

**FISCAL YEAR 2022-2024
HOUSE BILL 1 COUNTY CLERK ELECTION EQUIPMENT GRANT**

**AUTHORIZING RESOLUTION
COUNTY OF**

ADOPTION OF A RESOLUTION OF THE COUNTY FISCAL COURT
AUTHORIZING THE FILING OF A KENTUCKY HOUSE BILL (HB) 1 COUNTY CLERKS
ELECTION EQUIPMENT GRANT APPLICATION FOR UP TO IN HB 1
PROJECT FUNDS WITH THE DEPARTMENT FOR LOCAL GOVERNMENT (DLG);
AUTHORIZING AND DIRECTING THE COUNTY JUDGE/EXECUTIVE
TO EXECUTE ANY DOCUMENTS WHICH ARE DEEMED NECESSARY BY DLG TO
CARRY OUT THIS PROJECT; AND AUTHORIZING THE JUDGE/EXECUTIVE TO ACT
AS THE AUTHORIZED CORRESPONDENT FOR THIS PROJECT.

WHEREAS, County ("County") desires to purchase election equipment
approved by the State Board of Elections (SBE) on behalf of the residents
of County by supporting the HB 1 Project; and

WHEREAS, it is recognized that HB 1 monies available to the County for the
purposes stated herein, pursuant to 2022 Kentucky General Assembly HB 1 (Budget
Bill), impose certain obligations and responsibilities upon the County and will require
among other things:

- (1) Approval of a satisfactory application transmitted to SBE for approval;
and,
- (2) Other obligations of the County in connection with receiving the HB 1
grant of monies for the purposes stated herein;

NOW, THEREFORE, be it resolved this day of ,20 ,by
County Fiscal Court:

That a HB 1 County Clerk Election Equipment Grant Application on behalf of the County for
HB1 monies up to for Project. Project
shall be submitted to DLG; the County shall provide such additional information
and furnish such documentation as may be required, and the County Judge/
Executive shall act as the authorized correspondent for this Project.

Done this 13th day of February, 2023. Motion by Whitney Elliot Baxter and
seconded by Chuck Ellinger, members present voting unanimously in favor.

By: Linda Horton, Mayor

County Judge/Executive

ATTEST: Mackenzie Stock

By: Mackenzie Stock

Title: Deputy Council Clerk

KNOWiNK Quote and Terms

Date: 1/26/2022

KNOWiNK 2111 Olive Street Saint Louis, MO 63103

Jurisdiction: Fayette County, KY

Contact: Gilda Walters

Email: gwalters@fayettedcountyclerk.com

Poll Pad Subscription Purchase Quote and Terms:

*Pricing guaranteed for 60 days from date of quote. Based on your stated requirements, we propose the following:

Item	Recommended Hardware/Software	Estimated Quantity	Unit Price	Total Amount
1	Poll Pad Units <i>Includes: iPad 64gb Cellular, Charger, Transport Case, Metal Flip Stand, Printer, 18" cord, Stylus, 1st Year Software License, MDM Enrollment and Basic Poll Pad Manager</i>	385	\$1,735.00	\$667,975.00
2	Set Up and Delivery	385	\$20.00	\$7,700.00
3	ePulse 1st Year Connectivity Fee	1	Waived	Waived
Total Year (1) One Poll Pad Package Estimated Cost:				\$675,675.00

Annual Software License and Maintenance

4	Year 2 Annual Software License, MDM & Maintenance	385	\$135.00	\$51,975.00
5	Year 2 ePulse Annual Fee (24/7 Connectivity)	1	\$200.00	\$200.00
6	Year 3 Annual Software License, MDM & Maintenance	385	\$135.00	\$51,975.00
7	Year 3 ePulse Annual Fee (24/7 Connectivity)	1	\$200.00	\$200.00

Yearly/Per Election Data Charges

8	Verizon Wireless Data Activation Fee - Per Election	385	\$30.00	\$11,550.00
9	Verizon Wireless Data Activation Fee - Yearly	385	\$15.00	\$5,775.00

***Optional Equipment Warranty**

10	KNOWiNK Care (iPad only)	385	\$45.00	\$17,325.00
11	KNOWiNK Care (all Hardware)	385	\$75.00	\$28,875.00
12	Star Micronics Receipt Paper - Additional (Case of 50 rolls)	1	\$125.00	\$125.00
13	WebEx Training (Train the Trainer ONLY)		Waived	

Terms of Subscription

Subject to acceptance of the Master Software License & Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting includes required VR Extract and digital e-Roster.

Linda Gorton

Signature (Customer)

Linda Gorton, Mayor

Print Name & Title (Customer)

2/13/2023

Date

Signature (Customer)

Print Name & Title (Customer)

Date



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2300000787

Effective Date: 01/25/2023

Record Date: 01/25/2023

Expiration Date: 01/24/2024

Procurement Folder: 969583

Document Description: e-Poll Book System

Procurement Type: Computer Equipment or Software

Cited Authority: Competitive Negotiations-Computer Goods

Version Number: 1

CONTACT INFORMATION

ISSUER:

Susan Noland
502-564-5951
Susan.Noland@ky.gov

VENDOR INFORMATION

Name /Address:

KS0016273: KNOWiNK LLC
DBA: KNOWiNK
2111 Olive St.

