

**STATE OF ALABAMA**

**OFFICE OF THE SECRETARY OF STATE**



**Request for Proposal FY2020-01**

*State of Alabama*

*Computerized Statewide Voter Registration and  
Election Management System*

**Release Date:** Monday, May 11, 2020 Noon (Central Time)

**Response Due Date:** Monday, July 13, 2020 Noon (Central Time)

**Contact:** Clay S. Helms, Deputy Chief of Staff & Director of Elections  
(334) 353-7177 - Office  
[clay.helms@sos.alabama.gov](mailto:clay.helms@sos.alabama.gov)

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# Section I: GENERAL INFORMATION

## 1. Purpose and Information

Alabama Secretary of State John H. Merrill (hereinafter “Secretary of State”) solicits proposals from business entities offering the professional services of individuals who possess a high degree of specialized skill and knowledge in the comprehensive development and implementation of a vendor hosted secure Computerized Statewide Voter Registration and Election Management System (hereinafter referred to as “Voter Registration System” or “Computerized Statewide Voter Registration List” or “System” or “List”) that meets or exceeds the requirements, recommendations, and mandates of all state and federal laws, rules, and regulations. Specifically, the Voter Registration System must comply with Title 17 and applicable sections of Title 11, Code of Alabama 1975 and this Request for Proposal (hereinafter “RFP”). The Secretary of State has determined that the experience and professional qualifications of the service provider are particularly relevant to the provision of these services.

The current Agreement will expire December 18, 2021.

Further, this RFP is issued in accordance with the requirements of Code of Alabama 1975, §17-4-33 and without limitation. This RFP is not an offer to contract but seeks the submission of proposals from qualified, professional companies that may form the basis for negotiation of agreement(s) to provide the Voter Registration System.

The proposed solution shall serve as the official Voter Registration System used by the State of Alabama, by and through the Alabama Secretary of State’s Office, and all 67 of Alabama’s Counties. This RFP seeks to implement a uniform, interactive, platform structure that is utilized by the State of Alabama and each of the 67 counties’ Offices of the Board of Registrars and other authorized state and local election officials.

*The Secretary of State reserves the right to reject any or all proposals and to solicit additional proposals if that is determined to be in the best interests of the State of Alabama. The Secretary of State further reserves the right to amend this RFP in whole or in part without limitation. Any amendments to the RFP shall be made by written addendum and will be posted to the website of the Alabama Secretary of State.*

## **2. Issuing Office & Contact Information**

From the date of the issuance of this RFP until the selection of a Contractor for professional services, if any, is announced, all inquiries and questions concerning any aspect, component, or part of this RFP shall be directed to the point of contact below listed. Further, all proposals must be submitted in the format provided in Section II to:

**Clay S. Helms**

**Deputy Chief of Staff & Director of Elections**

Office of Secretary of State John H. Merrill

600 Dexter Avenue, Suite E-206

Montgomery, Alabama 36130

334-353-7177 – office

clay.helms@sos.alabama.gov – electronically

Any unauthorized contact will disqualify the vendor from further consideration.

## **3. Minimum Qualifications**

Each Respondent must have successfully implemented a similar solution(s) in Alabama, other states, or political subdivisions thereof. Written certification of these qualifications is required in the response. Each Respondent must employ individuals who possess a high degree of specialized skill and knowledge; as such experience is particularly relevant to the provision of the required services.

#### **4. Written Proposals**

To be considered, each Respondent must submit a complete written proposal in response to the requirements of this RFP. Verbal proposals will not be accepted. Proposals must be as thorough and detailed as possible so that the company's capabilities to provide the required services can be properly evaluated. Failure to comply with this requirement shall be a basis to reject the proposal.

#### **5. Due Date & Submission**

Proposals must be received by the Secretary of State's office on or before July 13, 2020 at Noon (Central Time). Respondents' proposals may be submitted electronically. Proposals received after the due date will not be considered. Respondents must specify, in writing and in the proposal, that the proposal will be valid for 180 days from the date of issuance by said Respondent.

