

Request for Proposal

**Electronic Poll Books  
For the Luzerne County Bureau of Elections**

**REF#020723RFP1BE**

**LUZERNE COUNTY PENNSYLVANIA**

**DUE DATE: 4:00 pm February 27, 2023**

Luzerne County Purchasing Department  
Attention: Mary Ann Amesbury  
Penn Place Office Building  
20 North Pennsylvania Avenue  
Suite 203  
Wilkes Barre, Pa 18711  
570-820-6337  
[MaryAnn.Amesbury@luzernecounty.org](mailto:MaryAnn.Amesbury@luzernecounty.org)

**FIND US AT: [www.luzernecounty.org/procurement](http://www.luzernecounty.org/procurement)**

**ATTENTION:**

RFPs will be received weekdays between the hours of 9:00 AM to 4:00 PM only (excluding holidays).

All RFPs must be delivered by the time stated in the bid packet.

All RFPs must be delivered to:

**Luzerne County Purchasing Department**  
**20 North Pennsylvania Avenue**  
**Suite 203**  
**Wilkes Barre. Pa 18711.**

Any questions in regard to the RFP package, please contact Mary Ann Amesbury at 570-820-6337 or [MaryAnn.Amesbury@luzernecounty.org](mailto:MaryAnn.Amesbury@luzernecounty.org).

**ATTENTION:**

**YOU MUST PRINT THE BELOW ADDRESS AND RFP INFORMATION AND AFFIX TO THE OUTSIDE OF YOUR RFP ENVELOPE. THE RFP WILL NOT BE ACCEPTED IF THIS INFORMATION IS NOT PROVIDED**

Luzerne County Purchasing Department  
Penn Place Building  
Suite 203  
20 N. Pennsylvania Ave  
Wilkes Barre, PA 18711

All RFP returns must have this label attached with  
The name and reference number of the RFP to the  
Outside of the return envelope  
(UPS, FEDEX, etc.) Or it will be rejected.

RFP Name \_\_\_\_\_

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

Reference# \_\_\_\_\_

**Responders who use USPS Services, PLEASE NOTE:**

The Post Office does not deliver mail directly to Penn Place.

You should allow additional time for your bid to be forwarded from the Court House to Penn Place. It is the Responders responsibility to get their RFP packets to the Purchasing Department by the time specified.

**LUZERNE COUNTY WILL NOT BE RESPONSIBLE FOR LATE OR MISDIRECTED MAIL**

## **GENERAL INSTRUCTIONS TO RESPONDENTS**

1. Any alterations, erasures, additions to or omissions of required information, or change of specifications or bidding schedule, is done at the risk of the responder and may result in rejection of his/her RFP. In case a responder finds discrepancies or omissions, or is in doubt as to the meaning of the specifications of bidding schedule, he/she should at once notify the Luzerne County Purchasing Department, who will reply to such questions in official supplement and copies will be sent simultaneously to all responders.
2. All responders are responsible to see that their names appear in the Purchasing Department office on the form recording the names of prospective responders, so that the responders are assured of receiving pertinent bulletins which may be issued before the RFP's are opened.
3. All responders must be recognized dealers in the materials specified and qualified to advise in its application of use. The responders at any time requested, must satisfy the County Manager and administrative officers that they have the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which responder is interested .
4. Submitting a proposal when it is intended to sublet the contract is cause for rejection of your RFP, or cancellation of the contract, unless approval is given in writing by Luzerne County prior to the RFP opening.
5. It is agreed by the parties hereto that wherever the word "Purchasing Agent" or the pronoun in place thereof occurs in the articles of agreement of specifications, it is hereby expressly understood that the Purchasing Agent is acting only under the authority of the subject to the approval of the County Manager and administrative officers.
6. In case of error in the extension of prices, the unit price shall govern.
7. The contract will not be awarded to any corporation, firm, or individual who has failed in any former contract with Luzerne County to perform work or delivery of guarantee.
8. It is expressly understood and agreed that the inspection of materials and workmanship by the purchasing or issuing department will in no way lessen the responsibility of the contractor or release him/her from obligations to perform and deliver to the County satisfactory work materials. The contractor agrees to pay the cost of all tests for defective materials and to allow the cost to be deducted from any money due him/her from the County otherwise bondsmen in this case are liable for satisfactory completion of the contract.
9. When the contract has been duly signed and the contract bond covering the same approved, then and not before, the contractor may secure instructions from the purchasing agent pertaining to the procedure of the work or delivery.
10. If more than one RFP is offered by any one party or in the name of his/her clerk, partners or other persons, all such bids may be rejected. However, a party who has quoted prices on materials to a responder is not thereby disqualified from quoting prices on materials to other responders or from submitting a RFP directly for the materials or work.

