

Voye, David

From: Patti Weaver <[REDACTED]>
Sent: Tuesday, May 2, 2023 10:02 AM
To: # Board of Elections
Subject: Re: May 3rd Meeting submission
Attachments: Allegheny supplemental report.pdf

This appears to not have been sent with my letter

On Tue, May 2, 2023 at 9:59 AM Patti Weaver <[REDACTED]> wrote:

I was concerned about the 2020 election results given the changes allowing mail in ballots and the counting of ballots without full visual transparency. I requested a digital copy of the ballots under the Right To Know act and received all but one file that I am still trying to obtain.

Allegheny County's 2020 digital file of all the ballots cast (except the missing file I am still trying to obtain) were analyzed by Erich Speckin, one of the top forensic document analyst in the United States if not the world. Mr. Speckin has provided expert witness to the Arizona Senate for their ballot issues.

Attached please find Speckin Forensics reports regarding their analysis of Allegheny County's ballots counted for the 2020 general election.

Clearly, the internal controls and systems need to be further investigated, evaluated, and changed as there are many duplicate ballots cast and counted.

Respectfully,
Patti Weaver

Speckin Forensics, LLC

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CRIME SCENE RECONSTRUCTION

September 16, 2022

I have been asked to review scans and ballot count sheets from the November 2020 election in Allegheny County, Pennsylvania.

I have reviewed election cases including ballots in many instances in my career over the past 29 years associated with my expertise in document examination.

In this case, I had access to PDF scans of the front and back of each ballot as well as the corresponding PDF of the detail for the counting and tabulation of each ballot. Every ballot has a unique individual identifying number associated with the counting and is part of the PDF file name.

There are three primary groups of ballots; first is the poll site (election day) voting. These appear to be processed by different scanners/tabulators than the mail in votes. The second category is the mail in or absentee votes. These appear to be counted at a central location with their own set of tabulators from random areas as would be expected. The final type is a small number of ballots labeled as provisional. These provisional ballots were not focused on during my examination.

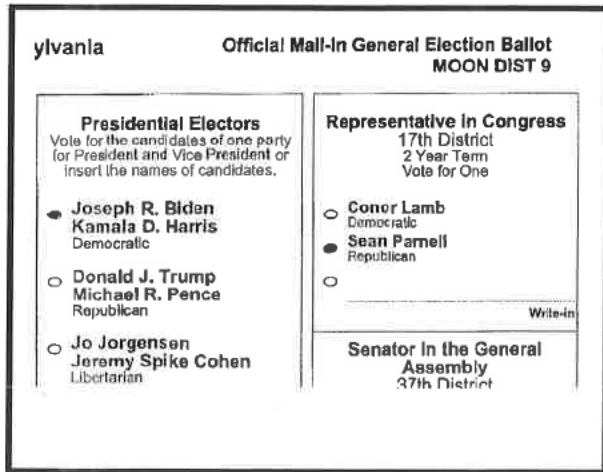
The polling site (election day) ballots are the lowest ballot numbers and the first series counted. The mail in/absentee being the next series counted and the provisional ballots being the final group counted.

Results:

As a result of only having images, the forensic examination that can be performed is limited. It is always more desirable to have the original evidence when possible. The examination conducted used the available captured reliable evidence in the images to make the findings and arrive at the conclusions.

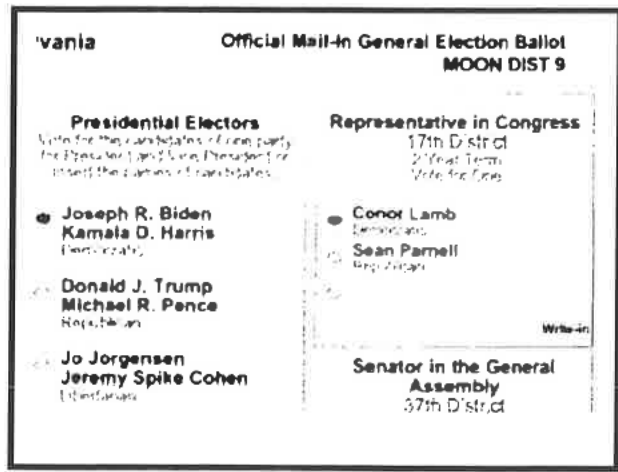
When the series of the mail in ballots was examined, a range of ballot ID numbers contained images that were far inferior to the other ballot images provided. See image comparisons below:

Good Scan



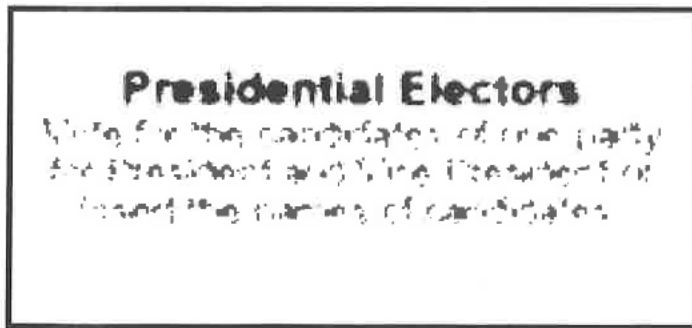
Cast Vote Record 455140
Record 8 Moon Dist. 9

Bad scan

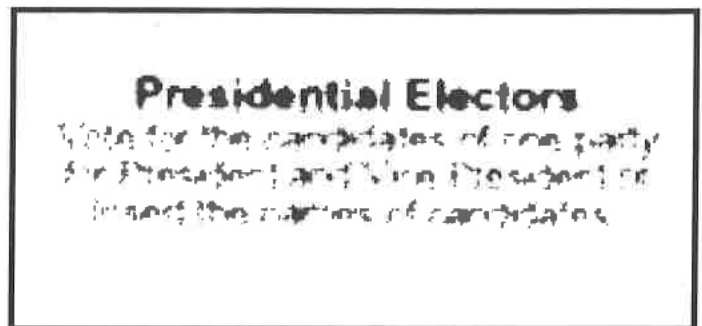


Cast Vote Record 455005
Record 8 Mood Dist. 9

When the poor image ballots were examined and compared to the corresponding tabulation record, the scanner that appeared for these images was consistently the same (8520050452). Many of these images have similar defects in the printing/copying process which would indicate common source of production, but different than the remaining examined ballots. Clearly in the mail in counting area, a random printing defect that may have existed in mailing out of ballots could not consistently come back and be counted on the same scanner. Therefore, a printing defect on the printing side of the ballot creation is not the likely cause of this anomaly.



Cast Vote Record 444064
Record 7 McKee Rock Ward 1 Dist. 2



Cast Vote Record 445034
Record 2 Casl Shannon Dist. 1

It would be a theoretical possibility that the issue in image quality was caused by the scanner at the time of counting or tabulation through a malfunction or an issue with a setting instead of a repeatable defect caused by common printing/copying source. However, upon further investigation, there are a number

of ballot images captured by this anomalous scanner (8520050452) that contain no issues in image quality or repeatable defects. Below are four examples of ballots scanned in the mail in ballots.

Ivania **Official Mail-In General Election Ballot**
BETHEL PARK WARD 4 DIST 1

<p>Presidential Electors Vote for the candidates of one party for President and Vice President or insert the names of candidates.</p> <p><input type="radio"/> Joseph R. Biden Kamala D. Harris Democratic</p> <p><input checked="" type="radio"/> Donald J. Trump Michael R. Pence Republican</p> <p><input type="radio"/> Jo Jorgensen Jeremy Spike Cohen Libertarian</p>	<p>Representative in Congress 18th District 2 Year Term Vote for One</p> <p><input checked="" type="radio"/> Mike Doyle Democratic</p> <p><input type="radio"/> Luke Edison Negron Republican</p> <p>Write-in</p> <hr/> <p>Senator in the General Assembly 37th District 4 Year Term Vote for One</p>
--	---

Cast Vote Record 460779
Record 1 Bethel 4 Dist. 1

Ivania **Official Mail-In General Election Ballot**
FOX CHAPEL DIST 2

<p>Presidential Electors Vote for the candidates of one party for President and Vice President or insert the names of candidates.</p> <p><input type="radio"/> Joseph R. Biden Kamala D. Harris Democratic</p> <p><input checked="" type="radio"/> Donald J. Trump Michael R. Pence Republican</p> <p><input type="radio"/> Jo Jorgensen Jeremy Spike Cohen Libertarian</p>	<p>Representative in Congress 17th District 2 Year Term Vote for One</p> <p><input type="radio"/> Conor Lamb Democratic</p> <p><input checked="" type="radio"/> Sean Parnell Republican</p> <p>Write-in</p> <hr/> <p>Representative in the General Assembly 30th District 2 Year Term Vote for One</p> <p><input type="radio"/> Less Geiger Shulman</p>
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Cast Vote Record 458116
Record 4 Fox Chap Dist.

Ivania **Official Mail-In General Election Ballot**
OHIO DIST 3

<p>Presidential Electors Vote for the candidates of one party for President and Vice President or insert the names of candidates.</p> <p><input checked="" type="radio"/> Joseph R. Biden Kamala D. Harris Democratic</p> <p><input type="radio"/> Donald J. Trump Michael R. Pence Republican</p> <p><input type="radio"/> Jo Jorgensen Jeremy Spike Cohen Libertarian</p>	<p>Representative in Congress 17th District 2 Year Term Vote for One</p> <p><input checked="" type="radio"/> Conor Lamb Democratic</p> <p><input type="radio"/> Sean Parnell Republican</p> <p>Write-in</p> <hr/> <p>Senator in the General Assembly 37th District 4 Year Term Vote for One</p>
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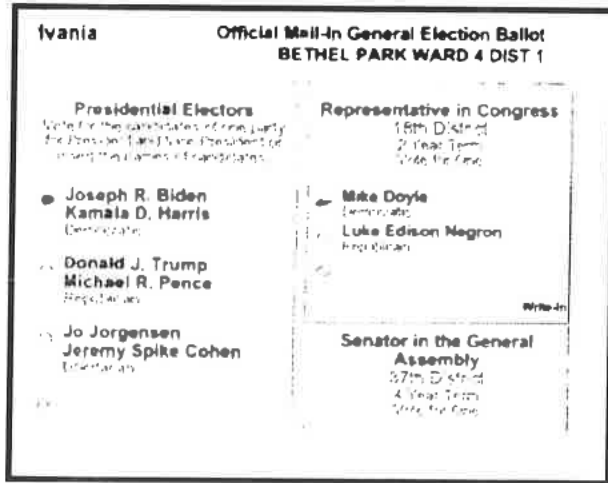
Cast Vote Record 469103
Record 10 Ohio Dist. 3

Ivania **Official Mail-In General Election Ballot**
PLUM DIST 1

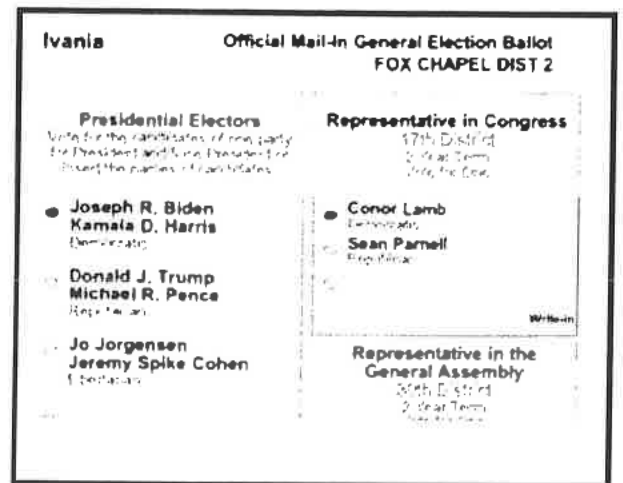
<p>Presidential Electors Vote for the candidates of one party for President and Vice President or insert the names of candidates.</p> <p><input checked="" type="radio"/> Joseph R. Biden Kamala D. Harris Democratic</p> <p><input type="radio"/> Donald J. Trump Michael R. Pence Republican</p> <p><input type="radio"/> Jo Jorgensen Jeremy Spike Cohen Libertarian</p>	<p>Representative in Congress 18th District 2 Year Term Vote for One</p> <p><input type="radio"/> Mike Doyle Democratic</p> <p><input checked="" type="radio"/> Luke Edison Negron Republican</p> <p>Write-in</p> <hr/> <p>Senator in the General Assembly 45th District 4 Year Term</p>
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Cast Vote Record 443200
Record 16 Plum Dist. 1

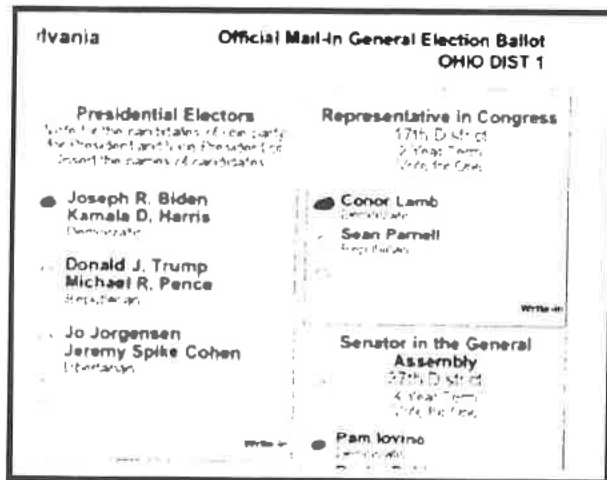
Below are four examples of ballots with poor scans from the same areas in the same scanning range by the numerical ID for the ballot.



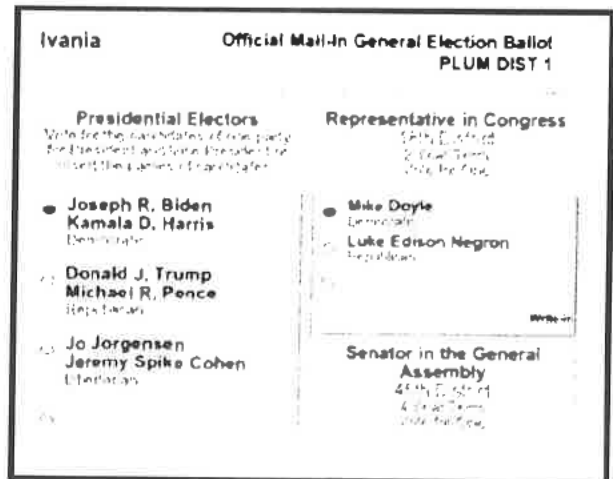
Cast Vote Record 44476
Record 1 Bethel 4 Dist. 1



Cast Vote Record 451891
Record 4 Fox Chap Dist. 2



Cast Vote Record 448587
Record 10 Ohio Dist. 1



Cast Vote Record 43361
Record 16 Plum Dist. 1

At this point in my review, I have identified thousands of ballots with this visible defect. The number is checked by hand at calculated on current totals over 10,000 ballots contain this issue from the same scanner. Based on the identical nature of the anomalies, it is my opinion that this subset of ballots

originated from the same source at some point but not the same source that printed the other ballots where the images have no visible issues.

Based on the forensic findings, it is my opinion that further work and review of the original ballots should be conducted to determine what significance these findings have on the whole of the approximately 700,000 ballots cast.

1. Review the original ballots that were scanned and created the submitted images to determine the scope and correlation of these printing anomalies or if an alternative theory could exist that cannot be determined at this time.
2. Determine the details of the scanner with the anomalies noted in the user, time frames scanned, and cause of the poor image.
 - a. Then to determine the origin of the original ballots if the issue is with a printing defect.
 - b. Conduct a study of the voting pattern (if any) in these areas compared to other correctly printed ballots.
3. If the original ballots are made available:
 - a. To look for impressions of ballots into each other. In the normal course of voting these would not be filled out one on top of each other.
 - b. Using infrared light to determine if more than one ink formulation was used to complete a ballot and which races contained different inks to see if there is any pattern of additions or not.
 - c. In ballots that are color printed to review the CPS code and yellow printed dots to determine similarities in the machines and the timing for the printing process.

A handwritten signature in black ink, appearing to read 'Erich Speckin'. The signature is written in a cursive style with a large initial 'E' and a long horizontal stroke at the end.

