

**Westmoreland County
Request for Proposal
for Electronic Poll Books**

1.0 SCOPE/INTENT

Westmoreland County is requesting sealed proposals for Electronic Poll Books (EPBs). The EPBs must be approved by the Commonwealth of Pennsylvania Department of State.

Sealed proposals will be received in the office of the Westmoreland County Controller until 2:00 P.M. Tuesday, May 14, 2019, and publicly opened approximately 15 minutes later in the Commissioners' Conference Room #101 in the offices of the Westmoreland County Commissioners. Proposals must be submitted in a sealed package, with the Proposer's name and address on the outside of the package, along with the designation: "PROPOSAL FOR ELECTRONIC POLL BOOKS." One original signature master copy shall be included in the package along with four (4) duplicate copies. Late Proposals will **NOT** be accepted or considered. The County reserves the right to reject, in whole or in part, any or all proposals received, and further reserves the right to negotiate the final contract terms, including cost, subsequent to the submission of sealed proposals.

2.0 SCHEDULE OF EVENTS

The following is the schedule of events listed in the order of occurrence, showing the major milestones from issuance of the RFP:

| <u>Event</u> | <u>Date</u> |
|---------------------|--------------------------|
| RFP Issuance | 4/16/2019 |
| RFP Questions Due | 5/3/2019 (by Noon) |
| Proposal Due Date | 5/14/2019 (by 2:00 p.m.) |

The County reserves the right to change the schedule of events, as it deems necessary. In the event of a major date change, known participants will be notified. The County also reserves the right to issue addenda to the RFP up to five (5) days before the proposal due date to clarify the requirements and respond to Proposer questions. Proposers shall acknowledge receipt of all addenda in their proposals.

Questions about the RFP may be submitted in writing to Beth Lechman, Director of Elections, by e-mail to blechman@co.westmoreland.pa.us and must be received no later than Noon on May 3, 2019 to be considered for answer and possible inclusion in an addendum.

To fairly evaluate each proposal, each Proposer shall use the following proposal format:

- *Cover Letter*

This is to be a brief letter on the Proposer's letterhead, addressed to the County of Westmoreland, which provides the following information:

- ✓ Correct legal name and address of the Proposer.
- ✓ Name, title, telephone, e-mail address and fax number of the contact person for the Proposer.
- ✓ A statement that the proposal is in response to this RFP and that the Proposer agrees to accept all the requirements of the RFP. Any exceptions to RFP requirements should be clearly identified.
- ✓ The signature, along with the typed name and title of the individual who must be authorized to commit the Proposer to the proposal. The signature must be an original manual signature, not a facsimile.

- Table of Contents
- Executive Summary
- Point-by-Point RFP Response
- References
- Describe your experience providing voting EPBs to clients in jurisdictions comparable to Westmoreland County in terms of population size, geographical area and size of candidate pool. Please provide the client name, engagement title, cost, start date and completion date.

3.0 PROCEDURES FOR AWARD OF CONTRACT

A. Proposal Review:

1. Proposals received shall be evaluated and reviewed by representatives from the Westmoreland County Election Board. Following evaluations of written proposals, some firms may be selected for interview and demonstration in order to determine the firm deemed best qualified.
2. Proposals that do not meet the mandatory requirements will be considered non-compliant.
3. The County reserves the right to waive technicalities and to reject any or all proposals in the best interest of the County.
4. The County expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation.
5. The County reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the Proposer nor obligates the County in any manner. The County reserves the right to award no Agreement and to solicit additional offers at a later date.

B. Contract Negotiations:

1. Upon determination of the company deemed to be best qualified, the County's representatives shall enter into negotiation of contract terms for the required services. If a satisfactory contract cannot be negotiated with the firm deemed most qualified within a reasonable period of time as determined solely by the County, negotiations with that firm will be suspended, and negotiations shall be undertaken with the firm ranked second most qualified. Should a satisfactory contract not be negotiated with either of these firms, additional firms may be selected in order of their qualifications as established by proposal review and/or interview, and negotiations entered into as outlined above. The County reserves the right to cancel or re-issue the Request for Proposal.
2. The Proposer agrees to negotiate in good faith with the County to enter into a formal agreement with the County, with such agreement substantially incorporating the terms and conditions in the RFP. The Agreement will incorporate, in order of precedence, the following:
 - a. The Agreement.
 - b. The terms and conditions contained in this RFP document.