Contact:

Kevin Schott
3149141345

St. Louis MO 63103

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000	EA	\$1,735.000000	\$0.00			\$0.00

Electronic Poll Books - PollPad Package KY

Extended Description:

ePoll Book - PollPad Package KY-Cellular

Poll Pad Not to Exceed Rates:

Software License \$650.00

iPad 9th Gen Cellular 64 GB \$430.00

Flip Stand \$135.00

Transport Case 920 \$135.00

Stylus (2) \$5.00

Shipping \$5.00

Receipt Printer \$375.00

Items can be purchased separately.

RFP 758 2300000128

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000	HOUR	\$200.000000	\$0.00			\$0.00

ePoll Book Services

Extended Description:

ePoll Book Services

Services - to include but not limited to configuration, implementation, installation, maintenance, training, etc.

Fully Loaded Not To Exceed Hourly Rate per KNOWiNK Personnel

RFP 758 2300000128

ATTACHMENT A

CONTRACT

FOR

**Kentucky State Board of Elections
Electronic Poll Book Systems**

BETWEEN

THE COMMONWEALTH OF KENTUCKY

**The Finance and Administration Cabinet
On Behalf of
Kentucky State Board of Elections**

AND

KNOWiNK LLC

MA 758 2300000787

VENDOR CONTACT INFORMATION:

**KNOWiNK LLC
Kevin Schott, CFO
2111 Olive Street
St. Louis, MO 63101
Phone: (855) 765-5723
kevin@knowink.com**

**PROGRAMMATIC QUESTIONS/ISSUES MUST BE DIRECTED TO THE AGENCY
CONTACT(S).**

AGENCY CONTACT INFORMATION:

**Name: Karen Sellers, Executive Director
Email: Karen.Sellers@ky.gov
Phone: (502) 573-7100**

AGENCY PROCUREMENT CONTACT:

Name: Rachel Poynter
Email: Rachel.Poynter@ky.gov
Phone: (502) 573-7100

This Master Agreement (“Contract”, “Award” or “Agreement”) is entered into, by and between the Commonwealth of Kentucky, **State Board of Elections** (“the Commonwealth” or “Customer” or “SBE”) and **KNOWiNK LLC**, (“Contractor” or “Vendor” or “KNOWiNK”) as the Prime Vendor.

The Commonwealth and Contractor agree to the following:

I. Scope of Contract

This Contract is to provide the county governments of the Commonwealth with a secure Electronic Poll Book System that is accurate and user friendly. The proposed EPBS solution must be capable of being fully deployed and ready for use in the Primary Election on May 17, 2023. Vendors must be certified by January 1, 2023, to provide services for the E-Poll Book for the 2023 Election Cycle.

II. Terms and Conditions

SECTION 30 – COMMONWEALTH OFFICE OF TECHNOLOGY (COT) REQUIREMENTS

30.1 Hosting

If the vendor is proposing a cloud solution, the vendor shall propose a commercial Federal Risk and Authorization Management Program (FedRAMP) compliant or HITRUST Cloud platform. The proposed solution must accommodate the Commonwealth Office of Technology (COT) oversight that includes an isolated tenant, cloud network access (peering connection) and monitoring solutions.

30.2 Commonwealth Information Technology Policies and Standards

A. The vendor and any subcontractors shall be required to adhere to applicable Commonwealth policies and standards.

B. The Commonwealth posts changes to COT Standards and Policies on its Commonwealth Office of Technology - Home - Commonwealth Office of Technology (Kentucky) website. Vendors and subcontractors shall ensure their solution(s) shall work in concert with all posted changes. Vendors or subcontractors that cannot comply with changes must, within thirty (30) days

of the posted change, request written relief with the justification for such relief. The Commonwealth may 1) deny the request, 2) approve an exception to the policy / standard, or 3) consider scope changes to the contract to accommodate required changes. Vendors or subcontractors that do not provide the response within the thirty (30) day period shall be required to comply within ninety (90) days of the change.

30.3 Compliance with Kentucky Information Technology Standards (KITS)

- A. The Kentucky Information Technology Standards (KITS) reflect a set of principles for information, technology, applications, and organization. These standards provide guidelines, policies, directional statements and sets of standards for information technology. It defines, for the Commonwealth, functional and information needs so that technology choices can be made based on business objectives and service delivery. The vendor shall stay knowledgeable and shall provide a solution that works in concert with these standards for all related work. <https://technology.ky.gov/about-the-agency/Pages/kits.aspx>
- B. The vendor and any subcontractors may be required to submit a technology roadmap for any offered solution. Additional roadmaps will be submitted upon request of the Commonwealth. The roadmap shall include, but is not limited to, planned, scheduled and projected product lifecycle dates and historical release/patch or maintenance dates for the technology. In addition, any guidance on projected release/revision/patch/maintenance schedules would be preferred.