Erich Speckin

Forensic Document Analyst

Speckin Forensics, LLC

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CRIME SCENE RECONSTRUCTION

February 21, 2023

I have been asked to review scans and ballot count sheets from the November 2020 election in Allegheny County, Pennsylvania. I issued my previous report in September 2022 regarding the scanning issues found in the ballots. This report will focus on the data found on the tabulator CVR forms and the ballots themselves.

I have reviewed election cases including ballots in many instances in my career over the past 29 years associated with my expertise in document examination.

In this case, I had access to PDF scans of the front and back of each ballot as well as the corresponding PDF of the detail for the counting and tabulation of each ballot. Every ballot has a unique individual identifying number associated with the counting and is part of the PDF file name.

There are three primary groups of ballots; first is the poll site (election day) voting. These appear to be processed by different scanners/tabulators than the mail in votes. The second category is the mail in or absentee votes. These appear to be counted at a central location with their own set of tabulators from random areas as would be expected. The final type is a small number of ballots labeled as provisional. These provisional ballots were not focused on during my examination.

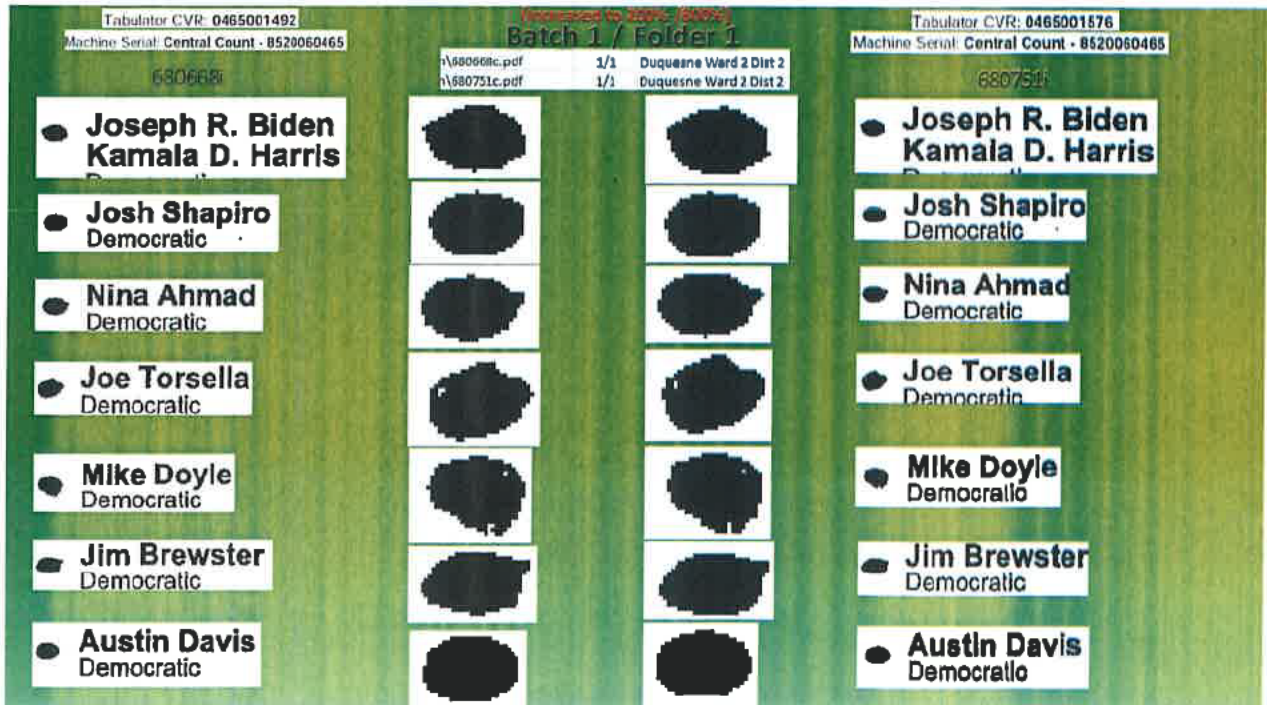
The polling site (election day) ballots are the lowest ballot numbers and the first series counted. The mail in/absentee being the next series counted and the provisional ballots being the final group counted.

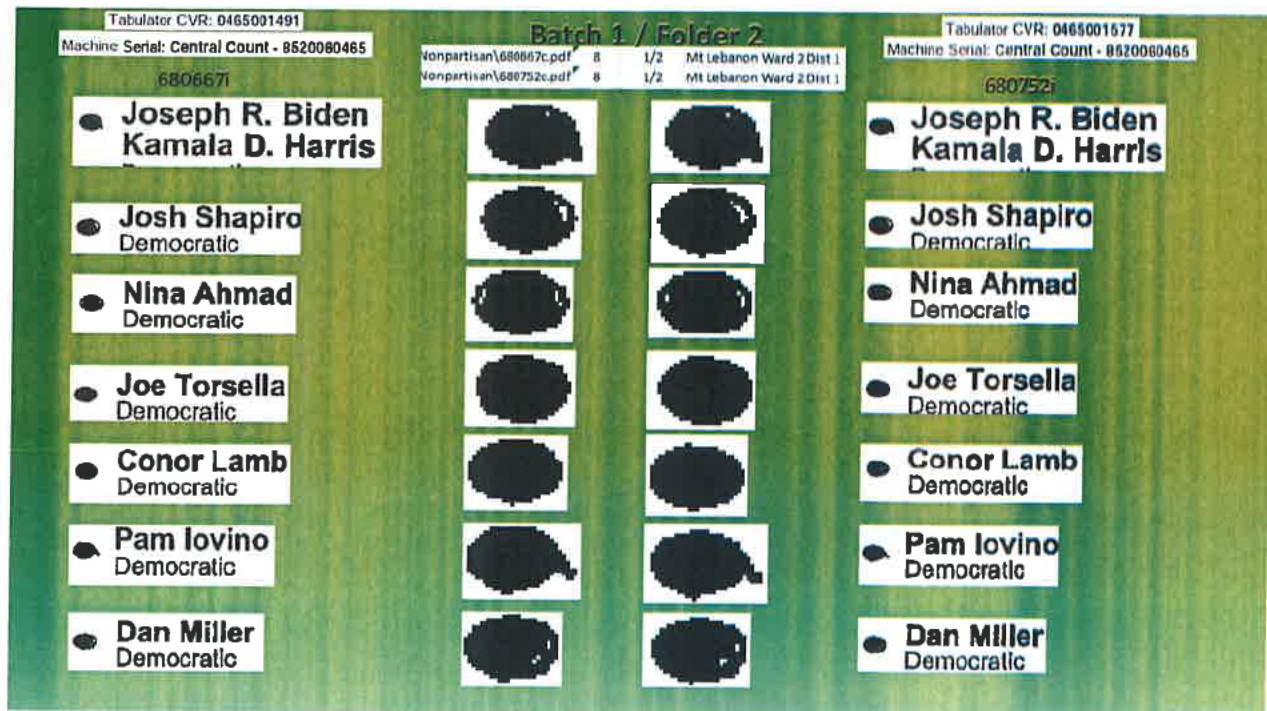
Results:

As a result of only having images, the forensic examination that can be performed is limited. It is always more desirable to have the original evidence when possible. The examination conducted used the available captured reliable evidence in the images to make the findings and arrive at the conclusions.

As one would expect in any election, any one ballot would only be counted one time. In other words, an individual ballot is not counted multiple times in an election. When the scans of the ballots in this county are reviewed and compared to one another, multiple instances are found of ballots being

scanned and counted multiple times. The appearance of the markings and their individual formations show/confirm that the same ballot with the same markings was counted twice. The review for duplicate scanned ballots is ongoing, to date, over 170 instances have been found with this irregularity. See the examples below demonstrating this problem:





The next area of review was in the CVR (cast vote record). On each of the pages for the CVR there is a field for the tabulator CVR, it is my understanding that this is a running count for the ballots that were scanned/ counted on the corresponding tabulator. This number for each tabulator should be unique. However in this county, over 50,000 instances of non-unique tabulator CVR numbers were found on eight of the tabulators used to scan and count votes. Some of the CVR numbers were found twice, some were found three times.

Duplicate Ballots		Triplicate Ballots	
Machine Serial	Votes	Machine Serial	Votes
Central Count - 8519110434	5866	Central Count - 8519110435	6117
Central Count - 8519110435	5694	Central Count - 8520060465	3006
Central Count - 8519110436	3852	Total	9123
Central Count - 8519110440	10624		
Central Count - 8520050451	4536		
Central Count - 8520050455	248		
Central Count - 8520050460	3802		
Central Count - 8520050465	6994		
Total	41616		

Based on the forensic findings, it is my opinion that further work and review of the original ballots should be conducted to determine what significance these findings have on the whole of the approximately 700,000 ballots cast.

1. Review the original ballots that were scanned and created the submitted images to determine the scope and correlation of these printing anomalies or if an alternative theory could exist that cannot be determined at this time.
2. Determine the details of the scanner with the anomalies noted in the user, time frames scanned, and cause of the poor image.
 - a. Then to determine the origin of the original ballots if the issue is with a printing defect.
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 - b. Using infrared light to determine if more than one ink formulation was used to complete a ballot and which races contained different inks to see if there is any pattern of additions or not.
 - c. In ballots that are color printed to review the CPS code and yellow printed dots to determine similarities in the machines and the timing for the printing process.
4. Based on the CVR issues noted, forensic images should be made and examined for each of the devices used in this vote counting/scanning process including each of the tabulators.



Erich Speckin

Forensic Document Analyst

Voye, David

From: Brenda Forman <[REDACTED]>
Sent: Tuesday, May 2, 2023 12:30 AM
To: # Board of Elections
Subject: May 3, 2023 BOE Meeting Remarks and Questions

Warning! This email was sent from an external source. Please be sure you recognize the sender and use caution when clicking on links and/or opening attachments.

Algorithms, Black Boxes, Transparency, Data Transfer, Security, and Elections

Do our voting machines have algorithms programmed for the counting or possible "weighting" of votes? If not, can that be proven?

Can the "Black Box" be inspected before, during, and after an election? Can what occurs in the black box be explained, or demonstrated for the purpose of transparency? If no, why not?

Allegheny County's contract with Konnech requires internet access and Remote Scanners connecting to a smartphone (see below), among other things. This implies: DATA TRANSFER via the internet. Any data regarding my vote should not be transmitted electronically over the internet and then stored in the cloud, or a data center. Where does my data, my Personal Identifying information (PII), travel to on the way to it's destination at the data center? Does it go to China via Alaska? Is it free from hacking or outside manipulation? Is any computer free from being hacked or manipulated?

Knowing what we know about Konnech (see submitted comments of 11/25/22), and what is continuing to be revealed, Allegheny County should terminate their agreement with Konnech. In addition, any system that integrates our voting/voter information in "real time" via the internet, should also be discontinued (ERIC, SURE) for the same reasons.

Voye, David

From: Elizabeth Conway <[REDACTED]>
Sent: Tuesday, May 2, 2023 9:38 AM
To: # Board of Elections
Subject: Fw: County Employees Working at Poll Locations
Attachments: James Davis Letter.pdf

Warning! This email was sent from an external source. Please be sure you recognize the sender and use caution when clicking on links and/or opening attachments.

I want to inform you of concerns related to Allegheny County employees scheduled to serve on the county election boards since April 2022 and beyond. Many citizens volunteered to serve at polling places, yet were ignored or discouraged from serving because of faulty registration system and/or lack of scheduler response to volunteer phone calls, or misdirected information received from the poorly trained scheduler.

According to the Pennsylvania Election Code, Article IV, "District Election Officers", Section 402(b), government employees are not qualified to serve as election officers at the polling places. A communication was sent by Mr. James W. Davis, Deputy Director, Administrative Services, to inform Allegheny County staff and county workers of the poll worker rules and assignments for when they serve during the Nov 8, 2022 election. County employees failure to show up would be reprimanded. The two references mentioned are included in this email for your review.

In the meantime, I learned of an April 2022 court order authorized from Judge James gave Allegheny County permission to bypass Article VI and to fill poll worker vacancies with county employees. This court order was authorized before the 2022 Primary, and Judge James authorized this order with no need for the BOE to return for another order.

In conclusion, the point is the PA Code language clearly states no person employed by government, holding office, or appointed shall serve in this capacity. However, the BOE Solicitor Opsitnik crafted a court order to request Judge James authorization to override Article IV 402(b). This is a clear case where a judge's ruling has taken over the role of the rules set forth by the PA legislature. I respectfully submit that this mode of operation by Allegheny County cannot be allowed to continue. In the interest of We the People in order to ensure fair and free elections, the PA Code must not be ignored.

Thank you
Beth Conway

Document #1
"PENNSYLVANIA ELECTION CODE"
Act of Jun. 3, 1937, P.L. 1333, No. 320, Cl. 25
(to include Amendments)

ARTICLE IV "District Election Officers", Section 402(b)

(b), election officers shall be qualified registered electors of the district in which they are elected or appointed. No person shall be qualified to serve as an election officer who shall hold, or shall within two months have held, any office, appointment or employment in or under the Government of the United States or of this State or of any city or county or poor district, of any municipal board, commission or trust in any city, save only district justices, notaries public and persons in the militia service of the State; nor shall any election officer be eligible to any civil office to be voted for at a primary or election at which he shall serve, except that of an election officer.

"PENNSYLVANIA ELECTION CODE"

ARTICLE IV "District Election Officers", Section 402(b)

<https://www.legis.state.pa.us/WU01/LI/LI/US/HTM/1937/0/0320..HTM>

Document #2, James W Davis letter to Staff and County Workers

From: "Davis, James W." <[REDACTED]>

Good afternoon,

As you may know, the upcoming General Election on November 8th, 2022 is an all-hands-on-deck effort. Over the last two months, Department Directors have provided available employee lists to Elections management in order to staff all positions needed on Election Day.

You have been identified as someone who will work as a Poll Worker on Election Day. Your day will begin at 6am and typically ends on or about 9pm. **Please note that you will receive overtime pay at 2x your regular rate for all hours worked over the standard 8-hour shift.** Adequately staffing polling places is always a challenge, and it's not unique to just Allegheny County. We however are lucky enough to have capable staff that can be deployed as needed, which includes individuals such as yourselves, along with about 800 others working this election in some capacity.

As part of the poll worker bullpen, you will be relied upon to fill in at a polling precinct in the event that they are under-staffed. Some of you have been assigned to specific polling locations, but many have not and that's is OK (don't panic!). Most of you will be contacted over the next month, or the weekend of November 5th and 6th, Monday November 7th, or even on Tuesday the 8th (Election Day) morning if needed. Unfortunately, the Elections Division will not know how many people they will need until previously assigned poll workers and judges fail to pick up supplies or do not show up to open the polls in the days and hours leading up to Election Day.

To prepare you for what may come on Election Day, poll worker training has been made available to you online through ElectSure at <https://pollworkertraining.alleghenycounty.us/> Please use this link to sign up, making sure to use your county email while registering.

The online training is broken up into modules, each between 5-15 minutes long, so you don't have to dedicate yourself to reviewing it all at once. You can also revisit any portion you're not sure of whenever needed.

In-person training is also being conducted on the following days at the Frick Building located at 437 Grant St 3rd Floor Training Room.

October 19th 9:00 - 11:30 and 1:00 - 3:30

October 20th 9:00 - 11:30 and 1:00 - 3:30

We are asking that everyone sign up for one of the two types of training, either online or in-person. You do not need to do both.

As a general rule of thumb, on Election Day, you should dress as through you MAY work at the polls if you haven't been assigned yet. This means that you are well-rested, dressed in neat-casual or business casual clothing, and comfortable footwear. Dressing in layers is encouraged, as some polling places may be warm, others cold, others varying throughout the day. Most importantly, you may NOT wear any clothing or item, including stickers or buttons, that may be construed as campaign materials. It's a long day, so bring a cell phone charger, food and beverage if needed, and anything else you may need for the day. You are provided an hour break in the day, to do whatever you need to do (lunch, vote, etc.). If assigned, you are expected to work until the polls close, so plan accordingly.

