not apply to any Third-Party Products. However, to the extent permitted by the manufacturers of Third-Party Products, Licensor shall pass through to Licensee all warranties such manufacturers make to Licensor regarding the operation of such Third-Party Products.

7.4. NO OTHER WARRANTIES. EXCEPT AS SET FORTH IN THE AGREEMENT AND HEREIN, LICENSOR DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

## SCHEDULE A

### PRINT COPYRIGHT LICENSE TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, the following are defined terms:
  - 1.1. "Derivative Works" means any work that is based upon or derived from the Licensor's voting systems' ballots, including without limitation, sample ballots and voting booklets.
  - 1.2. "Voting Systems' Ballots" means any ballot created for use with any voting system owned or licensed by the Licensor.
2. **Print Copyright License and Use.**
  - 2.1. Copyright License Grant. Licensor grants to the Licensee a non-exclusive, non-transferable copyright license to print, reproduce, distribute or otherwise copy the Licensor's Voting Systems' Ballots and any Derivative Works (collectively the "Materials") pursuant to the terms and conditions of this Schedule A.
  - 2.2. Copyright License Use. Other than as expressly set forth herein, (a) Licensor grants no other licenses, expressly or by implication, and (b) Licensor's entering into and performing the Agreement will not be deemed to license or assign any intellectual property rights of Licensor to Licensee or any third party, (c) the copyright license granted herein cannot be transferred or sublicensed and the Voting Systems' Ballots or Derivative Works cannot be reproduced by any third party without the prior written consent of the Licensor, including without limitation:
    - (i) any commercial or non-commercial printer
    - (ii) any third party vendor using ballot on demand system.
  - 2.3. Rights and Interests. All right, title and interest in the Material, including without limitation, any copyright, shall remain with the Licensor.
3. **No Copyright Warranties.** EXCEPT AS SET FORTH HEREIN, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY BASED ON A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

# STATE OF ALASKA REQUEST FOR PROPOSALS



## STATEWIDE VOTING AND BALLOT TABULATION SYSTEM

RFP 190000050

MARCH 18, 2019

The State of Alaska, Division of Elections is soliciting proposals for the implementation, installation, testing, maintenance, support and training for a complete and comprehensive statewide voting and ballot tabulation system.

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ISSUED BY: OFFICE OF THE GOVERNOR  
OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF ELECTIONS

PRIMARY CONTACT:  
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PROCUREMENT OFFICER  
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(907) 465-1182

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

**IMPORTANT NOTICE:** IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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## SECTION 1. INTRODUCTION & INSTRUCTIONS

### SEC. 1.01 PURPOSE OF THE RFP

The State of Alaska, Division of Elections is soliciting proposals for the implementation, installation, testing, maintenance, support and training for a complete and comprehensive statewide voting and ballot tabulation system that will be used to support all aspects of creating, casting and tabulating ballots and reporting election results. The expected life of the new election management system is at least 15 years. The system will support statewide elections, and the State intends to allow local jurisdictions to use the system and equipment where feasible.

### SEC. 1.02 BUDGET

The State of Alaska, Division of Elections estimates a budget of \$4,000,000 to \$6,000,000 dollars for completion of this project. Award and continuation of any resulting contract is contingent on appropriated funds.

### SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Written proposals must be received no later than **1:00 PM** prevailing Alaska Time on **APRIL 19, 2019**. Faxed or emailed proposals are NOT acceptable.

Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

### SEC. 1.04 PRIOR EXPERIENCE

**OFFERORS MUST MEET THESE MINIMUM PRIOR EXPERIENCE REQUIREMENTS IN ORDER TO BE CONSIDERED RESPONSIVE:**

- A minimum (5) five years of experience implementing a similar voting and ballot tabulation system in at least two (2) primary and two (2) general elections.
- Implementation must have been conducted in the United States within the past 15 years, in a state, municipality, or county that have 500,000 or more registered voters.

An offeror's failure to meet these minimum requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

### SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the deadline for receipt of proposals.

## SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

All questions must be in writing and directed to the procurement officer. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

**Dottie Whitehead**  
**Phone: 907-465-1182**  
[Dottie.whitehead@alaska.gov](mailto:Dottie.whitehead@alaska.gov)

## SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit (6) six, hard copies of their proposal, in writing, to the procurement officer in a sealed package. The cost proposal included with the package must be sealed separately from the rest of the proposal and must be clearly identified. The sealed proposal package(s) must be addressed as follows:

**OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF ELECTIONS  
C/O OFFICE OF THE GOVERNOR  
DIVISION OF ADMINISTRATIVE SERVICES  
ATTENTION: DOTTIE WHITEHEAD  
REQUEST FOR PROPOSALS (RFP) #190000050  
RFP TITLE: STATEWIDE VOTING AND BALLOT TABULATION SYSTEM  
240 MAIN STREET, SUITE 300  
JUNEAU, ALASKA 99801**

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

## SEC. 1.08 PROPOSAL CONTENTS

The following information must be included in all proposals.

### (a) AUTHORIZED SIGNATURE

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the date set as the deadline for receipt of proposals.

### (b) OFFEROR'S CERTIFICATION

By signature on the proposal, offerors certify that they comply with the following:

- A. the laws of the State of Alaska;
- B. the applicable portion of the Federal Civil Rights Act of 1964;
- C. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- D. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- E. all terms and conditions set out in this RFP;
- F. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- G. that the offers will remain open and valid for at least 90 days; and
- H. that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

### (c) VENDOR TAX ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

### (d) CONFLICT OF INTEREST

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner of the Office of the Governor reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

### (e) FEDERAL REQUIREMENTS

The offeror must identify what version of the U.S. Election Assistance Commission's (EAC) Voluntary Voting System Guidelines (VVSG) the system is certified to and the status of any pending certification.

#### SEC. 1.09 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

#### SEC. 1.10 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

#### SEC. 1.11 AMENDMENTS TO THE RFP

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice web site.

#### SEC. 1.12 RFP SCHEDULE

The RFP schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted by the same number of days.

- RFP Issued: **March 18, 2019**
- Pre-proposal conference: **March 26, 2019**
- Deadline for Receipt of Proposals: **April 19, 2019**
- Proposal Evaluation: **April 22 - May 3, 2019**
- Offeror Product Demonstration: **May 7 – May 13, 2019**
- State of Alaska issues Notice of Intent to Award a Contract: **May 15, 2019**
- State of Alaska issues contract: **June 3, 2019**
- Contract start: **July 1, 2019**

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by Office of the Governor. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

#### SEC. 1.13 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **10:00 A.M.**, Alaska Time, on March 26, at the Director's Office in Juneau, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective

offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

#### **SEC. 1.14 ALTERNATE PROPOSALS**

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830, alternate proposals (proposals that offer something different than what is asked for) will be rejected.

#### **SEC. 1.15 NEWS RELEASES**

News releases related to this RFP will not be made without prior approval of the project director.

## SECTION 2. BACKGROUND INFORMATION

### SEC. 2.01 BACKGROUND INFORMATION

The Division of Elections (DOE) is responsible for conducting statewide federal and state primary and general elections held in even-number years, Regional Educational Attendance Area Elections (for rural school districts) held every year, as well as numerous special elections held throughout rural Alaska. Alaska's primary election includes 3 ballot choices – with each voter only allowed one choice (Republican ballot with Republican candidates only along with ballot measures, Combined ballot with all candidates EXCEPT Republican candidates, along with ballot measures, and a ballot measures only ballot that contains ballot measures but no candidates). Alaska also produces a ballot containing only federal races that is available to certain absentee voters. (Sample ballots for previous elections are available on the division's website at <http://www.elections.alaska.gov/Core/sampleballots.php>).

Alaska is a paper ballot state, supplemented with touchscreen voting for Help America Vote Act (HAVA) compliance, with unique challenges distributing election equipment due to its large size and a highly dispersed voting population. Many remote communities are off the road system and accessible only via plane, boat or other alternate transportation methods (for example snowmobiles or all-terrain vehicles). To effectively and efficiently perform the core election services, the division is divided between the Director's Office in Juneau and four Regional Election Offices located in Juneau, Fairbanks, Nome, and Anchorage. In addition, the division has an Absentee & Petition Office in Anchorage and a satellite Regional Office in Wasilla that covers the Matanuska-Susitna Borough (Mat-Su).

The state is divided into 40 house districts with a total of 441 precinct polling places across the state, over 150 absentee/early locations serving a total of 575,049 eligible voters in 2018. Some absentee/early voting locations have pre-printed paper ballots for one house district and some have pre-printed paper ballots for multiple districts.

- 304 of Alaska's 441 precincts use a single optical scanner throughout Election Day for scanning/tabulating the paper ballots.
- 137 of Alaska's 441 precincts are considered hand-count precincts, meaning election workers hand count the ballots when the polls close and call their assigned Regional Office to report the election results.
- Each of the 441 precincts and five early vote stations in the Regional/Satellite offices receive a touchscreen voting unit, equipped with a voter-verifiable paper trail, for HAVA accessibility and language assistance requirements.

The Director's Office in Juneau is the "host" site (central server) for the entire ballot tabulation system and houses the software and central hardware (servers, modems) used for programming the election database, generating ballots, preparing all memory devices/security keys used in the election with the election parameters, receiving and reporting of the election results. (Samples of election results reports are available on the division's website at <http://www.elections.alaska.gov/doc/info/ElectionResults.php>). The Director's office is also responsible for conducting the initial logic and accuracy test on the memory devices that will be used in the election. The database and memory devices are then sent to the Regional Offices.