30.4 Compliance with Commonwealth Security Standards

The software deployment and all vendor services shall abide by privacy and security standards as outlined in the Commonwealth's Enterprise Information Technology Policies.

Enterprise Security Policies

<https://technology.ky.gov/OCISO/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

Enterprise IT Policies

<https://technology.ky.gov/policies-and-procedures/Pages/policies.aspx>

30.5 Compliance with Industry Accepted Reporting Standards Based on Trust Service Principles and Criteria

The vendor must employ comprehensive risk and threat management controls based on defined industry standards for service organizations such as ISO AICPA TSP section 100, Trust Services Principles and Criteria. The vendor must annually assert compliance and engage a third party certification registrar to

examine such assertions and controls to provide a Report, such as ISO 9000, ISO 14001, AT101 SOC 2 type 2, on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, and Privacy, which contains an opinion on whether the operating controls effectively support the assertions. All such reports, including publicly available reports (i.e. AT 101 SOC 3) shall be made available to the Commonwealth for review.

30.6 System Vulnerability and Security Assessments

The Commonwealth reserves the right to conduct, in collaboration with the vendor, non-invasive vulnerability and security assessments of the software and infrastructure used to provide services prior to implementation and periodically thereafter. Upon completion of these assessments, the Commonwealth will communicate any findings to the vendor for action. Any cost relating to the alleviation of the findings will be the responsibility of the vendor. Mitigations will be subject to re-evaluation after completion. In cases where direct mitigation cannot be achieved, the vendor shall communicate this and work closely with the Commonwealth to identify acceptable compensating controls that will reduce risk to an acceptable and agreed upon level. An accredited third party source may be selected by the vendor to address findings, provided they will acknowledge all cost and provide valid documentation of mitigation strategies in an agreed upon timeframe.

30.7 Privacy Assessments

The Commonwealth reserves the right to conduct Privacy assessments of the collection, use, maintenance and sharing of Commonwealth data by any vendor services, software, and infrastructure used to provide services prior to implementation and periodically thereafter. Upon completion of this assessment, the Commonwealth will communicate any findings to the vendor for action. Any cost relating to the alleviation of the findings will be the responsibility of the vendor. Mitigations will be subject to re-evaluation after completion. In cases where direct mitigation cannot be achieved, the vendor shall communicate this and work closely with the Commonwealth to identify acceptable compensating controls or privacy practices that will reduce risk to an acceptable and agreed upon level. An accredited third-party source may be selected by the vendor to address findings, provided they will acknowledge all cost and provide valid documentation of mitigation strategies in an agreed upon timeframe.

30.8 Privacy, Confidentiality and Ownership of Information

The Commonwealth is the designated owner of all Commonwealth data and shall approve all access to that data. The Vendor shall not have ownership of Commonwealth data at any time. The vendor shall not profit from or share Commonwealth data. The Vendor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy notice statements may be developed and amended from time to time by the

Commonwealth and will be appropriately displayed on the Commonwealth portal (Ky.gov). The Vendor should provide sufficient security to protect the Commonwealth and COT data in network transit, storage, and cache. **All Commonwealth data, including backups and archives, must be maintained at all times within the contiguous United States. All Commonwealth data, classified as sensitive or higher, as defined in Enterprise Standards, must be encrypted in-transit from Contractor's network and at rest while stored on Contractor's laptops or other portable media devices.**

30.9 **EU GDPR Compliance**

The Commonwealth of Kentucky requires all vendor contracts to comply to the extent applicable with the European Union's General Data Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR") when the Commonwealth is a "controller" or "processor" of "personal data" from an individual "data subject" located in the European Union, as those terms are defined in the GDPR. The Contractor acknowledges and agrees that it is acting as a "processor" of "personal data" for the Commonwealth under this Agreement and that all applicable requirements of the GDPR are incorporated by reference as material terms of this Agreement. The Contractor represents and warrants that (1) it is aware of and understands its compliance obligations as a "processor" under GDPR; (2) it has adopted a GDPR compliant data privacy compliance policy/program, a summary of which has been provided to the Commonwealth; (3) it will process "personal data" only in accordance with the Commonwealth's instructions; and (4) with regard to its obligations under this Agreement, it shall comply with all applicable requirements of the GDPR. Additionally, the Contractor may be found liable to the Commonwealth for damages arising from any violation of applicable requirements of GDPR by the Contractor in its performance of the services hereunder, subject to Section 40.31, entitled Contractor's Limitation of Liability.

30.10 **X-as-a-Service Technical Definitions**

Refer to NIST 800-145

30.11 **Data Quality**

Vendors shall provide proposed levels of data quality per the following dimensions.

Data Quality is the degree to which data is valid, accurate, complete, unique, timely, consistent with all requirements and business rules, and relevant for a given use. The vendor shall provide data quality definitions and metrics for any data elements. Data has to be of the appropriate quality to address the needs of the Commonwealth of Kentucky. The following dimensions can be used to assess data quality:

- Validity – The data values are in an acceptable format.