It is the responsibility of the Respondent to ensure that its proposal is timely delivered and received in the proper office on or before the deadline for responding to this RFP. The Secretary of State will not consider proposals received after the date and time specified herein. The Secretary of State assumes no responsibility for late delivery by the U.S. Postal Service, the State's Central Mail Facility, a commercial courier service, or any other method of delivery selected by the Respondent. All proposals received by the Secretary of State will be subject to public disclosure in accordance with Alabama public records laws.

During the RFP process, neither the Secretary of State nor other employees of the Secretary of State's office should be contacted by any individual or company that intends to submit a response unless specified herein below:

1. Any questions concerning the RFP must be directed only to the Deputy Chief of Staff & Director of Elections.

2. If the individual or company already has an agreement with the Secretary of State, the individual or company may contact the appropriate member of the Secretary of State's office concerning that current agreement only.

The proposal must include a statement as to the period during which the proposal is valid. Respondent is responsible for any costs incurred in developing or submitting a proposal, or in presenting information to the Secretary of State.

The proposal must be signed by an official in the responding company who has the authority to bind the company.

## **6. Selection of Provider**

The Secretary of State will review and evaluate all proposals. After the review and evaluation of the proposals, the Advisory Proposal Evaluation Committee referenced in Section III of this RFP may recommend that the Secretary of State conduct in-person interviews and/or in-person demonstrations. Finalists chosen for interviews or demonstrations, if necessary, will be notified. The Secretary of State reserves the right to request a best and final offer from finalists. The Secretary of State will select the company the Secretary of State determines, in his sole discretion, to be fully qualified to provide highly specialized professional services and best suited among those submitted proposals to best meet the needs of the State of Alabama. Be advised that the awarded selection will be to the lowest responsible respondent meeting specifications. It is not the policy of the Secretary of State to purchase/enter upon a contract based solely on the price. Quality, conformity with specifications, terms of delivery, past service, and experience are among many of the factors that may be considered in determining the responsible respondent.

*All proposals received in response to this RFP may be rejected and the Secretary of State may solicit additional proposals or may cancel the RFP completely without making a selection.*

Upon selection, the Secretary of State will initiate negotiations for contract terms and conditions, including fees. The selection process is discussed in Section III.

## **7. Immigration Law Requirements**

Pursuant to Code of Alabama 1975, Sections 31-13-9(a)-(f) and 31-13-9(k), as a condition for the award of any contract by the state to a business entity or employer that employs one or more employees, Respondents will be required to meet to include, but not be limited to, the following requirements:

*§ 31-13-9(a). As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.*

*§ 31-13-9(b). As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.*

*§ 31-13-9(c). Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the*



*contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.*

***§31-13-9(d).*** *A contractor of any tier shall not be liable under this section when such contractor contracts with its direct subcontractor who violates subsection (c), unless it is shown that the contractor knew or should have known that the direct subcontractor was in violation of subsection (c).*

***§31-13-9(f).*** *(1) This section shall not be construed to deny any procedural mechanisms or legal defenses included in the E-Verify program or any other federal work authorization program.*

*(2) A business entity or employer that has enrolled in the E-Verify program and has used the program to verify the work authorization of an employee shall not be liable under this section for violations resulting from the hiring of that employee.*

***§31-13-9(k).*** *All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."*

## **8. Agreement**

The Respondent selected to serve as Provider must enter into an Agreement with the Secretary of State. Said Agreement shall comply with all state and federal laws, rules, and regulations. In the event that the Secretary of State selects a Provider, the company

shall submit a Scope of Services Exhibit and a Schedule of Payments Exhibit, in Word format, to the Secretary of State within five (5) calendar days of being notified by the Secretary of State of such selection.

## **9. Qualification to do Business in Alabama**

All companies submitting proposals in response to this RFP must be qualified to transact business in the State of Alabama in accordance with to include, but not be limited to, Code of Alabama 1975, Section 10A-1-7.01 et seq., and shall have filed and possess a valid “Application for Registration” issued by the Secretary of State prior to contract negotiations commencing. Failure to comply with this requirement **will** disqualify the vendor.

All proposals submitted in response to this RFP **must also include** a completed and fully executed Disclosure Statement (attached to this RFP) as required by Code of Alabama 1975, Section 41-16-80 et seq. Failure to comply with this requirement **will** disqualify the vendor from further consideration.