11. The County Manager and administrative officers reserve the right to reject any and all RFPs or specifications when deemed to be in the best interest of the County and also to purchase any, part, or none of the materials specified. The Luzerne County Manager may cancel the award at any time before the execution of the contract.
12. All terms, rebates and discounts shall be considered to be offered effective as of the date of payment by County notwithstanding anything to the contrary expressed by the responder in his/her RFP.
13. The County will reject all materials that do not meet the specifications even though the responders list trade names of such materials on the proposal sheet.
14. The material and equipment shall be delivered to the County of Luzerne, Pennsylvania. All prices quoted shall be F.O.B., Luzerne County Court House, or point of destination within Luzerne County if otherwise specified.
15. The party or parties bidding upon this proposal to whom the award or awards are made may be required to enter into a contract with the County of Luzerne within sixty (60) days of notification by the Purchasing Agent. Failure of bidder to do so, shall result in the cancellation of the award and forfeiture of the bid bond and/or bid deposit which shall become the absolute property of the County of Luzerne.
16. The responder or responders to whom the contract is awarded agree(s) to release the County of Luzerne from all suits or action of any nature or description brought against it for or on account of the use of patents, appliances, products or processes.
17. The County Manager and administrative officers at their discretion, may extend the time for the completion of this contract, if prevented by strikes of employees or by reason of it being impossible to procure the necessary material, equipment, etc.
18. All RFPs must be made on proposal blanks attached to these specifications and made part thereof, and must be enclosed in sealed envelopes/package directed to the Luzerne County Purchasing Department. Attached labels must be placed upon outside of said envelope/package, failure to do so may result in rejection of submitted RFP.
19. Responders must write or print figures in ink or typewritten.
20. A proposal which is incomplete, obscure, conditional or unbalanced or which contains additions not called for or irregularities of any kind or alterations may be rejected.
21. Luzerne County reserves the right for the Luzerne County and/or the Luzerne County Manager and/or their respective designees to perform financial and/or performance audits on any purchase, sale, award, contract or other transactions involving Luzerne County, therefore, any party to a purchase, sale, award, contract or other transaction involving Luzerne County must grant to the Luzerne County Controller and/or the Luzerne County Manager and/or their respective designees reasonable access to any property and/or equipment purchased in whole or in part with Luzerne County funds and must grant reasonable access for review, inspection and reproduction of any and all financial, employment and/or other records of the vendor, contractor, subcontractor or other entity deemed relevant by the Luzerne County Controller and/or Luzerne County Manager.

22. With respect to responders that are permitted to provide certified checks, cashier's checks and/or trust company treasurer's checks in lieu of a bid bond, such checks shall be returned to unsuccessful responders within thirty (30) days following the award of the RFP and will not be cashed. Luzerne County may deposit the check of the successful responder and may retain such funds until the successful responder enters into an agreement with Luzerne County to fulfill the RFP on the terms submitted by that responder. With respect to successful responders that are permitted to provide certified checks, cashier's checks and/or may be cashed and retained by Luzerne County pending the responder's full and faithful performance of the RFP.
23. Luzerne County will **NOT** accept vendor contracts that include automatic renewal and price escalation clauses.
24. The successful responder must permit the County to make payment to vendor by credit card or debit card without penalty or surcharge.
25. All vendors and contractors may be required to submit a **Performance Bond** to Luzerne County Purchasing upon contract award.

## BID QUESTIONNAIRE FORM

1. How long have you been in business? \_\_\_\_\_

2. Can you deliver to all locations in the County?   \_\_\_  Yes\_\_\_  No

3. Can you deliver within two (2) business days after receiving order?

\_\_\_  Yes\_\_\_  NO

4. Do you have a company website?\_\_\_  Yes\_\_\_  No

5. Do you have a toll-free number?\_\_\_  Yes\_\_\_  No

6. Is your company capable of notifying the County of partial shipments?

\_\_\_  Yes\_\_\_  NO

7. Please list two references which you are currently doing business.

A. Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Contact \_\_\_\_\_

B. Name: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Contact \_\_\_\_\_

## **Notice to Responders**

RFPs will be opened in the Luzerne County Purchasing Department.

RFP packages may be obtained at the offices of Luzerne Purchase Department in the Penn Place Building, 20 North Pennsylvania Avenue, Wilkes Barre, PA 18711, and on the website at [www.luzernecounty.org](http://www.luzernecounty.org).

**Mary Ann Amesbury is the only contact for this project. Contacting other County Officials, Council Members, or Staff Members as part of this process is not acceptable and is grounds for elimination from consideration.**

RFPs will be received weekdays between the hours of 9:00 a.m. to 4:00 p.m. only (excluding holidays).

Failure to follow these instructions may result in RFP rejection.

The attached labels must be affixed to the outside of the mailing envelopes or the RFP will not be accepted.

Respondents who use USPS service please note:

The Post Office does not deliver mail directly to Penn Place. You should allow additional time for your RFP to be forwarded from the Court House to Penn Place.

It is the Responders responsibility to get their RFP packets to the Purchasing Office by the time specified.

Luzerne County will not be responsible for late or misdirected mail.

By signing the submitting RFP, each bidder shall be deemed to have consented in writing that the RFP may be awarded and shall remain open up to ninety (90) days of the RFP opening.

The County of Luzerne is an equal opportunity employer.

Luzerne County Manger reserves the right to reject any or all RFPs or any part or items of the RFPs.