- Accuracy – The data attribute is accurate.
- Completeness – There are no null values in a data field.
- Uniqueness – There are no duplicate values in a data field.
- Timeliness – The data attribute represents information that is not out-of-date.
- Consistency – The data attribute is consistent with a business rule that may be based on that attribute itself, or on multiple attributes.
- Adherence to business rules – The data attribute or a combination of data attributes adheres to specified business rules.

30.12 Metadata Requirement

The awarded Vendor shall provide a glossary for all business terms used in this solution.

30.13 System Security Compliance Requirements

A. Session Security Lock

Vendor shall configure:

1. The system to initiate a session lock after a maximum of fifteen (15) minutes of inactivity.
2. The system session will remain locked until the user re-established identification and authentication procedures.

B. Session Pattern-Hiding Displays

Vendor shall configure system to conceal information previously visible on the display with a publicly viewable image or blank screen. When a session locks or times out, the system shall obfuscate or blank out the displayed screen and data at the time of the session lock as to not risk exposure after the session lock.

C. Session Termination

Vendor shall configure system to terminate a user session automatically after defined conditions trigger events requiring session disconnect. Conditions or trigger events requiring automatic session termination include, but are not limited to:

1. Agency-defined periods of user inactivity,
2. Targeted responses to certain types of incidents, or
3. Time-of-day restrictions on information system use.

30.14 Software Development

Source code for software developed or modified by the vendor specifically for the Commonwealth shall become property of the Commonwealth. This is not meant to include minor modifications to the vendor software to configure the software for Commonwealth use. This is meant to include software written to add functionality to the vendor product specifically to meet the requirements of the

Commonwealth where the Commonwealth bears the entire cost of creating that functionality.

30.15 License Agreements

Software provided by the vendor to the Commonwealth should contain a provision for perpetual licensing with all upgrade options. License agreements should also contain a provision for the Commonwealth to maintain a version of the software in escrow in the event the vendor is unable to continue business for financial or other business reasons.

Any escrow agreement shall be negotiated by all parties.

Any third-party software licenses and cloud resources necessary for the proposed solution may be procured via the Commonwealth's existing contracts.

30.16 Software Version Requirements

All commercially supported and Commonwealth approved software components such as Operating system (OS), Database software, Application software, Web Server software, Middle Tier software, and other ancillary software must be kept current. In the event that a patch interferes with the solution, the vendor must present a plan for compliance to the Commonwealth outlining the constraints and an appropriate plan of action to bring the solution in to compliance to allow this patch to be applied in the shortest timeframe possible, not to exceed three months, unless otherwise negotiated with the Commonwealth.

The Vendors shall keep software in compliance with industry standards to support third party products such as Java, Microsoft Edge, Mozilla Firefox, etc. at latest supported version, release, and patch levels, when such dependencies exist. In the event that a third party dependency interferes with the solution, the vendor must present a plan for compliance to the Commonwealth outlining the constraints and an appropriate plan of action to bring the solution into compliance to allow this third party dependency to be updated in the shortest timeframe possible, not to exceed three months, unless otherwise negotiated with the Commonwealth.

30.17 No Surreptitious Code Warranty

The contractor represents and warrants that no copy of licensed Software provided to the Commonwealth contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this contract as the "No Surreptitious Code Warranty".

As used in this contract, "Self-Help Code" means any back door, time bomb, drop-dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a

person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access) for purposes of maintenance or technical support.

As used in this contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

In addition, contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the Commonwealth.

The vendor shall defend the Commonwealth against any claim, and indemnify the Commonwealth against any loss or expense arising out of any breach of the No Surreptitious Code Warranty.

30.18 Network Connection Requirements

- A. Vendor shall work with COT to establish any network connections. If a secure site-to-site connection is required, the vendor shall employ a secure site-to-site connection procured by the Agency from COT.
- B. Vendor shall notify COT of network bandwidth requirements and if caching is required for implementation vendor shall resolve caching requirements, in coordination with COT.
- C. Vendor shall, at COT's discretion, provide appropriate access to enable the Commonwealth to perform additional security measures, such as decryption of the network traffic if required for inspection. If the proposed solution does not have the ability to meet this requirement, the vendor must provide an alternative such as audit reporting of this function.
- D. Vendor shall provide notifications to the Commonwealth Service Desk for unplanned outages within 5 minutes.
- E. Vendor shall notify COT Change Management, through the Commonwealth Services Desk, a minimum of two (2) business days prior to any planned outage.
- F. Vendor, in conjunction with the agency, shall provide a Business Impact Assessment (BIA) to appropriately classify all data before production/go-live.

- G. Vendor shall include a Web Application Firewall when application houses any data classified as sensitive or higher as defined in KITS standards.
- H. Vendor shall provide Recovery Time Objective (RTO) and Recovery Point Objective (RPO) services. Vendor shall provide those services to achieve those SLAs.