All proposals submitted in response to this RFP **must also include** a completed and fully executed Immigration Status Form (attached to this RFP). Failure to comply with this requirement **will** disqualify the vendor from further consideration.

All proposals submitted in response to this RFP **must also include** a completed and fully executed Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act Form (attached to this RFP). Failure to comply with this requirement **will** disqualify the vendor from further consideration.

Further, all proposals submitted in response to this RFP **must also include** a completed and fully executed E-Verify Program for Employment Verification Memorandum of Understanding. Failure to comply with this requirement **will** disqualify the vendor from further consideration.

Further, all proposals submitted in response to this RFP **must also include** a completed and fully executed W-9. Failure to comply with this requirement can disqualify the vendor from further consideration.

## **10. Required Contract Language**

Certain language is required in agreements (contracts) issued by the State of Alabama. The successful Respondent will be required to enter into an Agreement which contains to include, but is not limited to, language concerning the following or language as specified.

**A. Immigration/E-Verify** - The contract must set forth the penalties for violations of Code of Alabama 1975, § 31-13-9.

### **a. Requirement of Code of Alabama (1975), § 31-13-9**

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of the provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

### **b. E-Verify Program**

The Provider agrees to provide documentation establishing that it is enrolled in the E-Verify program. During the performance of the Agreement, the Provider shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

### **c. Subcontractor Compliance with E-Verify Program**

If the Provider uses any subcontractor in the performance of this Agreement, such subcontractor shall enroll in the E-Verify program prior to performing any work on the project during the performance of the Agreement and,

furthermore, the subcontractor shall participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

- B. Total Contract Amount** – The Maximum dollar amount to be paid under the Agreement and specific statement of what is included in this amount.
- C. Term of Agreement** – The beginning and ending dates. The term of the Agreement will be for the period commencing upon full execution by the Governor of Alabama and expiring December 18, 2023. All vendors responding to this RFP are informed that the State of Alabama Contract Review Permanent Legislative Oversight Committee shall only accept contracts for a period of two years. Further, prior to the expiration of the aforesaid two year contract period, the Secretary of State will issue a RFP to provide for the continuation of the Voter Registration System.
- D. Contract Not A Debt** – It is agreed that the terms, conditions, and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.
- E. Effective Date Language** – Provider acknowledges and understands that this agreement is not effective until it has received all requisite state government approvals, and shall not begin performing work under this contract until notified to do so by the Secretary of State. Provider is not entitled to compensation for work performed prior to the effective date of the Agreement.
- F. No Assignment of Contract (Agreement)/No Agency Created** – A professional services contract/agreement cannot be assigned to a third party. If a different contractor is required, the original contract/agreement must be canceled and a new contract must be initiated. Specifically, the agreement shall provide that

neither party may assign its rights or obligations arising out of the agreement without the other party's prior written consent. The agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the Provider on behalf of Secretary of State. Furthermore, the agreement expressly forbids the creation of an agency or any other action that would create or imply that the Provider is an agent of the Secretary of State.

- G. No applicability of Alabama Merit System** - Neither the Provider nor any contractor or subcontractor or agents related thereto is/are to be considered an Alabama Merit System employee and is/are not entitled to any benefits of the Alabama Merit System.
- H. Severability** - If any term of the agreement is held to be unenforceable, the other terms of this agreement shall be enforced to the fullest extent permitted by law.
- I. Governing Law and Jurisdiction** - The agreement shall be governed by and interpreted in accordance with all applicable laws of the State of Alabama without application of any conflicts of law provisions. In the event of a dispute resulting in litigation, the parties hereto consent to the personal jurisdiction and venue of the courts of the State of Alabama in Montgomery, Alabama.
- J. Compliance with Alabama Act No. 2016-312** - By signing the agreement, the provider affirms and represents to the Secretary of State that the Provider is not currently engaged in, and that it shall not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- K. Breach Provisions** - All Respondents are informed that language will be inserted in the Agreement to identify, respond and remedy the potential failure of a vendor to perform satisfactorily.