Luzerne County advertisement published by the order of:

Acting Luzerne County Manager  
Brian Swetz

## Request for Proposal

### Part 1

#### General Requirements

**1-1. Purpose.** This bid is being solicited by Luzerne County for **electronic poll books (EPBs) for approximately 186 polling locations.**

**1-2. Issuing Office.** This Bid is being issued by the Luzerne County Purchasing Department. Questions regarding this Bid can be addressed by contacting Mary Ann Amesbury, Director Luzerne County Purchasing Department, at (570) 820-6337 or by email at MaryAnn.Amesbury@luzernecounty.org. The secondary point of contact would be Beth McBride from the Bureau of Elections at Beth.McBride@luzernecounty.org.

**1-3. Scope.** This Bid contains instructions to prospective proposers and specifications for electronic poll books. Luzerne County uses the State of Pennsylvania Statewide Uniform Registry of Electors (SURE) Voter Registration System.

The SURE Voter Registration System will be the source of all information necessary for loading EPBs and will be the collection point for voter history from polling places using EPBs. Proposers will need to provide/develop a file format to use in transfer of information by and between their system and the SURE Voter Registration System. Proposers are encouraged to define the minimum expectations of what such a file format would look like to enable this data exchange.

Luzerne County utilizes Dominion Voting Systems for voting machines. Electronic poll books should easily integrate with this system.

Proposals must be submitted to the primary issuing office no later than **February 27, 2023 at 4:00 PM EST.** Luzerne County is soliciting this Bid to secure for a **base agreement period of one (1) year with a possible one (1) year extension.**

Proposers shall determine and give a recommendation to the County of the number of EPBs needed by the County based on the number of precincts, approximate number of Voters within the County, and applicable State laws. Currently, the County has approximately 200,000 registered voters in 186 precincts.

The EPBs must be approved by the Commonwealth of Pennsylvania Department of State.

Any Proposer must be licensed to do business in the Commonwealth of Pennsylvania.

Proposers must certify, in writing, that the proposer has the legal right to sell the EPB upon which the proposal is based, to the County of Luzerne, and that the proposal is in compliance with all patents, copy rights, etc.



The EPB for the County must include the following: the pollbook, any accessories purchased by the County (stylus, stands, etc.), and any approved software needed to program, manage, update and maintain the EPB. The Proposer must provide an itemized list of the cost to purchase each piece of equipment listed in paragraph. The County must be able to purchase additional equipment at the cost provided by the Proposer. The cost must be for acquiring new (unused and not refurbished) equipment and must include all items required for a functional unit that can be used on election day.

The Proposer must not sell any components of the system that are not included in the Secretary of the Commonwealth's approval. This includes replacement hardware or software during the life of the EPB.

**The Proposer shall describe and provide documentation of its ability to supply and service its EPB for the duration of the EPBs life expectancy.**

**Please include:**

- A synopsis of the Proposer's prior implementation of the EPB in other jurisdictions, including, but not limited to, a list of all customers who have purchased the EPB and any and all known anomalies experienced with the use of the EPB.
- Information on the Proposer's employees and affiliates, locations, company size and ability to provide technical support simultaneously to several counties in the Commonwealth of Pennsylvania and other jurisdictions that use the EPB. Additionally, the Proposer must provide information on foreign ownership/financing, data hosting and production for any equipment or ancillary products.

**Please describe the EPB, including the following:**

- The manufacturer of each piece of equipment that is not manufactured by the Proposer, but necessary for implementation and operation of the EPB.
- All consumables required for the operation of the EPB.
- All accessories recommended by the Proposer that can be purchased as part of the EPB but is not mandatory for the operation.
- An outline of all settings for administrative users that are configurable, and which are not, as well as the default status of those settings.
- A recommended acceptance testing procedure for all aspects of the EPB in a format that can be used as a checklist by the County.
- A timeline for implementation (order placed, order delivered, acceptance testing, implementation).
- Documentation of security testing conducted by the Proposer or a third party, including any risk/vulnerability assessments. This documentation should also describe how the systems security features align with the Commonwealth's IT policies.

- Any approved software needed to program, manage, update and maintain the EPB.
- Information regarding configuration settings related to wireless, Wi-Fi and all types of networking functionality built into the EPB.
- The EPB must comply with the Commonwealth of Pennsylvania's ITP's for data at rest and data in transmission.
- The Proposer shall provide information on all data hosting options. All data storage, processing and hosting must be within continental U.S. borders.
- Confirm that remote desktop tools shall not be installed or used on any part of the system.
- The system must allow support for import and extract of precinct, polling place and poll worker data.
- The EPB must comply with, at a minimum, the Commonwealth of Pennsylvania's ITP's for background checks.
- The Department of State and the County retain the rights to the data and may conduct audits and reviews of this data at any time.
- Indicate all voting systems that the EPBs integrate with.

**At minimum, an EPB system should provide a baseline set of features, functions and benefits including but not limited to the following:**

- The EPB must not permit access to voter information other than what is needed to check the voter in at the polling place.
- Be easy to use and reduce the amount of time it takes to process a voter.
- Provide information necessary to verify a voter's identity.
- Allow for a search based on name, date of birth, address or voter ID.
- Prevent a voter from checking in at different stations when multiple EPBs are deployed at the same voting site.
- Provide a mechanism for updating the SURE Voter Registration System.
- Be secured from unauthorized access.
- Be capable of operating during power outages. Please be specific as to how the EPB operates during a power outage.
- Be capable of directing voters to the correct polling place in the County.