The Regional Offices and the Mat-Su satellite office are responsible for storing and preventative maintenance of the ballot tabulation equipment, conducting logic and accuracy testing on all equipment\devices used in the region, and the preparation and distribution of the ballot tabulation equipment to the precinct polling place

locations for Election Day use. In addition, three Regional Offices house software and hardware (regional servers) used to enter the election results from hand-count precincts and precincts that cannot upload results from the polling place. The election database is loaded onto the regional servers and through user credentials, regional staff have access to data enter the election results for specific hand-count precincts. The hand-count precincts call their assigned Regional Office to report election results. Regions then manually enter the results into the election database, print a copy of the entered results, and upload the results to the Director's Office. Currently, Region I (Juneau) uses one data-entry station with attached printer to enter results for approximately 40 precincts, Region III (Fairbanks) uses 2 data-entry stations networked to 1 printer to enter results from approximately 50 precincts, and Region IV (Nome) uses 3 data-entry stations networked to 1 printer to enter results from approximately 99 precincts.

All early, absentee, and questioned ballots are scanned and counted at the Regional Offices using optical scanners and uploading the results to the central server in the Director's Office. During the 2018 General Election, over 95,000 absentee/early/questioned ballots were counted. Region 1 (Juneau) counted approximately 25,700 ballots; Region 2 (Anchorage) counted approximately 40,000 ballots; Region 3 (Fairbanks) counted approximately 14,000 ballots; Region 4 (Nome) counted approximately 3,200 and the Mat-Su Satellite Office counted approximately 14,000. Alaska law allows for partial count of absentee and questioned ballots (meaning only some races on the ballot are counted). Statewide, approximately 10,000 of the absentee and questioned ballots voted during the 2018 general election were partially counted. The partial count ballots are scanned in batches according to the type of count. For instance, statewide races only, statewide/senate races only, statewide/senate/judicial races only, Presidential only.

As mentioned above, the division uses one HAVA compliant, accessible touchscreen voting unit (TSX) in each precinct polling place. The units are equipped with a voter-verifiable paper audit trail (required under Alaska Statute 15.15.032), and an audio recording of the ballot and voter's selections for visually impaired voters. In addition, for precincts requiring non-English language assistance, the TSX unit has an audio recording of the ballot in the appropriate alternative language. In 2018, Spanish, Tagalog and multiple Alaska Native language assistance was supported by TSX units in over 100 precincts. In addition to the precinct units, Alaska uses TSX units in the regional early voting stations. Units used in the early voting stations support multiple ballot styles, for instance the Region II (Anchorage) voting station accommodates voters from 21 different house districts. Approximately 1% of Alaska's voters use the touchscreen voting unit to cast their ballot.

Election results from precincts are currently uploaded to the Director's Office from the polling place locations in a mixture of ways: some are uploaded from the equipment at the precinct location, some locations bring memory devices to Regional Offices or hub locations for uploading, and some call their Regional Office to report the results and the regional office manually enter the results. Note: one precinct could use a combination of methods. For example, there could be an upload from the optical scanner and a called-in result from the touchscreen unit. The Director's Office has 29 dedicated modems to receive optical scan results, 15 dedicated modems to receive TSX results and 4 dedicated modems to receive Regional data entry results.

The division does not store ballot tabulation equipment year-round at remote precinct polling places due to lack of suitable storage space. Therefore, equipment, for over 150 rural precincts, is shipped to, and returned from, these locations for each election. Size, durability, air-carrier restrictions (certain batteries, for example) and weight of hardware systems will be a crucial consideration when determining if equipment can be shipped to remote precinct locations using USPS standards. Even though equipment for urban area precincts is kept at Regional Office locations and does not need to be shipped, it is still necessary that the equipment is portable



enough to move easily between rooms and in and out of storage. Some equipment is also stored at regional hub locations (city or borough buildings) that are not owned by the State.

Alaska allows the boroughs and cities to use its precinct-based hardware for local elections, free of charge. The local governments use their own memory devices and have and will continue to arrange their own election programming with the vendor selected through this RFP. Any solution must allow this arrangement to continue to work.

## SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

### SEC. 3.01 SCOPE OF WORK

DOE is soliciting proposals for the implementation, installation, testing and training of a new voting and ballot tabulation system (software and hardware) that will be used to support elections, including but not limited to defining the election and election parameters, generating ballots (for electronic and print ready ballot files), ballot scanning (at the precinct polling place and regional office levels), tabulation, transmitting and reporting election results. The first election DOE anticipates using the new system in is the August 18, 2020 Primary election.

DOE requires a complete, turn-key system that includes:

1. Precinct-based voting solution for 304 precincts to include ballot counting at the precinct level and HAVA compliant accessible voting.
2. HAVA compliant accessible voting solution for 137 hand-count precincts and 5 early vote stations.
3. Central ballot counting at Regional Offices for absentee/questioned/early ballots (using scanners that can be loaded with multiple ballots and that do not require feeding ballots one at a time). Typically, these ballots are counted on multiple days (election night and then usually 3-5 additional counts) in batches by house district and type of count (full count or partial count) and can have various quantities (small-large) depending on type of count (see background section for approximate quantities).
4. Manual entry at Regional Offices for hand-count precinct election results. The proposed solution must allow for simultaneous data entry of hand-count results as outlined below:
  - a. Region I – at least 2 users entering results.
  - b. Region III – at least 2 users entering results.
  - c. Region IV – at least 3 users entering results.
5. Upload of election results from precincts and Regional Offices to central server located in the Director's Office.
6. Tabulating/Reporting of election results.
7. (Optional) Ballot-on-Demand solution for a minimum of 5 early vote locations to eliminate and/or reduce the number of pre-printed paper ballots DOE distributes to these locations. (Note: currently, DOE prints ballots for each house district for distribution at these locations. The voter is given the ballot for the house district where he/she is registered. DOE envisions a system that would allow multiple house district ballots to be loaded onto a ballot-on-demand solution for accessing by the voter). **(NOTE: As an optional item, this will not be included when evaluating and scoring the proposals).**

The proposed system must continue to maximize accessibility for all Alaskans eligible to vote, including rural and urban voters, voters with disabilities and voters requiring language assistance under Section 203 of the Voting Rights Act (VRA). The wide array of Alaska Native languages, including regional dialects, mean there are many languages that will need to be supported in Alaska. In the 2018 general election, the State provided support for 15 non-English languages, in the form of alternative language sample ballots and audio files on the touchscreen. All on-screen voting is displayed in English, with an audio translation of the ballot in the alternative language. Some precincts may have up to 5 languages supported via audio translation of the ballot. The successful contractor must be willing to work with Alaska officials to add audio files to the system to support Alaska Native, Spanish and Tagalog languages if not already included in the proposed system.

The State prefers COTS, non-proprietary hardware options wherever possible.

## SEC. 3.02 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award, approximately July 1, 2019, for 5 YEARS, EXPIRING 06/30/2024.

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

## SEC. 3.03 DELIVERABLES

The contractor will be required to provide a complete, turn-key, EAC certified voting and ballot tabulation system that supports both precinct-based ballot counting and central (regional office) ballot counting as well as provide for HAVA compliant, accessible voting. The contractor shall provide all software, hardware, firmware, equipment, supplies, support and services necessary for a complete and comprehensive solution that meets Alaska's requirements.

All proposed hardware must be newly manufactured, not refurbished. Hardware and software must meet the minimum system requirements outlined as a Must Have in Attachment #1 Requirements and shall include backup power/UPS, any hardware necessary to transmit results from precincts or Regional Offices (including encrypted thumb drives, keys or any other portable storage devices), printers, secure ballot boxes, and any other required hardware. The system must include a centralized scanner system for Regional Offices and a precinct-based solution that incorporates accessible voting requirements.

As part of the deliverables, the contractor will be required to provide the following:

- 1) **Project Management:** The contractor shall prepare a project schedule with specific tasks, milestones and deliverables. The contractor must assign a project manager to oversee and coordinate the ballot tabulation system delivery, implementation, training and support. The assigned project manager shall provide services to ensure the successful delivery and deployment of the system and will be required to provide updates at least weekly to the DOE project manager regarding equipment delivery, installation, implementation training and support, technical difficulties and all other related matters.
- 2) **Shipping and Delivery:** The contractor shall provide for the shipping, tracking and delivery of all system components required for the proposed system to the appropriate offices (Director's and Regional/Satellite) for installation. In addition, the components for the precinct-based solution must be shipped to the appropriate Regional/Satellite Office.
- 3) **Installation:** The contractor must complete the initial installation of the equipment in each Regional/Satellite Office and the Director's Office. Installation will include:
  - a) System installation and configuration plan for the system installed in the Director's Office and in each Regional/Satellite Office.

- b) Preparation of the system to ensure the system is secure and operating properly and ready for election use.
  - c) Installation of all components to fully conduct elections.
  - d) Initial acceptance testing to ensure all system components and precinct-based solution components are operating according to specifications. As part of the acceptance testing, the contractor must provide user-friendly acceptance testing scripts and must provide onsite support for DOE staff when performing acceptance testing.
  - e) Once all equipment is delivered and installed, the contractor must work with DOE to conduct a “mock” election to be used for end-to-end and load testing to verify that all installed components operate properly, and operate as a complete, fully-functioning system, including the upload of mock election results. The contractor must provide a demonstration election and ballots to support the mock election as well as test scripts for logic and accuracy testing.
- 4) **Documentation:** The contractor must provide documentation specific to the hardware and software implemented, including:
- a) User Procedures, including documentation for precinct-based components as well as central scanning and data-entry of hand-count results at regional offices;
  - b) shipping requirements to meet USPS standards and contractor’s warranty;
  - c) election administrator documentation;
  - d) system documentation;
  - e) preventative maintenance plans and procedures; and
  - f) training materials specific to the installation, including setup/takedown processes for precinct-based solution.
- 5) **Training:** The contractor must provide complete, comprehensive training of the entire system for DOE staff, that covers at a minimum:
- a) System software and all aspects of preparing the election database (including import/export features, generating ballot files, downloading election database to memory devices, uploading and reporting of election results, backing-up of the database, preparing for logic and accuracy testing);
  - b) operation of regional scanning solution (including software and hardware);
  - c) regional office procedures for data entry of hand-count results;
  - d) preparation, set-up and takedown processes for precinct-based solution (all components); and
  - e) processes for uploading election results from precincts and Regional/Satellite Offices.
- 6) **Support:** The contractor must provide election support.
- a) Onsite and offsite database review and programming support during election setup during the first primary and general election the system is in use.
  - b) Onsite support at Regional Offices and Director’s Office during the first primary and general election the system is in use. Onsite support will be 3 days, consisting of the day prior, day of, and the day after the election.