Once you are assigned:

Please arrive at your polling location at 6am on Tuesday, November 8th. You do not need to call in to the Elections Office- just arrive at your precinct. If you are serving as a judge of elections, you will need to pick up your materials at the COB on Monday, November 7th. Your day ends when your poll is closed, and you leave (usually about 8:30 or 9pm). Judges may have additional time to return items to the regional center. Last but not least, if you do not show up for your scheduled location, it will be reported to the County Manager's Office and you will not be paid for the day and may face disciplinary action.

For those that are NOT assigned (yet):

Please be patient. Appointed and elected officers still have time to confirm their status. Often times County FTE are not assigned until the day before the election, after the no-show list is reviewed. You may receive a phone call or email to County email requesting that you work at a polling precinct on Election Day. Please know that if you decline, I have been instructed to report those names to the County Manager's Office. Come Tuesday Nov 8th, if you have not yet received an assignment, please plan on being available via phone at 6am that morning. Typically, as election clerks and judges start arriving at the polls, they will call the Elections Division to report missing staff. From there, the Elections staff will contact FTE from the bullpen via phone. Should you choose not to answer or decline, the same ramifications apply. While there are no promises, if you haven't received a call by 8:30am, you are probably not needed at the polls and can go on about your normal workday at your office. Please keep in mind that emergencies occur, and you may be asked to go to the warehouse to help, or go to a polling location later in the day.

Again, thank you in advance for your commitment and efforts to make November 8th a success.

James W. Davis C.P.E.

Deputy Director

Administrative Services

Phone: [REDACTED]

Email: [REDACTED]

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Pittsburgh, PA 15219

<https://www.alleghenycounty.us/>

Voye, David

From: Diane Schmitt <[REDACTED]>
Sent: Monday, May 1, 2023 11:33 PM
To: # Board of Elections
Subject: Written Comments for the May 3, 2022 BoE meeting record

Warning! This email was sent from an external source. Please be sure you recognize the sender and use caution when clicking on links and/or opening attachments.

To the Allegheny County Board of Elections-

Addressing the issue of Vulnerable Voters in Allegheny County

A significant portion of voting age residents in Allegheny County are housed in memory care and long term care facilities, attend a day group for the intellectually disabled, or live in a group home for special needs individuals. According to Senior Guidance.org, there are over 25 dementia care/Alzheimer's care facilities and 50 skilled/long term care facilities in Allegheny County. The voters in these facilities fall into the Vulnerable Voter category. Vulnerable Voters are especially susceptible to ballot tampering, particularly the residents who are cognitively impaired.

Facility vulnerabilities exist due to the lack of guidance and education on managing the voting process for this population. The lack of staff training, unmonitored assistance with ballot requests and/or ballot submission, lack of election board oversight, and the potential for remitting ballots of individuals who are mentally incapable of conscientious voting are all realities.

Tracking mail ballot requests for the May 16th Primary, I currently have identified 3 nursing home residents in my community who have received mail ballots as of April 20th, 2 of whom are mentally incapable of conscientious voting and the other who is questionable at best. Based on conversations with a former facility employee who assisted patients with their ballots, it is highly improbable that Assistance Declaration forms are completed & submitted in this facility.

Upon reviewing the Allegheny County Election Division website and finding nothing on this subject, I am requesting that the Board of Elections consider the following recommendations to protect the Vulnerable Voter population of our county:

1. Provide guidance for training facility administrators and staff on the criminal penalties for voting fraud and the laws that they must follow to protect residents from ballot fraud.
2. Provide guidance on protecting the chain of custody of mail ballots.
3. Provide guidance on protecting mail ballots from ballot harvesters/traffickers, some who present as helpful political figures in the community.

OR

Designate facilities, group homes, and day activity centers as polling locations, with interested employees, family, and/or community stakeholders being trained & authorized to assist Vulnerable Voters in casting their ballot. This scenario would be similar to over the counter voting, and should be accessible to certified poll watchers.

By working together and instituting best practices, Allegheny County can reverse its current notoriety and become a model of election integrity.

Thank You-
Diane L. Schmitt



Voye, David

From: [REDACTED]
Sent: Tuesday, May 2, 2023 9:51 AM
To: # Board of Elections
Subject: Board Meeting May 3rd Written comments
Attachments: Allegheny Elections Duplicate Ballots May 2 2023 v1.0.pdf

Warning! This email was sent from an external source. Please be sure you recognize the sender and use caution when clicking on links and/or opening attachments.

Please see attached report to be included for May 3rd board meeting written comments.

Thanks,
Matthew Van Bibber

[REDACTED]

Allegheny Elections Duplicate Ballots 2020

Report by Matthew Van Bibber on May 2nd, 2023

Contents

- Executive Summary..... 2
- Duplicate Ballots 2
- Ballot Count Evaluation..... 3
- Precinct Evaluation 3
- Conclusion..... 4
- Resources..... 4

Executive Summary

This report briefly covers some of duplicate ballot issues in the Allegheny County 2020 General Election. I was able to verify the data in this report through different independent sources that have acquired the data from Allegheny County for the 2020 General Election. There were a couple of reports that were put out in the media as well. I was able to confirm the findings in this report with some of the above provided ballot images/ballot CVRs and to review some of the data outlined in the (Allegheny supplement report – Speckin Forensics). While some may believe that 170 to 250 duplicate ballots reported may not be a cause for alarm, it should, as it can add thousands of extra votes that should not exist. This report will also show that outcomes in the elections can be changed because of duplicates.

A very well reported on similar issues like this happened in Humboldt County in 2008, where a group of citizens were able to review and scan the ballots. The citizens found over 197 ballots were removed from the counts without trace. The outcome, the county recognized the issue, vote reports were corrected/updated, the issues were corrected and the California's Secretary of State put out a statement on the issue.

Allegheny County Elections needs to provide written policy and procedures and have them published right away and reviewed by workers running the elections. This should include the steps to ensure ballots are not counted multiple or zero times. Election observers need enough access to verify that the procedures are being followed. Also, an investigation into what happened in the 2020 General Election so the policy and procedures can be updated to account for the issues found. A few political parties/citizens should be involved in the investigation process to reassure the voters that the correct actions will be taken.

The voters of Allegheny County respectfully look forward to the Board of Elections action to the resolution and process improvements to resolve the concerns noted in this document.

Duplicate Ballots

Here is a small list of some the ballot images(i) and CVRs(c), from the 2020 General Election, that I was able to look over. This list shows information on the duplicate ballots found and their scanned data. I will provide some printouts to the board for review, while speaking at the board meeting.

File	CVR	Ballot Image	Tabulator	Ballot ID	Ballot Type	Ballot Style	Party	Blank	Remaining
4751051.pdf	475,105	0415005900	Central Count - 8519110435	123268	ABSENTEE/MAIL IN	WHITE OAK DIST 7	PAPER WHITE OAK DIST 7 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4751021.pdf	475,102	0415005900	Central Count - 8519110435	123268	ABSENTEE/MAIL IN	WHITE OAK DIST 7	PAPER WHITE OAK DIST 7 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4751024.pdf	475,102	0415005977	Central Count - 8519110435	123202	ABSENTEE/MAIL IN	WHITE OAK DIST 7	PAPER WHITE OAK DIST 7 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4751241.pdf	475,124	0415009603	Central Count - 8519110435	123202	ABSENTEE/MAIL IN	WHITE OAK DIST 7	PAPER WHITE OAK DIST 7 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4758841.pdf	475,884	0415001810	Central Count - 8519110434	169137	ABSENTEE/MAIL IN	WHITE OAK DIST 7	PAPER WHITE OAK DIST 7 (Sheet Number 2)	Nonpartisan NO	Mail Votes
4759721.pdf	475,972	0415001967	Central Count - 8519110434	169137	ABSENTEE/MAIL IN	WHITE OAK DIST 7	PAPER WHITE OAK DIST 7 (Sheet Number 2)	Nonpartisan NO	Mail Votes
4759681.pdf	475,968	0415005476	Central Count - 8520050451	048655	ABSENTEE/MAIL IN	W HOMESTEAD DIST 3	PAPER W HOMESTEAD DIST 3 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4762384.pdf	476,238	0415005977	Central Count - 8520050451	048655	ABSENTEE/MAIL IN	W HOMESTEAD DIST 3	PAPER W HOMESTEAD DIST 3 (Sheet Number 1)	Nonpartisan NO	Mail Votes
47638671.pdf	476,386	0415005476	Central Count - 8520050451	231306	ABSENTEE/MAIL IN	W HOMESTEAD DIST 3	PAPER W HOMESTEAD DIST 3 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4763781.pdf	476,378	0415005918	Central Count - 8520050451	231306	ABSENTEE/MAIL IN	W HOMESTEAD DIST 3	PAPER W HOMESTEAD DIST 3 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4763701.pdf	476,370	0415005917	Central Count - 8520050451	231300	ABSENTEE/MAIL IN	W HOMESTEAD DIST 3	PAPER W HOMESTEAD DIST 3 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4764041.pdf	476,404	0415005918	Central Count - 8520050451	231300	ABSENTEE/MAIL IN	W HOMESTEAD DIST 3	PAPER W HOMESTEAD DIST 3 (Sheet Number 1)	Nonpartisan NO	Mail Votes
5070311.pdf	507,031	0415073995	Central Count - 8519110435	037255	ABSENTEE/MAIL IN	ROSS WARD 1 DIST 1	PAPER ROSS WARD 1 DIST 1 (Sheet Number 1)	Nonpartisan NO	Mail Votes
5070121.pdf	507,012	0415073998	Central Count - 8519110435	037255	ABSENTEE/MAIL IN	ROSS WARD 1 DIST 1	PAPER ROSS WARD 1 DIST 1 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4848881.pdf	484,888	0415041093	Central Count - 8519110435	244796	ABSENTEE/MAIL IN	PITTSBURGH WARD 24 DIST 3	PAPER PITTSBURGH WARD 24 DIST 3 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4856081.pdf	485,608	0415041090	Central Count - 8519110435	244796	ABSENTEE/MAIL IN	PITTSBURGH WARD 24 DIST 3	PAPER PITTSBURGH WARD 24 DIST 3 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4898911.pdf	489,891	0415041097	Central Count - 8519110435	244787	ABSENTEE/MAIL IN	PITTSBURGH WARD 24 DIST 5	PAPER PITTSBURGH WARD 24 DIST 5 (Sheet Number 1)	Nonpartisan NO	Mail Votes
4856211.pdf	485,621	0415040087	Central Count - 8519110435	247482	ABSENTEE/MAIL IN	PITTSBURGH WARD 24 DIST 5	PAPER PITTSBURGH WARD 24 DIST 5 (Sheet Number 1)	Nonpartisan NO	Mail Votes
6602411.pdf	660,241	0415001938	Central Count - 8520060465	361482	ABSENTEE/MAIL IN	PITTSBURGH WARD 24 DIST 5	PAPER PITTSBURGH WARD 24 DIST 5 (Sheet Number 1)	Nonpartisan NO	Mail Votes
6602741.pdf	660,274	0415003304	Central Count - 8519110434	361482	ABSENTEE/MAIL IN	PITTSBURGH WARD 24 DIST 5	PAPER PITTSBURGH WARD 24 DIST 5 (Sheet Number 1)	Nonpartisan NO	Mail Votes
6606671.pdf	660,667	0415001981	Central Count - 8520060465	361106	ABSENTEE/MAIL IN	MT LEBANON WARD 2 DIST 1	PAPER MT LEBANON WARD 2 DIST 1 (Sheet Number 1)	Nonpartisan NO	Mail Votes
6607521.pdf	660,752	0415001377	Central Count - 8520060465	361106	ABSENTEE/MAIL IN	MT LEBANON WARD 2 DIST 1	PAPER MT LEBANON WARD 2 DIST 1 (Sheet Number 1)	Nonpartisan NO	Mail Votes
6606631.pdf	660,663	0415001492	Central Count - 8520060465	344707	ABSENTEE/MAIL IN	DUQUESNE WARD 2 DIST 2	PAPER DUQUESNE WARD 2 DIST 2 (Sheet Number 1)	Nonpartisan NO	Mail Votes
6607511.pdf	660,751	0415001576	Central Count - 8520060465	344707	ABSENTEE/MAIL IN	DUQUESNE WARD 2 DIST 2	PAPER DUQUESNE WARD 2 DIST 2 (Sheet Number 1)	Nonpartisan NO	Mail Votes

It was reported that there were ~170 confirmed duplicates (Allegheny supplement report – Speckin Forensics) and an updated report that stated there were ~250 duplicate ballots. While these two

reports 170 to 250 duplicate ballots may not be a cause for alarm for some, it should, as it can add thousands of extra votes that should not exist.

Ballot Count Evaluation

The RTK provided files, show WHITE OAK DIST 7 had 920 ballots and WILKINS WARD 1 DIST 1 had 589 ballots. If this is compared to the official Scytl numbers from 2020 General Election one will see that it matches. **Note:** Just as long as the duplicate stays under the total voters for the precincts, ballots appear to be able to be remove or added without one knowing it happened.

results.enr.clarityelections.com/PA/Allegheny/106267/web.264614/#/turnout

ALLEGHENY COUNTY, PA		PRECINCTS REPORTING
RESULTS	MY FAVORITE RACES: ★ (0)	
WHITE OAK DIST 7	920	1,122 81.09%
WILKINS WARD 1 DIST 1	589	788 74.94%
WILKINS WARD 1 DIST 2	551	658 84.38%
WILKINS WARD 1 DIST 3	703	854 81.09%

Precinct Evaluation

Review of some of the duplicate ballots showed that the outcome for certain candidates did in fact change once duplicates were removed for some precincts. The attached screenshot shows changed outcomes, after duplicates were removed, orange shows where the outcome was changed to a tie, blue shows Connor winning the FRANKLIN PK WARD DIST 1, Yellow shows that Sean won HAMPTON DIST 12.

Precinct(Orange Tie, Blue Nick, Yellow Linda)	Nick	Linda	Difference
WHITEHALL DIST 2	248	246	2
PLEASANT HL DIST 2	233	234	1

Precinct(Orange Tie, Blue Connor, Yellow Sean)	Connor	Sean	Difference
FRANKLIN PK WARD 3 DIST 1	563	563	0
HAMPTON DIST 12	392	392	0

Note: These are examples of precincts switching based on duplicates. The numbers above are the actual official Scytl Election totals. Difference is difference of official Scytl numbers for candidate. The colors indicate which candidate won the Precinct or tied based on removing duplicates. Precincts are listed above because they did flipped or tied based on duplicates.

Duplicate ballots can change the outcomes when a precinct is conducting an election for a school board or another seat that may not get a lot of votes or is really close. One will find that this can matter down to the last few votes. A great example from 2021 would be "School Director Norwin" where candidates were only a few off, note Dana and Christine. If we look back to 2020 we can see where WHITE OAK DIST 7 had a few extra ballots that could of possibly flipped a seat like this, IF duplicate ballots would of occurred in 2021 as well. This also makes election stats, say for turn outs incorrect.

Candidate	Votes
REP Snayna Ilagan	12
REP Raymond Kocak	12
REP Alex Dettenell	11
REP Christine Baverio	10
DEM Dana Barvinczak Williams	6
DEM Candie McConnel Kuntz	6
DEM Brian S. Canton	6
DEM Rob Buravich	6
Write-in	0
Total	68

Conclusion

Allegheny County Elections needs to provide written policy and procedures and have them published right away and reviewed by workers running the elections. This should include the steps to ensure ballots are not counted multiple or zero times. Election observers need enough access to verify that the procedures are being followed. Also, an investigation into what happened in the 2020 General Election so the policy and procedures can be updated to account for the issues found. A few political parties/citizens should be involved in the investigation process to reassure the voters that the correct actions will be taken.