- Provide the screen dimensions.
- Provide the maximum integral battery backup within the tablet or laptop.
- Provide a description of the printer, including the type and battery backup including maximum duration.

## **Security**

The system must be secure from an unauthorized use. Minimally, the system should provide a record of the following:

- o The program and version in use
  - o The election file in use
- Describe the data encryption available with your EPB system.
- Describe how security is managed with the EPB including but not limited to:
  - o The program and version in use
  - o The election file in use
- Describe the data encryption available with your EPB system.
- Describe how security is managed with the EPB including but not limited to:
  - o User access control features
  - o Data encryption

## **Training Requirements**

Proposer must provide training to poll workers and election staff on all aspects of the systems set up and use during elections such that users are capable of independently operating the EPB.

### **Training must address, but it not limited to, the following topics areas:**

- Basic overview of the system
- Maintenance of the system before during and after use in elections.
- On site set-up of equipment
- System security to include safeguards to prevent and detect tampering.
- Process to upload voter history and other required information to the SURE Voter Registration System after an election is completed.

- Troubleshooting, resolution of malfunctions and error messages.
- Proper storage of equipment when not in use.
- Ongoing training for new features.
- Training and training materials as set forth in any certification report or directive from the Secretary of the Commonwealth prior to the first use of the EPB in a primary or general election. The Commonwealth and any purchasing County shall have the right to copy, use, and distribute to voters, political candidates, political committees, civic organizations, news organizations, and elections staff and volunteers, the materials the Proposer furnishes to the County for training or instruction of any nature for the use and operation of the voting system. Such materials may include, without limitation audio and video instructional materials, printed manuals, and any other information supplied pursuant to the requirements of this procurement. The Commonwealth and any purchasing County may make as many copies of any or all of these materials as deemed necessary for election-related purposes, and they may distribute these materials to any individual or organization to provide election related information. The Commonwealth and any purchasing County shall ensure that all such materials are copied and distributed in their complete original state and display all original copyright notices.

### **Data Transfer**

As part of this contract, Proposers are required to provide for transfer of data between the SURE Voter Registration System and their EPB system. Specifically, the following are anticipated:

- Voter role data must be downloaded from the SURE Voter Registration System to your EPB. This transfer is mandatory.
- Voter history information collected at polling locations by the EPB must be uploaded to the SURE Voter Registration System so that voter history can be updated. This transfer is mandatory.

### **Service and Maintenance**

- Provide information regarding the EPB warranty period and ongoing maintenance.
- The price of the EPB must include all required service and maintenance for all parts of the voting system, including hardware, software, updates to firmware or software, peripherals, and "Consumer-off-the-Shelf" products, for five years from the date that the system is received by the County. The Vendor shall state prerequisites for purchaser implementation, including, but not limited to, infrastructure, resources, etc.
- The Proposer must provide at no additional cost a supply of all required consumables such as toner, ink, paper etc., in sufficient quantities to complete acceptance testing and one election cycle. The county will be responsible for the consumables thereafter.
- The cost of the required service and maintenance must be itemized as specifically as possible. The Proposer must provide detailed pricing for the identical level of service and maintenance for an additional five years beyond the expiration of the initial contract.

- If the anticipated life cycle of the system is believed to be greater than ten years, the Proposer must provide detailed pricing estimates for the identical level of service and maintenance for that time period beyond the expiration of the first ten years.
- The Proposer must provide a service and maintenance schedule, a corresponding log for a customer to document, and the recommended service and maintenance for each part of the EPB.
- The Proposer must disclose whether a third party, independent contractor, or purchaser is permitted to provide service and maintenance to the EPB without voiding any terms of the warranty or violating a licensing agreement. If internal or third party, the Proposer should describe the qualifications and/or certifications held by technicians and/or companies as certified partners for the system, as well as information on ownership and key personnel.
- An EPB purchased by the County must be shipped F.O.B. Destination Prepaid to a site designated by the County.
- The Proposer must provide an implementation or project plan to the purchaser and the Secretary of the Commonwealth that includes milestones such as: order placed, order delivered, acceptance testing, implementation, etc. This plan must include a point person for each milestone and an area for the Proposer and purchaser to sign off on task completion.
- The Proposer must deliver, assemble, install and configure and provide a fully operational EPB to the County. The Proposer must work with county election officials on delivery, assembly and acceptance testing. Upon completion of the system acceptance test the Proposer must work with the county election officials to validate and certify that the system adheres to the certified configuration for which the sale has been made.
- The Proposer shall allow the County to perform minor service and maintenance on the EPB without voiding any terms of the warranty or violating a licensing agreement. Additionally, the Proposer shall allow the County to access the EPB in response to a court order and/or 10 legal requirement or responsibility of the County without voiding any terms of the warranty or violating a licensing agreement.

### **Software License**

- The price of the EPB must include all requisite licensing for software for five years from the date that the system is received by the county board of elections.
- The Proposer must provide detailed pricing for continued licensing for an additional five years beyond the expiration of the initial five years.
- If the anticipated life cycle of the EPB is believed to be greater than ten years, the Proposer must provide detailed pricing estimates for the requisite licensing for software for that time period beyond the expiration of the first ten years.
- The costs must be itemized and must specifically list all the required and optional software modules.