- c) During the two weeks prior through two weeks after election day, real time support during Alaska business hours, including weekends.
- d) U.S. based customer support provided by customer service employees residing within the United States.
  - i) The successful vendor agents will be required to be in compliance with the state's security standards, which may include background checks.
- 7) **Repair and Maintenance:** The contractor must provide equipment repair and preventative maintenance recommendations, including recommendations for storage and off-cycle preventative maintenance requirements.
- 8) (Optional) Ballot-on-Demand solution for 5 early vote locations. **(NOTE: As an optional item, this will not be included when evaluating and scoring the proposals.)**
- 9) (Optional) Provide suitable shipping cases for equipment to be sent out to the precincts during an election. **(NOTE: As an optional item, this will not be included when evaluating and scoring the proposals.)**

### SEC. 3.04 CONTRACT TYPE

A contract resulting from this RFP, if any, shall be a fixed price contract. The contractor will be required to provide the complete ballot tabulation system as set out in the RFP at a total fixed price.

### SEC. 3.05 PROPOSED PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

### SEC. 3.06 PROMPT PAYMENT FOR STATE PURCHASES

The state is eligible to receive a 5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated.

### SEC. 3.07 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Office of the Governor. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

### SEC. 3.08 LOCATION OF WORK

The location(s) the work is to be performed, completed and managed is the Division of Elections Director's Office (Juneau), Regional Offices in Juneau, Anchorage, Fairbanks and Nome as well as the Region 2 satellite office in Wasilla.

The state can offer temporary work space for the contractor to use during installation, testing, training and election support as well as meeting space for any meetings that take place between contractor and state.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive, or cancel the contract.

### SEC. 3.09 THIRD-PARTY SERVICE PROVIDERS

Not applicable.

### SEC. 3.10 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Subcontractor experience **SHALL** be considered in determining whether the offeror meets the requirements set forth in **SEC. 1.04 PRIOR EXPERIENCE**.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the state's request:

- complete name of the subcontractor;
- complete address of the subcontractor;
- type of work the subcontractor will be performing;
- percentage of work the subcontractor will be providing;
- evidence that the subcontractor holds a valid Alaska business license; and
- a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

### SEC. 3.11 JOINT VENTURES

Joint ventures will not be allowed.

### **SEC. 3.12 RIGHT TO INSPECT PLACE OF BUSINESS**

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

### **SEC. 3.13 F.O.B. POINT**

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

### **SEC. 3.14 CONTRACT PERSONNEL**

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the state may be grounds for the state to terminate the contract.

### **SEC. 3.15 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

### **SEC. 3.16 LIQUIDATED DAMAGES – NORMALLY USED FOR CONSTRUCTION ONLY**

Not Applicable.

### **SEC. 3.17 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS**

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Office of the Governor.

### **SEC. 3.18 NONDISCLOSURE AND CONFIDENTIALITY**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information.

“Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure ( to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

### SEC. 3.19 INSURANCE REQUIREMENTS

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form **APPENDIX B1** attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in **APPENDIX B1** must be set out in the offeror’s proposal.

### SEC. 3.20 TERMINATION FOR DEFAULT

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing



written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached in **SECTION 8. ATTACHMENTS**.

## SECTION 4. PROPOSAL FORMAT AND CONTENT

### SEC. 4.01 PROPOSAL FORMAT AND CONTENT

The state discourages overly lengthy and costly proposals; however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

### SEC. 4.02 INTRODUCTION

Proposals must include a transmittal letter that includes the following:

- The complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.
- Indication if the offeror intends to use subcontractors, and if so, specific detail outlined in Section 3.10.
- A statement confirming that the offeror's firm meets the minimum Prior Experience set out in Section 1.04.
- Confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder.
- Signature of a company officer empowered to bind the company.

An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

### SEC. 4.03 UNDERSTANDING AND TECHNICAL SOLUTION FOR THE PROJECT

- Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and include a high-level architecture overview (including diagrams) of the proposed solution.
- Offerors must identify the EAC certification status of the proposed system and which version of the VVSG the system is certified under (include a copy of the certification provided by EAC).
- Offerors must provide at a minimum a detailed description of:
  1. The proposed "host" site in the Director's Office, for programming the election, preparing ballots, receiving and reporting of election results. Outline the software and hardware components that are included.
  2. The proposed system in the Regional Offices for counting of absentee/questioned/early vote ballots, including your solution for counting partial count ballots and uploading results to the host site. Outline the software and hardware components that are included.
  3. The proposed system for regional data-entry and uploading to host site of hand-count election results.
  4. The proposed precinct-based system, including accessible voting device, ballot box, how the election is loaded onto the equipment, and how the equipment can be transported to precinct polling places.
  5. The expected useful life of the proposed system and where the proposed system is at in its product useful lifecycle.

6. (Optional) Describe any ballot-on-demand solution you would propose. DOE, dependent on pricing and available funding, may purchase ballot-on-demand as part of the ballot tabulation system.

**(NOTE: As an optional item, this will not be included when evaluating and scoring the proposals.)**

- Offerors must complete Attachment 2, Miscellaneous Specifications.
- Offerors must outline the security features of the proposed system, including a detailed description of the planned security that answers the underlying questions of (1) how does the State stop people from doing things to the system that should not be done, and (2) if someone does something, how does the State determine what was done? At a minimum, discuss the following topics:
  - Operational security, including backup capabilities and protocols (for data and configurations).
  - Security of results transmission from precincts or Regional Offices to the Director's Office, including a description of supported communication technologies and methods used to ensure data integrity;
  - Physical security of the system itself; and
  - Access controls, including user authentication.
    - If software components need to be updated (e.g., virus definition updates, system upgrades/patches), identify and describe how this will be accomplished.

*Note: For security reasons, the State envisions that the system will be air gapped. If a firm recommends a different approach, explain the recommended approach and why this approach should be used.*

- Offerors must outline the audit functionality in the proposed system, not only for the software components but also for all hardware. The description should answer the foundational question: how can the State prove that the output from the system is trustworthy and no one has tampered with any component of the system? At a minimum, discuss the following topics:
  - What elements are included in audit functions;
  - What data is captured in logs;
  - The auditing techniques used;
  - The available reports and logs; and
  - How the logs are secured.

#### SEC. 4.04 METHODOLOGY USED FOR THE PROJECT

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the project schedule.

Proposed methodologies described will include:

- A high-level schedule for the implementation, including the projected length of time to complete each step of the implementation.

- The testing approach to be used for the following types of testing performed as part of the initial system implementation, to include:
  - System testing;
  - Performance/stress testing;
  - Acceptance testing; and
  - Logic and Accuracy testing.

*Note:* The selected firm will coordinate and oversee acceptance testing; however, DOE personnel must conduct the testing itself.
- The training approach that will be used for training election staff on use of the proposed system, including the types of training and the method and mode of each type. Include sample training materials for a component of the election creation/set up process, and a component of the ballot scanning process.
- Any mitigation plan, including steps taken to mitigate risks due to unforeseen circumstances. At a minimum, discuss the following topics:
  - Recommendations to prevent, mitigate and recover from an emergency situation that may disrupt an election;
  - Technology threats;
  - Recommendations for contingency planning; and
  - System redundancy and backups.
- The support model, including how support calls are handled during the phases of an election lifecycle and recount.
- The maintenance and warranty structure. Describe the product's lifecycle, including frequency of updates to specialized election software and to the firmware of specialized hardware. Identify how long the firm supports a software version. Define whether updates to the software over time would require the system's network to be rebuilt, and if so, the frequency at which this would occur.
  - Identify who would perform maintenance (e.g., firm, subcontractor, local technicians, etc.).
  - Identify the types of system support and maintenance typically performed by the client's IT staff and the skillsets required for each type.
  - Attach a copy of your standard warranty for the system.

## SEC. 4.05 MANAGEMENT PLAN FOR THE PROJECT

The offeror selected in response to this RFP must provide experienced, qualified professionals to ensure the success of the project. Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the project schedule. The management plan for the project must include:

- An organizational chart showing proposed project manager and team members and defining all key functional and technical roles of team members.

- Detailed list showing each individual proposed to serve on the project, with a complete description of his/her role, responsibilities and years of experience with implementing voting and ballot tabulation systems.
- Confirmation that the offeror commits that the project team members will actually be assigned to the project and will not be reassigned without notifying DOE.
- If the offeror intends to use subcontractors, the offeror must identify in the proposal the name of the subcontractors and the portions of the work that will be performed by subcontractors.

#### SEC. 4.06 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an overview about your company, its capabilities and why it should be selected for this project. The overview should describe the company's stability and ability to perform required work for this project and ongoing election support and equipment repair and maintenance. Offeror may provide any additional information that demonstrates the strength it can bring to this project.

Offerors must also provide detailed information describing experience implementing a comparable ballot tabulation system (including the use of the software/hardware being proposed) and provide at least three (3) and no more than five (5) references where the proposed system has been implemented.