## **Section II: PROPOSAL**

Proposals received will be evaluated based on the contents of the proposal, including the Respondent's ability to provide the services of individuals who possess a high degree of specialized skill and knowledge, as said experience and professional qualifications are

particularly relevant to the provision of these services. Proposals will also be evaluated on the Respondent's ability to perform the requested services, expertise, fees, and completeness of proposal. The professional services provider shall best meet the needs as expressed in the RFP. Price shall be taken into consideration. Be advised that the awarded selection will be to the lowest responsible respondent meeting specifications. It is not the policy of the Secretary of State to purchase/enter upon a contract on the basis of a low quote/proposal only. Quality, conformity with specifications, terms of delivery, past service, and experience are among many of the factors that may be considered in determining the responsible respondent.

The proposal should include, but is not limited to, the following:

**1. Background Information, Administration and Personnel**

**(Respondent is required to provide a written response to each)** Failure to comply with this requirement will disqualify the vendor from further consideration.

**A. Corporate Overview**

1. Provide an overview of the Respondent, including the following:  
Corporate profile, including the financial condition of the Respondent, overall business objectives, Respondent's experience, quality control procedures and ownership.
2. Provide an audited financial statement covering the Respondent's most recently concluded fiscal year.
3. Provide any restrictions, consent orders, litigation or mediation involving the Respondent, principals, or key personnel within the past five years; provide prior formal administrative protests or actions such as notices of default, unsatisfactory performance, etc., involving state or federal government and private companies related to the quality or performance of voter registration systems for any local, county, State or Federal government agency, public or private association, or private company.

4. Provide detailed information on any individuals, or subcontractors your company will partner with to provide services to the Secretary of State.
5. Provide a statement regarding the Respondent's commitment to minority business involvement.

**B. Personnel**

1. Provide the name, title, contact information, and total years' experience of staff members who will be assigned to the professional services required in this RFP.

**C. Client Information**

1. Provide the organization name, address, contact name and telephone number of other clients for whom similar professional services described in this RFP have been provided.

**2. Technical Capability & Required Services**

**(Respondent is required to provide a written response to each) Failure to comply with this requirement will disqualify the vendor from further consideration.**

**A. Technical Capability**

1. Describe your system's capability that allows "state of the art" services and your commitment to technological advances in the industry.
2. Describe your system's security capabilities and any federal or industry standards it meets or exceeds.
3. Describe the technical capabilities of the system utilized by the vendor to host the Voter Registration System.
4. Describe in detail any security test(s) that your system has been submitted for and the results of the test(s), e.g. who, what, when, etc.
5. Describe how the proposed system was independently audited from a third party security researcher.
6. Explain briefly any area of expertise that sets your company apart from other providers as well as your company's resources and institutional stability.

## **B. Required Services**

1. The Computerized Statewide Voter Registration List shall be a nondiscriminatory, single, uniform, official, centralized, interactive listing compliant with the following requirements:
  - a. It shall contain the name and registration information of every legally registered voter in the state, including but not limited to the following criteria: county, last four of social security number, date of birth, gender, home phone number, work phone number, residential (physical) address, mailing address, driver's license number or non-driver's license number, place of birth, email, race, political party affiliation, precinct, precinct part, district, voting location, date of registration, date of address change, date of status change (with detail of status change and status reason), date of name change, registrant status, registrant status reason, source of registration, how registered, if any assistance was given, at least five data fields to be user-defined per county and at least ten data fields to be user-defined at the state level.
  - b. It shall serve as the single system for storing and managing the official list of registered voters throughout the state.
  - c. It shall contain other information deemed necessary by the Voter Registration Advisory Board or the Secretary of State, of every legally registered voter in the state.
  - d. A unique identifier shall be assigned to each legally registered voter in the state.
  - e. It shall contain the full voting history of each registered voter.
  - f. It shall be coordinated with the driver's license database of the Department of Public Safety (Alabama Law Enforcement Agency) and the appropriate state agency to assist in the removal of deceased voters.