- If the Proposer intends to no longer upgrade the EPB, the County has the right to withdraw from upgrade, maintenance, licensing and/or other agreements connected to this procurement. The Proposer must notify the Department of State and the County of end of support/life six months prior to end date.

### **Implementation Support**

The Proposer must provide an employee or agent to serve as a principal point of contact with the Pennsylvania Secretary of the Commonwealth's office and every purchasing county board of elections. This employee or agent shall be responsible for coordinating the delivery, receipt, acceptance testing, and setup of the EPBs at a site designated by the purchasing county board of elections. This employee or agent also shall be responsible for coordinating the required training with the county's board of elections.

1. The price of the EPB must include on the ground, in-person support from the Proposer:
  - a. For acceptance testing
  - b. For election support for the first election during which the EPB is used including:
    1. System set up
    2. Pre-election testing
    3. Election Day support and troubleshooting assistance
    4. Post-election testing and reporting
  - c. For preventative maintenance for the first two years.
    - This maintenance must include a validation that the EPB is configured in adherence to the Secretary of the Commonwealth's approval. The Proposer's on-the-ground, in-person support person must be familiar with Pennsylvania elections; well-trained in the use of the EPB; conversant in the English language; licensed and insured to drive within Pennsylvania; and have immediate access to other employees or agents of the Proposer who can provide additional assistance if necessary.

The Proposer must disclose whether the Proposer, a third party, or an independent contractor is available to a Pennsylvania county to provide support for pre-election programming, setup, tabulation, and reporting after the first election and the current cost of such support.

### **Source Code and Escrow Items Obligations**

The Proposer must maintain an escrow agreement covering all source codes of the EPB for a period of ten years from the date of delivery to and acceptance by a purchasing county board of elections. The purchasing County shall have the right to access the source codes in escrow subject to the conditions specified in paragraph 4 below. The Proposer must pay all costs associated with 1) placing the codes in escrow and 2) verifying that the Proposer has placed the codes in escrow (note: the escrow agent conducts this verification and charges a separate fee for this service).

1. Source code. Simultaneously with delivery of the EPB software to the purchasing county board of elections, the Proposer shall deliver a true, accurate and complete copy of all source codes relating to the software to an escrow agent.

2. Escrow. To the extent that EPB software and/or any perpetually- licensed software include application software or other materials generally licensed by the Proposer, the Proposer agrees to place in escrow with an escrow agent copies of the most current version of the source code for the applicable software that is included as a part of the Services, including all updates, improvements, and enhancements thereof from time to time developed by Proposer.

3. Escrow agreement. An escrow agreement must be executed by the parties, with terms acceptable to the County prior to deposit of any source code into escrow.

4. Obtaining source code. Proposer agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of the Proposer to fulfill its obligations to the County, the County shall be able to obtain the source code of the then-current source codes related to EPB software and/or any Proposer property placed in escrow from the escrow agent.

### **Equipment and Software Warranties**

This is the minimum equipment and software warranty that must be provided by the Proposer. A Proposer may offer an enhanced warranty period as part of its product pricing.

1. Proposer warrants that for the first 5-year period (the "Warranty Period"), it will repair or replace any component of the equipment or Proposer provided software which, while under normal use and service: (i) fails to perform in accordance with its documentation in all material respects or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. Any repaired or replaced item of equipment or Proposer provided software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the equipment or Proposer provided software will become the property of the Proposer except in situations where the components contain data. If there are any components containing data then the county will follow appropriate protocols for safekeeping or destroying the component. At minimum, the disposal process must adhere to the requirements outlined in the Commonwealth of Pennsylvania's ITP-SEC015 relating to cleaning of electronic media, surplus or recycling of IT resources, reassigning electronic devices, cleaning electronic media, failed media, and chain of custody procedures. Proposer shall not be responsible for the repair or replacement of (i) consumable parts, such as batteries or protective coatings that are designed to diminish over time, (ii) cosmetic damage, including, but not limited to, screen cracks, scratches, dents and broken plastic or (iii) defects caused by normal wear and tear.
2. All equipment warranty services shall be provided at a location agreed upon by the Proposer and the County. This warranty is effective provided that (i) County sufficiently notifies Proposer of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the equipment or Proposer provided software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by Proposer, (iii) the equipment or Proposer provided software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact or use which is not in accordance with instructions or specifications furnished by Proposer or causes beyond the reasonable control of Vendor or the County, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication

interruptions, and (iv) the County has installed and is using the most recent update, or the second most recent update, provided to it by Proposer.

3. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Proposer warrants that the equipment and Proposer provided software will operate in conjunction with the third-party items during the Warranty Period, provided that
- (i) the County is using third party items which have been approved by the Proposer in writing for use with the equipment and the Proposer provided software,
  - (ii) the County has installed and is using the most recent update, or the second most recent update, provided to it by Proposer, and
  - (iii) the third party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, Proposer will repair or replace the item of equipment or Proposer provided software that is causing such breach to occur. The County acknowledges that Proposer has merely purchased the third-party items for resale or rental to County, and that the proprietary and intellectual property rights to the third-party items are owned by parties other than Proposer ("Third Parties").