#### SEC. 4.07 DEMONSTRATION

Offerors must provide an on-site mock election demonstration that gives a clear and meaningful understanding of the proposed solution. Location of the Demonstration will be either Juneau or Anchorage, determined by DOE. Offerors must present their demonstration in real time and must supply all components required to perform the demonstration. DOE will provide internet connectivity, a projection screen, tables, chairs and any other requested accommodations DOE finds reasonable.

Each offeror will be limited to one, 6-hour demonstration on a single day that provides an overview of:

- Software used to create election parameters, receive and report results. In addition, DOE would like to see how system imports data, exports results and ballot images, how languages are handled, how audio is imported and at a minimum the Election Summary, Statement of Votes Cast and Card Cast reports.
- Proposed solution for precinct-based equipment (including ballot box and any accessible device and components).
- Scanning solution for Regional Offices for counting absentee/questioned/early ballots, including scanning partial count ballots.
- Manual entry of election results from Regional Offices for uploading to Director's Office.

As part of the demonstration, DOE would like the offeror to prepare a mock election and test ballots that will be used to show scanning with the precinct-based solution, central scanning at the regional offices and other features of the proposed system and that includes at a minimum:

- One jurisdiction wide race (with at least 4 candidates plus write-in), 2 state senate races (with at least 2 candidates, plus write-in), and 4 house district races (with at least 2 candidates, plus write-in) covering a total of 12 precincts. For instance, Governor (jurisdiction-wide), Senate A, Senate B, House District 1, House District 2, House District 3 and House District 4. House District 1-2 can be assigned to Senate A and House District 3-4 can be assigned to Senate B. There should be a minimum of 3 precincts assigned to each house district, for a total of 12 with 2 of the precincts (in the same house district) sharing the precinct equipment.
- There should be enough ballots for 4 different test decks (one for each house district) with extras for evaluators to use. The test decks can be created following the 1, 2, 3, 4 pattern (1<sup>st</sup> candidate gets 1 vote, second 2<sup>nd</sup> gets 2 votes, 3<sup>rd</sup> gets 3 and 4<sup>th</sup> gets 4, etc). The test decks will be used to scan ballots for the precincts as well as for absentee/questioned/early vote ballots.
  - The candidate names in the jurisdiction-wide race must be rotated by house district.
  - The candidate names shall include both their registered party affiliation and their party designation (i.e., Smith, Ballot (D) Alaska Democrat Party Nominee, where the (D) refers to the candidate's party affiliation).
- Process for uploading election results.

## SEC. 4.08 COST PROPOSAL

Cost proposals must include an overall fixed cost for all direct and indirect costs associated with the performance of the contract. Offerors must complete and submit Attachment #3, Proposal Cost Sheet and must attached an itemized list detailing all software, hardware, and miscellaneous system components needed for a complete turn-key system (i.e., power cords, memory devices, ballot boxes, security keys, access cards) that are included with the system cost proposal, broken out by item and quantity.

1. The cost proposal must include the cost (including licensing) for the overall system software that is needed to program and prepare for elections, generate ballot files, tabulate and report results at the Director's Office as well as software that is needed at the Regional/Satellite Offices for manual entry of election results and centrally scanning absentee/questioned/early vote ballots.
2. The cost proposal must include the cost for all system hardware needed for implementation of the system in the Director's Office and the Regional/Satellite Offices. (This includes the hardware for the manual entry stations required as outlined in the Scope of Work).
3. The cost proposal must include the cost, per unit, for all hardware/software/firmware/licensing and any other peripheral items needed for the precinct-based voting and ballot counting solution for 304 precincts, including HAVA compliant accessible voting.
4. The cost proposal must include the cost, per unit, for all hardware/software/firmware/licensing and any other peripheral items needed for the precinct-based HAVA compliant accessible voting solution for 137 hand-count precincts and 5 early vote stations.
5. The cost proposal must include the cost for project management, installation and training.

6. The cost proposal can include the cost for any optional items the offeror would like to propose (i.e., ballot-on-demand, shipping cases). (NOTE: Optional items and their associated costs will not be included when evaluating and scoring the proposals.)

Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. Proposals determined to be responsive will be evaluated using the criterion that is set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

## SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 100

### SEC. 5.01 UNDERSTANDING AND TECHNICAL SOLUTION FOR THE PROJECT (20%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror demonstrated a thorough understanding of the organization of the Division of Elections, including the roles between the Director's office and the Regional Offices and proposed a solution that addresses the various roles between the Director's office and Regional offices as well as the unique logistical challenges with implementing a ballot tabulation system in Alaska?
- 2) How well does the offeror's proposed solution address the various ballot counting methods, including how results are reported and is the proposed solution architected to address the variations used in Alaska to count and report results?
- 3) How well does the proposal describe the total overall system architecture, at the Director's office and Regional offices and demonstrate that the system can meet the requirements set out in the RFP and outline in Attachment 1?
- 4) How well does the proposal describe the offeror's solution for precinct-based ballot tabulation as well as central scanning for absentee/questioned and early vote ballots, including scanning and reporting results for partial count ballots (i.e., Statewide only, Statewide/Senate, Statewide/Senate/Judicial etc.) and does it appear the proposed solution can adequately meet the ballot tabulation needs of the State of Alaska?
- 5) Did the offeror provide reasonable detail/recommendation on how the precinct-based equipment could be shipped to rural precincts (shipping boxes/containers/cases) during the elections?
- 6) For storage at the Regional Offices, is the precinct-based equipment in the proposed solution portable enough to move easily between rooms when preparing for an election?
- 7) Does the proposal clearly identify the EAC certification status of the proposed solution and which version of the VVSG the system is certified under?
- 8) How well does the proposal outline the security features of the proposed system, including security of results transmissions, user security authentication and access controls?

### SEC. 5.02 METHODOLOGY USED FOR THE PROJECT (5%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well has the offeror described a project schedule and does the schedule depict a reasonable timeframe for the project from start to finish?
- 2) How well does the proposal describe the offeror's proposed testing strategy and has the offeror provided sample test scripts that depict a logical approach to the various tests outlined in the RFP?



- 3) How well does the proposal describe the training approach and does it appear that the proposed training provide staff with a clear understanding of how to operate and maintain both hardware and software used in the proposed solution?

### SEC. 5.03 MANAGEMENT PLAN AND EXPERIENCE FOR THE PROJECT (5%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well does the proposal demonstrate that the offeror has the experience and qualifications necessary to complete the requirements of this RFP and deliver a solution on time?
- 2) How well does the proposal outline the organization of the project team and does it appear that the offeror has experienced personnel resources in place for successful completion of the project on time?
- 3) Does the proposal demonstrate that the offeror has the ability to provide adequate support for its solution and products after the contract is complete?

### SEC. 5.04 SOLUTION DEMONSTRATION (35%)

**Proposals will be evaluated against the questions set out below:**

- 1) How well did the demonstration give a clear understanding of the proposed solution, including the software and hardware components?
- 2) How well did the demonstration show that the proposed solution can meet the functional requirements in Attachment 1 and meet Alaska's ballot counting needs and processes?
- 3) How well did the demonstration show that the proposed solution offers efficient, high-speed scanning at the Regional Offices for absentee/questioned/early vote ballots?
- 4) How well did the offeror demonstrate the proposed solution can efficiently process and report results for partial count ballots?
- 5) How well did the demonstration show that the proposed solution can produce ballots at the house district level for tabulation of absentee/questioned/early vote ballots.
- 6) How well did the demonstration show that 2 precincts in the same house district can share precinct-based equipment and results tabulated to the correct precinct?
- 7) How well did the demonstration show that the proposed solution includes an efficient process for manual entry of election results from hand-count precincts?
- 8) Does the proposed precinct-based solution appear to be user friendly and compact enough for elderly poll workers to manage, including the ability to easily setup and takedown the equipment at the polling place?
- 9) Will the proposed precinct-based solution be reasonably transported, be capable of withstanding transport conditions without incurring damage and be able to be shipped to rural precincts using USPS as a shipping method?
- 10) How well did the demonstration show that the proposed precinct-based solution will meet the language accessibility needs for Alaska and allow for designating which languages to apply to individual precincts, without requiring an "all or none" for language accessibility?

**SEC. 5.05 CONTRACT COST (25%)**

Overall, a minimum of **25%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

**Converting Cost to Points**

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 3.15.

**SEC. 5.06 ALASKA OFFEROR PREFERENCE (10%)**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

## SECTION 6. GENERAL PROCESS INFORMATION

### SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

### SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, PO Box 110806, Juneau, Alaska 99811-0806**, for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game;
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only;
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance; or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

### SEC. 6.03 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

## SEC. 6.04 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

## SEC. 6.05 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer.

Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

## SEC. 6.06 EVALUATION OF PROPOSALS

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in **SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION.**

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

## SEC. 6.07 CONTRACT NEGOTIATION

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in Juneau or Anchorage, Alaska. Offerors will be responsible for their travel and per diem expenses.

## SEC. 6.08 FAILURE TO NEGOTIATE

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

the state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

## SEC. 6.09 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

## SEC. 6.10 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

## SEC. 6.11 APPLICATION OF PREFERENCES

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska Bidder, Alaska Veteran, and Alaska Offeror preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the **Department of Administration, Division of General Service's** web site:

<http://doa.alaska.gov/dgs/pdf/pref1.pdf>

- Alaska Products Preference - AS 36.30.332
- Recycled Products Preference - AS 36.30.337
- Local Agriculture and Fisheries Products Preference - AS 36.15.050
- Employment Program Preference - AS 36.30.321(b)
- Alaskans with Disabilities Preference - AS 36.30.321(d)
- Alaska Veteran's Preference - AS 36.30.321(f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs and individuals who qualify as persons with a disability. As evidence of a business' or an individual's right to the Employment Program or Alaskans with Disabilities preferences, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of these preferences, a business or individual must be on the appropriate Division of Vocational Rehabilitation list prior to the time designated for receipt of proposals. Offerors must attach a copy of their certification letter to the proposal. **An offeror's failure to provide this certification letter with their proposal will cause the state to disallow the preference.**

## Sec. 6.12 ALASKA BIDDER PREFERENCE

An Alaska Bidder Preference of 5% will be applied to the price in the proposal. The preference will be given to an offeror who:

- 1) holds a current Alaska business license prior to the deadline for receipt of proposals;
- 2) submits a proposal for goods or services under the name appearing on the offeror's current Alaska business license;

- 3) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- 4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company (LLC) organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and
- 5) if a joint venture, is composed entirely of ventures that qualify under (1)-(4) of this subsection.