- g. It shall enable any election official in the state, including local election officials, the ability to obtain immediate electronic access to the information contained in the computerized list.
- h. It shall enable all voter registration information obtained by any voter registrar in the state to be electronically entered into the computerized list on an expedited basis at the time information is provided to the voter registrar.
- i. It shall serve as the official voter registration list for the conduct of all elections.
- j. The list shall be maintained so that it is technologically secure and at all times comply with state and federal data security laws, rules, and policies, including the requirements of the State IT Policies promulgated by the State of Alabama Office of Information Technology and its predecessor entities pursuant to Ala. Code §§ 41-4-221(8), 41-4-282, and 41-28-4(10). Such policies are currently posted at <https://oit.alabama.gov/governance-library/>.
- k. It shall include election management capability related to the administration of election profiles, poll workers, ballots and ballot styles, polling places, all districts (i.e. federal, state, county, and municipal) and precincts (including subdivisions of precincts), street files, and related tasks at the state and county levels as applicable.
- l. It shall include a module for administering absentee voting at the county level in compliance with Alabama law governing absentee voting.
- m. It shall be capable of interfacing with databases maintained by the Alabama Law Enforcement Agency to validate driver license and non-driver identification card numbers and the last

four digits of social security numbers (commonly referred to as the "HAVA check")

- n. The list shall enable The Secretary of State, or judge of probate, or absentee election manager, or municipal clerk, or voter registrar the ability to include the name and omit the residential and mailing address of a registered voter on any generally available list of registered voters, except for the list of registered voters used at the polls on election day and those lists provided to federal and state agencies, upon the written signed affidavit of the registered voter to the board of registrars of the county in which the individual is registered or intends to register, affirming either of the following:

- (1) That the registered voter, or a minor who is in the legal custody of the registered voter, is or has been the victim of domestic violence as provided in Article 7, commencing with Section 13A-6-130, of Chapter 6 of Title 13A, Code of Alabama 1975.

- (2) That a domestic violence order is or has been issued by a judge or magistrate pursuant to the Domestic Violence Protection Order Enforcement Act, to restrain access to the registered voter or a minor who is in the legal custody of the registered voter.

- o. It shall maintain optimum speed regardless of the number of state and county users accessing the system.
- p. It shall receive electronic voter registration information obtained from other governmental agencies with regards to an electronic voter registration service. Further, it shall sort and send the voter registration information to the appropriate county for processing.

- q. It shall enable third party vendors that contract with the Secretary of State, or any vendor as directed by the Secretary of State, the ability to obtain specific information in the computerized list via a Secure File Transfer Protocol (SFTP) site data upload at specific time intervals approved by the Secretary of State.
- r. It shall enable Secretary of State authorized personnel to generate reports or queries through the system, with minimal vendor assistance or intervention from the help desk team.
- s. It shall be coordinated with the Alabama Administrative Office of Courts and the Alabama Department of Public Health and be capable of importing data sets from these agencies to assist in the identification of and removal of persons disqualified from registering and voting due to death or conviction for a disqualifying felony crime. The system shall match these data sets against the database of registered voters and provide lists of potential matches for review by voter registrars and the functionality to process these matches.
- t. It shall track all user activity within the system. All user activity for individual voters shall be viewable on that voter's record. All user activity throughout the state must be accessible, user-friendly, and exportable by the Secretary of State.
- u. It shall allow the Secretary of State to set formatting standards for each data criteria field to maintain uniformity in the information being entered. Further, it shall be capable of recognizing "bad data" and be capable of disallowing that data from being saved into the system per the formatting standards.
- v. It shall be capable of checking for and matching duplicate voter records for the purpose of verifying voter registration

- information and performing voter file maintenance. The possible matches that appear shall be sorted by the percentage of a successful match. It shall allow users the ability to run duplicate matching lists for their jurisdiction based on matching criteria set by the Secretary of State. It shall allow the Secretary of State the ability to alter the matching criteria.
- w. It shall be capable of merging voter records into one record for a specific voter to include the most updated information for a voter while maintaining all previous information and voter history.
  - x. It shall be capable of incorporating a statewide or county GIS mapping system. It shall have a GIS interface to allow the state or counties currently contracted with GIS vendors the ability to incorporate GIS software as approved by the Secretary of State.
  - y. It shall be capable of generating correspondence letters, communications, information cards and notices to registrants, voters and election officials.
  - z. It shall provide a field for the entry of Alabama driver license numbers or Alabama non-driver identification card numbers. The system shall provide a separate field for entering driver license numbers or non-driver identification card numbers issued by states other than the State of Alabama.
  - aa. It shall validate the data entry of all Alabama driver license numbers and Alabama non-driver identification card numbers to ensure conformance with numbering protocols of the Alabama Law Enforcement Agency.
  - bb. It shall provide the ability to create and export a data file for the Voting Information Program (VIP export) that complies with the current standards for said data file. This functionality shall be available to state users for any election.