30.19 OS Requirements

A. Non-On Prem Solutions

- 1. No Commonwealth data shall be co-mingled with another entity, without the prior approval of the Commonwealth.
- 2. Vendor shall provide a solution to move data to the Commonwealth, if required by the Commonwealth.
 - a. At the end of the contract, the Vendor shall provide all agency data in a useable standard data format (such as ascii, csv, etc.) that can be converted to a subsequent system. The Vendor shall cooperate to this end with the Agency and/or a Vendor of the agency's choice, in a timely and efficient manner.
 - b. Vendor shall provide all agency data in a form that can be converted to any subsequent system of the agency's choice. The vendor shall cooperate to this end with the vendor of the agency's choice, in a timely and efficient manner.
 - c. Vendor shall provide address the destruction of Commonwealth data as defined in CIO-092 and provide a certification of the complete and permanent deletion the Commonwealth data.

B. Infrastructure As A Service

- 1. Vendor shall work with the Agency and COT to establish all administrative personnel engagements.
- 2. All virtual environments must run on VMC (VMWare Cloud) with OS version compliant with KITS, unless explicitly approved by COT.
- 3. VMC shall provide an enterprise class malicious code protective solution that is currently supported by the vendor and up to date
- 4. Vendor shall meet certification requirements for classification of data being stored.
- 5. Vendor shall, at COT's request, provide appropriate access to enable the Commonwealth to perform additional security measures in compliance with Commonwealth Enterprise Policies, Standards, and/or any Federal or State requirements.
- 6. Vendor shall provide an Exit Strategy, to move all data to the Commonwealth Data Center, if required by the Commonwealth.
 - a. At the end of the contract, the Vendor shall provide all agency data in a form that can be converted to any subsequent system of the agency's

choice. The Vendor shall cooperate to this end with the Vendor of the agency's choice, in a timely and efficient manner.

- b. Vendor shall provide certification of the complete and permanent deletion of Commonwealth data and backups from all vendor storage.

30.20 **Project Governance**

Vendor shall work with the Agency and appropriate COT offices, when needed, in the cases of data governance, security aspects, hosting, integration, etc., provided that such work does not expand the scope of the services as described in Section 50 absent a corresponding change order agreed to by the parties reflecting such expansion.

30.21 **Monitoring Requirements for On Premise and Cloud (SaaS)**

Vendor shall work with the Agency and COT to establish a monitoring solution. Vendors shall provide a view into their environment either by providing a COT approved comprehensive dashboard or allow COT to install their KITS compliant monitoring solution; to include but not limited to performance and availability.

30.22 **Application and Service Requirements**

A. Current Enterprise Applications and Services

1. COT provides a number of Enterprise Shared Services to State agencies. Vendor shall use published IT Applications and Services provided on KITS for: Enterprise Service Bus, Enterprise Content Management, Data Warehousing, Data Analytics and Reporting, Business Intelligence, Web Services, GIS, unless explicitly approved by COT.
2. Vendor provided dedicated application components (i.e., Application Servers, Databases, etc.) shall comply with KITS or if the technology is not included in KITS, the technology must be accepted by the Commonwealth for inclusion in KITS or granted a written exception to KITS according to COT Information Technology Standards Policy currently CIO-051.
3. Vendor applications must describe in detail all available features and functionality accessible via APIs.
4. All business applications must support the ability to use modern authentication for authentication and authorization. Modern authentication technologies would include SAML 2.0, WSFED, OAuth, or OpenID Connect.

- B. Vendor shall comply with Commonwealth of Kentucky fingerprint requirements for PII/FTI/HIPAA data systems hosted outside Central Data Center. The current standard is included in the IRS publication 1075 which can be found here: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>

30.23 **Project Management Requirements**

The COT Division of Governance and Strategy (COT-DGS) is responsible for overseeing large and complex technology projects throughout the Commonwealth. The vendor shall adhere to Project Management standards and reporting requirements established by COT-DGS, which are posted at <https://technology.ky.gov/services-and-support/Pages/About-the-Project-Management-Branch.aspx>. These include, but are not limited to, having a documented project schedule, risk management, issue management and reporting project status to the CIO monthly in the format defined by COT-DGS. In addition to the project management standards required by COT-DGS, agency specific requirements may be defined in Section 50 of this RFP.