Resources

Citizens uncover errors in reporting in Humboldt County:

https://www.theregister.com/2008/12/09/diebold_software_glitch

<https://www.wired.com/2008/12/unique-election/>

<https://www.northcoastjournal.com/NewsBlog/archives/2008/12/04/election-results-wrong>

https://www.eac.gov/sites/default/files/eac_assets/1/6/Report_CA_SOS_Debra_Bowen_to_EAC_on_Diebold_Premier_March_2_2009--Original.pdf

Allegheny supplement report (Duplicate Ballots 2020 General Election – Speckin Forensics):

<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:e7a12422-3608-3bbf-9c56-119cfd1e31eb>

Other Links:

<https://www.wesa.fm/politics-government/2020-05-14/glitch-sends-duplicate-ballots-to-voters-but-system-prevents-double-voting-county-says>

<https://www.spotlightpa.org/news/2020/11/pa-midwest-direct-allegheny-county-wrong-ballots/>

Voye, David

From: M J Costello <[REDACTED]>
Sent: Tuesday, May 2, 2023 9:38 AM
To: # Board of Elections
Subject: Comments for Submission to the May 3, 2023 Board of Elections, Allegheny County, PA
Attachments: Screenshot_20230421_121658_Samsung Internet.jpg; FILE_7847.pdf; 2022-09-26-UMOVA-Overview.pdf; 14302-10-4.pdf; 14302-All-mail.pdf; KONNECH-MEMO-9-6-2022-1.pdf; Epstein Testimony.pdf

Warning! This email was sent from an external source. Please be sure you recognize the sender and use caution when clicking on links and/or opening attachments.

To: Board of Elections, Allegheny County, PA

Submissions to the Record of the May 3rd, 2023, Allegheny County Board of Elections Meeting:

Below are some of the many concerns, with supporting evidence, about our elections in Allegheny County, Pennsylvania.

1.

Unless this can be proven otherwise by our legislators, many Allegheny County residents are realizing that **our Elections have ZERO TRANSPARENCY** with the chain of custody of our ballots, and ZERO TRANSPARENCY with the reconciliation of ballot totals from in-person, mail-in, absentee, provisionals, voter rolls, etc. And, there is ZERO TRANSPARENCY with the overall reconciliation of the hundreds of paths from which our ballots are inserted into the NOT TRANSPARENT election machine.

This includes ballots from 1323+ precincts, an estimated 108 post offices delivering mail-ins, the county building OTC (drop box), the Provisionals, the Absentee and UMOVA ballots (many of which apparently have nothing to do with Military voters).

There have been ballot shortages, ballot misprints, ballots reissued due to errors, confirmed duplicate ballots counted and seemingly triple-counted ballots as well.

Not to mention the voter rolls and canvassing proving to be off by more than enough to change the outcomes of the elections.

This 9-minute video demonstrates the election process in Allegheny County:

<https://rumble.com/v1rt1lq-follow-my-ballot.html>

2.

Over half of Voters in America do not have confidence in our elections. This is bipartisan, and continues to be the number one concern of many voters. When will this large percentage of voters be acknowledged by our legislators, so that our free, fair, transparent and secure election procedures can be restored and ballots counted by WE THE PEOPLE?

https://www.rasmussenreports.com/public_content/politics/biden_administration/election_integrity_most_voters_suspect_fraud

<https://www.cartercenter.org/resources/pdfs/peace/democracy/election-integrity-and-voter-access-report-june-2021.pdf>

3.

The attached PDF is Dr Robert Epstein's testimony as to "**Why Google Poses a Serious Threat to Democracy, and How to End That Threat**".

This was presented to the United States Senate Judiciary Subcommittee - June 16, 2019

"In his famous departing speech in January, 1961, President Eisenhower warned about the possible rise of a "technological elite" that could control public policy without people's awareness (Epstein, 2016a, 2018c).

That elite now exists, and they have more power than you think. It's up to Congress to determine where we go from here.

In 2016, biased search results generated by Google's search algorithm likely impacted undecided voters in a way that gave at least 2.6 million votes to Hillary Clinton (whom I supported)."

Also, this link to his interview with Joe Rogan: https://www.youtube.com/watch?v=FbC-0F0_1AU

4.

Here is just some of what we know about the **actual rigs involved in our elections**:

<https://rumble.com/v2gagxg-show-this-video-to-your-country-officials-machine-rigging-exposed-in-90-mln.html>

And this too, is compelling: <https://2000mules.com/>

5.

Poll Chief and Konnech, regarding the world news about our personal data being sent to China? Contract with Konnech and Allegheny County attached.

Allegheny County Voters have been ignored on this topic for the last 18 months, until Poll Chief quietly disappeared for this upcoming 2023 Primary.

What program/software/process has taken its place, and what will be in place for future elections? Is Poll Chief and Konnech gone forever?

This month, "Konnech dismissed all pending defamation and unlawful computer access litigation against True the Vote, Inc, Catherine Engelbrecht, and Gregg Phillips in U.S.

District Court for the Southern District of Texas. The case number is 4:22-cv-03096. True the Vote issued this comment: "Konnech's litigation was meritless and intended to harass this organization. They have failed. We are evaluating our options with regard to holding them accountable for their unwarranted actions. We believe Konnech dismissed its lawsuit because it saw that it would lose." Detailed links:

https://gusquixote.substack.com/p/breaking-michigan-election-company?utm_medium=ios

<https://www.truethevote.org/true-the-vote-comments-on-konnechs-dismissal-of-defamation-litigation/>

<https://open.ink/konnech>

6.

Duplicate ballots proven, despite denial from Allegheny County Board of Elections:

<https://www.wesa.fm/politics-government/2020-05-14/glitch-sends-duplicate-ballots-to-voters-but-system-prevents-double-voting-county-says>

Filing by citizens:
Common Pleas of Allegheny County, PA, Civil Division
<https://dcr.alleghenycounty.us/Civil/LoginSearch.aspx>
SA22-342 and SA22-343 (Consolidated at SA22-343)

Thank you in advance for your attention to these grave concerns and continuing evidence
that our elections are NOT FREE AND FAIR,

Mary Jo Costello
Allegheny County, PA



Rasmussen Reports 

@Rasmussen_Poll · 7h

40% say it's important to prevent election cheating

50% say Mail-in voting makes it easier to cheat

48% say cheating affected some 2022 races

50% say state & election officials are ignoring widespread evidence of election fraud

And all of these responses are from Democrats.



REQUEST FOR EXECUTIVE ACTION
EA Title:8535 - Election Management Application - Award
Originating Department:Administrative Services

Run Date:10/13/2021

Page 1 of 1

<u>SEE DEPARTMENT AUTHORIZATION PAGE</u>		Est Cost: \$266,000.00
Contact: Erica Brandon	Ext:	Est Revenue:
Date Submitted By Agency: 10/12/2021		County Match:
Date Approved: 10/12/2021		Account coding provided on JDE Contract Form
Future Impact:		
Included In Budget: Yes	For: Capital	

Summary:
 Award contract in response to Specification Number 8535, Request for Proposal for Election Management Application.

Explanation:
 It is requested by Frank Alessio III, Chief Purchasing Officer, Division of Purchasing and Supplies, upon recommendation of Jason Ditzenberger, Chief Information Officer, Department of Information Technology, that approval be granted to award a contract to the most advantageous proposal received in response to Specification Number 8535, Request for Proposal for Election Management Application.

Said proposal was received from Konnech, Inc.

The period of contract shall be from October 1, 2021 to September 30, 2024 with two (2) renewals for one (1) year each.

# No.	Vendor	Project #	Contract Start date	Contract End Date	Ag #	Previous \$	Change \$	Amount \$	Fee
1	Konnech, Inc.		10/01/2021	09/30/2024		0.00	266,000.00	266,000.00	NO

Department	Department Director	Backup	Authorized	Department Authorized Date
Administrative Services	Ellen Allen		Yes - Approved by Department Director	Oct 12, 2021 3:49:20 PM

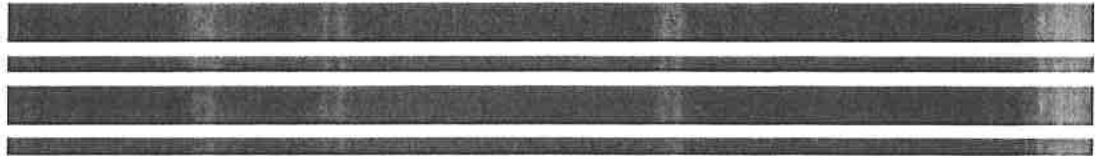
CC: Controller
 Law Department
 Budget & Finance

Approved as Submitted
 Denied

Certified and Sealed : **Electronically Approved**

William McKain
 County Manager

10/12/2021
 Date



CONTRACT FORM
COUNTY OF ALLEGHENY

Erin Nelson _____

OU # _____

Prepared by _____

OS # _____

(412) 350-1477 _____

OF # _____

Phone Number

Department Div. of Purchasing and Supplies

Vendor Konnech, Inc. **Vendor #** 2708819

Funder # _____
 (if revenue)

Year 2021

Executive Action No. 7135-21

	COST CENTER/JOB NUMBER	OBJECT/ACCOUNT #	SUBSIDIARY/COST CODE	AMOUNT
1	20044166	63010		\$266,000.00
2				
3				
4				
5				
6				
7				
8				
9				
10				
Contract Total				\$266,000.00

CONTROLLER'S OFFICE USE ONLY	
CONTRACTS SECTION	
AGREEMENT NO.	
BOX NUMBER	

CONTROLLER'S OFFICE USE ONLY	
CONTRACTS SECTION	
RECEIVED	
APPROVED	
POSTED	

AGREEMENT NUMBER: 263005

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT on the date below indicated.

FOR THE COUNTY OF ALLEGHENY:

DocuSigned by:
B William McKim
07CED7125D8E474...

Date 11/29/2021

County Manager

DocuSigned by:
E Frank Alessio III
7428E8D8E8E82459...

Date 11/29/2021

Chief Purchasing Officer

Approved as to Form:

DocuSigned by:
B Andrew Szefi
385E25DD3DF843B...

Date 11/29/2021

County Solicitor

DocuSigned by:
E Allan J Opsitnick
DC9A16281A39440...

Date 11/29/2021

Assistant County Solicitor

FOR THE SUPPLIER:

DocuSigned by:
B Eugene Yu
F1FAA95D58AE465...

Date 11/25/2021

Name: Eugene Yu

Title: President

SPECIFICATION# 8535
SUPPLIER: Konnech, Inc.
VENDOR NUMBER: 2708819
EXECUTIVE ACTION: 7135-21



This Agreement is:

- Paid by Voucher (OU)
- Paid by Voucher (OS)
- Revenue-Generating (OJ)
- Paid via Purchase Order (Item Master/PI)
 - 99999 Line
 - Item Numbers Assigned (See Contract Document)



KONNINC-01

CMIRACLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mason Insurance Agency, Inc 801 S. Cedar St. P.O. 68 Mason, MI 48854	CONTACT NAME: Mark Harless PHONE (A/C, No, Ext): (517) 676-5534 FAX (A/C, No): (517) 676-2492 E-MAIL ADDRESS: mharless@masoninsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford NAIC # 29424 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Konnech, Inc 4211 Okemos Rd Ste 384 Okemos, MI 48864	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	84SBAPG6501	4/16/2021	4/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			84SBAPG6501	4/16/2021	4/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBAPG6501	4/16/2021	4/16/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			84WECBQ9668	4/16/2021	4/16/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Dishonesty			84SBAPG6501	4/16/2021	4/16/2022	Emp Dishonesty \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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KONNINC-01

LLUCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER David Chapman Agency, Inc. P.O. Box 30109 Lansing, MI 48909	CONTACT NAME: PHONE (A/C, No, Ext): (517) 321-4600	FAX (A/C, No): (517) 321-9443	
	E-MAIL ADDRESS:		
INSURED Konnech Inc 4211 Okemos Rd. Ste 3 Okemos, MI 48864	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Beazley Insurance Company		37540
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Insurance			VG00003091AB	4/1/2021	4/1/2022	Each Claim Limit 2,000,000
A	Cyber Insurance			VG00003091AB	4/1/2021	4/1/2022	Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Media, Tech, Data & Network Liability Limits per Cyber Liability Policy # VG00003091AB:

Tech & Professional Services E&O Liability Limit: \$2,000,000 (\$10,000 Retention each claim)
Tech Product Liability Limit: \$2,000,000 (10,000 Retention each claim)
Media Liability Limit: \$2,000,000 (\$10,000 Retention each claim)
Data & Network Liability Limit: \$2,000,000 (\$10,000 Retention each claim)

CERTIFICATE HOLDER

CANCELLATION

Allegheny County
PA 542 Forbes Ave
Pittsburgh, PA 15219

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com														
INSURED Konnech Inc. 4211 Okemos Rd Suite 3 Okemos, MI 48864	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hiscox Insurance Company Inc	10200	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hiscox Insurance Company Inc	10200														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">PER STATUTE</th> <th style="width: 50%;">OTH-ER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Professional Liability	N		UDC-4438119-EO-21	03/13/2021	03/13/2022	Each Claim: \$ 3,000,000 Aggregate: \$ 3,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Allegheny County, PA 542 Forbes Ave. Pittsburgh PA 15219	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SERVICES AGREEMENT

This Services Agreement dated as of November 1, 2021, in accordance with Allegheny County Executive Action Number 7135-21 as approved on October 12, 2021, is by and between the County of Allegheny (hereinafter "the County"), a political subdivision of the Commonwealth of Pennsylvania, and Konnech, Inc. (hereinafter "the Supplier"), a corporation incorporated under the laws of Michigan.

RECITALS

WHEREAS, the Supplier is in the business of providing certain services as further described herein; and

WHEREAS, the Supplier desires to provide and the County desires and deems it necessary in the public interest to use certain services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, County is desirous of contracting with Supplier, as County has selected Supplier as the most advantageous supplier after a request for proposal and proposal review process; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1 CERTAIN DEFINITIONS

- 1.1 "Agreement" shall mean this Services Agreement, including the main body of this Agreement and Attachment A.
- 1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers' compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.
- 1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Supplier's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.
- 1.4 "Services" shall mean any services or other duties to be performed by Supplier hereunder including, without limitation, all services and duties described in Section 2 and Attachment A.

- 1.5 "Unemployment Insurance" shall mean the contribution required of Supplier, as an employer, in respect of, and measured by, the wages of its employees (or Subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.
- 1.6 "The RFP" shall refer to County's Request for Proposal for Election Management Application, Specification Number 8535, and all subsequent Bulletins pertaining to and referenced by same Specification Number.
- 1.7 "Proposal" shall refer to Supplier's proposal submitted in response to the RFP, dated June 30, 2021.

ARTICLE 2 AGREEMENT TO PROVIDE SERVICES

- 2.1 Supplier hereby agrees to provide the County as the County may from time to time designate, such Services as the County may require, all in accordance with and subject to the terms, covenants and conditions of this Agreement. The County agrees to use these Services in accordance with and subject to the terms, covenants and conditions of this Agreement.
- 2.2 Notwithstanding any other provision of this Agreement to the contrary, the County shall have no obligation to request, order, or purchase any Services hereunder. Without limiting the generality of the foregoing, the actual quantity of Services to be used hereunder shall be determined by the County in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that the County may use or procure, at its sole discretion, services which are identical or similar to the Services described in this Agreement from any third party.
- 2.3 During the Term of this Agreement, Supplier shall provide the County services as described in Attachment A.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall commence on October 1, 2021 and shall expire on September 30, 2024 with two (2) renewals for one (1) year each, subject to any earlier termination as provided herein.
- 3.2 Notwithstanding anything to the contrary contained in this Agreement, the County may terminate this Agreement at any time with or without cause by providing to Supplier no less than ninety (90) days prior written notice of termination.
- 3.3 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within fifteen (15) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 PAYMENT

- 4.1 Prices are as stated on Attachment A. Unless Attachment A expressly provides otherwise, the prices for Services shall remain fixed during the entire Term of this Agreement and shall not be increased as a result of the quantity for Services provided, or for any other reason.
- 4.2 The total amounts due under this Agreement shall not exceed two-hundred sixty-six thousand dollars (\$266,000.00). County shall have no right to require and Supplier shall have no obligation to provide any product or perform any services after the amount paid by County to Supplier pursuant to this Agreement equals the aforesaid total sum, unless and until by Amendment to this Agreement the parties agree on an increased sum.
- 4.3 Except as specifically set forth in this agreement or on Attachment A hereto, County shall not be responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provision of the Products or Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”). Supplier may request travel or on-site personnel needs be reimbursed by the County, only after the County’s pre-authorization in writing, to include itemized estimates. To the extent that Attachment A expressly requires County to reimburse Supplier for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A hereto, County shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by County; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that County may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Supplier to utilize suppliers or service providers prescribed by County, which may include suppliers or service providers which are affiliated with County.