### **Alaska Bidder Preference Statement**

In order to receive the Alaska Bidder Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

If the offeror is a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner and include a statement certifying that all members or partners are residents of the state.

If the offeror is a joint venture which includes a LLC or partnership as identified in (4) of this subsection, the statement must also identify each member or partner of each LLC or partnership that is included in the joint venture and include a statement certifying that all of those members or partners are residents of the state.

### **SEC. 6.13 ALASKA VETERAN PREFERENCE**

An Alaska Veteran Preference of 5%, not to exceed \$5,000, will be applied to the price in the proposal. The preference will be given to an offeror who qualifies under AS 36.30.990(2) as an Alaska bidder and is a:

- A. sole proprietorship owned by an Alaska veteran;
- B. partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- C. limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- D. corporation that is wholly owned by individuals, and a majority of the individuals are Alaska veterans.

### **Alaska Veteran Preference Statement**

In order to receive the Alaska Veteran Preference, the proposal must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

### **SEC. 6.14 ALASKA OFFEROR PREFERENCE**

2 AAC 12.260(e) provides Alaska offerors a 10% overall evaluation point preference. Alaska bidders, as defined in AS 36.30.990(2), are eligible for the preference. An Alaska offeror will receive 10 percent of the total available points added to their overall evaluation score as a preference.

### **SEC. 6.15 FORMULA USED TO CONVERT COST TO POINTS**

The distribution of points based on cost will be determined as set out in 2 AAC 12.260(c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined using the formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

SEC. 6.16 EXAMPLES: CONVERTING COST TO POINTS & APPLYING PREFERENCES

(a) FORMULA USED TO CONVERT COST TO POINTS

STEP 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

STEP 2

In this example, the RFP allotted 40% of the available 100 points to cost. This means that the lowest cost will receive the maximum number of points.

**Offeror #1 receives 40 points.**

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 40 points.

**Offeror #2 receives 37.4 points.**

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$42,750 \text{ cost of Offeror \#2's proposal} = 37.4$$

**Offeror #3 receives 33.7 points.**

$$\$40,000 \text{ lowest cost} \times 40 \text{ maximum points for cost} = 1,600,000 \div \$47,500 \text{ cost of Offeror \#3's proposal} = 33.7$$

(b) ALASKA OFFEROR PREFERENCE

STEP 1

Determine the number of points available to qualifying offerors under this preference.

$$100 \text{ Total Points Available in RFP} \times 10\% \text{ Alaska offerors preference} = 10 \text{ Points for the Preference}$$

STEP 2

Determine which offerors qualify as Alaska bidders and thus, are eligible for the Alaska offerors preference. For the purpose of this example, presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. The scores at this point are:

Offeror #1	83 points	No Preference	0 points
Offeror #2	74 points	Alaska Offerors Preference	10 points
Offeror #3	80 points	Alaska Offerors Preference	10 points

STEP 3

Add the applicable Alaska offerors preference amounts to the offeror's scores:



Offeror #1	83 points	
Offeror #2	84 points	(74 points + 10 points)
<b>Offeror #3</b>	<b>90 points</b>	<b>(80 points + 10 points)</b>

**STEP 4**

**Offeror #3** is the highest scoring offeror and would get the award, provided their proposal is responsible and responsive.

## SECTION 7. GENERAL LEGAL INFORMATION

### SEC. 7.01 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign and submit the State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). This form is attached in **SECTION 8. ATTACHMENTS** for your review. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

### SEC. 7.02 PROPOSAL AS A PART OF THE CONTRACT

Part or all of this RFP and the successful proposal may be incorporated into the contract.

### SEC. 7.03 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

### SEC. 7.04 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/j/tip/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive, or cancel the contract.

### SEC. 7.05 RIGHT OF REJECTION

Offerors must comply with all RFP terms, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or

- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

**A proposal from a debarred or suspended offeror shall be rejected.**

## SEC. 7.06 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

## SEC. 7.07 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

## SEC. 7.08 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

## SEC. 7.09 DISPUTES

A contract resulting from this RFP is governed by the laws of the State of Alaska. If the contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

## SEC. 7.10 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

## SEC. 7.11 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with SEC. 7.05 RIGHT OF REJECTION. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights

under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

### **SEC. 7.12 CONTRACT INVALIDATION**

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

### **SEC. 7.13 SOLICITATION ADVERTISING**

Public notice has been provided in accordance with 2 AAC 12.220.

## **SECTION 8 ATTACHMENTS**

### **SEC. 8.01 ATTACHMENTS**

- 1) PROGRAMMING ELECTIONS REQUIREMENTS
- 2) MISCELLANEOUS SPECIFICATIONS
- 3) PROPOSAL COST SHEET AND OPTIONAL ITEMS
- 4) PROPOSAL EVALUATION FORM
- 5) PROPOSAL CHECKLIST
- 6) NOTICE OF INTENT TO AWARD

### **SEPARATE ATTACHMENTS**

STANDARD AGREEMENT FORM

APPENDIX A – TERMS AND CONDITIONS

APPENDIX B1 – INSURANCE REEQUIREMENTS

## ATTACHMENT 1 PROGRAMMING ELECTIONS REQUIREMENTS

### A. PROGRAMMING ELECTIONS REQUIREMENTS

1.	The system must meet the requirements of and be certified under Voluntary Voting System Guidelines (VVSG) 1.0, published in 2005. While minimally acceptable, the State would prefer a system certified under VVSG 1.1, published in 2015.	Must Have
2.	The system architecture must include redundancy in election programming, allowing full election functionality from at least three geographically distinct locations.	Must Have
3.	The system must allow election officials the ability to create an election in a single, centralized database that allows for defining the election parameters (e.g., candidate and contest information), designing ballots and generating ballot displays that can be installed in all voting equipment for which they are intended.	Must Have
4.	Within the system, authorized users can establish political subdivisions, at both the State and municipal levels. Subdivisions will include Senate, House, Judicial, School, Borough Assembly, City Council, and Service Area districts.	Must Have
5.	When creating the election, election officials can designate a contest as being jurisdiction wide or associate it with a specific political subdivision (see A4 for a discussion of political subdivisions).	Must Have
6.	The system allows authorized users to define a new election from scratch, from an election template, or from a previous election.	
7.	The system supports having multiple active elections concurrently.	Must Have
8.	When an election is being defined, the system allows authorized users to enter the following election information in the system once and then use that information in multiple places (e.g., same candidate appears on multiple ballot styles). All fields must support special characters: <ul style="list-style-type: none"> <li>a. Candidate names</li> <li>b. Candidate political affiliation (where applicable)</li> <li>c. Ballot proposition text</li> <li>d. Precinct name</li> <li>e. Number of registered voters</li> </ul>	Must Have
9.	The system supports multiple lines of text for candidate name and multiple lines for candidate political affiliation during election definition.	Must Have
10.	When an election is being defined, the system allows authorized users to enter election information in the system by: <ul style="list-style-type: none"> <li>a. Manually entering data</li> <li>b. Importing data. Describe supported file types.</li> </ul>	Must Have

	<ul style="list-style-type: none"> <li>c. Copying/pasting text from other software (e.g., Microsoft Word), including character-level and paragraph-level formatting</li> </ul>	
11.	<p>After an election is defined, the system will provide administrative reports, in a non-proprietary format, that may be used to proof the election. These reports will include, at a minimum:</p> <ul style="list-style-type: none"> <li>a. Contests with candidates</li> <li>b. Contests with card styles</li> <li>c. Contests with reporting precincts</li> <li>d. Base precincts with card styles</li> <li>e. Base precincts with contests, candidates, districts/precincts, ballot style</li> </ul>	Must Have
12.	<p>After an election is defined, the system will provide the export of election parameters, at minimum, in PDF, text, and XML formats so that the State can import data into other systems used by the division. The parameters available for export will include, at a minimum:</p> <ul style="list-style-type: none"> <li>a. Ballot styles with districts</li> <li>b. Ballot styles with races</li> <li>c. Races with candidates</li> <li>d. Race rotation with cards</li> <li>e. Ballots with cards</li> </ul>	Must Have
13.	<p>The system will use the official election database for logic and accuracy testing (LAT), rather than using a copy. The official election database will be cleared of any testing votes cast after LAT, prior to the actual election.</p>	Must Have
14.	<p>The system must allow for audio files supporting at least five languages on any one Help America Vote Act (HAVA) compliant accessible voting unit. Different machines will have different languages loaded to them, based on the needs of the specific precinct.</p>	Must Have
15.	<p>The solution will allow for creation of sample ballots from the election database in multiple alternative languages required in Alaska.</p>	Must Have
16.	<p>When defining an election, the system will allow users to select languages for which only audio translations will be provided.</p> <p><i>Note: State currently displays only an English language ballot.</i></p>	Must Have
17.	<p>When defining the election, authorized users must be able to designate which languages apply to an individual precinct. If an alternative language applies to a specific precinct, the system must apply only the selected alternate languages to that precinct (i.e., not all languages in the database).</p>	Must Have
18.	<p>The system must support importing audio files of alternate languages both as individual files and as a batch. These files will be prepared in applications external to the election management system.</p>	Must Have