- cc. It shall provide the ability to create and export data files containing all or partial information, including voting history, from all records for registered and disqualified voters and records created for individuals eligible to register to vote and any subset thereof. For these data files, the system shall not permit by default the inclusion of 1) the last four digits of Social Security numbers, 2) driver license numbers, and 3) non-driver identification card numbers but shall provide the ability to include said data upon specific intervention of the user. For data files generated by county level users, said data shall not include the full date of birth but may include only the year of birth, whereas data files generated by state level users may include the full date of birth.
- dd. It shall provide the ability to generate reports necessary for compiling the state's responses to any federal Election Administration and Voting Surveys.
- ee. For state and county level users, it shall provide the ability to create reports and exportable data files for use in the state's electronic blank ballot transmission system for persons voting pursuant to the federal Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA). The reports and exportable data files shall include, but not be limited to, the voter's name, registrant ID number, address, county, email address, date of birth, reason for voting by absentee ballot, political party for absentee voting in a primary election or primary runoff election, whether the voter is inside or outside the territorial limits of the United States, whether the voter is a member of the Armed Forces or is a civilian, and precinct designator.

- ff. It shall provide the ability to indicate whether a voter is exempt from the state's photo voter ID requirement in the absentee voting management module.
- gg. It shall provide the ability to produce a report and an exportable data file that includes a list of all polling locations and precincts in the state including the name of the polling location, the county in which the polling location is located, and the physical address of the polling location. The export must differentiate between active polling locations and precincts for a specific election.
- hh. It shall provide the ability to administer the state's voter file maintenance process to comply with requirements of the National Voter Registration Act (NVRA).
- ii. After voter history for a particular election has been entered either manually or from electronic poll books into the system, it shall have the capability to print a roster or export a data file containing the names of all voters who participated in a particular election. Further, for a primary or primary runoff election, the system shall have the capability to print a roster or export a data file containing the names of all voters who participated in each political party's primary election.
- jj. It shall enable voter registrars the ability to create voter registration records for individuals in a suspense status that are under 18 years of age but older than 17 ½ years of age. Those individuals shall become automatically activated/registered to vote upon their 18th birthday.
- kk. It shall enable voter registrars the ability to determine the date of submission of electronic applications. Further, it shall enable voter registrars the ability to search for all applications

within electronic batches that were submitted by the voter registration deadline for ease of processing.

- ll. It shall enable voter registrars the ability to create voter registration records for individuals in a suspense status that submitted an application after the deadline for an election, and the records for those individuals shall become automatically activated/registered to vote on the day after the election.
- mm. It shall enable counties the ability to track voters within the county and assign those voters to specific precincts/polling places/districts based on the boundary and assignment information within the county and state for county, county-wide, and statewide elections. Further, it shall enable counties the ability to track voters in municipalities within their county, and assign those voters to specific precincts and polling locations based on the boundaries provided by the municipality. Only state level users shall be authorized to define formats, codes, etc., for federal, state, county and municipal districts.
- nn. It shall provide a module for defining and assigning roles to users based on tasks to be performed in functional areas.
- oo. It shall offer a facility whereby voters may enter personally identifying information and then be able to access the following information: their voter registration information; their polling place; the status of their provisional ballot, if any, and, if rejected, the reason it was rejected; the status of an absentee ballot and whether and when the ballot was received or rejected.
- pp. It shall allow users to run an export of system data to be provided to the Electronic Registration Information Center (ERIC) as directed by the Secretary of State.