ARTICLE 5 INDEMNIFICATION

- 5.1 Supplier agrees that it shall indemnify, defend and hold harmless County and its respective officials, directors, employees and agents (collectively, the “Indemnities”), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney’s fees), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Supplier in or pursuant to this Agreement, (ii) any failure by Supplier to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Supplier, any subcontractor of Supplier, or any of their respective employees, agents or contractors, (iv) any failure of Supplier, its subcontractors, or their respective employees to comply with any

Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier under this Agreement or Supplier's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance; or (vii) any claim alleging that the Products, the Services or any part thereof infringe any patent, copyright, trademark, trade secret or other intellectual property interest in any country. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the negligence or willful misconduct of County or its officials, directors, employees, agents or contractors. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 6 COMPLIANCE WITH LAWS

6.1 Supplier agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, Supplier shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at Supplier's expense, secure and maintain in full force during the Term of this Agreement, any and all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Law in connection with the performance of the Services. At the County's request, Supplier shall provide to the County copies of any or all such licenses, permits, approvals, authorizations, registration and certificates.

ARTICLE 7 PUBLICCOUNTY / CONFIDENTIALITY

7.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of County. Supplier shall not in any advertising, sales materials or in any other way use any of the names or logos of County without the prior written approval of County.

7.2 Any knowledge or information which Supplier or any of its affiliates shall have disclosed or may hereafter disclose to County, and which in any way relates to the Products or Services covered by this Agreement shall not, unless otherwise specifically agreed to in writing by County, be deemed to be confidential or proprietary information, and shall be acquired by County, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 8 EXAMINATION OF FINANCIAL RECORDS

8.1 Supplier shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of this Agreement.

The Supplier shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The Supplier shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. Supplier's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of ~~three (3) years~~ following the termination of this Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Supplier's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Supplier, to the County's sole satisfaction, within thirty (30) days after the Supplier's receipt of written notice of such deficiencies. Failure of the Supplier to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the County's sole discretion, may result in the County withholding future payments.

ARTICLE 9 REQUIREMENTS OF TIME

9.1 TIME IS OF THE ESSENCE WITH RESPECT TO THE SERVICES PROVIDED. If Supplier for any reason anticipates difficulty in complying with the required services, or in meeting any of the other requirements hereunder, Supplier shall promptly notify the County in writing.

ARTICLE 10 RELATIONSHIP OF PARTIES.

10.1 Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of County. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Supplier and County. Neither party has the power or authority to bind or commit the other.

ARTICLE 11 NOTICES

11.1 All notices, required or permitted to be given or made in this Agreement shall be in writing. Writing shall include mail, email, and fax communications. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to the County:
Chief Purchasing Officer
County of Allegheny, Division of Purchasing and Supplies
542 Forbes Avenue, Room 201

Pittsburgh, PA 15219

If to Supplier:

Yugene Yu, President
Konnech Inc.
4211 Okemos Road, Okemos, MI 48864

11.2 Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

ARTICLE 12 FORCE MAJEURE

12.1 Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries, which have been suspended, shall not be required to be made up on the resumption of performance.

ARTICLE 13 WAIVER

13.1 No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

ARTICLE 14 PIGGYBACKING

14.1 The Supplier agrees to make the products and services of this contract available to the Councils of Government, Municipalities and School Districts within Allegheny County at the prices, terms, and conditions set forth herein.

14.2 The Supplier agrees to make the products and services of this contract available to all political subdivisions and authorities of the Commonwealth of Pennsylvania at the terms and conditions set forth herein.

ARTICLE 15 PARTIES BOUND; ASSIGNMENT

15.1 This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Supplier without the prior written consent of the County. Supplier shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of the County.

ARTICLE 16 SEVERABILITY

16.1 To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 17 INCORPORATION; ENTIRE AGREEMENT

17.1 All the provisions of Attachment A are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in Attachment A, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

17.2 The RFP and the Proposal are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict or inconsistency between the RFP, the Proposal, or the Agreement, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the documents shall prevail and apply in the following order of priority:

- (a) The Agreement; then
- (b) The RFP; then
- (c) The Proposal.

17.3 This Agreement (including all incorporated documents) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes

any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 18 **HEADINGS**

18.1 Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 19 **MODIFICATIONS**

19.1 Except as may be expressly provided otherwise herein, this Agreement may be modified or amended only by a writing executed by both parties hereto.

ARTICLE 20 **REMEDIES**

20.1 Any right or remedy of Supplier or the County set forth in this Agreement shall not be exclusive, and, in addition thereto, Supplier and the County shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 21 **GOVERNING LAW**

21.1 This Agreement shall be governed by and interpreted in accordance with the laws of Pennsylvania without regard to its choice of law provisions. Any disputes arising that cannot be settled in the normal course of business shall be litigated in a court of competent jurisdiction located in Allegheny County, Pennsylvania.

Attachment A

Pricing and Description of Services

SCOPE OF CONTRACT

Description of Modules

PollChief® Election Logistic Modules

1. PollChief® Platform Management System (PPMS) - Election Location
2. PollChief® Workforce Management (PWMS) - Election Workers
3. PollChief® Asset Management System (PAMS) - Election Assets
4. PollChief® Campaign Finance System (PCFS) - Candidate Nominations
5. Online Election Worker Self-Service Portal with Online Worker Application (PRTL)

Recommended Software and Devices

Most current browsers which are compatible with the Microsoft.Net programming technologies (e.g., Google Chrome, Mozilla Firefox)

All personal computers with internet access (Dell or comparable standard desktops and laptops)

Barcode scanners (Symbol Technology Models LS2208 and remote scanners connecting to Smartphone)

Plain paper printers for printing barcode labels (Desktops are HP LaserJet Pro 400; others are RICOH models: C2525, 4500, C811DN, C7501, etcetera.)

Hosting Service

Konnech currently leases a full server cabinet from a telecommunications company with data and T1 PRI service located at the Lansing Metro Datacenter (1800 N. Grand River Ave., Lansing, MI 48906), and also backs up the data at the Server Farm at 4211 Okemos Road, Okemos, MI 48864, which is about a 30-minute driving distance between these two locations.

Konnech's Production environments are hosted on the Microsoft Azure Cloud.

The Lansing Metro Datacenter offers us direct connection to multiple backbone connections and our traffic will get to its destination quickly and efficiently.

The datacenter is double hulled, essentially a building within a building complete with a redundant roof. A highly secure and controlled environment featuring on site 24-hour, 365 days a year operations and resilient power systems backed by APC UPS's, generator, air conditioning and comprehensive physical security.

Exhibit D: Fees, Milestones, and Payment Schedules

Fee Schedule

Initial Term--Installation of Completed System including design, training, implementation, data conversion, and hosting	\$ <u>179,000</u> one-time charge
Annual Renewal Term Fee—License & Use Fee Renewal, Support, Maintenance, and hosting	\$ <u>29,000</u> per year

Milestone Schedule

Milestone 1	50%	Completion of Test environments for Allegheny County's use for development, gap analysis, and training.
Milestone 2	30%	Successful deployment to Live environment for Allegheny County's use of: <ul style="list-style-type: none"> • Platform module • Worker module • Worker portal
Milestone 3	20%	Successful deployment to Live environment for Allegheny County's use of: <ul style="list-style-type: none"> • Asset module • Candidate module

Fees are paid in accordance with the County's payment terms of Net 30 Days. Invoices must be submitted and itemized as to service, quantity, part number, description, and applicable discount (if any). In addition, invoices must reference the Allegheny County Contract Number. The consultant shall submit invoices via email in PDF format to po.invoices@alleghenycounty.us

1. Disputes

1.1. Resolution of disputes

1.1.1. Neither party may commence court proceedings or action against the other party under or in connection with this Agreement (other than where urgent interlocutory relief is required) unless it has first attempted to resolve the dispute under this clause 6 of Exhibit E.

1.2. Dispute notice

1.2.1. Either party may give the other a notice in writing (dispute notice) setting out the details of the dispute.

1.2.2 Within 5 Business Days after the date on which a party gives the other party a dispute notice (dispute notice date), representatives of the parties must meet and use reasonable endeavors to resolve the dispute.

1.2.3. If the dispute is not resolved under clause 5.2.2, the dispute must be referred to

each party's senior executive officer (or their equivalent officer or nominee) for resolution.

1.3. Mediation

1.3.1. If the dispute cannot be resolved between the parties respective senior executive officers, the dispute must be referred to mediation and:

- a) The mediation will be conducted in Pennsylvania;
- b) The parties will jointly appoint the mediator, or if the parties cannot agree on the mediator within 5 Business Days of referral to mediation, the Pennsylvania Bar Association will determine the mediator;
- c) The parties may be legally represented at the mediation; and
- d) Each party will bear its own costs concerning the mediation and will bear the costs of the mediation venue and the mediator equally.

1.3.2. If the mediation does not resolve the dispute, either party may commence any other form of action to resolve the dispute, including court proceedings.

1.4. Continued performance

1.4.1. Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this Agreement to the extent practicable having regard to the nature of the dispute, unless the parties agree otherwise in

System Service and Support Service Levels

1) Maintenance and Scheduled Downtime

The COUNTY acknowledges that the System is a web-based system hosted on third party infrastructure. Whilst Konnech will use commercially reasonable efforts to minimize interruptions to the COUNTY'S use of the System, there may be instances where the System is unavailable for the purpose of routine scheduled maintenance, or because of unexpected Defects.

Konnech will provide COUNTY with as much prior notice as is reasonably possible for any routine schedule maintenance which may impact the COUNTY's use of the System.

2) Severity Level Definitions

Severity Level	Description
Severity 1 (Emergency)	Failure in the operation of the SaaS to meet the Specifications when used in the production environment which causes the SaaS to materially cease operation or otherwise severely impedes the access to or use of a core function or feature of the SaaS to the extent the Customer is unable to carry on its business.
Severity 2 (Critical)	Failure in the operation of the SaaS to meet the Specifications when used in the production environment which causes the SaaS to lose a material portion of its functionality or features critical to the Customers' ability to conduct business.

	Failure in the operation of the SaaS to meet the Specifications when used in a non-production environment which causes the SaaS to material cease operation.
Severity 3 (Normal)	Failure in the operation of the SaaS to meet the Specifications when used in any environment where the SaaS is operational, but a technical issue exists that needs to be resolved as soon as practical.
Severity 4 (Low)	Any other Incident, error, query or failure which is less severe than an Incident Severity Level 3, including for example misspelt error messages and Documentation errors not requiring a rapid turnaround.

(a) Defects raised with the SaaS and any Customizations will be prioritized for triage and resolution in accordance with the following definitions:

3) Rectification of Defects

a) General Service Rectification Schedule

Severity Level	Response Target	Fix Target	Service Resolution
Severity 1 (Emergency)	1 hour	12 hours	As soon as possible
Severity 2 (Critical)	4 hours	24 hours	1 to 2 Business Days
Severity 3 (Normal)	6 hours	3 Business Days	5 Business Days
Severity 4 (Low)	1 Business Day	5 Business Days	2 Weeks

b) Election Period Service Rectification Schedule

i) The table below will be used for escalation of issues E-120 days.

Severity Level	Response Target	Fix Target	Service Resolution
Severity 1 (Emergency)	30 minutes	1 - 2 hours	As soon as possible
Severity 2 (Critical)	1 hour	2 - 5 hours	As soon as possible
Severity 3 (Normal)	5 hours	1 Business Day	5 Business Days
Severity 4 (Low)	1 Business Day	5 Business Days	2 Weeks

The following meanings apply for the interpretation of the above table:

“**Severity Level**” is defined in section 1(a) of this Exhibit.

“**Response Target**” means the time elapsed between the time (a) the COUNTY reports the Defect to Konnech; or (b) Konnech identifies the Defect (as applicable), and the time Konnech provides a response to the COUNTY (either via phone or email) confirming receipt of the Defect notification and advising an estimated to workaround or fix.

“**Fix Target**” means the elapsed time between the time (a) the COUNTY reports the Defect to Konnech; or (b) Konnech identifies the Defect (as applicable), and the time Konnech provides a fix to correct the Defect or otherwise provide a workaround.

“**Service Resolution**” means the target for the date which Konnech will apply to the COUNTY’s Live site the fix or workaround for the Defect.

4. Exclusions

Konnech is not in breach of its obligations to provide the System, and is not responsible for any failure to meet the Service Levels, to the extent that the breach or failure arises because of:

- (a) any failure of the COUNTY to comply with its obligations under this Agreement;
- (b) a failure of the COUNTY to ensure that its systems and network complies with the minimum system requirements for use of the System;
- (c) a Defect which is attributable to changes made by the COUNTY not in accordance with the Documentation or agreed with Konnech;
- (d) any failure of a component or input supplied by the COUNTY (if any);
- (e) damage or unavailability caused by the use of the System by the Customer other than in accordance with the Documentation and this Agreement;
- (f) a Force Majeure event or any other event or circumstance outside the reasonable control of Konnech which could not have been prevented or avoided by Konnech by reasonable diligence or reasonable precautions.

Where Konnech, acting reasonably, determines that any breach or failure arises as a result of circumstances set out above, then if the COUNTY requests Konnech to remedy the breach or failure, Konnech is entitled to charge the COUNTY for the costs and expenses (calculated using Konnech’s rates set out in Exhibit D) that arise out, of or in connection with identifying and attempting to remedy that breach or failure.

Customizations Scope of Work Request Document

Konnech ID:					
JIRA #:					
Requested Customization		Function/Feature		Design/Layout	Major
					Minor
Is this customization in connection to a current or previous request?		Yes, please list the JIRA #(s) below:			
		No			
Requester Details	Name	Position		Contact Phone	
Statement of Customization Provide a brief description of the requested change					
Date of Request	Date Request Needed	Browser/Platform (if applicable)	Module(s) for customizing		
Problem Path:	<i>Please use the "Module --> Tab--> Problem" format.</i>				
Description of Customization Provide a detailed description of the current problem, including images, and the circumstances leading to the requested change, and how the end customization should function.					

Certificate Of Completion

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Source Envelope:
Document Pages: 60
Certificate Pages: 6
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Envelope Stamping: Enabled
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Status: Sent

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Erin Nelson
542 Forbes Ave
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Pittsburgh, PA 15219
Erin.Nelson@AlleghenyCounty.US
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Eugene Yu
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President
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Signature

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Eugene Yu
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Allan J Opsitnick
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Carahsoft obo County of Allegheny*
Signing Group: ADM ASST Solicitors
Security Level: Email, Account Authentication (None)

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Allan J Opsitnick
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Frank Alessio III
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Security Level: Email, Account Authentication (None)

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Frank Alessio III
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Erin Nelson
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Electronic Record and Signature Disclosure:
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Signer Events

Jamie Mandrier
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Carahsoft obo County of Allegheny*
Signing Group: Law Admin Review
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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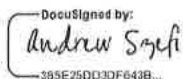
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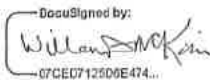
Marie Weber
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Allegheny County
Signing Group: County Manager Admin Review
Security Level: Email, Account Authentication (None)
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William McKain
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County Manager
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Electronic Record and Signature Disclosure:
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ADM Hold

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Allen
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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events

Aaron Brown
AaronB@konnech.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Signature

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Envelope Summary Events

Envelope Sent

Status

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Timestamps

11/4/2021 8:19:46 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

Parties agreed to: Eugene Yu

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Allegheny County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Allegheny County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: EarlEd.Rice@AlleghenyCounty.US

To advise Allegheny County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at servicedesk@alleghenycounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Allegheny County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Scott.McCloskey@AlleghenyCounty.US and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Allegheny County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to EarlEd.Rice@AlleghenyCounty.US and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Allegheny County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Allegheny County during the course of your relationship with Allegheny County.