19.	For primary elections, the system must be able to generate ballot styles for specific political parties as well as "ballot measures only" ballot style. Some ballot styles will include candidates for a single political party and ballot measure(s); other ballot styles, in the same election, will have candidates from multiple political parties and ballot measure(s). "Ballot measures only" ballot style will not contain any partisan contests.	Must Have
20.	The system will allow authorized users to designate individual contests as having ballot rotation of candidate names. The system will allow users to specify the order of rotation by district level. For example, the candidate names in statewide and Senate races are rotated by House District (meaning that for the ballot styles on which that contest appears, Candidate A will be listed at the top for House District 1, Candidate B will be listed at the top for House District 2, etc.). State representative races are not rotated.	Must Have
21.	The system must be able to generate a jurisdiction-wide ballot that contains only federal contests, without the need for a separate ballot style for each precinct.	Must Have
22.	If a ballot is generated containing only federal contests (see A21), the ballot must be formatted for 8.5" x 11" paper, regardless of the page size of other ballot styles in the election.	Must Have
23.	The system will allow election officials to produce and print a ballot at either a Precinct or House District level.	Must Have
24.	The system must enable the user to define the ballot layout, header content, and instructions once and apply those to all ballot styles in the election.	Must Have
25.	The system must support the ability to have different ballot headers depending on the type of ballot (i.e., instructions for paper ballots vs. ballot marking devices)	Must Have
26.	The system must support designing single-sided, two-sided, and multipage ballots (counted as a single ballot).	Must Have
27.	The system must support paper ballot sizes up to and including 17/18 inches in length.	Must Have
28.	The system must support importing images and incorporating them in the ballot designs.	Must Have
29.	The system must allow the user to configure layout options: <ul style="list-style-type: none"> <li>a. Number of columns</li> <li>b. Font (face, style, size, color)</li> <li>c. Oval/box position</li> <li>d. Number of lines for candidate names</li> </ul>	Must Have
30.	For each ballot style in an election, the system will generate sample ballots in a nonproprietary format (such as PDF) that cannot be accepted or counted by a scanner.  <i>Note: Sample ballots will include versions in alternate languages.</i>	Must Have

31.	For each ballot style, the system will output the final ballot designs to a PDF and in a "print ready" format to be used by the ballot printer and a "scan ready" format for internal use as a batch or to print on demand.	Must Have
32.	The accessible voting units used in the regional early voting stations must be able to accommodate multiple ballot styles.	Must Have
33.	For each ballot style, the system will produce a fully legible, compressed PDF that fits on a standard letter size (8.5' x 11") page.	Nice to Have

**B. PROCESSING BALLOTS REQUIREMENTS**

1.	Support at least one million eligible voters per statewide election (in 2018, there were 575,049 registered voters).	Must Have
2.	Any equipment that electronically generates ballots must produce a paper record of the ballot that the voter can review and correct at the time of voting and that can be used for a recount. The paper record must identify the election, precinct, ballot style, and vote recorded for each contest. Although a machine-readable barcode may be generated, the printed record must allow for visual confirmation of the votes cast in each contest. The paper record produced for voters with disabilities must be the same size and style as the paper record produced for all other voters.  <i>Note: the verifiable paper record is currently provided in English only, regardless of the language in which the ballot was voted.</i>	Must Have
3.	At Regional Offices, staff must be able to scan a batch of at least 100 ballots at a time (i.e., place multiple ballots in the feeder at a time, instead of one ballot at a time).	Must Have
4.	The system must allow multiple staff members at each Regional Office to work simultaneously, scanning ballots and entering results from precincts. Not only would this include multiple scanners running simultaneously, but also the ability to manually enter hand count results while running scanners.	Must Have
5.	The system must tabulate ballots to the appropriate precinct, including in the following situations:  <ul style="list-style-type: none"> <li>a. Precinct has more than one ballot style</li> <li>b. Multiple precincts are voting at the same location, using the same equipment (either on the same ballot style or a different ballot style)</li> </ul>	Must Have
6.	The system must allow absentee and questioned ballots to be tabulated and reported at the House District level, rather than at the precinct level. Provide a detailed explanation of how users will accomplish designating ballots to be tabulated at the House District level, and how those ballots will be tabulated.	Must Have
7.	When processing a batch of ballots, at a Regional Office, the system must support an authorized user designating that the system only count some contests (and ignore others) for all ballots in that batch. Processing partial count ballots must not require the user to create a duplicate/facsimile ballot with only those races marked.	Must Have



	<p><i>Note: For absentee and questioned (provisional) ballots, Alaska allows a partial count of races on the ballot that the voter is eligible to vote. For example, a voter who is registered in a polling place in House District 10 but goes to a polling place in House District 29 is required to vote a questioned (provisional) ballot. The division will count all races on the ballot that the voter is eligible to vote but will not count the House District 29 race(s). In this example, the count would be a partial count for statewide races only. Currently, the division scans/counts partial count ballots in batches by House District and the type of count – i.e., all ballots in a single House District where only the statewide races can be counted are scanned together for a House District. The division currently uses header cards for each batch to accomplish partial counts at the regional level. For example, for each House District, ballots are counted by count type as follows:</i></p> <ul style="list-style-type: none"> <li><i>a. for all ballots in which statewide only contests will be counted</i></li> <li><i>b. for all ballots in which statewide contests and senate contest will be counted</i></li> <li><i>c. for all ballots in which statewide contests and judicial contests will be counted</i></li> <li><i>d. for all ballots in which only the Presidential contest will be counted</i></li> </ul>	
8.	The system must be capable of scanning and tabulating a ballot with federal contests only, even if the ballot is a different paper size than other ballot styles in the election.	Must Have
9.	The system enables election officials to scan ballots before Election Day without tabulating or partial results being available to anyone (e.g., tabulation function can be disabled until set date and time).	Must Have
10.	If a ballot has an overvote in one or more contests, the system allows election officials to adjudicate those contests. Electronic adjudication is preferred at Regional Offices and Director's Office.	Must Have
11.	The system must support utilizing the election database for recounts and allowing the user to designate which contests and candidates are included in the recount. The system must be capable of recounting either A) all races or B) one or more races, in a precinct or precincts, district or districts, or statewide.	Must Have
12.	In a recount, the system shall not require the user to re-enter election information (i.e., districts, candidates, proposition text) or regenerate ballots. The recount database must allow the same ballots used in the election to be used during the recount.	Must Have
13.	During central scanning, the system will capture an image of any write-ins entered by the voter.	Nice to Have
14.	The system allows adjudication of write-ins as a separate process from adjudicating overvotes.	Nice to Have
15.	The system allows authorized users to enter qualified write-in candidates.	Nice to Have

16.	During adjudication of write-ins, adjudicator may use the list of authorized write-ins to facilitate adjudication.	Nice to Have
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**C. TRANSMITTING RESULTS REQUIREMENTS**

1.	Precinct count systems will be able to efficiently transmit results directly to the Director's Office in Juneau.	Must Have
2.	The Director's Office and Regional Offices will be able to manually enter the results of hand counts called in from precincts that do not have precinct count systems.	Must Have
3.	Regional Offices will be able to securely transmit any results entered or scanned at the Regional Office to the Director's Office in Juneau. The system will prevent duplicate transmissions of system-tabulated results.	Must Have
4.	The system will support uploading precinct results from hub locations or Regional Offices to the Director's Office.	Must Have

**D. REPORT RESULTS REQUIREMENTS**

1.	<p>The system produces a Summary Election Results report, showing the results for each race/contest to include:</p> <ul style="list-style-type: none"> <li>a. Race/Contest Name</li> <li>b. Number of precincts</li> <li>c. Precincts reporting</li> <li>d. Times counted</li> <li>e. Total votes</li> <li>f. Candidate name and political affiliation</li> <li>g. Number of votes</li> <li>h. Percentage of vote</li> </ul>	Must Have
2.	<p>The system produces a Statement of Votes Cast Report, which reports results by precinct, to include:</p> <ul style="list-style-type: none"> <li>a. Race/Contest Name</li> <li>b. Number of registered voters</li> <li>c. Number of cards cast</li> <li>d. Percentage of turnout</li> <li>e. Total votes for each candidate in each contest</li> <li>f. Total votes for each issue</li> <li>g. House District total votes for absentee, questioned, and early voting</li> </ul>	Must Have
3.	<p>The system produces a Cards Cast Report, which reports the number of cards cast by District/Reporting Unit, to include:</p> <ul style="list-style-type: none"> <li>a. Precinct name</li> <li>b. Voting groups</li> <li>c. Number of ballot/card cast by each precinct based unit</li> </ul>	Must Have

4.	In the results for a contest with write-ins, the system includes the total count in the write-in category.	Must Have
5.	The system allows authorized users to export reports to a non-proprietary electronic format for posting to a website.	Must Have
6.	The system must produce a report, at any point in the process, showing which portable memory devices (if utilized) have been uploaded and which have not been uploaded to the election database for uploading election results.	Must Have
7.	The system must be capable of generating reports in a format on standard letter-sized paper (8.5"x11")	Must Have