30.24 **Applicable Security Control Framework Compliance**

The vendor must have an awareness and understanding of the NIST Special Publication 800-53 Security Control Framework and employ safeguards that meet or exceed the moderate level controls as defined within the standard. The respondent must provide sufficient safeguards to provide reasonable protections around the Commonwealth's data to ensure that the confidentiality, integrity, and availability is maintained at an appropriate level. These include but are not limited to:

- ***Access Control***
The vendor must employ policy and process that provide for stringent control to limit physical and logical access to systems that house Commonwealth data, on a need to know basis, provide clear separation of duties, and adheres to least privilege principles.
- ***Awareness and Training***
The vendor must provide the appropriate role specific training for staff to ensure that there is awareness and understanding of roles and responsibilities as they relate to the protections around the Commonwealth's data.
- ***Audit and Accountability***
There must be sufficient auditing capability to ensure that actions are tracked and there is individual accountability for all actions taken by vendor staff.
- ***Configuration Management***
The vendor must work within established baselines that provide minimal functionality needed to ensure service delivery without exposing unnecessary risk. The vendor must also employ structured change control processes that provide a level of coordination with the client agreed upon in a Service Level Agreement (SLA).
- ***Contingency Planning***
The vendor must employ contingent planning policy and procedures that ensure service delivery based on agreed SLA levels while maintaining all Commonwealth data within the continental United States.
- ***Identification and Authorization***

The vendor must employ appropriate identity and access management policies and procedures to ensure that access is appropriately authorized and managed at a level to ensure that access is provisioned and de-provisioned in a timely and efficient manner.

- ***Incident Response***
The vendor must employ policy and procedures to ensure that an appropriate response to all identified security incidents are addressed in a timely manner and are reported to the appropriate parties in an agreed upon SLA timeframe. The vendor must also ensure that all staff are sufficient trained to ensure that they can identify situations that are classified as security incidents.
- ***Maintenance***
The vendor must employ policy and procedures that ensure that all maintenance activities are conducted only by authorized maintenance staff leveraging only authorized maintenance tools.
- ***Media Protection***
The vendor must employ policy and procedure to ensure that sufficient protections exist to protect Commonwealth data on all storage media throughout the media lifecycle and maintain documentation from media creation through destruction.
- ***Physical and Environmental Controls***
The vendor must employ physical and environmental policies and procedures that ensure that the service and delivery infrastructure are located in a physically secure and environmentally protected environment to ensure the confidentiality, integrity, and availability of Commonwealth data.
- ***Personnel Security***
The vendor must employ policies and procedures to ensure that all staff that have access to systems that house, transmit, or process Commonwealth data have been appropriately vetted and have been through a background check at the time of hire and periodically thereafter.
- ***System and Communications Protections***
The vendor must employ physical and logical protection that protect system communications and communication media from unauthorized access and to ensure adequate physical protections from damage.

SECTION 40 – PROCUREMENT REQUIREMENTS

40.1 Procurement Requirements

Procurement requirements are listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <https://finance.ky.gov/eProcurement/Pages/procurement-laws-regulations-and->

[policies.aspx](#) and <https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx> respectively. The Vendor must comply with all applicable statutes, regulations and policies related to this procurement.

40.2 Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation RFP 758 2300000128, indicated by the issuance of a contract award by the Office of Procurement Services, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties;
3. Any Addenda to the Solicitation RFP 758 2300000128;
4. The Solicitation RFP 758 2300000128 and all attachments
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation RFP 758 2300000128;
7. The Contractor's proposal in response to the Solicitation RFP 758 2300000128.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

40.3 Final Agreement

This Contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

40.4 Contract Provisions

If any provision of this Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

40.5 Type of Contract

This Contract shall be on the basis of a **firm fixed unit price** for the elements listed.

40.6 Contract Usage

The contractual agreement with the Vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this

Contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

40.7 Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, by issuing a contract modification, to this Contract with the consent of the Vendor. Until such time as the Vendor receives a modification, the Vendor shall not accept delivery orders from any agency referencing such items or services.

40.8 Changes and Modifications to the Contract

Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in this Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment to the Contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

40.9 Changes in Scope

The Commonwealth may, at any time by written order, make changes within the general scope of this Contract. No changes in scope are to be conducted except at the approval of the Commonwealth.

40.10 Contract Conformance

If the Commonwealth Buyer determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon project plan, the Buyer may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

40.11 Assignment

This Contract shall not be assigned in whole or in part without the prior written consent of the Commonwealth Buyer.

40.12 Payment

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

40.13 Contractor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

40.14 Contractor Affiliation

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the contractor shall take any action that, if done by the contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

40.15 Commonwealth Property

The Contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for contractor's use in connections with the performance of this contract. The Contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

40.16 Confidentiality of Contract Terms

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

40.17 Confidential Information

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the Commonwealth has released in writing from being maintained in confidence;
- B. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected;
or
- C. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the contractor.

40.18 Advertising Award

The Contractor shall not refer to the award of contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky without the expressed written consent of the agency technical contact person. (see Section 50.4)

40.19 Patent or Copyright Infringement

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the contractor has knowledge.

The Commonwealth agrees to notify the Contractor promptly, in writing, of any such claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under this agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor without the Contractor's written consent.

The Contractor shall have no liability for any infringement based upon:

- A. the combination of such product or part with any other product or part not furnished to the Commonwealth by the Contractor
- B. the modification of such product or part unless such modification was made by the Contractor
- C. the use of such product or part in a manner for which it was not designed

40.20 Permits, Licenses, Taxes and Commonwealth Registration

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this Contract is performed.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. Additional local registration or license may be required.