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Supplemental Document Pages: 2

Certificate Pages: 2

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EnvelopeId Stamping: Enabled

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Signatures: 0

Initials: 0

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542 Forbes Ave

Room 621

Pittsburgh, PA 15219

Erin.Nelson@AlleghenyCounty.US

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Signer Events

Kimberly Ragano

kimberly.ragano@alleghenycounty.us

Carahsoft obo County of Allegheny*

Signing Group: Controller Signing Group

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Electronic Record and Signature Disclosure:

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Supplemental Documents:

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Read: Not Required

Accepted: Not Required

Viewed: 11/30/2021 6:56:35 AM

Read: Not Required

Accepted: Not Required

BRAD KORINSKI

brad.korinski@alleghenycounty.us

Allegheny County

Signing Group: Controller Legal

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Agent Delivery Events

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Intermediary Delivery Events

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Certified Delivery Events

Status

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Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events**Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

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Payment Events**Status****Timestamps**



Overview of the Uniform Military and Overseas Voters Act (UMOVA)

Date: September 26, 2022

Version: 1.0

Background

The federal Uniformed and Overseas Citizens Absentee Voting Act of 1986 (UOCAVA) requires that states and territories allow military and overseas citizens to register and vote by absentee ballot in elections for Federal offices. Additionally, in 2009, Congress passed the Military and Overseas Voter Empowerment Act (MOVE), which amended UOCAVA to establish new voter registration and absentee ballot procedures which states must follow in all federal elections. These federal laws, however, do not apply to state and local elections.

To address this issue, the Pennsylvania General Assembly passed the **Uniform Military and Overseas Voters Act (UMOVA)**, which was signed into law on October 24, 2012. UMOVA extends to state and local elections the accommodations and protections for military and overseas voters found in federal law. UMOVA applies to all elections conducted in Pennsylvania and helps to ensure compliance with UOCAVA and MOVE.

Below is a helpful overview of UMOVA, including important information on who is covered under UMOVA and the requirements for compliance with UMOVA. Statutory references are also included for convenience.

Who is covered under UMOVA?

Covered voters include all the following:

- (1) A uniformed-service voter who is registered to vote in the Commonwealth;
- (2) An overseas voter who is registered to vote in the Commonwealth;
- (3) A uniformed-service voter who is not registered to vote in the Commonwealth but who otherwise satisfies the voter eligibility requirements of this Commonwealth; and
- (4) An overseas voter who is not registered to vote in the Commonwealth but who otherwise satisfies the voter eligibility requirements of this Commonwealth.

See 25 Pa.C.S. § 3502.

NOTE: UMOVA does not cover federal voters. Federal voters are covered by UOCAVA alone. Federal voters can only vote for federal offices (President, Vice President, U.S. Senator, and Representative in Congress). Please refer to the Department of State's Guidance on Federal Voters Under UOCAVA for more detailed information on federal voters.

Who is a Uniformed-Service Voter?

A uniformed-service voter is a qualified elector who is one of the following:

- (1) A member of the active or reserve components of the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States who is on active duty;
- (2) A member of the United States merchant marine, the Commissioned Corps of the Public Health Service of the Department of Health and Human Services or the Commissioned Corps of the National Oceanic and Atmospheric Administration of the United States;
- (3) A member on activated status of the National Guard or Pennsylvania National Guard.
- (4) A spouse or dependent of an individual referred to in (1), (2), or (3); or
- (5) A veteran of a uniformed service (see 1, 2 and 3 above) who is bedridden or hospitalized due to illness or physical disability.

See 25 Pa.C.S. § 3502.

NOTE: The inclusion of a bedridden or hospitalized veteran of a uniformed service (5, above) is unique to UMOVA, as this voter is not covered under UOCAVA.

Who is an overseas voter?

An overseas voter is an individual who possess all the qualifications for voting in this Commonwealth (or who, by the next ensuing election, obtains all the qualifications) who is outside the United States. See 25 Pa.C.S. § 3502.

What elections are covered by UMOVA?

General elections, municipal elections, special elections, and primary elections held in the Commonwealth. See 25 Pa.C.S. §§ 3502, 3508(a).

How do you become a covered voter?

To receive the benefits of a covered voter under UMOVA, the voter must inform the appropriate county board of election of their status as a covered voter. Methods of informing the appropriate county election board include all of the following:

- (1) The use of a Federal Post Card Application (FPCA) or a Federal Write-In Absentee Ballot (FWAB);
- (2) The use of an overseas address on an approved voter registration application or ballot application; and
- (3) The inclusion on an approved voter registration application or ballot application of other information sufficient to identify the voter as a covered voter.

See 25 Pa.C.S. § 3506(e).

Are covered voters required to register to vote?

Yes, covered voters who wish to vote in an election must be registered to vote in the Commonwealth by the voter registration deadline in the Election Code. However, neither an active uniformed-service voter nor a veteran of a uniformed service who is

bedridden or hospitalized due to illness or physical disability is required to register to vote. See 25 Pa.C.S. § 3505(a).

How can a covered voter register to vote?

Covered voters may register to vote in-person at their county board of elections, by mail using a Voter Registration Mail Application (VRMA) or any other method prescribed by Pennsylvania law.

Additionally, a covered voter may use the FPCA to register to vote and apply for a military-overseas ballot at the same time. See 25 Pa.C.S. § 3505(b)(1).

A uniformed-service voter may use the FWAB to register to vote and to vote at the same time. See 25 Pa.C.S. § 3505(b)(2).

What is a military-overseas ballot?

A military-overseas ballot includes all the following:

- (1) FWAB;
- (2) A special write-in absentee ballot;
- (3) A ballot specifically prepared or distributed for use by a covered voter in accordance with UMOVA; and
- (4) A ballot cast by a covered voter in accordance with UMOVA.

See 25 Pa.C.S. § 3502.

How do you apply for a military-overseas ballot?

Covered voters who are registered to vote in the Commonwealth may apply for a military-overseas ballot using either an absentee ballot application or the FPCA. See 25 Pa.C.S. § 3506(a).

Covered voters who are not registered to vote in the Commonwealth may use a FPCA to both register to vote and apply for a military-overseas ballot simultaneously. See 25 Pa.C.S. § 3506(b).

A uniformed-service voter may use the FWAB to apply for a military-overseas ballot and vote at the same time. See 25 Pa.C.S. § 3506(d).

When can covered voters apply for a military-overseas ballot?

A covered voter may apply for a military-overseas ballot at any time prior to an election. See 25 Pa.C.S. § 3507(a).

May a covered voter make a standing request?

Yes, a county board of elections must provide a military-overseas ballot to a voter who makes a standing request for each applicable election. An application for a military-overseas ballot for a primary election must be considered a standing request for a

military-overseas ballot for a special election, a general election or a municipal election, occurring subsequently to the primary election in the same calendar year. However, an application for an election that occurs prior to a primary, for example a special election, is not considered a standing request for subsequent elections in the same calendar year. See 25 Pa.C.S. § 3507(b).

When are counties required to transmit military-overseas ballots?

The counties must begin to transmit a ballot and balloting materials to all covered voters not later than 45 days before the election, who by that date submit a valid military-overseas ballot application. Because the 45th day before the election falls on a Saturday, Sunday or holiday, the ballots and balloting materials must be transmitted not later than the business day preceding the 45th day. See 25 Pa.C.S. § 3508(a)(1). *HOWEVER, in federal elections years, even though the 45th day falls on a Saturday, the U.S. Department of Justice interprets UOCAVA to require that ballots and balloting materials be sent on Saturday for any voters whose applications are received on that date.*

For covered voters in extremely remote or isolated areas, the counties must begin to transmit a ballot and balloting materials not later than 50 days before a primary election and not later than 70 days before a general or municipal election, to those voters who by that date submit a valid military-overseas ballot application. If the 50th or 70th day falls on a Saturday, Sunday or holiday, the ballots and balloting materials must be transmitted on the business day preceding the 50th and 70th day, respectively. See 25 Pa.C.S. § 3508(b)(1).

How do counties transmit ballots?

A covered voter may request the means of transmission for their ballot and balloting materials, including by mail or by internet delivery. See 25 Pa.C.S. § 3508(c).

What are the requirements for transmitting ballots to applicants who apply after the county begins transmitting ballots?

Ballot applications from covered voters received by county boards of election after the transmission of ballots begins (See **When are the counties required to transmit military overseas ballots?** above) must transmit a ballot and ballot materials to the voter not later than 48 hours after the application is *received*. See 25 Pa.C.S. § 3508(d).

NOTE: UMOVA requires transmission of ballots within 48 hours after the application is RECEIVED, whereas UOCAVA (52 U.S.C. § 20302(a)(8)(B)) requires that the county board of elections deliver or mail the ballot within 48-hours after APPROVAL OF THE APPLICATION.

When must ballots be cast by covered voters to be timely?

To be valid, the voter must submit the ballot for mailing or other authorized means of delivery *not later than 11:59 P.M.* the day before the election. See 25 Pa.C.S. § 3509(2).

A military-overseas ballot delivered by the voter, in-person, to the appropriate county board of elections no later than the close of the polls on Election Day, is also valid. See 25 Pa.C.S. § 3509(1).

What is the deadline for the county board of elections to receive a voted ballot?

A valid military-overseas ballot (refer to **When must ballots be cast by voters to be timely?** above) must be delivered to the appropriate county board of elections by 5 p.m. on the seventh (7th) day following the election, to be counted. See 25 Pa.C.S. § 3511(a).

Are there any postmark requirements?

No, provided that, at the time of completing the military-overseas ballot and balloting materials, the voter declared under penalty of perjury that the ballot was timely submitted, the ballot may not be rejected on the basis that it has no postmark, an unreadable postmark or no postmark. See 25 Pa.C.S. § 3511(b).

Are there any notice requirements?

Yes, county boards of elections must facilitate voting with the FWAB by making available to covered voters a list of the offices and issues to be voted on at the upcoming election. The election notice must be prepared at least 90 days before an election and posted to the county board's website. See 25 Pa.C.S. § 3514. County boards must update the 90-day notice as soon as the county obtains a list of candidates from the Secretary of the Commonwealth (i.e., no later than 70 days before the election) and must continue to update the notice if changes to the ballot occur. See 25 Pa.C.S. § 3514(c).

###

Version	Date	Description
1.0	9.26.2022	Conversion of county memo into guidance form

Konnech President Eugene Yu arrested in Los Angeles County

From Christine Brim <christinebrim@protonmail.com>

To Udeshi, Ravi K<Ravi.Udeshi@fairfaxcounty.gov>, Spicer, Eric<Eric.Spicer@fairfaxcounty.gov>, Henzel, Christopher<Christopher.Henzel@fairfaxcounty.gov>, Andi Bayer<apmjt.bayer@verizon.net>, Chairman<chairman@fairfaxgop.org>, Chris Marston<chris@virginia.gop>, Jeffrey K. Shapiro<JShapiro@hpm.com>, Laurie Moore<moore.laurie@gmail.com>

Date Tuesday, October 4th, 2022 at 9:32 PM

Greetings!

LA County just announced the arrest of Konnech President Eugene Yu.

<https://da.lacounty.gov/media/news/head-election-worker-management-company-arrested-connection-theft-personal-data>

The site takes a while to load - either lots of people are visiting it or it's undergoing a DDOS attack periodically, or both.

Several Virginia counties use the Konnech PollChief application - Fairfax, PWC, Loudoun, and others.

Several risks are still present due to the disclosure of the names, addresses, phone numbers and emails of the Election Officers and any other staff listed in Poll Chief since it was introduced in Fairfax in 2016. If the Pollchief Asset Management System was used in Fairfax, that introduced additional risk.

The fact that these individual's PPI such as SSN and full DOB are not included in Poll Chief is helpful but from a cyber security perspective largely irrelevant, because the primary cybersecurity threat is the identification of potential targets for insider threats.

A summary of insider threats is here, at the Virginia Information Technology Agency website: <https://www.vita.virginia.gov/information-security/awareness/information-security-tips/september-2021.html>

Michael Watson, CISO at VITA, is a capable expert and has spoken about insider threats as his greatest concern in cyber security. His LinkedIn page is here if you would like to contact him: <https://www.linkedin.com/in/watsonmj/>

I've pasted the content below for your convenience.

We had previously sent the Registrar and Electoral Board a memo about Konnech on September 6, and a later email with the links (and a saved cached file) of the public Konnech statement in which Konnech admitted they had used software engineering staff in China. I had found that Konnech statement because it was linked from an NPR article about Konnech, which still links to it although Konnech later removed the statement from their website.

(<https://www.npr.org/2022/09/20/1123898736/prominent-election-deniers-are-facing-growing-legal-trouble>, search on "election misinformation advisory").

Unexpectedly, after we sent your office the cached version which is attached below as a pdf, it was removed from cachedview.com as well.

I am attaching both again, just for reference.

Here is the article about today's arrest of the Konnech President Eugene Yu:

October 4, 2022: Head of Election Worker Management Company Arrested in Connection with Theft of Personal Data

Contact:

Media Relations Division
(213) 257-2000
Media@da.lacounty.gov

Los Angeles County District Attorney George Gascón announced today that an executive with a Michigan-based company responsible for the software used in managing Los Angeles County election poll workers has been arrested as part of an investigation into the possible theft of personal identifying information of those workers.

"I want to thank my prosecutors and investigators for their commitment to eliminating cyber intrusions against government entities and local businesses," District Attorney Gascón said.

"Data breaches are an ongoing threat to our digital way of life. When we entrust a company to hold our confidential data, they must be willing and able to protect our personal identifying information from theft. Otherwise, we are all victims.

This investigation is concerned solely with the personal identifying information of election workers. In this case, the alleged conduct had no impact on the tabulation of votes and did not alter election results. But security in all aspects of any election is essential so that we all have full faith in the integrity of the election process."

Earlier today, Konnech Corporation Chief Executive Officer Eugene Yu was taken into custody on suspicion of theft of personal identifying information by investigators from the District Attorney's Office Bureau of Investigation with assistance from the Meridian Township Police Department in Michigan. In addition, hard drives and other digital evidence were seized by LADA investigators.

The District Attorney's Office is seeking Yu's extradition to Los Angeles.

Konnech distributes and sells its proprietary PollChief software, which is an election worker management system that was utilized by the county in the last California election. The software assists with poll worker assignments,

communications and payroll. PollChief requires that workers submit personal identifying information, which is retained by the Konnech.

Under its \$2.9 million, five-year contract with the county, Konnech was supposed to securely maintain the data and that only United States citizens and permanent residents have access to it.

District Attorney investigators found that in contradiction to the contract, information was stored on servers in the People's Republic of China.

The East Lansing Police Department and Ingham County Sheriff's Office in Michigan also assisted in the investigation.

Under the circumstances, we strongly recommend that Fairfax take steps to stop using the Konnech software - as we previously recommended.

Thanks!

Regards,

Christine Brim

Fairfax County Republican Committee Election Integrity Working Group

202-379-6776

Christinebrim@protonmail.com

Sent with [Proton Mail](#) secure email.

2.02 MB 2 files attached

KONNECH MEMO 9-6-2022.pdf 1.93 MB KONNECH WEBCACHE STATEMENT.pdf 88.57 KB

Query on FCOA use of PollChief Asset Management System (iPAMS)

From Christine Brim <christinebrim@protonmail.com>

To Spicer, Eric<Eric.Spicer@fairfaxcounty.gov>, Allen, Tyrone E<Tyrone.Allen@fairfaxcounty.gov>, Udeshi, Ravi K<Ravi.Udeshi@fairfaxcounty.gov>, Henzel, Christopher<Christopher.Henzel@fairfaxcounty.gov>, Andi Bayer<apmjt.bayer@verizon.net>, Chairman<chairman@fairfaxgop.org>, Chris Marston<chris@virginia.gop>

Date Monday, September 19th, 2022 at 6:30 PM

Hi,

At the L&A testing, Tyrone said that a final decision had not been made whether your office will be using the twelve Chainway C70s ID barcode scanning Android Devices programmed with iPAMS application, manufactured by the Shenzhen Chainway Information Technology Co., Ltd, which were purchased in 2021. A second question comes to mind, which is whether you plan to use the Konnech iPAMS application at all?

Given the recent Konnech statement from 9/10/2022 which asserts that the company was in fact using mainland-China-based software engineers for developing and testing election applications from 2005 through 2021, we would again urge your office not to use any PollChief software that is not already in use, and not to renew the contract in 2023.