**E. NON-FUNCTIONAL REQUIREMENTS**

1.	The system must be an integrated system, with support coordinated through a single vendor	Must Have
2.	The system must not be a cloud-based solution.	Must Have
3.	System is architected such that, if specialized election hardware fails during an election, the State is still able to continue processing ballots and tabulating results.	Must Have
4.	In case of a loss of power, system provides for a graceful shutdown either by a user or with an automatic operation of any equipment that stores election or ballot data. A graceful shutdown means that it is done without loss of data and in a manner that enables a user to resume operation from the point it stopped once power is restored.  In addition to your overall response, describe for each of the following how your system handles a power loss:  <ul style="list-style-type: none"> <li>a. Central database</li> <li>b. Individual units at a polling location or vote center</li> <li>c. Central tabulation and reporting</li> </ul>	Must Have
5.	System provides the ability for all data and configurations to be backed up to removable media device.	Must Have
6.	All hardware for the system is new.	Must Have
7.	The State can reset all passwords (e.g., default administrative passwords) for system components. No passwords will be hardcoded into the devices.	Must Have
8.	System provides user authentication.	Must Have
9.	System security and authorization settings must be able to be managed by a designated administrator without the need for programming.	Must Have

10.	System provides system administration capabilities for appropriately authorized users to configure, monitor, and maintain the system.	Must Have
11.	Equipment for use in precinct locations must be within the size and weight restrictions for shipping (including by air) via the US Postal Service.  <i>Note: 2018 maximum size allowed for a parcel shipped via USPS is no more than 108 inches in length and girth combined. Maximum weight is 70 lbs.</i>	Must Have
12.	Equipment to include suitable shipping and/or storage cases depending on the destination of the equipment. Cases for shipping equipment to remote precincts to be built to withstand inclement weather conditions and transportation in rugged conditions including small planes, snow machines, and all-terrain vehicles. Cases for equipment not requiring shipping to remote precincts could be suitably less durable, such as soft case.	Nice to Have
13.	Ballot boxes for use in rural precincts must be compact and able to be shipped via USPS.  <i>Note: 2018 maximum size allowed for a parcel shipped via USPS is no more than 108 inches in length and girth combined. Maximum weight is 70 lbs.</i>	Must Have
14.	Equipment for use in Regional Offices must be lightweight and portable to allow for movement of equipment to and from storage locations for each election cycle.	Must Have
15.	System supports an unlimited number of users with varying permissions/user group assignments.	Nice to Have

## ATTACHMENT 2 MISCELLANEOUS SPECIFICATIONS

Offerors must restate and provide a detailed response to each of the following system specification items.

### Election Database Software

1. Does your proposed system have a limit on the number of ballot styles allowed per election?
2. How many simultaneous active elections does your system allow?
3. Is there a limit on the number of elections your system can store?
4. When setting up the election database, provide a description of the database elements that can be imported, and the file types supported for import.
5. For the election results reports, which reports does your system allow to be exported, and the file types supported for export?
6. Provide a description of your system's alternative language capabilities. Specifically:
  - a. How many languages does your system support?
  - b. Does your system allow specific alternative languages to be designated to specific precinct(s) or does it have to apply to all precincts?
  - c. Can audio for Alaska Native languages be added to your system for general prompts and instructions to voters.
  - d. Can the ballot be presented in English and the audio translation of the ballot be in a designated alternative language?
  - e. Can the election specific audio (contest headings, candidate names, ballot measures, etc.) be imported as a batch or does it require individual files to be imported?
  - f. Describe any limitations in supported audio file types, number of files or individual audio file size.
7. Describe the options provided in your system for candidate name rotation.
8. What is the maximum paper ballot size your system supports?
9. Describe the security features of your system that allow for user level roles and access.
10. Describe the type of administrative and/or audit reports that are available to proof the election database to ensure the entered information is accurate.
11. Describe any plans you have for future system enhancements.

Precinct-Based System

1. Describe the typical precinct configuration, including the minimum floor space required for the system.
2. Describe the process for preparing the units for Election Day use.
  - a. How is the specific election information (including precinct designation) loaded onto the unit?
  - b. If a removable memory device (i.e., memory card, thumb drive) is utilized, describe safeguards in the event of power failure or device failure.
  - c. Is there any election related information stored directly on the unit, and if so, describe what information is stored.
  - d. Describe how logic and accuracy testing is performed.
3. Describe the procedures poll workers will follow to open and close the polls.
4. Describe the power requirements for making electrical connections at the polling place and features of the voting device to include battery backup, etc. Describe any power considerations that are needed at the polling place.
5. Describe the size, weight, and setup for your proposed precinct-based solution.
6. Describe the physical storage requirements for your proposed solution. This should include any associated equipment, including how many can be stacked, any means by which the equipment is protected from damage, what power is required for storage, the practical temperature limits the system can withstand and any other limitations.
7. Describe the procedure for transferring precinct vote totals to the election database.
8. Describe the pre-election and post-election reporting features.
9. Describe the features and capacity of the ballot box.
  - a. How many ballots can fit in the ballot box based upon the size of the ballot being used?
  - b. How many compartments?
  - c. Can the precinct scanner be used to scan ballots without being seated on the ballot box?
10. Describe the size and style of any ballot produced using the accessible voting device and the printer hardware needed. Also include if the ballot produced is in a different format than ballots produced for all other voters.
11. Describe how the voter votes using the accessibility feature of your proposed system.
  - a. How is the ballot accessed by the voter? Is it pre-loaded on the unit or does it require a voter access card?
  - b. If the ballot is accessed using a voter access card, describe how the access cards are programmed.
  - c. How are the voter's selections presented to the voter before casting the ballot?

12. For ballots printed by the precinct-based solution, describe the type, weight and size of the paper used to print ballots, including any specialized paper requirements?
13. Does the scanner and/or accessible voting device require any specialized ink to print precinct reports and/or ballots? Describe the type of ink and/or ink cartridges required.

**Central Scanning (Regional Offices)**

1. Describe the features of the scanner:
  - a. Is it a specialized scanner or COTS scanner?
  - b. How many ballots a minute does the scanner scan?
  - c. How many ballots can be stacked into the feed tray?
  - d. What is the maximum paper length the scanner supports?
  - e. What is the power requirement?
  - f. Does it have a visual display of the numeric count of the ballots scanned and can that count be cleared after each batch of ballots?
  - g. Are there any special features that assist the user in determining if a ballot wasn't scanned and if so, which ballot?
2. Describe the typical configuration, including the minimum amount of floor space needed for the proposed solution for scanning absentee/early/questioned ballots at the Regional/Satellite Offices.
3. When scanning absentee/early/questioned ballots, DOE batches and counts the ballots by house district and type of count (i.e., full count, statewide only, statewide/senate, etc.). After each batch is counted, describe the process users will follow to obtain the election results for each individual batch.

### ATTACHMENT 3 PROPOSAL COST SHEET

Proposals must include an itemized list of all costs associated with contract performance and include a total fixed price for the entire Ballot Tabulation System. The total fixed price must include all direct and indirect costs, hardware, software, licenses, maintenance, support, installation, training, project management and any additional miscellaneous expenses associated with contract performance.

Proposals received that do not include a total fixed cost for the entire system and associated costs shall be considered nonresponsive and shall not be evaluated.

#### **Item #1 – Ballot Tabulation System Software**

Total Initial Cost: \$ \_\_\_\_\_  
(attach list of software included in cost proposal)

Licensing first 2 years: \$ \_\_\_\_\_

Licensing year 3: \$ \_\_\_\_\_

Licensing year 4: \$ \_\_\_\_\_

Licensing year 5: \$ \_\_\_\_\_

#### **Item #2 – Director’s Office “Host” Site and Regional/Satellite Office Hardware**

(servers, scanners, printers and any additional items required for system as outlined in Scope of Work)

Hardware: \$ \_\_\_\_\_  
(attach list of all hardware, including quantity, included in cost proposal)

Warranty/maintenance first 2 years: \$ \_\_\_\_\_

Warranty/maintenance year 3: \$ \_\_\_\_\_

Warranty/maintenance year 4: \$ \_\_\_\_\_

Warranty/maintenance year 5: \$ \_\_\_\_\_

Itemized list of all additional costs:

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_



**Item #3 – Precinct-Based Voting and Ballot Counting Solution**

(attach list of all hardware/software included in cost proposal that is needed for both precinct-based ballot counting and HAVA compliant accessible voting)

Hardware Cost: \$\_\_\_\_\_ per unit x 304 \$ \_\_\_\_\_

Software Cost: \$\_\_\_\_\_ per unit x 304 \$ \_\_\_\_\_

Licensing: \$\_\_\_\_\_ per unit x 304 \$ \_\_\_\_\_

Itemized list of all additional costs:

\_\_\_\_\_ \$\_\_\_\_\_ per unit x 304 \$ \_\_\_\_\_  
\_\_\_\_\_ \$\_\_\_\_\_ per unit x 304 \$ \_\_\_\_\_  
\_\_\_\_\_ \$\_\_\_\_\_ per unit x 304 \$ \_\_\_\_\_  
\_\_\_\_\_ \$\_\_\_\_\_ per unit x 304 \$ \_\_\_\_\_  
\_\_\_\_\_ \$\_\_\_\_\_ per unit x 304 \$ \_\_\_\_\_

**Item #4 – HAVA Compliant Accessible Voting Solution**

(attach list of all hardware/software included in cost proposal that is needed for HAVA compliant accessible voting at 137 hand-count precincts and 5 early vote locations)

Hardware Cost: \$\_\_\_\_\_ per unit x 142 \$ \_\_\_\_\_

Software Cost: \$\_\_\_\_\_ per unit x 142 \$ \_\_\_\_\_

Licensing: \$\_\_\_\_\_ per unit x 142 \$ \_\_\_\_\_

Itemized list of all additional costs:

\_\_\_\_\_ \$\_\_\_\_\_ per unit x 142 \$ \_\_\_\_\_  
\_\_\_\_\_ \$\_\_\_\_\_ per unit x 142 \$ \_\_\_\_\_  
\_\_\_\_\_ \$\_\_\_\_\_ per unit x 142 \$ \_\_\_\_\_  
\_\_\_\_\_ \$\_\_\_\_\_ per unit x 142 \$ \_\_\_\_\_  
\_\_\_\_\_ \$\_\_\_\_\_ per unit x 142 \$ \_\_\_\_\_

**Item #5 – Project Management, Installation and Training**

Project Management:

\$ \_\_\_\_\_

Training:

\$ \_\_\_\_\_

Installation:

\$ \_\_\_\_\_

Itemized list of all additional costs:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**TOTAL FIXED PROPOSAL COST**

\$ \_\_\_\_\_

\_\_\_\_\_  
Printed name of Authorized Representative:

\_\_\_\_\_  
Signature of Authorized Representative:

\_\_\_\_\_  
Dated:

**OPTIONAL ITEMS AND RELATED COST**

**IMPORTANT NOTICE:** As a value-added option, offerors are encouraged to include all costs associated with Items #1-#3 listed below. Providing this information is optional. The information and cost will NOT be considered during the evaluation process and will be used for information purposes only.