The Contractor shall pay any sales, use, and personal property taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

40.21 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act.

<https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx>

Choose EEO Contract Compliance Forms

40.22 Provisions for Termination of the Contract

This Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

40.23 Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee (a) promptly cures all defaults under this Contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

40.24 Conformance with Commonwealth & Federal Laws/Regulations

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on this Contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

40.25 Accessibility

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

40.26 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any

books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

40.27 Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the Contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the Contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

40.28 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this Contract, excepting bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel this Contract without liability.

40.29 Intentionally Left Blank

40.30 Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

40.31 Limitation of Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

40.32 Discrimination

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies

only to contracts utilizing federal funds, in whole or in part. During the performance of this Contract, the contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part

and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

40.33 **Intentionally Left Blank**

40.34 **Intentionally Left Blank**

40.35 **Exception to Required Use of Contract**

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

SECTION 50 – SCOPE OF WORK

50.1 **Agencies to Be Served**

This Contract shall be for use on behalf of the 120 Kentucky County Government offices. **Each county must negotiate their own SOW and service agreement with the vendor based on terms and conditions of this Contract and that each county will be responsible for paying the vendor directly.** No shipments shall be made except upon receipt by vendor of an official delivery order from the using entity.

50.2 **Term of Contract and Renewal Options**

The initial term of the contract shall be for a period of **one (1) year** from the effective date of the Award of Contract.

This Contract may be renewed at the completion of the initial contract period for **five (5) additional one (1) year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification as described in Section 40.8.

At the end of the Contract, the vendor shall provide all agency data in a form that can be converted to any subsequent system of the agency's choice. The vendor shall cooperate to this end with the vendor of the agency's choice, in a timely and efficient manner.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the Contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

50.3 **Basis of Price Revisions**

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by this Contract shall remain firm for the contract period subject to the following:

- A. **Price Increases:** A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

- C. **Extended Contract Periods:** If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

50.4 Notices

All programmatic communications with regard to day-to-day performance under the contract are to be made to the agency technical contact(s):

Tom Watson
Senior Software Engineer
Kentucky State Board of Elections
140 Walnut Street
Frankfort, KY 40601
(502) 573-7100
Tom.Watson@ky.gov

All communications of a contractual or legal nature are to be made to the Commonwealth Buyer:

Susan S. Noland, KCPM
Assistant Director
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
200 Mero Street, 5th Floor
FRANKFORT KY 40622
(502) 564-5951
Susan.Noland@ky.gov

50.5 Subcontractors

The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

50.6 Scope of Work/Technical Requirements

The EPBS must have an official Certification through the Kentucky State Board of Elections.

A. The Kentucky State Board of Elections is requesting proposals for Electronic Poll Book Systems which shall include the following minimal functionality:

- Provide role-based user accounts.
- Provide for the automatic identification of a voter using a KY DL/ID barcode.
- Provide voter look-up by several search options and offer solutions if voter is not found in the individual precinct.
- Correctly identify and present the voter's ballot style.
- Permit a voter to check-in and electronically sign the roster.
- Provide for the capture and persistence of voter signatures.
- Provide specialized instructions depending upon the voter's status.
- Provide for all KY election types (General, Primary, and Special).
- Provide for all KY legislated voting periods (Absentee, Election Day, etc.)
- Provide running totals and summary information.
- Provide for ADA requirements wherever possible.

The proposal shall also provide procedures for maintenance and secure storage of devices to ensure integrity of the data.

Training of users shall be detailed and include a schedule, materials provided and follow-up/help desk availability to the county being provided for.

B. SECURITY

The proposal shall include assurances of compliance with all Federal and Kentucky State laws. There shall be security features enabled to protect sensitive and/or confidential information and to prevent unauthorized access. Other security options as requested and/or recommended:

1. Security Requirements shall include:

- a. All software, firmware, and hardware components used to deliver this solution shall be supported by the Original Equipment Manufacturer (OEM) of that particular software, firmware or hardware and all other technologies used shall be uncompromised and secure. All hardware, software, and firmware in this solution must be patched regularly at a frequency acceptable to State Board of Elections (SBE) at no additional cost to the Commonwealth.

- b. Access to all sensitive information (such as Personally Identifiable Information, PII, etc.) in this solution shall be restricted to support personnel based in the United States only.
- c. All data, including backups and archives, shall be maintained at all times within the contiguous United States.
- d. The Vendor shall notify SBE about all Security incidents and operational impacts within 1 hour of discovery.
- e. The Vendor shall have an up-to-date Disaster Recovery and Business Continuity Plan and must provide a copy of this information to SBE and the purchasing county.
- f. Mechanisms must be in place to ensure the integrity of any logs and/or databases retained and protect them from falsification, modification, or deletion. These logs must be in an industry standard format and facilities in place to permit review of the log data for incident identification and investigation.
- g. The solution must provide separation and containerization of Commonwealth data to ensure that data is within a secure logical boundary and not comingled with the data of other customers.
- h. The Vendor shall hold Cyber Insurance policies to cover the business liability.