Customer further acknowledges that except for the payment to the Proposer for the third-party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. Proposer shall provide Customer with copies of all documentation and warranties for the third-party items which are provided to Proposer.

In the event of a breach of subsections (1) or (2), Proposer's obligations, as described in such subsections, are the County's sole and exclusive remedies. Proposer expressly disclaims all warranties, whether express or implied, which are not specifically set forth in this contract, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Enhanced warranty pricing after the minimum equipment and software warranty must be itemized allowing the counties to choose the appropriate service required.

The Proposer shall allow the county election officials to perform minor service and maintenance to the EPB without voiding any terms of the warranty or violating a licensing agreement. Additionally, the Proposer shall allow the County to access the EPB in response to a court order and/or legal requirement or responsibility of the County without voiding any terms of the warranty or violating a licensing agreement. J. Modifications Voting System Modifications or replacements necessary due to decertification by either the EAC or the Commonwealth of Pennsylvania or a field issue or anomaly occurring in any fielded system in the United States that impacts the casting or tabulation of votes of any fielded system in Pennsylvania must be provided to the County at no cost or it must be replaced with a certified system at no cost. The Proposer shall be liable to the County for any and all reasonable costs incurred to obtain and utilize such replacement voting systems, alternative voting methods, EPBs, and or alternative pollbooks for all elections occurring until the equipment is re-certified, reapproved or the County terminates the Purchase Order for cause and procures new equipment.



### **On-Site Support and Help Desk**

The Proposer shall provide on-site support during all elections occurring within one year of the date the System becomes fully operational, but in no event less than two regular (May and November) elections, at each Purchaser's county election office commencing one hour before and ending one hour after poll hours for all elections occurring within one year following each purchase. Additionally, the Proposer shall make a Help Desk available during normal business hours commencing four days prior to the election through the day after Election Day.

Additionally, the Help Desk shall be available from 6:00 a.m. on Election Day through 6:00 a.m. the following day. The Proposer shall respond to site-specific issues within the Purchaser counties within one hour of notification.

### **Court Orders**

If a court of competent jurisdiction issues a subpoena or other order directing either the County or the Proposers to produce any proprietary or confidential data under this Contract, including without limitation software source code and object code, software and hardware documentation, training materials, and component pricing information, in any form whatsoever, the party served with the order shall promptly notify the party whose information is subject to the order to provide said party with sufficient opportunity to contest the order. Such notice shall not be required in the event the information subject to the subpoena or order is public information under the Right to Know Law, 66 P.S. §§ 65.1-66.9, or any other law which may require disclosure, or the data subject to the order is already lawfully within the public domain.

### **Pricing**

- Please set forth the pricing for the purchase and/or lease of the EPBs.
- Proposer shall agree to hold pricing through December 31, 2023.
- Any EPB must be shipped F.O.B. destination prepaid to the County. As part of the contract, the County shall impose a per day late fee for failure to deliver by the date set forth in the contract.
- The Proposer must deliver, assemble, install and configure and provide a full operational EPB, including validation and certification that the configuration complies with the requirements of the Secretary of the Commonwealth of Pennsylvania.
- The price of the EPB training, software, service and maintenance and support, shall be included in the purchase price of the EPBs.
- The Proposer should identify the offered EPB specifying the EPB name (model/version, included features, and software and accessories (battery packs, stylus, stand).
- Please provide a line-item costs for all ancillary items (USBs, cables, battery packs, etc.) that are necessary.

### **Business & System Information Questionnaire**

If required please attach additional sheets as needed to respond to the following questions below.

1. Provide your company business name, business address, and (if available) website address.

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2. How many years have you been in business?

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3. How many years has your company directly offered an EPB?

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4. What is the number of people directly employed by your company (do not include contractors).

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5. Does your company provide onsite-troubleshooting service on Election Day? At what cost?

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6. If Luzerne County would purchase an EPB system from your company, who would install and support the system? Provide specific details.

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7. Please provide information on your expectation of how long it takes to process a voter with your system.

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8. Is your system capable of supporting a countywide or statewide registered voter list?

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9. If your system can support a statewide voter list, provide in which state(s) your system has actually been used with a statewide voter database in a statewide election.

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10. Can you install and search a street file by street name, address, and zip code?

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11. In a situation where multiple EPBs are located in a single voting location, are the individual units networked, and if so, how is this accomplished. Provide the type of local networking technique

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12. How far apart can the EPBs be separated from one another when using your networking technique?

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13. Please describe the integral battery backup of each system component peripheral.

- o Tablet or laptop
- o Printer
- o Other peripherals

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14. Does your electronic poll book solution redundantly store voter validation data within the tablet or laptop? If so, how is this accomplished? Describe in detail.

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15. Can the EPB generate interim reports without suspending registration operations?

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16. Can data be recovered quickly from an EPB that has fully failed during operations?

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17. If the voter is considered having voted but we know that they have not, can we override the system to allow a vote to take place (cancel voter validation)? Describe how this is accomplished using your system.

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18. Does the system maintain information on absentee ballots requested and returned?

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19. What information is downloaded to the EPB to support an election?

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20. What search functions are provided to find a voter, appropriate voting location or ballot within a location with multiple ballots?

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21. Explain the steps required to search for a voter using the EPB unit. Include and outline all steps necessary to find a voter who belongs in the specific precinct location.