**Item #1 – Lease Option**

Offerors should include a separate cost sheet for leasing the hardware associated with the precinct based voting and ballot counting solution and the HAVA compliant accessible voting solution. If offerors are interested in providing a lease option, include the terms associated with the lease agreement.

**Item #2 – Ballot-on-Demand**

(attach list of all hardware/software included in cost proposal)

Hardware Cost: \$ \_\_\_\_\_ per unit x 5 \$ \_\_\_\_\_

Software Cost: \$ \_\_\_\_\_ per unit x 5 \$ \_\_\_\_\_

Licensing: \$ \_\_\_\_\_ per unit x 5 \$ \_\_\_\_\_

Itemized list of all additional costs:

\_\_\_\_\_ \$ \_\_\_\_\_ per unit x 5 \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ per unit x 5 \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ per unit x 5 \$ \_\_\_\_\_

**Item #3 – Precinct Equipment Shipping Cases**

Hardware Cost: \$ \_\_\_\_\_ per unit x 150 \$ \_\_\_\_\_

Itemized list of all additional costs:

\_\_\_\_\_ \$ \_\_\_\_\_ per unit x 150 \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ per unit x 150 \$ \_\_\_\_\_

\_\_\_\_\_  
Printed name of Authorized Representative:

\_\_\_\_\_  
Signature of Authorized Representative:

\_\_\_\_\_  
Date:

## ATTACHMENT #4 Proposal Evaluation Form

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Offeror Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

RFP Number: **RFP #190000050**

### EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS **100**

Proposals will be evaluated against the questions set out below:

#### 5.01 Understanding and Technical Solution for the Project (20%)

1. How well has the offeror demonstrated a thorough understanding of the organization of the Division of Elections, including the roles between the Director’s office and the regional offices and proposed a solution that addresses the various roles between the Director’s office and Regional offices as well as the unique logistical challenges with implementing a ballot tabulation system in Alaska?

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. How well does the offeror’s proposed solution address the various ballot counting methods, including how results are reported and is the proposed solution architected to address the variations used in Alaska to count and report results?

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. How well does the proposal describe the total overall system architecture, at the Director’s office and Regional offices and demonstrate that the system has the ability to meet the requirements set out in this RFP and outline in Attachment 1?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. How well does the proposal describe the offeror’s solution for precinct-based ballot tabulation as well as central scanning for absentee/questioned and early vote ballots, including scanning and reporting results for partial count ballots (i.e., Statewide only, Statewide/Senate, Statewide/Senate/Judicial etc.) and does it appear the proposed solution can adequately meet the ballot tabulation needs of the State of Alaska?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Did the offeror provide reasonable detail/recommendation on how the precinct-based equipment could be shipped to rural precincts (shipping boxes/containers/cases) during the elections?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. For storage at the regional offices, is the precinct-based equipment in the proposed solution portable enough to move easily between rooms when preparing for an election?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Does the proposal clearly identify the EAC certification status of the proposed solution and which version of the VVSG the system is certified under?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. How well does the proposal outline the security features of the proposed system, including security of results transmissions, user security authentication and access controls?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 5.01:** \_\_\_\_\_

**5.02 Methodology Used for the Project (5%)**

9. How well has the offeror described a project schedule and does the schedule depict a reasonable time frame for the project from start to finish?

NOTE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. How well does the proposal describe the offeror's proposed testing strategy and has the offeror provided sample test scripts that depict a logical approach to the various tests outlined in the RFP?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. How well does the proposal describe the training approach and does it appear that the proposed training provide staff with a clear understanding of how to operate and maintain both hardware and software used in the proposed solution?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 5.02:** \_\_\_\_\_

**5.03 Management Plan and Experience for the Project (5%)**

12. How well does the proposal demonstrate that the offeror has the experience and qualifications necessary to complete the requirements of this RFP and deliver a solution on time?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. How well does the proposal outline the organization of the project team and does it appear that the offeror has experienced personnel resources in place for successful completion of the project on time?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Does the proposal demonstrate that the offeror has the ability to provide adequate support for its solution and products after the contract is complete?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 5.03:** \_\_\_\_\_

**5.04 Solution Demonstration (35%)**

15. How well did the demonstration give a clear understanding of the proposed solution, including the software and hardware components?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. How well did the demonstration show that the proposed solution can meet the functional requirements in Attachment 1 and meet Alaska's ballot counting needs and processes?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. How well did the demonstration show that the proposed solution offers efficient, high-speed scanning at the regional offices for absentee/questioned/early vote ballots?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. How well did the offeror demonstrate the proposed solution can efficiently process and report results for partial count ballots?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. How well did the demonstration show that the proposed solution can produce ballots at the house district level for tabulation of absentee/questioned/early vote ballots.

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. How well did the demonstration show that 2 precincts in the same house district can share precinct-based equipment and results tabulated to the correct precinct?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



21. How well did the demonstration show that the proposed solution includes an efficient process for manual entry of election results from hand-count precincts?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. Does the proposed precinct-based solution appear to be user friendly and compact enough for elderly poll workers to manage, including the ability to easily setup and takedown the equipment at the polling place?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

23. Will the proposed precinct-based solution be reasonably transported, be capable of withstanding transport conditions without incurring damage and be able to be shipped to rural precincts using USPS as a shipping method?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. How well did the demonstration show that the proposed precinct-based solution will meet the language accessibility needs for Alaska and allow for designating which languages to apply to individual precincts, without requiring an “all or none” for language accessibility?

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EVALUATOR'S POINT TOTAL FOR 5.04:** \_\_\_\_\_

### 5.05 Contract Cost (25%)

Overall, a minimum of 25% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 6.12.

#### Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 3.15.

**EVALUATOR'S POINT TOTAL FOR 5.05:** \_\_\_\_\_

### 5.06 Alaska Offeror Preference (10%)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10% of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

**EVALUATOR'S POINT TOTAL FOR 5.06:** \_\_\_\_\_

**EVALUATOR'S COMBINED POINT TOTAL FOR ALL EVALUATED SECTIONS:** \_\_\_\_\_

## ATTACHMENT #5 PROPOSAL CHECKLIST

**Important Notice:** Offeror's must sign and submit this Proposal Checklist with their proposal in order for their proposal to be considered. Signature on the checklist indicates that you have read the RFP requirements and submitted all requested information as set out in the RFP. Completion of this form does not guarantee a responsive proposal.

**General Requirements**

- Register with the Procurement Officer – RFP Cover Page
- Submit all copies of proposal by the required deadline – Section 1.01
- Minimum Prior Experience Requirements – Sections 1.04
- Proposal Required Review – Section 1.08
- Offeror's Proposal Certification – Section 1.08 a & b
- Conflict of Interest Statement – Section 1.08 d, if applicable
- Comply with Insurance Requirements – Section 3.19
- Subcontractor Information – Section 3.10, if applicable
- Application of Preference Affidavit – Section 6.11
- 5% Alaska Bidder Preference Affidavit – Section 6.12
- Comply with state's Standard Contract Provisions – Section 7.01

**Proposal Format and Content – Section 4**

- Introduction
- Understanding and Technical Solution for the Project
- Methodology Used for the Project
- Management Plan for the Project
- Experience & Qualifications
- Demonstration
- Cost Proposal

**Proposal meets all additional RFP requirements and has submitted all required information as set out in the RFP.**

### OFFEROR'S CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

**ATTACHMENT #6  
 NOTICE OF INTENT TO AWARD CONTRACT**



Office of the Lieutenant Governor  
 Division of Elections  
 C/O Office of the Governor  
 240 Main Street, Suite 300  
 P.O. Box 110001  
 Juneau, Alaska 99801-0001

**THIS IS NOT AN ORDER**

**DATE ISSUED:** \_\_\_\_\_

**RFP NO.:** 190000050

**RFP ISSUE DATE:** March 18, 2019

**RFP SUBJECT:** Statewide Voting and Ballot Tabulation System

**PROCUREMENT OFFICER:** Dottie Whitehead **SIGNATURE:** \_\_\_\_\_

This is notice of the state's intent to award a contract. The figures shown here are a tabulation of the offers received with the apparent low bidder(s) indicated. A bidder who wishes to protest this Notice of Intent must file the protest within ten calendar days following the date this notice is issued. If the tenth day falls on a weekend or holiday, the last day of the protest period is the first working day following the tenth day. **Bidders, identified here as the apparent low responsive bidders, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Contracting Officer.** A company or person who proceeds prior to receiving a Purchase Order, Contract Award, or other form of notice of Award does so without a contract and at their own risk. AS 36.30.365.

ITEM NO.	PRICE	AWARD	COMMENTS	RESPONSIVE YES/NO/?	BIDDER

- LEGEND: @ -- AWARD TO BIDDER  
 Y -- RESPONSIVE BID  
 N -- NON-RESPONSIVE BID  
 ? -- BID NOT EVALUATED BECAUSE THERE WAS A LOWER RESPONSIVE BID

**SUMMARY**

**NOTES:**