The Konnech statement is here:

https://www.konnech.com/images/THE_TRUTH_ABOUT_KONNECH_web_version_09102022.pdf

And the pertinent section is here:

"Konnech formed a research and development subsidiary in China, Jinhua Konnech, in 2005 for the purpose of developing software for the K-12 education market. It was a time when many U.S. and other foreign companies were increasing their R&D activities in the country. **Jinhua Konnech's employees focused primarily on coding and testing software for Konnech.** Over time this team also worked on developing and testing software for managing election logistics such as recruiting, training and scheduling volunteer election workers; coordinating the distribution of equipment of supplies to polling places; and managing election logistics issues. This work was always carried out using generic "dummy" data created specifically for testing purposes, never with customer data. Konnech made the decision to close Jinhua Konnech in early 2020 in response to changing business needs and the increasingly challenging environment for U.S. companies doing business in China. It

completed the process in 2021 and no longer has any employees in China."

In light of the June 2022 recruiting advertisement that stated as a job requirement "Good bilingual reading and writing skills in Chinese and English," I think it's prudent to consider a continuing risk that Konnech is still working with contractors - if not employees - in mainland China. See that advertisement here: <https://archive.ph/au7DN> , as also included in our memo submitted to the Electoral Board and the Office of the Registrar on September 6, 2022.

Again - we urge your office not to use any PollChief software that is not already in use, to find substitutes for all applications as soon as possible, and not to renew the contract in 2023.

For any future vendors, a better due diligence process investigating the vendor supply chain seems advisable.

Thanks!

Regards,

Christine Brim

Fairfax County Republican Committee Election Integrity Working Group

202-379-6776

Christinebrim@protonmail.com

Sent with [Proton Mail](#) secure email.

Memo on Konnech Links to Chinese Software Engineers, Chinese Companies, and Chinese
"People's Congresses"

9-6-2022

Christine Brim

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D. KONNECH recruits Chinese-speaking programmers to work in Michigan – as recently as June 2022 (“Good bilingual reading and writing skills in Chinese and English” required)11

E: Konnech “Chainway” Scanners purchased by Fairfax County from Konnech are manufactured by a Chinese-mainland based company that provides services (including biometrics) to the Chinese government14

F: KONNECH was funded in a 2010 pilot project by Department of Defense to provide U.S. military ballots16

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INTRODUCTION:

I have sent emails stating our concern over the Fairfax County Office of Elections use of Konnech software to Registrar Eric Spicer and Electoral Board Chairman Christopher Henzel on August 16, 2022 and September 5, 2022. This memo is a follow-up to those emails. We strongly recommend that Fairfax County replace the Konnech software applications as soon as possible.

A comprehensive discussion, with sources, of research on Eugene Yu and Konnech connections to Chinese companies working for the Chinese government is here:

https://kanekoa.substack.com/p/investigation-into-us-election-software?utm_source=substack&utm_campaign=post_embed&utm_medium=web

The following sections are linked and footnoted, with screenshots. Some translation of Chinese language websites was done with the translation function in the Safari browser.

A: Eugene Yu, Founder and current President of Konnech and his Chinese company Jinhua Yulian Network Technology Co., Ltd.

Eugene Yu, president of Konnech, graduated from Zhejiang University in 1982 before receiving his MBA from Wake Forest University in 1988, and founded Michigan's Konnech Inc. on March 20, 2002, registering the domain "www.konnech.com" one month later.

On November 29, 2005, the Michigan CEO whose Chinese name is Jianwei Yu, founded his Chinese election company Jinhua Yulian Network Technology Co. in Jinhua City, Zhejiang Province, China.

See <https://www.kanzhun.com/gongsi/a207132ef581f6e54e9f5cd37bdb98f2/>
"https://www.qcc.com/web/transfer-link? link=http%3A%2F%2Fwww.konnech.com"


[Company](#)
[Salary](#)
[Position](#)
[Interview](#)
[Q&A](#)
[List](#)
[Download Applet](#)
[Enterprise user authentication](#)
[Log in](#)
[Register](#)

Home > Jinhua Yulian Network Technology Co., Ltd. > Home page


Jinhua Yulian Network Technology Co., Ltd.

Search for companies

Company basic information

Jinhua Yulian Network Technology Co., Ltd.
 Information transmission, software and information technology services Zhejiang Province
<https://www.qcc.com/web/transfer-link?link=http%3A%2F%2Fwww.konnech.com>
 No. 393 Rannin West Road, Jinhua City, Zhejiang Province

Email: **No information** Company size: **1-5 people**

Business information

Established: **2005-11-29** Registered capital: **\$130,000** Legal representative: **Yu Jianwei**

Full name: **Jinhua Yulian Network Technology Co., Ltd.**
 Name of

I also watched the company.

- 
Banhua Baotou Coal ...
14 employees
- 
Zhejiang Silver Wheel
15 employees
- Wuhan Optoelectronic Valley B...**
1 employees
- 
Nanjing Xuesai
14 employees
- 
Quantitative school
14 employees

See also the Domain name registration for **YU-LIAN.CN**

“Registrant Contact” was (and is) registered to Eugene Yu’s Konnech email:

<https://web.archive.org/web/20220901015518/https://whois-history.whoisxmlapi.com/lookup-report/ax5DgQQp26>

Select Whois tab at the archived site for **YU-LIAN.CN** for June 30, 2021, then scroll down:



WHOIS record (August 31, 2022)

WHOIS record (January 24, 2022)

WHOIS record (June 30, 2021)

Name servers

ns31.domaincontrol.com|ns32.domaincontrol.com|

Domain EPP status codes by ICANN list

clientdeleteprohibited

clientupdateprohibited

clienttransferprohibited

clientrenewprohibited

Registrant contact

Name: 金华宇联网络科技有限公司

Email: eyu@konnech.com

Clean text

Domain Name: yu-lian.cn|ROID: 20060225s10001s45628157-cn|Domain Status: clientDeleteProhibited|Domain St

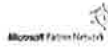
“On a website page labeled “Election Management Solutions in Detroit, Michigan, USA - Success Stories”, Yu listed in Chinese; “Election Management Solutions, ”, “Election Volunteer Management System”, “Election District Point Management System”, “Election Warehouse Management System”, and lastly, “US Overseas Voter Election Management System”, a program in which he managed voting for U.S. citizens and military service members residing overseas.”ⁱⁱⁱ

Translated archived (archive.org) webpage below (English translation, screenshot):

专业开发团队
占领世界至高点



- Government elections
- Commercial elections
- Network research
- Selection activities



Customer case

Election management solutions in Detroit, Michigan, USA

Detroit is the largest city in Michigan and one of the top ten cities in the United States. With frequent election activities in the United States, municipal election departments are facing a series of integrated management tasks and related issues such as volunteer scheduling, elective point management, election item allocation, and call service centers. In order to meet the needs of the Detroit election department, our company provides a comprehensive set of election management solutions for the Detroit election department and long-term election consulting services.

The election management dismissal program of the Detroit City Election Department includes the following parts:

Election volunteer management system

This system mainly collects and manages information about all election volunteers in the city. During the election, it can provide a guarantee for the Detroit election department to reasonably arrange staff and save labor costs through a series of management functions such as all-round screening, job allocation, training distribution, compensation settlement, and report statistics.

Electoral point management system

This system mainly collects and manages information on all alternative electoral sites and all administratively divided electoral areas in the city. During the election, a series of management functions such as on-site inspection records can be carried out, qualified electoral sites can be screened, the corresponding electoral areas can be allocated, and the needs of electoral items can be counted, which has successfully solved the overall scheduling and centralized management of electoral sites for the Detroit City election department.

Electoral Warehouse Management System

This system mainly centrally manages all election warehouses of the electoral department and coordinates the divided electoral areas in the city. During the election, a series of management functions such as on-site inspection records can be carried out, qualified electoral sites can be screened, the corresponding electoral areas can be allocated, and the needs of electoral items can be counted, which has successfully solved the overall scheduling and centralized management of electoral sites for the Detroit City election department.

Electoral Warehouse Management System

This system mainly centrally manages all election warehouses of the electoral department and coordinates the circulation of goods in each warehouse. During the election, a series of management functions such as planning, needs assessment, procurement and warehousing, cargo allocation, packing boxing, outgoing and transportation can be carried out, which provides a one-stop business operation process for the Detroit election department and greatly saves administrative expenses.

Election Call Help Service Center

This system mainly receives and handles voter call help and internal personnel communication transfer scheduling. On election day, the system should answer all calls and help, adopt a time-to-time queue waiting mechanism to help government personnel quickly generate call records, automatically transfer relevant managers, ensure effective and fast problem solving, and establish a good reputation for administrative services for the Detroit election department.

U.S. Overseas Voter Election Management System

With the increasing number of overseas voters in the United States and the continuous dispersion of voter distribution, the overseas election work of states is facing increasing management service tasks and related problems. In order to meet the needs of the states, we have developed an online overseas voter election management system for the states.

The overseas voter election management system integrates powerful online functions such as voter data management, multiple verification of voter identity, voter vote tracking, statistical report analysis, etc. All overseas voters can access overseas election management websites through the Internet. After strict authentication, they can obtain blank ballots in various formats through mail, email, computer download and other channels, providing great convenience for overseas voters and government personnel. It not only strengthens the service function of the government, but also improves the administrative efficiency of the government.

An earlier archived version of the Jinhua Yulian Network Technology Co:
<https://web.archive.org/web/20130718125224/http://yu-lian.cn/>
Description of the Jinhua Yulian solution for "People's Congress at all Levels" election management software: (English translation, screenshot)
<https://web.archive.org/web/20131207143511/http://yu-lian.cn/government.html>



- ▶ Government elections
- ▶ Commercial elections
- ▶ Network research
- ▶ Election activities



Government elections

Local grassroots election solutions

The Harmonious Election Management System is divided into a voting system and a management system. The voting system mainly completes various functions such as voter registration, ballot issuance, voter on-site electronic voting and online voting, and electronic vote counting, so as to improve the transparency, fairness and security of the election, ensure the accuracy of the voting and counting process, and improve the efficiency of election counting. The management system mainly completes candidate management. Functions such as voter management, ballot management, election staff management, election cargo management, statement management and networking of polling points make it easier and efficient to manage election voting, and voters can use the Internet to understand candidate information and conduct elections online to speed up the electoral process.

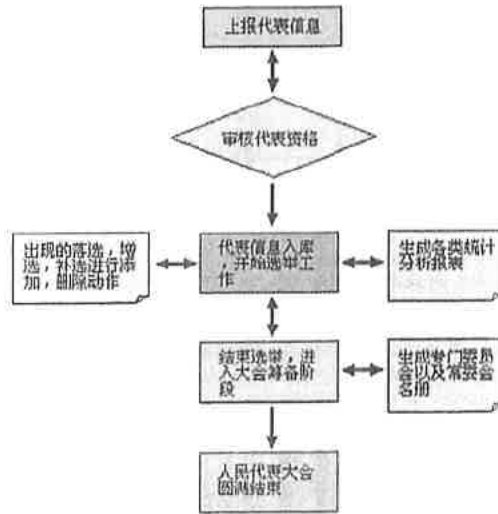
The main functions:

- Support equal-sum, differential or mixed-equivalent elections;
- Voting method: live voting and online voting;
- Improve the transparency, fairness and security of elections;
- Ensure the accuracy of the voting and counting process, and improve the efficiency of vote counting;
- Solve the problem of counterfeiting in the counting process. One of the ways to count votes by using electronic equipment can significantly improve the efficiency of ballot counting and eliminate misreading and even deliberate fraud in manual ballot counting.
- Solve the problem of more than one person. When voters receive ballots, they ensure that each voter cannot receive a maximum of more than three ballot papers, and the names of the voters entrusted to vote can be recorded for later verification.
- The issue of bribery. There is no chance to fake the voting process, which can improve voters' confidence in

- The issue of bribery. There is no chance to fake the voting process, which can improve voters' confidence in the election results. As voters regain confidence in the election, there will be fewer and fewer bribery problems in the election, thus gradually reducing the problem of bribery.

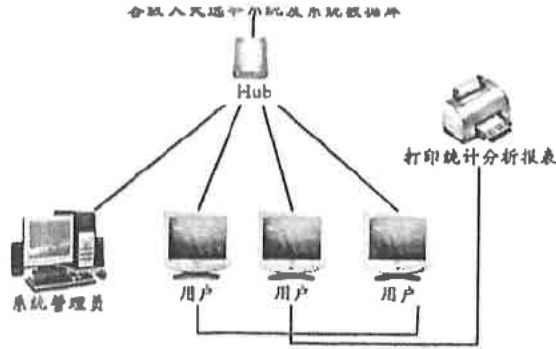
Election solutions for people's congresses at all levels

Business Flowchart



Network topology





Introduction to the main features

1. Collect personal information of representatives

The collection of representatives' personal information is mainly concentrated in the first round of recommendation stage and the second round of recommendation stage. In these two stages, each recommendation unit reports the personal information of the recommendation representative candidate, and then the system administrator imports the reported data into the Harmonious Election Management System, and can also log in to the system directly through the network, to realize online reporting. After the recommendation stage, the system can defeat, add-election and by-election of the representatives in the database according to the actual situation of the election, so as to ensure that the representatives in the system are updated at any time and keep pace with the actual situation.

2. Dynamic analysis

Harmonious Election Management System has powerful and diverse statistical analysis functions. At all stages of the election, the system can issue various statistical analysis reports according to the changes of candidates, such as career composition analysis, industry composition analysis, standing committee roster, special committee roster, etc., so as to help the people's congress committees at all levels to be more Good election work.

3. The "one-stop" online information service process of recommendation, negotiation and election has been realized, so that the election work of the National People's Congress can be completed more conveniently, safely and efficiently.

4. Meet the needs of the election work, integrate all workflows, is easy for users to accept and use, easy to operate, and practical and perfect functions.

5. Advanced and practical technology, Pure J2EE technology, standard three-tier architecture, flexible component technology and interface template.

Copyright © 2010-2013 yu-lian.cn Jinhua Yulian Network Technology Co., Ltd. All rights reserved
 Address: No. 383 Renmin West Road, Wucheng District, Jinhua City Tel: 0579-82252677 Email: info@yu-lian.cn

Note also the political mission of the Jinhua Yulian Network Technology company to the Chinese government, shown here: <https://web.archive.org/web/20131207150515/http://yu-lian.cn/Services.html> ^{iv}



- Government elections
- Commercial elections
- Network research
- Selection activities



Consulting services

After the 17th National Congress of the Communist Party of China, with the continuous and in-depth development of political and economic reforms, all kinds of election activities will become more and more normal. We have a senior professional team engaged in electoral services and management for a long time, and have internship exchange experience in overseas elections. We can provide the most professional Electoral advisory services and solutions for electoral activities.

E-government has been the hottest topic in China's government departments and information industry in recent years. Comrade Jiang Zemin pointed out in his report on the 16th National Congress of the Communist Party of China on November 8, 2002 that he "deepen the reform of the administrative system. We will further transform government functions, improve management methods, implement e-government, improve administrative efficiency, reduce administrative costs, and form a standardized, coordinated operation, fair, transparent, clean and efficient administrative system.

At the current stage of development, e-government is the core of solving the problem of informatization from individual to connection, from material to custom and even culture. Therefore, the connotation of e-government has developed into a systematic solution for the government to migrate government information release, management, service and communication functions to the Internet in the context of national economic and social informatization, with the goal of improving the efficiency of government offices, decision-making and investment environment. At the same time, combined with the reengineering of the government management process, it builds and optimizes the government's internal management system, decision support system and office automation system, so as to provide strong technical and advisory support for the implementation of e-government for the improvement of government information management and service level. It means that on the basis of the initial formation of the national information infrastructure, the government departments and their departments have begun to handle major daily affairs through informatization, efficiently perform the responsibilities of government departments, and comprehensively improve the dialogue mechanism

B: Konnech and Wuhan China software engineering connections publicized in Australia:

"In Queensland, Australia's 2020 elections, "count reporting problems on election night" were partly the result of "a new computer system not being tested as planned because 'coding resources' were locked down in Wuhan", according to the digital news company [InQueensland](#). In fact, these Wuhan coding resources led to four members of the Queensland Parliament — MP Crandon, MP Lister, MP Simpson, and MP Robinson — [asking](#) the Queensland Premier on July 15, 2020, why Konnech was given the contract to produce the software administering Queensland's elections using "China based coders"? MP Robinson [asked](#), "Can the Premier guarantee that Konnech, Inc. does not have a connection to the Chinese Communist Party through its China based subsidiary Jinhua Konnech Inc.?"¹⁵

C: Konnech Links to the Jinhua Hongzheng Technology Company; Jinhua Konnech Patent connections to Jinhua Hongzheng Technology Co.