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22. Does the EPB unit refine the initial lookup step so just voters in the precinct or voting location where the EPB is located appear on the electronic poll book screen, or are other voter names from outside the respective voting location presented on the screen as well?

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23. Can your EPB system process provisional voters? If so, please describe this process in detail.

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24. What hardware platform is used to support your EPB software? Provide the specific manufacturer and model number of the hardware used.

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25. Touch screen capability is required and must be reflected in your system pricing.

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26. Does the EPB support electronic signature capture?

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27. Does your company develop, own and maintain the software used with your EPB system?  
If not, provide the name of the software developer.

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28. Is the EPB dependent on a real time connection to a centralized voter registration system?

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29. Provide estimates of how long it would take to load an EPB with data based on roughly 200,000 registered voters within Luzerne County.

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30. Does the system provide any tools for precinct management?

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31. Following Election Day, can voter history be quickly and accurately uploaded into the SURE Voter Registration System?

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32. Will the system have polling place information for voters who appear at the wrong location?

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33. What information will be available to the poll worker to help direct the voter to the correct voting location?

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34. Are directions and maps available when the system is not networked to a central server system?

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35. Does the system electronically record significant activities such as the time of voter check in?

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36. Provide information on all reports available from the system while the election is still underway and after it has closed.

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37. Can a list of all voters validated in each respective precinct be printed using the EPB?  
Can this list be printed immediately following the close of the polls on Election Day?

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38. Are there procedural or process controls included that aid the poll worker for each situation they may encounter?

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39. Can reports be customized?

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**1-4. Background.** The County of Luzerne, a third class County in the Commonwealth of Pennsylvania, is soliciting bids from qualified companies registered in the Commonwealth of Pennsylvania to provide **Electronic Poll Books (EPBs)** to the county and its agencies. The County desires to obtain the highest quality of services at the lowest cost to its taxpayers.

**1-5. Technical Proposal Requirements.**

1. Vendors must have experience, qualifications, delivery fleet and facilities to handle this kind of contract.
2. Invoice each order separately. Do Not mix purchase order numbers on a single invoice.
3. Luzerne County reserves the right to make purchases from other vendors should it be on an emergency basis or should there be a substantial price difference favorable to Luzerne County.
4. All bids are to be compared on the basis of meeting all necessary specifications. No bidder may withdraw his bid for a period of sixty days after the date of opening the proposal. The County reserves the right to award the bid to the vendor other than the low bidder if deemed to be in the best interest of the County.
5. Luzerne County will not be expected to pay freight or fuel charges.

No single factor will determine the final award decision. Several of the above factors will be used to develop a competitive ranking amongst all proposers. The County may narrow its prospective candidates after its initial review and may invite top ranked bidders to a technical proposal meeting to discuss the details of the candidate's proposal.

**1-6. Method of Award**

The County will purchase from the successful bidder for a period of twelve (12) months or from the date of the contract awarded. The County reserves the right to do multiple awards and modify the proposal as it deems necessary.

In determining to whom to award the contract, the County shall consider the following criteria:

1. Purchase Price
2. The reputation of the vendor and of the vendor's goods and services.
3. The quality of the vendor's goods and services.
4. The extent to which the goods or services meet the County's needs.
5. The vendors past relationship with the County.
6. All companies are required to submit with their bid a certificate of insurance, business licensure, and/or any state or federal accreditation certification.

**1-7. Type of Contract.** If an agreement is entered into as a result of this Bid, it will be developed using a modified version of the County's Master Professional Services Agreement including the term (and any extensions).

**1-8. Rejection of Proposals.** The assignment of the above services may be made to one or more of the bidders responding to this Notice, but Luzerne County reserves the right to reject any and/or all proposals submitted, to cancel the solicitation requested under this Notice, and/or to re-advertise solicitation for these services.

**1-9. Incurring Costs.** Luzerne County is not liable for any cost incurred by bidders prior to issuance of a contract.

**1-10. Amendment to the Bid.** If it becomes necessary to revise any part of this Bid, an amendment will be issued to all bidders who received the basic Bid for which Luzerne County has identified and the amendment will be published on the County's website.

**1-11. Proposals.** To be considered, bidders must submit a complete response to this Bid. Each bid must be submitted with one (1) original and three (3) copies to the Issuing Office. The Bidder will make no other distribution of bids. An official authorized to bind the Bidder to its provisions must sign all bids. For this Bid, the proposal must remain valid for at least sixty (60) days. The contents of the proposal of the successful Bidder may become contractual obligations if a contract is executed.

**1-12. Economy of Preparation.** Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the Bid. Please refrain from adding unnecessary text and materials (Brochures or Company Amplifications) to the bid.

**13. Insurance.** All Bidders shall be responsible for furnishing and maintaining insurance in accordance with the specifications indicated as follows:

<b>Commercial Automobile Liability</b>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence.
<b>Commercial General Liability</b>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence.
<b>Professional Liability</b>	Shall include errors and omissions providing \$1,000,000 coverage.
<b>Workers Compensation</b>	\$1,000,000 each occurrence

The above insurance shall be applied by the successful proposer to all of its employees, agents and subcontractors throughout the life agreement at no additional cost to Luzerne County. Luzerne County shall be listed on all above insurance policies as an "Additional Insured" cancelable only on thirty (30) days prior written notice to the Issuing Office. The successful proposer shall provide waiver of subrogation in favor of Luzerne County. The successful lessor shall also indemnify and hold Luzerne County harmless from any and all court action and/or suits resulting from the agreement.