C. PENALTIES

The Vendor shall create and maintain security controls and services listed under Section B.1. "Security Requirements" at all times. Failure to deliver any of the security controls and services, including services as listed under Section B.1. "Security Requirements," but not limited to that section, will result in a penalty, of \$10,000 per occurrence as a result of the Solution provider/Vendor, their tools, or technology. For violations of sections B, C, D, and G, the beginning of every 24 hour period of which a violation persists will be deemed to be a separate occurrence and will result in a separate penalty for each 24 hour period. The Commonwealth may also pursue consequential or liquidated damages.

D. REPORTING

At a minimum, the vendor shall furnish sales reports, electronically, to the SBE by the 15th of every month. The report will consist of a summary of installations by county and total cost, in an electronic format to be emailed to the SBE contact. The vendor shall work with SBE after award for the specified format.

III. Pricing

Item	Model#/Description	Unit Cost
epoll book - Not to exceed unit cost Can be purchased separately	PollPad Package KY – Cellular Poll Pad Software License \$650.00 iPad 9th Gen Cellular 64 GB \$430.00 Flip Stand \$135.00 Transport Case 920 \$135.00 Stylus (2) \$5.00 Shipping \$5.00 Receipt Printer \$375.00	\$1,735.00
Services - to include but not limited to configuration, implementation, installation, maintenance, training, etc. Per KNOWiNK personnel	Fully loaded "not-to-exceed" hourly rate for Services	\$200.00

IV. Approvals

This Contract is subject to the terms and conditions as stated. By executing this Contract, the parties verify that they are authorized to bind this agreement and that they accept the terms of this agreement.

This Contract may be executed electronically in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Contract.

This Contract is invalid until properly approved and executed by the Finance and Administration Cabinet.

1st Party: State Board of Elections, (“the Commonwealth” or “Customer” or “SBE”)

karen Sellers	Executive Director
_____	_____
Printed name	Title
DocuSigned by: karen Sellers	1/25/2023
_____	_____
Signature	Date

2nd Party: KNOWiNK LLC, (“Contractor” or “Vendor” or “KNOWiNK”)

Kevin Schott	CFO
_____	_____
Printed name	Title
Kevin Schott	1/25/2023
_____	_____
Signature	Date

**Approved by the Finance and Administration Cabinet
Office of Procurement Services**

Kathy Robinson	Executive Director
_____	_____
Printed name	Title
Signed by: Kathy Robinson	1/25/2023
_____	_____
Signature	Date

- Attachments:**
- ATTACHMENT A – This Document**
 - Revised ATTACHMENT B – Omitted Intentionally**
 - ATTACHMENT C – Omitted Intentionally**
 - ATTACHMENT D – Omitted Intentionally**

**ATTACHMENT E – The Protection of Personal Information Security and Breach
Investigation Procedures and Practice Act (KRS 61.931) IF APPLICABLE**
ATTACHMENT F – Omitted Intentionally
ATTACHMENT G – Omitted Intentionally
ATTACHMENT H – Omitted Intentionally
Exhibit A – KNOWiNK LLC – Kentucky State Board of Elections Certification

ATTACHMENT E

Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

Vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."

The vendor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall immediately notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Office of Procurement Services, the Commonwealth Office of Technology and the NG-KIH Program Office of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception.

The vendor hereby agrees that the Commonwealth may withhold payment(s) owed to the vendor for any violation of the Identity Theft Prevention Reporting Requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

Karen Sellers
Executive Director
karen.sellers@ky.gov



Richard House
Assistant Director
Richard.House@ky.gov

Taylor Brown
General Counsel
TaylorA.Brown@ky.gov

COMMONWEALTH OF KENTUCKY
STATE BOARD OF ELECTIONS

December 20, 2022

Mr. Mitch Milleville
Certification Manager
KNOW iNK, LLC
2111 Olive Street
St. Louis, MO 63103

RE: Examination of KNOW iNK Poll Pad E-poll Book Product

Dear Mr. Milleville:

The State Board of Elections and the Examiners of e-poll book products have examined the KNOW iNK Poll Pad e-poll book product pursuant to KRS 117.381(2)(a).

The State Board of Elections have now approved and certified KNOW iNK Poll Pad e-poll book product for use in the Commonwealth of Kentucky, as of the Board's December 20, 2022 meeting.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen Sellers".

Karen Sellers
Executive Director
State Board of Elections

140 WALNUT STREET
FRANKFORT, KY 40601-3240

The logo for the Commonwealth of Kentucky, featuring the word "Kentucky" in a stylized font with a horse head silhouette above it, and the motto "UNBROKEN SPIRIT" below. Below the logo is the text "AN EQUAL OPPORTUNITY EMPLOYER M/F/D" and the website "www.elect.ky.gov".
AN EQUAL OPPORTUNITY EMPLOYER M/F/D
www.elect.ky.gov

PHONE (502) 573-7100
FAX (502) 573-4369
OR (502) 696-1952