A patent application was filed in China for a system of "network voting of absent electorates" by Jinhua Konnech Inc. on February 4, 2015, for an inventor named Shao Guojun (邵国君).

The rights of that patent were then transferred on October 7, 2015, from Jinhua Konnech Inc. to Jinhua Hongzheng Technology Co., Ltd. (金华鸿正科技有限公司), a Chinese election technology company, which was also founded in 2015.^{vi}

Konnech appears to have been instrumental in founding Jinhua Hongzheng Technology Co. The website for Hongzheng Technology Company was registered by a Konnech email address in 2015 (admin@konnech.com) : See <https://viewdns.info/reversewhois/?q=admin%40konnech.com>^{vii}

ViewDNS.info Search owner of a phone number Powered By BeenVerified

Tools API Research Data

ViewDNS.info > Tools > Reverse Whois Lookup

This free tool will allow you to find domain names owned by an individual person or company. Simply enter the email address or name of the person or company to find other domains registered using those same details. FAQ.

Registrant Name or Email Address:

Reverse whois results for admin@konnech.com

There are 2 domains that matched this search query.
They are listed below:

Domain Name	Creation Date	Registrar
hongshengtech.cn	2015-07-31	
hsvoting.cn	2015-09-22	

Follow ViewDNS Like Share

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Feedback / Suggestions / Contact Us - Privacy Policy

Reverse phone lookup Powered By BeenVerified

Enter Area Code: () -

Jinhua Hongzheng Technology Co. also provides voting technology and other networking technology for the “People’s Congress.”

“Jinhua Hongzheng Technology Co. (金华鸿正科技有限公司), which has more than 200 employees, is a hardware and software provider for China’s National People’s Congress (NPC). Hongzheng Technology builds technology including mobile applications for more than 430 NPC clients in more than 20 provinces across China.

Hongzheng Tech. is also partnered with Lenovo, Huawei, China Telecom, China Unicom, and China Mobile and has branch offices in Hangzhou, Shenzhen, Nanjing, Wuhan among other places, according to the company’s [website](#).^{viii}

D. KONNECH recruits Chinese-speaking programmers to work in Michigan – as recently as June 2022 (“Good bilingual reading and writing skills in Chinese and English” required) ix

<https://archive.ph/au7DN>

This is the English translation of the Chinese-language recruiting advertisement:

17031K introduction Unblock permissions Function Center Study abroad Labor U Search unlock In Registr

Forum Overseas job hunting Overseas position Internal promotion Direct recruitment from enterprises

Konnech Inc. Recruitment Global Recruitment Testing, Requirements Analysis, Product Design, Transportation...

发帖 Back to the list

Views: 1375 Replies: { **Konnech Inc. Recruitment of global recruitment testing, requirements analysis, product design, operation and maintenance engineers, etc.** Direct access Just look at the dry goods

Direct recruitment of enterprises

Konnech_Shawn 2022-6-29 03:10:14 Just look at the author



Direct recruitment of enterprises

Company Name: Konnech Inc.

Job title: Global recruitment testing, requirements analysis, product design, operation and maintenance engineers, etc.

Job level: Entry/Junior/ Senior

Location: US/CA/AU

Job link: 1point3acres.com





Direct recruitment of enterprises

Company Name: Konnech Inc.

Job title: Global recruitment testing, requirements analysis, product design, operation and maintenance engineers, etc.

Job level: Entry/Junior/ Senior

Location: US/CA/AU

Job link: ipoint3acros.com

Salary range: >=\$50K

Contact Information: hr@konnech.com

H1B: Support

OPT: Support

Green card application: Support

 **Redian News** [See more >>](#)

The epidemic broke out in Tibet, and they were t...
Suzhou girl in kimono: The police asked me to ta...
Tencent lightens its belt: It will further optimize t...
Microsoft employees don't like the company's s...
The problem is not in kimono, but in "provoking ...
An American mother locked her Jung-old daugh...
Stray dogs spontaneously become "traffic coor...
Behind the Internet celebrity's 500,000 yuan sel...

 **Life strategy** [See more >>](#)

 **American pension Issues: state**

Global recruitment testing, requirements analysis, product design, operation and maintenance engineers, etc.

Resume sent to: hr@konnech.com

Company Name: Konnech Inc.

The headquarters is located in East Lansing Michigan, the capital of Michigan. Over the past 20 years, we have focused on the development of government automation management software. The company's customers are mainly in the United States, Canada and Australia. A large number of outstanding talents are needed to join recently. We are looking for software testers, DevOps Engineers, Business analysts, Product Designers, etc.

Job description:

Software Tester:

- Participate in product requirements analysis, cooperate with R&D personnel to formulate test plans, test plans and test cases.
- Responsible for building a test environment, developing test tools, and writing test scripts.
- Responsible for the writing, debugging and execution of automated test code.
- Responsible for unit testing, system testing, in-loop testing and other testing in the process of product development.
- Responsible for completing the integration test, analyzing and summarizing the test results, and outputting the test report.

Business analyst:

- Sort out and analyze business-related needs and pain points, provide



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- Responsible for system data security.
- Construction and management of automated operation and maintenance platforms (CI/CD, monitoring, logging, etc.).
- Maintain and manage hardware such as servers.

Job requirements:

- Computer-related majors are preferred, and other science and engineering majors are also considered, with a bachelor's degree.
- IT work experience is preferred.
- Good bilingual reading and writing skills in Chinese and English.
- Strong learning ability, down-to-earth and conscientious.
- It can form a good cooperation with various departments in daily work.

Salary:

- From \$50,000, it is not capped, which is specific negotiable.

Location:

- Konnech Inc. Lansing, Michigan, USA 48864
- Konnech Canada Ltd, Toronto, Canada
- Konnech Australia PTY Ltd, Bowen Hills, Brisbane, Australia 4006

E: Konnech "Chainway" Scanners purchased by Fairfax County from Konnech are manufactured by a Chinese-mainland based company that provides services (including biometrics) to the Chinese government

Fairfax GOP requested through FOIA and received responsive copies of contracts for the Konnech Poll Chief equipment. One of these, a Purchase Order dated 9-03-2021, lists twelve "Chainway C70s ID barcode scanning Android Devices...Programmed with iPAMS application,"

ordered for the PollChief Asset Management System. The Agency Contact was Ravi Udeshi of the Fairfax County Office of Elections:



Approved - 9/3

**PURCHASE ORDER
PREVIEW**

PURCHASE ORDER NUMBER: 8500480185 Purchase Order Date: 09/03/2021 Vendor Number: 1000033140	Buyer: LAWRENCE COSTANZO Phone: 703-324-2108 Email: Lawrence.Costanzo@fairfaxcounty.gov Payment terms: Net 30 days Incoterms: FOB Destination DESTINATION
--	--

KONNECH INC
4211 OKEMOS ROAD SUITE 3
OKEMOS MI 48864-4078

INVOICE TO:
FCO - Accounts Payable
PO Box 1147
Fairfax, VA 22038-1147
OR Email: FXCOinvoices@fairfaxcounty.gov

SHIP TO:
LAWRENCE COSTANZO
Office Of Elections
12000 Government Center Pkwy Ste 323
Fairfax, VA 22035-0081

!!!!ATTENTION VENDORS!!!!

PLEASE NOTE: INSTRUCTIONS PRINTED FOLLOWING LAST LINE ITEM

LINE NO	MATERIAL ID/DESCRIPTION OF ITEM(S) SERVICE(S) ORDERED OTHER ITEM DETAILS	QTY/ uom	PRICE/PRICE UNIT	TOTAL PRICE
1	PollChief iPAMS Application Required/Delivery Date:09/15/2021 Detailed Description: PollChief Election Management System iPAMS Android Mobile Application Shopping Cart Number: 21238202/1	1,000 EA	5,000.00 USD/1 EA	5,000.00 USD
2	Chainway C70s Barcode Scanners Required/Delivery Date:09/15/2021 Detailed Description: Chainway C70s 1D Barcode Scanning Android Devices Programmed With iPAMS Application See Vendor Quote Dated 09/01/2021 Delivery Location: Office Of Elections 12000 Government Center Parkway, Suite 123 Fairfax VA 22035 Agency Contact: Ravi Udeshi 703-324-4735 703-338-5881 Ravi.Udeshi@fairfaxcounty.gov Shopping Cart Number: 21238202/2	12,000 EA	1,110.00 USD/1 EA	13,320.00 USD

The Chainway C70s Barcode Scanner (here <https://www.chainway.net/Products/Info/28>)^x is manufactured by the Shenzhen Chainway Information Technology Co., Ltd (Just scroll down to the bottom of the Chainway webpage linked above). Shenzhen Chainway identifies itself as a leading "Internet of Things" company in China <https://www.chainway.net/About>. Among the

many productive and no doubt beneficial uses of their scanners globally, Chainway mentions a case study of their use in Chinese prisons: <https://www.chainway.net/Cases/Info/48> and widespread use of their scanners and PDAs to for surveillance and management of the COVID pandemic in China <https://www.chainway.net/News/Info/327> . In Mexico, Chainway biometric scanners have been used to track welfare recipients <https://www.chainway.net/mobile/Blog/Info/22> . A short video about the company (in English) is here: <http://chainwaycn.oss-cn-beijing.aliyuncs.com/video57EsaGpE.mp4> . Spec sheet here on the C70: <http://203.86.28.33:15629/Files/WebSite/C70-EN.pdf> and user manual for the C70: <http://203.86.28.33:15629/Files/User%20Manual/C70%20User%20Manual.pdf>

The original May 19, 2016 contract with Konnech included 10,000 voice calls, a function that is not defined in the contract. Presumably this means remote calls or access of some kind to the server:

Contract Number 4400006717

Exhibit A
Konnech PoliChief® Platform Managemenet System (PPMS)
Implementation and Payment Schedule

Description	1 st Year Initial Set-up Fee*	Annual Suport & Maintenance Fee**
PoliChief® Platform, Workers, Portal	\$75,000	\$39,375

Assumes standard PoliChief product with only modifications necessary to meet its purpose.

*Initial fee includes design, development, data migration, hosting, share point, training.

** Annual fee includes:

- License
- Hosting
- Remote backup of customer data
- Annual software releases with system upgrade(s)
- Help desk support
- "Bug" fixes
- Add/Change consultation
- 10,000 voice calls/year from Konnech communication server

Extra options: \$100.00 per hour

If on-site visits are necessary, food, transportation, and lodging costs will also be charged.

Two deliverables in the May 19, 2016 contract specified training for "payroll" applications of the software.

F: KONNECH was funded in a 2010 pilot project by Department of Defense to provide U.S. military ballots

On July 9, 2010, KONNECH was chosen for a pilot project for US Military ballots. See <https://web.archive.org/web/20101230215024/http://www.konnech.com/index.htm>^{xi} Specifically, "Konnech was chosen to create a wizard to deliver ballots on-line to Nevada's members of the United States Uniformed Services and merchant marine, their family members and United States citizens residing outside the United States." Montana and New Jersey participated in the same project. In this context, a "wizard" is an online application that assists the user step-by-step in completing a form or action.

The government spending tracker usaspending.gov shows the following Department of Defense contracts given in 2010 to KONNECH

<https://www.usaspending.gov/search/?hash=16947cdb6b2c05297e2e25dc73178bc7>^{xii}:

\$91,617 – 2010 – "THE EFFORT WILL PROVIDE RESEARCH AND DEVELOPMENT FOR AN ON-LINE WIZARD PROVIDING ABSENTEE VOTING CAPABILITY FOR THE STATE OF MONTANA"

\$79,563 – 2010-2011 – "ON-LINE VOTING SERVICES USING AUTOMATED WIZARDS MEETING NEW JERSEY STATE-SPECIFIC REQUIREMENTS FOR ABSENTEE VOTING."

\$75,959 – 2010 – "ON-LINE VOTING SERVICES USING AUTOMATED WIZARDS MEETING NEVADA STATE-SPECIFIC REQUIREMENTS FOR ABSENTEE VOTING."

No additional Department of Defense funding for UOCAVA ballot management is listed at the usaspending.gov; however, it is possible that KONNECH could receive state or county funding for applications and services managing UOCAVA ballots.

Konnech also received \$6,000 from the Small Business Administration in 2020 for COVID relief^{xiii} and \$239,582 total for two SBA COVID-related loans in 2020 (\$150,000 Disaster Assistance Loan and \$89,582 in the Paycheck Protection Loan Program.

G. Reports August 13, 2022 That Unsecured Konnech Servers In China Contained 1.8 Million U.S. Poll Worker Records

"On Saturday, August 13, Gregg Phillips and Catherine Englebrecht of True the Vote held an event in Arizona called "the Pit." One of the shocking details they shared in the afternoon session was the fact that Gregg's team had discovered, on an unsecured mongoDB server in China, personal data belonging to 1.8 Million U.S. poll workers."^{xiv}

Other IT experts have speculated that the unsecured China-based Konnech server may have been a development server for the Chinese programmers and testers working for Konnech or subcontracted through another company for Konnech.

It's worth noting that Chinese use of mongoDB has been insecured in the past. See for example, from 2019:^{xv} "Open MongoDB Databases Expose Chinese Surveillance Data" and this discussion of Chinese companies treating opensource software like mongoDB as the equivalent of free.^{xvi}

ⁱ <https://www.kanzhun.com/p/mongdb/a207132ef581f6e54e9f5cd37bdb98f2/>

ⁱⁱ <https://web.archive.org/web/20220901015518/https://whois-history.whoisxmlapi.com/lookup-report/ax5DgQQp26>

ⁱⁱⁱ <https://web.archive.org/web/20131207151051/http://yu-lian.cn/Case.html>

^{iv} <https://web.archive.org/web/20131207150515/http://yu-lian.cn/Services.html>

^v <https://kanekoa.substack.com/p/investigation-into-us-election-software>, with embedded links to Australian Queensland Parliament proceedings July 15, 2020

https://documents.parliament.qld.gov.au/events/han/2020/2020_07_15_WEEKLY.pdf, and "In Queensland" In-Queensland publication May 19, 2020 <https://inql.com.au/news/2020/05/19/election-farce-drunken-boss-falling-system-and-it-experts-locked-down-in-wuhan/>

^{vi} <https://portal.unifiedpatents.com/patents/patent/CN-104618378-A> original patent; notice of transfer <https://portal.unifiedpatents.com/patents/patent/CN-104618378-A> and see

<https://patents.google.com/patent/CN104618378A/en>

^{vii} <https://viewdns.info/reversewhois/?q=admin%40konnech.com>

^{viii} <https://kanekoa.substack.com/p/investigation-into-us-election-software>: archived "about us" page for Jinhua Hongzheng Technology Co. <https://web.archive.org/web/20220827225135/http://hongzhengtech.cn/about/> and see also <https://web.archive.org/web/20210623171823/http://hongzhengtech.cn/about/> (Translate to English as needed).

^{ix} <https://archive.ph/au7DN>

^x <https://www.chainway.net/Products/Info/28>

^{xi} <https://web.archive.org/web/20101230215024/http://www.konnech.com/index.htm>

^{xii} <https://www.usaspending.gov/search/?hash=16947cdb6b2c05297e2e25dc73178bc7>

^{xiii} https://www.usaspending.gov/award/ASST_NON_EIDLGT%3A3303561542_7300

^{xiv} <https://cognitivecarbon.substack.com/p/mongodb-what-is-it-and-how-did-it>

^{xv} <https://www.bleepingcomputer.com/news/security/open-mongodb-databases-expose-chinese-surveillance-data/>

^{xvi} <https://www.infoworld.com/article/3314743/mongodbs-new-license-wont-solve-its-china-problem.html>