**1-14. Government Experience.** Each bidder should detail its past experience with specific reference to success with similar government entities in terms of size.

**1-15. Form of Proposal.** Attached to this Bid is the form of proposal which shall be used by all prospective bidders to submit a response to this Bid. The form shall be completely executed prior to submittal to the issuing office. If any blanks have not been filled in, Luzerne County may immediately reject the proposal as incomplete. All prospective bidders are instructed to completely examine this Bid prior to completing and submitting the form of proposal.

**1-16. TERMINATION.** This agreement can be terminated by either party notifying the other at least sixty (60) days in advance, prior to separation. The notification will be in accordance with article 10. In the event that the agreement is terminated, the County will compensate the consultant only for work completed up to the date of termination at the sole discretion of the County. The consultant shall be required to submit all completed work product deliverables up to the date of termination within (7) business days of the official date of termination. Approval of this condition shall be the sole discretion of the **COUNTY**. If the termination of the Agreement is due to **VENDOR** notification or if the termination is due to default, in any way, of the **VENDOR**, and the termination results in the loss and/or uselessness of partially completed work product that was previously paid by the **COUNTY** to the **VENDOR**, the **VENDOR** shall return all sums paid to date for the work for all task orders affected. No offset shall be applied by the **VENDOR**.

**1-17. Pennsylvania Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder are performable in Luzerne County, Pennsylvania, and any suit arising hereunder shall be brought only in said County.

**1-18. Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

**1-19. Amendment.** No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the parties hereto.

**1-20. Excuses.** Neither **VENDOR** nor **County** shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot, floods, or any other cause not reasonably within the control of the parties except that constant protection of all County assets must be maintained at all times by the **VENDOR** during the life of this Agreement.

**Proposal Blanks**

To the County Manager:

I, the undersigned being a duly authorized representative of

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Submit for your consideration a proposal to supply

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The price for which (I/we) will supply each item specified on the following pages is shown immediately after the description of the particular article.

(I/we) agree, if awarded the contract for any items shown on the attached specifications, to enter into a written agreement and to furnish the said items at the price shown, and to furnish a performance bond (if applicable) with sixty (60) days.

Date: \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature-typewritten

\_\_\_\_\_  
Signature-signed in ink

\_\_\_\_\_  
Street

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Company telephone number

\_\_\_\_\_  
Salesman's telephone number

\_\_\_\_\_  
Company fax number

\_\_\_\_\_  
E mail address

**Responders Signature Form**

Responder\_\_\_\_\_

Proposal must be signed here\_\_\_\_\_

Address\_\_\_\_\_

Telephone number\_\_\_\_\_

**Individual Partnership or Corporation**

The responder certifies that they come under the class checked below:

**Please insert names:**

A Individual owner\_\_\_\_\_

8. Partnership partners\_\_\_\_\_

C. Corporation\_\_\_\_\_

Exact name of corporation

\_\_\_\_\_  
State incorporated

All County proposals under the jurisdiction of Luzerne County Manager and Luzerne County Correctional Facility are furnished in duplicate. One copy of the proposal is to be filled out and submitted with the bid and the remaining copy to be retained for the responder's records.

**Proposal should be as net prices and shall prevail in the awarding of contracts.**

**Failure of the responders to sign the bid and have the signature of an authorized representative or agent on the proposal in the space provided, will be cause for rejection of the proposal. Signatures must be written in ink. Typed, printed or stamped signatures will not be accepted.**

It is understood by both the County and responders that all trade names, catalogue numbers or bids "as per sample" offered on this proposal shall meet the specifications, unless the responder states that such trade names, catalogue numbers or samples are not equal to the specified item.

**Return to Purchasing Department  
Non-Collusion Affidavit**

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

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

\_\_\_\_\_, being first duly sworn, deposes and says that:

- 1) She/he is the \_\_\_\_\_ (owner, partner, officer, representative or agent) of the Bidder that had submitted the attached proposal.
- 2) She/he is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- 3) Such proposal is genuine and is not part of any conspiracy, collusion or deception.
- 4) Neither the said nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other responder, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached bid has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or of any other responder, or to fix any overhead, profit or cost element for the prices or the proposal price of any responder, or to secure through any collusion, conspiracy connivance or unlawful agreement any advantage against any person interested in the proposed contract; and the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- 5) The price(s) and amount of this proposal, have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer, or potential proposer.
- 6) Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a responder/proposer or potential proposer, and they will not be disclosed before proposal opening.
- 7) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than its proposal, or to submit any intentionally high or non-competitive proposal or other form of complementary proposal.
- 8) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal
- 9) The above representations are material and unimportant, and will be relied on by Luzerne County in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Luzerne County of the true facts relating to the submission of proposals for this contract.



(Signed)\_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this\_\_\_\_\_day of\_\_\_\_\_,20\_\_\_\_ \_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

My commission expires\_\_\_\_\_