- qq. It shall report real-time logging to the State of Alabama's Security Operations Center.
- rr. It shall be capable of generating audit records of privileged commands and the individual identities of privileged account users.
- ss. It shall offer the Secretary of State the ability to extract all voter data, system data, and user data deemed necessary by the Secretary of State to transition to a new vendor prior to the expiration of the contract.
- tt. It shall enable all users the ability to comply with the National Voter Registration Act, including, but not limited to being compatible with all required mailings and offering the recordation and tracking of necessary timelines and batches of voters.
- uu. It shall not prevent users from performing other tasks electronically while logged in to the system, or while importing and exporting data to and from the system.

**C. Help Desk Services**

1. A Help Desk must be provided for state and county election administration personnel.
2. Help Desk must be available from 6:00 a.m. to 10:00 p.m. Central Time, seven days a week, during the term of the Agreement for state and local election administration personnel.
3. Help Desk must provide support at a minimum by toll-free telephone and email.
4. Respondent will maintain Help Desk statistics on help request volume, resolution, and response time, and provide reports to the Secretary of State upon request.
5. Help Desk will contact the Deputy Chief of Staff, Director of Elections with any system changes requested at the county level.



#### **D. Security and Privacy Protections**

1. National Institute of Standards and Technology (NIST) documents, as below set forth, provide standards for security of data and systems. Respondent must comment on its proposed system's ability to mitigate threats to the Computerized Statewide Voter Registration List. The Respondent shall identify, in writing, how its proposed system will meet or exceed the following:

NIST #	Title
800-41	Guidelines on Firewalls and Firewall Policy
800-44	Guidelines on Securing Public Web Servers
800-47	Guide for Interconnecting Information Technology Systems
800-61	Computer Security Incident Handling Guide
800-63-3	Digital Identity Guidelines: Authentication and Lifecycle Management
800-83	Guide to Malware Incident Prevention and Handling Recommendations
800-92	Guide to Computer Security Log Management
800-94	Guide to Intrusion Detection and Prevention Systems (IDPS)
800-95	Guide to Secure Web Services
800-107	Recommendation for Applications Using Approved Hash Algorithms
800-122	Guide to Protecting the Confidentiality of Personally Identifiable Information (PII)
800-123	Guide to General Server Security
800-144	Guidelines on Security and Privacy in Public Cloud Computing

2. Further, the Respondent shall identify, in writing, how its proposed system will meet or exceed the following:
  - a. Describe how the proposed system will protect private voter information.
  - b. Describe how the proposed system will protect the voting server from malware.

- c. Describe how the proposed system will warn the Secretary of State's Office of the risk of phishing attacks.
- d. Describe how the proposed system will warn the Secretary of State's Office of the risk of host malware attacks.
- e. Describe how the proposed system will protect against server-based Denial of Service attacks.
- f. Describe how the proposed system will protect against host-based Denial of Service attacks.
- g. Describe how the proposed system will protect against identity spoofing.
- h. Describe how the proposed system will protect data from tampering.
- i. Describe how the proposed system will log system and user activity including user search activity.
- j. Describe how the proposed system will protect data – both at rest and in transit.
- k. Describe how the proposed system will authenticate and authorize users, including how the system will utilize two-factor or multi-factor authentication.

#### **E. Training**

1. Describe how the respondent will train, in person, all state and county election personnel on the use and administration of the system.
2. Describe how the respondent will provide follow-up training online, at the option of the state and county election personnel and upon request by the Secretary of State.
3. Describe how the respondent will provide software and/or hardware necessary to provide training to state and county election personnel.
4. Describe how the respondent will provide cybersecurity and cyber protection training for county election and other authorized personnel.

## **F. Disaster Recovery and System Uptime**

1. Describe the respondent's disaster recovery plan and its secondary disaster recovery system to be used in the case that a disaster causes primary system degradation and/or loss of availability.
2. Describe the respondent's service level guarantees with regard to system access and availability, and provide a template service level agreement (SLA) which describes the obligations of each party, metrics by which services will be measured, remedies for breaches of the SLA, and a protocol for adjusting service levels or service metrics.