- c. The proposal submitted by the Proposer.

4.0 **SCOPE OF WORK**

The Proposer shall provide detailed responses for each requirement set forth below.

A. Requirements

1. Westmoreland 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.

2. 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 over 235,477 registered Voters in 305 precincts. In addition, there are currently one (1) split precinct in Congressional Elections and seven (7) split precincts in Municipal Elections.
3. The EPBs must be approved by the Commonwealth of Pennsylvania Department of State.
4. Any Proposer must be licensed to do business in the Commonwealth of Pennsylvania.
5. 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 Westmoreland, and that the proposal is in compliance with all patents, copy rights, etc.
6. 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.
7. The Proposer must provide an itemized list of the cost to purchase each piece of equipment listed in paragraph 6. 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.

8. 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.
9. The Proposer shall describe and provide documentation of its ability to supply and service its EPB for the duration of the EPB's 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.
10. 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 export 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.

11. 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 packup including maximum duration.

12. As part of your response, please address the following questions or issues specifically;

- How many years has your company directly offered an EPB?
- Number of people directly employed by your company (do not include contractors).
- Does your company provide onsite troubleshooting service on Election Day? At what cost?
- If Westmoreland County would purchase an EPB system from your company, who would install and support the system? Provide specific details.
- Please provide information on your expectation of how long it takes to process a voter with your system.
- Is your system capable of supporting a countywide or statewide registered voter list?
- 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.
- Can you install and search a street file by street name, address, and zip code?

- 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.
- How far apart can the EPBs be separated from one another when using your networking technique?
- Please describe the integral battery backup of each system component peripheral.
 - Tablet or laptop
 - Printer
 - Other peripherals
- 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.
- Can the EPB generate interim reports without suspending registration operations?
- Can data be recovered quickly from an EPB that has fully failed during operations?
- 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.
- Does the system maintain information on absentee ballots requested and returned?
- What information is downloaded to the EPB to support an election?
- What search functions are provided to find a voter, appropriate voting location or ballot within a location with multiple ballots?
- 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.
- 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?
- Can your EPB system process provisional voters? If so, please describe this process in detail.
- What hardware platform is used to support your EPB software? Provide the specific manufacturer and model number of the hardware used.
- Touch screen capability is required and must be reflected in your system pricing.
- Does the EPB support electronic signature capture?
- Does your company develop, own and maintain the software used with your EPB system? If not, provide the name of the software developer.
- Is the EPB dependent on a real time connection to a centralized voter registration system?
- Provide estimates of how long it would take to load an EPB with data based on the 235,477 registered voters within Westmoreland County.
- Does the system provide any tools for precinct management?
- Following election day, can voter history be quickly and accurately uploaded into the SURE Voter Registration System?

- Will the system have polling place information for voters who appear at the wrong location?
- What information will be available to the poll worker to help direct the voter to the correct voting location?
- Are directions and maps available when the system is not networked to a central server system?
- Does the system electronically record significant activities such as the time of voter check in?
- Provide information on all reports available from the system while the election is still underway and after it has closed.
- 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?
- Are there procedural or process controls included that aid the poll worker for each situation they may encounter?
- Can reports be customized?

B. Security

The system must be secure from an unauthorized use.

- Minimally, the system should provide a record of the following;
 - The program and version in use
 - 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;
 - The program and version in use
 - 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;
 - User access control features
 - Data encryption

C. 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.

D. 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.

E. 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 five years.
- 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

legal requirement or responsibility of the County without voiding any terms of the warranty or violating a licensing agreement.

F. 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.

G. 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; and
 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.

2. 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; have reliable transportation that can accommodate the transport of voting equipment from the purchasing county board of election's office to a polling location; and have immediate access to other employees or agents of the Proposer who can provide additional assistance if necessary.
3. 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.

H. 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.

I. 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. 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. 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.
2. 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.

3. 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.

K. 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.

L. 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.

5.0 PRICING

- Please set forth the pricing for the purchase and/or lease of the EPBs.
- Proposer shall agree to hold pricing through December 31, 2019.
- 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.