## **3. Price Proposal**

### **A. Overview**

1. Each response should provide prices for professional services only. No hardware or equipment is to be priced in the proposal. Prices for all hardware or equipment items discussed in the system overview are to be stated separately and are **NOT** to be included in the total price of the proposal. The State of Alabama is required to purchase any hardware or equipment through the State Purchasing Department. Prices are to be stated for items within categories as follows, with a total for each category and a grand total.
  - a. Design
  - b. Development
  - c. Implementation
  - d. Training
  - e. Maintenance
  - f. System Support
  - g. Disaster Recovery and System Uptime
  - h. State Requested System Enhancements after Implementation

## Section III: SELECTION & AWARD

### 1. Overview

The Secretary of State will designate an Advisory Proposal Evaluation Committee. The Committee will review and evaluate proposals received from eligible Respondents in response to this RFP and, if a recommendation is made, will make its recommendation to the Secretary of State. The Secretary of State will, at his sole option, choose a proposal to proceed with contracting services. *The Secretary of State reserves the right to reject any or all proposals and to solicit additional proposals if that is determined to be in the best interests of the State of Alabama.*

### 2. Proposed Contract

In the event that the Secretary of State selects a Provider, the company shall submit a Scope of Services Exhibit and Schedule of Payments Exhibit, in Word format, to the Secretary of State within five (5) calendar days of being notified by the Secretary of State of such selection. Time is of the essence and the Respondent will provide prompt responses during the contract negotiation. If there is a successful negotiation of a contract, the Respondent and the Secretary of State will comply with all of the terms and conditions of that document(s) and all other applicable federal and state laws, rules and regulations. Review of any proposed contract will be a comprehensive analysis of its legality of form and compliance with all applicable federal and state laws, rules, and regulations, and shall be subject to review by the State of Alabama Contract Review Permanent Legislative Oversight Committee, Examiners of Public Accounts, or other entities designated by the Secretary of State.

### 3. Invoicing

The Secretary of State will make no advance payments. All invoices shall be submitted in arrears on a monthly basis and are subject to the laws, policies and procedures of the State of Alabama Department of Finance.

#### **4. News Releases**

No news releases, press conferences or advertisements pertaining to this solicitation or to awards made as a result of this solicitation, will be made and/or conducted without prior written approval of the Secretary of State.

#### **5. Workspace and Equipment**

The Respondent must provide its own workspace and equipment needed to carry out the services required under this RFP.

#### **6. Insurance**

Upon award, the Respondent will be asked to provide the Secretary of State within ten (10) working days of notification of award, certificates of insurance from an entity licensed to provide insurance within the State of Alabama. The Respondent will carry and maintain, during the entire period of performance under this contract, the following:

1. Worker's Compensation and Employee's Liability insurance with a minimum of \$200,000 per incident;
2. Comprehensive General Liability insurance with a minimum of \$1 million bodily injury per occurrence; and
3. Bonding of Respondent's employees (permanent, temporary or contracted) with a minimum of \$200,000 per incident.
4. Network Security & Privacy Liability

Coverage for, but not limited to, Privacy and Security breaches, Service Interruption with minimum policy limits of \$5,000,000 per occurrence.

- a. Coverage shall be effective no later than the effective date of the Agreement.
- b. Coverage must be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.

Certificates of Insurance will be necessary for any and all sub-contractor(s), joint venture partner(s), or related entity of the Respondent.

## **Section IV: SYSTEM FAILURES**

The Respondent must provide details on any failures in any state, county, or political subdivision that have affected user's ability to use its Computerized Statewide Voter Registration List. Respondent is advised, and placed on notice, that its failure to provide full, comprehensive, adequate and truthful information regarding this question will be grounds for disqualification.

## **Section V: IMPLEMENTATION TIMELINE**

The Respondent must provide a detailed project management timeline reflecting specific deadlines for performing the required services to build, test and implement a system that complies with this RFP prior to the current agreement expiration date. Failure to comply with this requirement **will** disqualify the vendor from further consideration.

**IMMIGRATION STATUS**

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

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Signature of Contractor

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Witness

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)**

DATE: \_\_\_\_\_

**RE Contract/Grant/Incentive (describe by number or subject):** \_\_\_\_\_ by and  
between \_\_\_\_\_ (Contractor/Grantee)  
and \_\_\_\_\_ (State Agency or Department or other Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

**EMPLOYER.** Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_\_\_\_ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_\_\_\_ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

The above Certification was signed in my presence by the person whose name appears above, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness