

# UCAT: Systems Conditional Acceptance

## City of Philadelphia

We, the City of Philadelphia, hereby accept that all User Conditional Acceptance Testing as set forth in the Statement of Work, has been completed and signed-off by the corresponding parties.

We, the City of Philadelphia, hereby accept that all User Conditional Acceptance Testing for the EMS has been completed and signed-off by the corresponding parties.

Accepted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**City of Philadelphia  
Representative:**

(Printed Name and Title)

(Signature)

**City of Philadelphia  
Representative:**

(Printed Name and Title)

(Signature)

**City of Philadelphia  
Representative:**

(Printed Name and Title)

(Signature)



# Attachment 8 – Training Acknowledgment Forms

## Administrator training for ES&S Electionware software *Training Completion Acknowledgment*

Administrator training for ES&S Electionware software has been successfully completed and all training objectives achieved.

Acknowledged by:

**City of Philadelphia  
Representative:**

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(Printed Name and Title)

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(Signature)

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(Date)

## **Administrator training for ES&S ExpressVote XL hardware**

### ***Training Completion Acknowledgment***

Administrator training for ES&S ExpressVote XL hardware has been successfully completed and all training objectives achieved.

Acknowledged by:

**City of Philadelphia**  
**Representative:**

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(Printed Name and Title)

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(Signature)

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(Date)

## **Poll Worker training for ES&S ExpressVote XL hardware *Training Completion Acknowledgment***

Poll Worker training for ES&S ExpressVote XL hardware has been successfully completed and all training objectives achieved.

Acknowledged by:

**City of Philadelphia  
Representative:**

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(Printed Name and Title)

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(Signature)

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(Date)

## **Administrator training for ES&S DS450 hardware** ***Training Completion Acknowledgment***

Administrator training for ES&S DS450 hardware has been successfully completed and all training objectives achieved.

Acknowledged by:

**City of Philadelphia**  
**Representative:**

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(Printed Name and Title)

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(Signature)

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(Date)

## **Train-the-trainer for ES&S ExpressVote XL hardware *Training Completion Acknowledgment***

Train-the-trainer training for ES&S ExpressVote XL hardware has been successfully completed and all training objectives achieved.

Acknowledged by:

**City of Philadelphia  
Representative:**

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(Printed Name and Title)

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(Signature)

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(Date)

## **Certified Tech training for ES&S ExpressVote XL Hardware *Training Completion Acknowledgment***

Certified Tech training for ES&S ExpressVote XL hardware has been successfully completed and all training objectives achieved.

Acknowledged by:

**City of Philadelphia  
Representative:**

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(Printed Name and Title)

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(Signature)

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(Date)





















**Attachment 11 – RACI Chart v3**

Task	ES&S	City of Philadelphia
<b>Deliverable 1 – Project Management</b>		
Update Project Management Schedule, Risk Management Plan, Communications Plan, Scope Management Plan, and Escalation Procedures	RA	CI
Create Project Change Control Form	RA	CI
Approve Project Change Control Form	CI	RA
Project Communications Plan	RA	CI
Project Risk Register	RA	CI
Develop Weekly Reports	RA	CI
<b>Deliverable 2 – Delivery &amp; Installation</b>		
Pre-Delivery Site Survey	RA	CI
Provide Warehousing Requirements	RA	CI
Comply with Warehousing Standards	CI	RA
Resource Requirements (Staffing)	CI	RA
Unloading of Equipment from Transportation Method, including ExpressVote XL, ExpressVote Activation Card Printers and DS450 Central Tabulators	RA	CI
Create Installation Checklists for ExpressVote XLs and DS450 Central Tabulator	RA	CI
Removal of packaging materials from ExpressVote XL equipment upon delivery	CI	RA
Conduct ExpressVote XL Hardware Installation Training	RA	CI
Conduct ExpressVote XL Hardware Installation	CI	RA
Hardware Installation Oversight of Shipper and City Staff	RA	CI
<b>Deliverable 3 – Conditional User Acceptance</b>		
Develop/Update Conditional User Acceptance Checklists (XL and 450s)	RA	CI
Schedule and Conduct Conditional User Acceptance Training	CI	RA
ES&S will continue to provide the specifications needed to enable KNOWiNK's electronic pollbook to interface with ExpressVote XL Printer.	RA	CI
Sign-off on Conditional User Acceptance.	CI	RA
<b>Deliverable 4 – Training and Documentation</b>		
Deliver User Manuals, including Administrator, Poll Worker, and Trouble Shooting Guides for ExpressVote XL, DS450, and ElectionWare Software	RA	CI
Develop Hardware Training Schedule: ExpressVote XL and DS450	RA	CI
Develop Software Training Schedule: ElectionWare	RA	CI

**Attachment 11 – RACI Chart v3**

Task	ES&S	City of Philadelphia
Develop Certified Technician Training Schedule: ExpressVote XL	RA	CI
Training Location(s) Readiness	CI	RA
Delivery of Training Supplies including ES&S standard voter ed video	RA	CI
Conduct ExpressVote XL Hardware Operations Training	RA	CI
Conduct DS450 Central Tabulator Operations Course	RA	CI
Electionware Software Training Course	RA	CI
ExpressVote XL Poll Worker Course	RA	CI
Train-the-Trainer Course	RA	CI
Certified Technician Training Course – DS450	RA	CI
Certified Technician Training Course – ExpressVote XL	RA	CI
<b>Deliverable 5 – Election Management System Configuration-3<sup>rd</sup> Party COTS</b>		
<b>Initial EMS Implementation</b>		
City WAN infrastructure connectivity – Backbone connectivity and troubleshooting (requirements vary based on selected remote model)	CI	RA
EMS VPN connectivity (if deemed required)	CI	RA
EMS 3 <sup>rd</sup> Party Hardware Installation & Configuration	RA	CI
EMS 3 <sup>rd</sup> Party Software Installation & Configuration	RA	CI
EMS network scope changes during initial implementation	C	R
EMS 3 <sup>rd</sup> party and ES&S software licensing – Send license data to City of Philadelphia <ul style="list-style-type: none"> <li>• ES&amp;S <ul style="list-style-type: none"> <li>○ Electionware</li> <li>○ Toolbox</li> </ul> </li> <li>• 3<sup>rd</sup> Party Software <ul style="list-style-type: none"> <li>○ Symantec Endpoint Protection</li> <li>○ Adobe Acrobat</li> <li>○ Cerberus FTP Server</li> </ul> </li> </ul>	R	I
EMS 3 <sup>rd</sup> party hardware licensing – Deliver license documentation to City of Philadelphia	R	I
EMS 3 <sup>rd</sup> party and ES&S software & hardware licensing – Manage license documentation	I	R
Backup and Recovery management, Business Continuity and Disaster Recovery Planning and Testing	C	RA
Power management – Ensure power requirements for EMS hardware are met at EMS installation locations	C	RA

**Attachment 11 – RACI Chart v3**

Task	ES&S	City of Philadelphia
EMS network and systems connectivity testing	R	C
<b>Post-Implementation – Ongoing Maintenance</b>		
City WAN infrastructure connectivity – Backbone connectivity and troubleshooting (requirements vary based on selected remote model)	I	RA
EMS VPN connectivity administration (if deemed required)	C	RA
Provide EMS System upgrades for new software releases	RA	CI
Install EMS System upgrades for new software releases	CI	RA
Provide requirements for EMS Hardware installation	RA	CI
EMS Hardware installation for additional workstations/servers	CI	RA
EMS Network changes (Changes to network infrastructure affecting EMS network)	CI	RA
Application Administration, Database Administration, Password management, Data management	C	RA
Backup and Recovery management, Business Continuity and Disaster Recovery Planning and Testing	C	RA
Power management – Power management at locations of EMS equipment	C	RA
Network monitoring	C	RA
Network issue – EMS systems connectivity	C	RA
EMS third party hardware issue (hardware failure, contact 3 <sup>rd</sup> party vendor)	C	RA
<b>Deliverable 6 – Election Support Services</b>		
Develop Pilot Election Strategy	RA	CI
Provide Pilot Election Data	CI	RA
Creation of Pilot Election Database	CI	RA
Conduct Pilot Election	CI	RA
Oversight of Pilot Election	RA	CI
Develop November 5 <sup>th</sup> , 2019 General Election Ballots and Coding	CI	RA
Schedule Logic and Accuracy Testing and Assign Resources	CI	RA
Conduct Logic and Accuracy Testing and Confirm Results	CI	RA
Oversight of Logic and Accuracy Testing	RA	CI
Schedule November 5 <sup>th</sup> , 2019 Site Support Resources	CI	RA
Provide November 5 <sup>th</sup> , 2019 Site Support Resources	RA	CI

**Attachment 11 – RACI Chart v3**

Task	ES&S	City of Philadelphia
Schedule November 5 <sup>th</sup> , 2019 Absentee Support Resources	CI	RA
Provide November 5 <sup>th</sup> , 2019 Absentee Support Resource	RA	CI

# **EXHIBIT PA-2**

**EXHIBIT PA-2**

**MBEC PARTICIPATION COMMITMENTS**  
**EXECUTIVE ORDER 03-12**

In accordance with Executive Order 03-12, the City established M/W/DSBE ranges relating to the participation of minority, women and disabled owned business enterprises (collectively, “M/W/DSBE’s”) in this Contract. Provider covenants and represents that it will utilize the following M/W/DSBEs as contract participants under this Contract for the services and in the dollar amount(s) and percentage(s) specified:

<u>Subcontractors</u>	<u>Committed amount</u>	<u>Percentage</u>
▪ Community Marketing Concepts, Inc.	MBE \$12,000	0.04%
▪ Len Parker Associates, Inc.	MBE \$222,400	0.8%

SEE ATTACHED

**ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**  
**Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises<sup>1</sup>**

<b>DEPARTMENT OF COMMERCE</b>		<b>OFFICE OF ECONOMIC OPPORTUNITY (OEO)</b>	
<b>Bid Number or Proposal Title:</b>	<b>Election System</b>	<b>Name of Bidder/Proposer:</b>	<b>Bid/RFP Opening Date:</b>
		Election Systems & Software, LLC	December 28, 2018
<p align="center"><b>List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.</b></p>			
<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE	<b>Work or Supply Effort to be Performed</b> Voter Outreach or Training Videos	<b>Date Solicited</b> By Phone: 12-18-2018 By Mail:	<b>Commitment Made</b> Yes (if Yes, give date): Yes: 12-19-2018 NO
<b>Company Name</b> Community Marketing Concepts, Inc. <b>Address</b> 7300 City Avenue, Suite 330, Philadelphia, PA 19151 <b>Contact Person</b> Phoebe Coles <b>Telephone Number</b> 215.871.0900 <b>Fax Number</b> 215.871.5920 <b>Email Address</b> phoebe@communitymarketingconcepts.com <b>OEO REGISTRY #</b> CERTIFYING AGENCY Minority Supplier Development Council	<b>Quote Received</b> YES <sup>2</sup> : NO: X <b>Amount Committed To</b> Dollar Amount \$ 12,000 <b>Percent of Total Bid/RFP</b> 80% of the video quote and 80% of the voter education materials % quote	<b>Give Reason(s)</b> If No Commitment	
<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE	<b>Work or Supply Effort to be Performed</b> Shipping and Handling, Including Unloading	<b>Date Solicited</b> By Phone: 12-19-2018 By Mail:	<b>Commitment Made</b> Yes (if Yes, give date): Yes: 12-19-2018 NO
<b>Company Name</b> Len Parker Associates, Inc. <b>Address</b> 718 Germantown Pike Lafayette Hill, PA 19444 <b>Contact Person</b> Len Parker <b>Telephone Number</b> 1.267.304.3097 <b>Fax Number</b> 215.948.3164 <b>Email Address</b> lpamech@aol.com <b>OEO REGISTRY #</b> CERTIFYING AGENCY City of Philadelphia	<b>Quote Received</b> YES <sup>2</sup> : NO: X <b>Amount Committed To</b> Dollar Amount \$ 222,400 <b>Percent of Total Bid/RFP</b> 100% of the shipping quote %	<b>Give Reason(s)</b> If No Commitment	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE	<b>Work or Supply Effort to be Performed</b>	<b>Date Solicited</b> By Phone: By Mail:	<b>Commitment Made</b> Yes (if Yes, give date): NO
<b>Company Name</b> Address Contact Person Telephone Number Fax Number Email Address OEO REGISTRY #		<b>Quote Received</b> YES <sup>2</sup> : NO: <b>Amount Committed To</b> Dollar Amount \$ <b>Percent of Total Bid/RFP</b> %	<b>Give Reason(s)</b> If No Commitment

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.  
 2. Attach all quotations to this form.  
 09/2010

# **EXHIBIT PA-3**

Exhibit PA-3  
Exceptions to General Provisions

1. Article 1: Definitions, Section 1.18 Deliverables is revised to read as follows in order to be consistent with the definition in the Provider Agreement:

**“Deliverables”** means, collectively, the tangible items of work, as described in Exhibit PA-1 and elsewhere in this Provider Agreement, that Provider is required to furnish as part of its performance of the Provider Agreement, including, without limitation, all Equipment, Software and Materials required under this Provider Agreement.

2. Article 1: Definitions, Section 1.26 Materials is revised to read as follows in order to be consistent with the definition in the Provider Agreement:

**“Materials”** means, collectively, any and all materials and work product, tangible and intangible, specifically prepared or developed by Provider in connection with the performance of the Provider Agreement, or for Provider by a Subcontractor in specifically in connection with the performance of this Provider Agreement, including but not limited to reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics, data, computer tapes, and software.

3. Article 1: Definitions, Section 1.35 Software is revised to read as follows in order to be consistent with the definition in the Provider Agreement:

**“Software”** means the Provider Software (including the Provider Firmware) and Third Party Licensed Products, if any, to be furnished by Provider under the Provider Agreement, as set forth in Exhibit PA-1 and elsewhere in this Provider Agreement.

4. Article III: Provider’s Duties and Covenants, Section 3.1 Performance Requirements is revised to read as follows in order to be consistent with the payment terms set forth in the Provider Agreement:

3.1 **Performance Requirements.** Provider shall provide all Services and Deliverables, in accordance with this Contract and applicable professional standards. All payments to Provider shall be made in accordance with Article V, Section 5.2 of the Provider Agreement.

5. Article XI: Events of Default, Section 11.2 Notice and Cure is revised to read as follows in order to be consistent with the cure period set forth in the Request for Proposal:

11.2 **Notice and Cure.** The City agrees that the City will not exercise any right or remedy provided for in Section 12.1 (The City's Remedies) below because of any Event of Default unless the City shall have first given written notice of the Event of Default to Provider, and Provider, within a period of thirty (30) days thereafter, or such additional cure period as the City

may authorize, shall have failed to correct the Event of Default; provided, however, that no such notice from the City shall be required nor shall the City permit any period for cure if:

- (a) Provider has temporarily or permanently ceased providing Services and Deliverables;
- (b) The Event of Default creates an emergency which requires, as determined by the City in the City's sole discretion, immediate exercise of the City's rights or remedies;
- (c) The City has previously notified Provider in the preceding twelve (12) month period of any Event of Default under this Contract;
- (d) An Event of Default occurs as described in 11.1 (e) above or 11.1 (t) above; or
- (e) Provider has failed to obtain or maintain the insurance or any bond required under this Contract.

Nothing contained in this Section shall limit the City's rights under Article XII (Remedies) below.

6. Article XV: Miscellaneous, Section 15.8 Survival is revised to read as follows in order to be include an additional provision which shall survive the termination of the Contract.

15.8 **Survival**. Any and all provisions set forth in this Contract which, by its or their nature, would reasonably be expected to be performed after the termination of this Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Contract shall survive the expiration or earlier termination of this Contract, along with the following: Provider's representations, warranties and covenants set forth in Article IV (Provider's Representations, Warranties and Covenants) above and in Article VII (Title) of the Provider Agreement; Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents as set forth in Section 8.2 (Indemnification) above and in Article X (Indemnification for Infringement of Proprietary Rights) of the Provider Agreement; the Parties' rights and obligations set forth in Article IX (Confidentiality) above and in Article IX (Confidentiality) of the Provider Agreement; the Parties' rights and obligations set forth in Article VII (Title) of the Provider Agreement; and the Limitation of Liability provision set forth in Section 16.4 of the Provider Agreement.

7. Article II: Additional Terms; Term of License is revised in order to give the City the ability to extend the contract beyond 3 terms.

2.2 (b) The City may, at its sole option, amend this Contract to add on an annual basis for successive one (1) year terms ("Additional Terms"), unless any shorter term (or terms) is specified in the Provider Agreement. Unless otherwise stated in the Provider Agreement, the same terms and conditions applicable in the Initial Term shall be

applicable in the Additional Term(s). The City shall give Provider thirty (30) days written notice of its intent to amend this Contract to add an Additional Term prior to each annual Additional Term. Each Additional Term shall be subject to appropriation of funds by City Council for such Additional Term. There shall be no liability or penalty to the City for electing not to amend the term of this Contract to add Additional Terms. Each Additional Term of this Contract shall be deemed to constitute a separate contract, whose term shall not exceed one (1) year.

# **EXHIBIT PA-4**

**PRICING SCHEDULE**

The Appendix References below are within the City's Request for Proposal

**ES&S - ExpressVote XL and DS450 Tabulation System**

<b>Appendix G.1: Base System Software - Implementation</b>				
Provide costs for software licensing for years 1-5 and an additional five years (years 6- 10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Election Management System Software - Initial Annual License Fee	Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)	\$49,500.00	
<b>Implementation Total</b>			\$49,500.00	

**Note:** Please see Costs for Years 2-5 and Years 6-10 below.

<b>Appendix G.2: Base System Software Add-ons - Implementation</b>				
Provide costs for any recommended software add-ons for years 1-5 and an additional five years (years 6-10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Additional Synthesized Audio Language - Initial Annual License Fee	Synthesized Audio Capability - Spanish Language	\$2,310.00	
<b>Implementation Total</b>			\$2,310.00	

**Note:** Please see Costs for Years 2-5 and Years 6-10 below.

<b>Appendix G.3: Base System Hardware and Equipment - Implementation</b>				
Provide base system hardware costs for years 1-5 and an additional 5 years (years 6 - 10). Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Full-Faced Voting Terminal - Quantity: 3750	ExpressVote XL Full Face Ballot Terminal with Paper Path, Paper Roll, Cart, Dust Cover, Voter Light, Ballot Bin, Backup Battery, and One (1) Standard 4GB Memory Device	\$30,937,500.00	
2	Full-Faced Voting Terminal Keypad and Headphones - Quantity: 1875	ExpressVote XL UVC Device with Headphones	\$431,250.00	
3	Central Scanner - Quantity: 4	Model DS450 (Includes Scanner, Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Two (2) Standard 8GB Memory Devices, and Initial Annual License Fee)	\$199,800.00	
4	ExpressPass Printer Quantity: 3,550	ExpressPass XL Activation Card Printer	\$2,573,750.00	
5	Additional Thumb Drives Quantity: 90	ExpressVote XL4GB Memory Device (Additional)	\$9,450.00	
6	Trade-In Allowance and Additional Base System Hardware and Equipment Discount		(\$6,690,640.00)	
<b>Implementation Total</b>			\$27,461,110.00	

**Note 1:** Please see Costs for Years 2-5 and Years 6-10 below.

**Note 2:** Provider agrees to offer the same per unit price and discount on purchases and receipt of Base System Hardware and Equipment components set forth in Appendix G-3 of the Pricing Schedule by the City within the first year of the Provider Agreement. Notwithstanding the foregoing, in the event the City places an order for such components that requires Provider to place a new order with its suppliers, and there is an increase in tariffs that result in an increase in the cost of the components set forth in Appendix G-3, Provider will be entitled to pass through the documented increased tariff costs to the City.

**Appendix G.4: Additional Hardware and Equipment Add-ons - Implementation**

Provide itemized costs for any additional hardware and equipment recommended for years 1-5 plus an additional 5 years (years 6-10). Add additional rows as needed.

#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Election Management System 3rd Party Hardware	Five (5) Workstations and One (1) File Server	\$23,053.00	
<b>Implementation Total</b>			\$23,053.00	

**Note:** The Election Management System Hardware proposed above is for the network certified by the Election Assistance Commission (EAC) and the Commonwealth of Pennsylvania Department of State. We understand that the City's needs may extend beyond the currently certified network, and we will work with the City to develop and implement a network solution that meets the needs of the City and is approved by the Department of State.

**Appendix G.5: Professional Services to implement Base System and Add-ons - Implementation**

Include professional services required to implement all software and equipment listed in sections G.1-G.4. Add additional rows as needed.

#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	Ian Rothenberg	Project Manager - Lead	\$1,650.00	198	\$326,700.00
2	Vicki Crosby	Project Assistant	\$1,650.00	100	\$165,000.00
3	Wil Wesley	Project Assistant	\$1,650.00	25	\$41,250.00
4	John Lento	Account Manager - Pilot Election	\$1,650.00	5	\$8,250.00
5	ES&S Field Services	Equipment Installation Oversight	Event	Event	\$37,925.00
<b>Implementation Total</b>				328 Days Plus Equipment Installation Oversight	\$579,125.00

**Note:** The Equipment Installation Oversight assumes that at least 10 City technicians will be conducting the equipment installation testing of the ExpressVote XL. ES&S involvement will consist of training, issue and equipment resolution.

**Appendix G.6: Professional Services—Network Administration - Implementation**

Provide itemized costs for evaluation, setup and management of the City's network(s) for election night reporting for years 1-5 plus 5 additional years (years 6-10). Add additional rows as needed.

#	STAFF NAME	TITLE	EVENT RATES \$	EST. EVENTS	TOTAL \$
1	ES&S Technical Services Team	Configuration and Installation of EMS Certified Network set forth in Appendix G.4; Review of City's Existing Network Infrastructure	\$16,900.00	1	\$16,900.00
<b>Implementation Total</b>				1	\$16,900.00

**Note:** As per section, 3.8.2 of the RFP, ES&S' quoted services include installation and implementation of the currently certified Election Management System (EMS), and verification of the functionality. The cost of implementing a network different than what we have quoted and ongoing network support services will be mutually agreed to by the parties.

**Appendix G.7: Professional Services to provide Training - Implementation**

Provide itemized costs for all required training services, as described in Section 3.11. Add additional rows as needed.

#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	Justin Lacey	Trainer - Tabulation Hardware System Operations	\$1,650.00	4	\$6,600.00
2	Justin Lacey	Trainer - Tabulation Software	\$1,650.00	7	\$11,550.00

3	TBD	Poll Worker Trainer	\$1,650.00	40	\$66,000.00
4	TBD	Voter Education Demo	\$1,650.00	10	\$16,500.00
<b>Implementation Total</b>				61 Days	\$100,650.00

**Note:** Custom training videos for the City of Philadelphia are per quote and ES&S would like to discuss the City's training video needs to determine total pricing.

<b>Appendix G.8: Documentation - Implementation</b>					
Provide itemized costs for all documentation to be provided, as described in Section 3.12. Add additional rows as needed.					
#	STAFF NAME	TITLE	DAILY RATES \$	EST. DAYS	TOTAL \$
1	N/A	Standard System Manuals and User Guides	N/A	N/A	Included
<b>Implementation Total</b>				N/A	Included

<b>Appendix G.9: Maintenance Agreement</b>					
Please list itemized costs for maintenance services for Years 1-5, as described in Section 3.10.1. Include annual and monthly costs. Add additional rows as needed.					
#	COMPONENT	DESCRIPTION	MONTHLY COST	ANNUAL COST	ASSUMPTIONS
1	<b>See note below</b>				

**Note:** Please see Maintenance Agreement Costs for Years 2-5 and Years 6-10 below.

<b>Appendix G.10: Support Services - Implementation</b>					
Please list itemized costs for support services for years 1-5, as described in Section 3.10.2. Include annual and monthly costs. Add additional rows as needed.					
#	COMPONENT	DESCRIPTION	MONTHLY COST	PER ELECTION COST	ASSUMPTIONS
1	Pre-Election Testing	Tabulation Logic & Accuracy Testing		\$132,000.00	80 L&A testing days per election
2	Election Programming	Onsite Election Programming Assistance		\$14,850.00	9 Days of Programming assistance per election
3	Election Support	Election Day On-Site Support (One Event includes a person on-site the day before, day of, and day after election)		\$51,425.00	11 Support Personnel per election
<b>Per Election Total</b>				\$198,275.00	

**Note:** The above per election costs are what we believe are appropriate for the first election use after system implementation. Following the first election use, the parties can mutually agree on the amount of support required per election.

<b>Appendix G.11: Other Associated Products and Services - Implementation</b>				
Please list itemized costs for any other associated products and services not covered in sections G.1-G-10. Add additional rows as needed.				
#	COMPONENT	DESCRIPTION	COST \$	ASSUMPTIONS
1	Performance and Payment Bond	Implementation Performance and Payment Bond	\$215,579.00	One year bond
2	Shipping & Handling	Shipping & Handling of Proposed System	\$273,000.00	
3	Certified Technician Training	Level I Maintenance Training	\$40,000.00	20 Technicians
<b>Implementation Total</b>			\$528,579.00	

**Appendix G.12: ADDITIONAL ASSUMPTIONS**

State any assumptions (not already stated above) upon which pricing is based. Insert as many lines as necessary to ensure all concerns are adequately expressed.

#	ASSUMPTION
1	
2	
3	

**Implementation Purchase Price Total** \$28,959,502.00

**Years 2-5 License, Maintenance and Support Fees**  
(Note: These fees are inclusive of the 5 year warranty)

**Annual Hardware Maintenance and Support Fees:**

HMA ExpressVote XL	Certified Tech Program
HMA DS450 - Extended Warranty with Biennial Maintenance	\$7,580.00

**Annual Firmware License and Maintenance and Support Fees:**

Firmware License - ExpressVote XL	\$281,250.00
Firmware License - DS450	\$6,300.00

**Annual Software License and Maintenance and Support Fees:**

Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)	\$49,500.00
Synthesized Audio Capability - Spanish Language	\$2,310.00

**Annual License and Maintenance and Support Fees for Years 2-5** \$346,940.00

**Grand Total for 5 years** \$1,387,760.00

**Note:** Please see Exhibit PA-6 for Certified Technician details and pricing and Exhibit PA-9 for License, Maintenance and Support provisions.

**Years 6-10 License, Maintenance and Support Fees**

**Annual Hardware Maintenance and Support Fees:**

HMA ExpressVote XL	Certified Tech Program
HMA DS450 - Extended Warranty with Biennial Maintenance	\$8,420.00

**Annual Firmware License and Maintenance and Support Fees:**

Firmware License - ExpressVote XL	\$318,750.00
Firmware License - DS450	\$7,000.00

**Annual Software License and Maintenance and Support Fees:**

Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)	\$54,945.00
Synthesized Audio Capability - Spanish Language	\$2,565.00

**Annual License and Maintenance and Support Fees for Years 6-10** \$391,680.00

**Grand Total for 5 years** \$1,958,400.00

**Years 11-12 License, Maintenance and Support Fees**

**Annual Hardware Maintenance and Support Fees:**

HMA ExpressVote XL	Certified Tech Program
HMA DS450 - Extended Warranty with Biennial Maintenance	\$8,865.00

**Annual Firmware License and Maintenance and Support Fees:**

Firmware License - ExpressVote XL	\$335,662.50
Firmware License - DS450	\$7,370.00

**Annual Software License and Maintenance and Support Fees:**

Electionware Software - PYO Standard (Base Package with English Language Synthesized Voice Files)	\$57,865.00
Synthesized Audio Capability - Spanish Language	\$2,700.00

**Annual License and Maintenance and Support Fees for Years 11-12** \$412,462.50

**Note:** Annual License and Maintenance and Support Fees for Years beyond Year 12 are Per Quote.

# **EXHIBIT PA-5**

**EXHIBIT PA-5**

**SERVICE LEVEL SCHEDULE**

Priority Code Definitions	Resolution Times	Level of Support
<p><b>1-Critical – Tier 3</b></p> <p>Entire production system is down. Program or device is unusable or inoperable resulting in total disruption of work or severe/critical impact on the business. Customer not aware of any workaround. *</p> <p>NOTE: <i>ES&amp;S advises customers to maintain sufficient backup precinct devices.</i></p>	<p>Resolution to begin immediately. One (1) hour resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle). Resolution may include workarounds or the use of backup equipment as provided by ES&amp;S to make the software and/or hardware unit operable workaround.</p>	<p>ES&amp;S' Tier 3 Level of Software Support is staffed by ES&amp;S' Software Engineers and Product Owners who have the most detailed understanding of the ES&amp;S' Software. ES&amp;S' Developers and owners will provide thorough troubleshooting as well as workaround solutions to resolve any customer questions/issues as quickly as possible and enable the customer to continue preparing for, or conducting the election with minimal disruption.</p> <p>ES&amp;S' Tier 3 Level of Hardware Support is provided by ES&amp;S Field Services in conjunction with ES&amp;S' Product Line Engineers. Both ES&amp;S Field Services technicians and ES&amp;S Product Line Engineers have the most detailed and experienced understanding of the components and configuration of ES&amp;S' Hardware. The Tier 3 Field Services technicians and Product Line Engineers may first attempt phone support to resolve the issue. If that is unsuccessful, technicians will provide on-site support to diagnose and resolve the issue affecting the individual piece of hardware to return such hardware to Normal Working Condition as soon as possible, with minimal disruption to an election. In the interests of time, and under certain circumstances, the recommendation may be to remove a piece of equipment from service and replace it with a back-up unit or to use another mutually agreed-upon workaround.</p>

Priority Code Definitions	Resolution Times	Level of Support
<p><b>2-High – Tier 2</b></p> <p>Major feature/function/device failure. Operations are severely restricted with a major disruption of work. Customer is not aware of an acceptable interim workaround.</p> <p>NOTE: <i>ES&amp;S advises customers to maintain sufficient backup precinct devices.</i></p>	<p>24-hour resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle). Resolution may include workarounds or the use of backup equipment as provided by ES&amp;S to make the software and/or hardware unit operable.</p>	<p>ES&amp;S Tier 2 Level of Software Support is staffed with experienced software support technicians who understand the configuration, operation and use of the ES&amp;S Software. In addition, ES&amp;S' experienced software support technicians have access to troubleshooting techniques as well as workaround solutions to timely resolve any customer question/issue. Issues that are unable to be resolved within Tier 2 Support are elevated to Tier 3.</p> <p>ES&amp;S Tier 2 Level of Hardware Support is provided by Field Services technicians who have the most detailed and experienced understanding of the ES&amp;S' Hardware. The Tier 2 Field Services technicians may first attempt phone support to resolve the issue. If that is unsuccessful, technicians will provide on-site support to diagnose and resolve the issue affecting the individual piece of hardware to return such hardware to Normal Working Condition as soon as possible, with minimal disruption to an election. In the interests of time, and under certain circumstances, the recommendation may be to remove a piece of hardware from service and replace it with a back-up unit or to use another mutually agreed-upon workaround. Issues that are unable to be resolved within Tier 2 Support are elevated to Tier 3.</p>

Priority Code Definitions	Resolution Times	Level of Support
<p><b>3-Medium/Low Tier 2</b></p> <p>Minor feature/function/device failure. Program or equipment does not operate as designed or expected with moderate disruption of work. Customer may know of an acceptable interim workaround. Minor problem or general inquiry.</p>	<p>Requires 2-5 Days resolution time unless otherwise mutually agreed upon by the parties (to include weekends during an election cycle)</p>	<p>Low Tier 2 Level of Software Support is provided by ES&amp;S technicians who will provide answers to general and procedural questions with respect to the use and operation of the ES&amp;S Software and/or the certified configuration. All calls placed to ES&amp;S' Help Desk will be answered as soon as the incoming call is received during the Support Hours set forth below. In the event ES&amp;S' Tier 2 Level of Software Support is unable to resolve the Customer's question or issue, ES&amp;S will elevate such question/issue to the ES&amp;S' Tier 3 Level of Software Support for response and resolution.</p> <p>Low Tier 2 Level of Hardware Support is provided by ES&amp;S help desk technicians who will answer general and procedural questions with respect to the use and operation of the ES&amp;S Hardware. In addition, ES&amp;S help desk support technicians are staffed with experienced hardware support technicians who understand the configuration, operation and use of the ES&amp;S Hardware. In addition, ES&amp;S' experienced hardware support technicians have access to troubleshooting techniques as well as workaround solutions to timely resolve any Customer question/issue. All calls placed to ES&amp;S' Help Desk will be answered as soon as the incoming call is received during the Support Hours set forth below. In the event ES&amp;S' Tier 2 Level of Hardware Support is unable to resolve the customer's question or issue, ES&amp;S will elevate such question/issue to a Field Services technician and/or the ES&amp;S Tier 3 Level of Hardware Support for response and resolution.</p>

## **Tier 2 Level of Support**

ES&S Telephone: 1-877-377-8683 (1-877-ESS-VOTE)

- Option 4 and then Option 1 for Hardware Support
- Option 4 and then Option 2 for Software Support

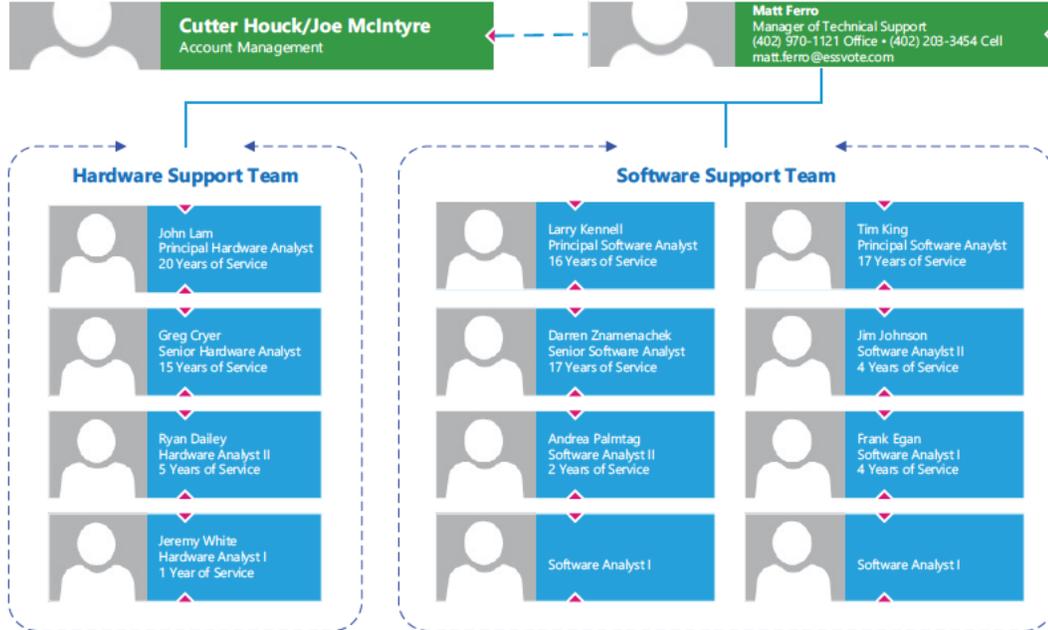
Email: [software@essvote.com](mailto:software@essvote.com) for Software Support; [hardware@essvote.com](mailto:hardware@essvote.com) for Hardware Support

Our Tier 2 Support Team is highly trained and very capable of handling critical issues in most cases. Any escalation that is required will be done by the Tier 2 Representative handling the issue to reach a resolution as quickly as possible. Customers are always able to contact Matt Ferro, Manager of Technical Support directly.

Email: [matt.ferro@essvote.com](mailto:matt.ferro@essvote.com) Office: 402-970-1121 Cell: XXXXXXXXXX

- When a customer calls the ES&S Help Desk during hours of operation, an ES&S hardware/software technician will immediately acknowledge the issue. The customer will not be required to hold on the line or contact a secondary group before successfully speaking with a technician.
  - Upon receipt of the call, a ticket is created within Technical support for the reported issue.
  - The ticket is maintained up to and including a resolution.
  - If Tier 2 cannot resolve the issue, it is immediately escalated to Tier 3 Product Owner who then allocates the correct resources for the given issue.
  - The customer contact throughout this support instance remains with the Tier 2 Support Representative and the Account Management Team.
  - The Tier 2 Representative and Account Management Team will deliver the resolution as soon as it is available from Tier 3
  - Hours/days of operation: Monday - Friday, 7:00 a.m. to 7:00 p.m. CST
  - After hours: Leave a message and call will be returned the next business day.
  - After hours critical issues: on-call technician will be notified to return call as soon as possible.
  - Hours of operation during scheduled elections: For a 24-hour period beginning at 4:00 a.m. CST on Election Day. Please note that support occurring on the day before and the day after the election is continuous. There are no scheduling gaps between typical hours of operation and Election day hours or operation.
  - ES&S maintains information regarding all statewide election dates. In the event of a special election, or other significant date, the customer can notify ES&S Account Management or ES&S Technical Support via email or phone of these dates and Tier 2 support will be staffed For a 24-hour period beginning at 4:00 a.m. CST on Election Day.
-

## ES&S Technical Support Department (Tier 2 HelpDesk Support)



1-877-377-8683 (1-877-ESS-VOTE)

Option 4 and then Option 1 for Hardware Support  
Option 4 and then Option 2 for Software Support

[software@essvote.com](mailto:software@essvote.com) for Software Support; [hardware@essvote.com](mailto:hardware@essvote.com) for Hardware Support

### Tier 3 Level of Support

- When a customer calls the ES&S Help Desk during hours of operation, an ES&S hardware/software technician will immediately acknowledge the issue. The customer will not be required to hold on the line or contact a secondary group before successfully speaking with a technician.
- Issues that are unable to be resolved within Tier 2 Support are elevated internally to Tier 3 status.
- The Tier 3 Support team includes product engineers, system administrators, and software developers. As needed, the Tier 2 technician will work with Tier 3 ES&S resources capable of addressing advanced requests, questions, or issues. These same resources will be responsible for the design, development, and deployment of system changes, including any updates and enhancements.

# **EXHIBIT PA-6**

**EXHIBIT PA-6**  
**CERTIFIED TECHNICIAN PROGRAM**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit PA-6 for the Certified Technician Training and Hardware Maintenance and Support services shall be in effect for an initial period commencing on Final Acceptance through the fifth anniversary thereof (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit PA-6 may be renewed for one additional five (5) year period (the "First Renewal Term") and then for one additional two (2) year period (the "Second Renewal Term") all upon the payment by City of the fees applicable to the First Renewal Term and Second Renewal Term. The Initial Term, First Renewal Term and Second Renewal Term shall be collectively referred to herein as the Term. Notwithstanding the foregoing, this Exhibit PA-6 may be terminated by the first to occur of (a) the date which is thirty (30) days after Provider notifies City that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (b) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in City's jurisdiction, (c) the date which is thirty (30) days after City fails to pay any amount due to Provider under this Agreement or (d) the City's election to subscribe to a full hardware maintenance and software license maintenance and support agreement offered by Provider, the execution of such agreement must occur prior to the termination of this Agreement. The termination of this Exhibit PA-6 shall not relieve City of its liability to pay any amounts due to Provider hereunder and shall only entitle City to a prorated refund of any fees already paid to Provider in the event that this Agreement is terminated pursuant to subsection 1(a) or 1(b) above.

2. **Fees.** In consideration for Provider's agreement to provide the Certified Technician Training and Hardware Maintenance and Support services under this Agreement, City shall pay to Provider all fees set forth on Schedule PA-6 for the Initial Term. The fees for the Certified Technician Training, Hardware Maintenance and Support Services for the First Renewal Period and the Second Renewal Period shall be as set forth on Schedule PA-6 and are due and payable no later than thirty (30) days prior to the beginning of the applicable Renewal Period. If City elects to receive support for an Add-On, New Product acquired by City during the Term, Provider will charge an incremental f for such services.

**ARTICLE II**  
**HARDWARE**

1. **Certified Technician Maintenance Services.** The Certified Technician Training and Hardware Maintenance Services to be provided to City under this Agreement for the Provider equipment listed on Schedule PA-6 (the "Products") shall be subject to the following terms and conditions:

a. **Certified Technician Training.** Only Provider or Provider authorized representatives shall provide the Certified Technician Training to the City. This will ensure that the City receives Provider's "best practices" training as Provider has designed and developed the Products set forth herein. Upon completion of the initial training, City shall be responsible for the complete maintenance of the Products as set forth herein. City shall designate one or more bona fide full time employees of City who has familiarity with the operation of electromechanical equipment to attend the Certified Technician Training at a location and on dates and times as may be mutually agreed upon by the parties. City shall be responsible for all Out-of-Pocket Expenses incurred in order to enable its designated employees to attend the training classes. City's designated employees shall attend, complete and successfully pass Provider's Certified Technician Training course pursuant to the terms, conditions and curriculum of Provider's Certified Technician Training Program. Annual refresher training and recertification is mandatory and required by Provider at a location which shall be mutually agreed upon by the parties in order for City to continue to perform the Maintenance Services set forth herein and be entitled to any of

the associated services and deliverables to be provided hereunder by Provider in exchange for all of the fees to be paid by City as set forth on Schedule PA-6. The content and duration of such refresher training and recertification requirements shall be determined by Provider and shall be provided to the City based on the Level of Certified Technician Training requested by the City. City shall be responsible and shall pay for all tools which may be necessary in order for the City to perform the Hardware Maintenance Services set forth herein. Each employee designated by City to participate in Provider's Certified Technician Training Program shall execute and deliver to Provider's prior to commencement of such Program a Confidentiality and Non-Competition Agreement required by Provider, under which each such employee shall agree and covenant not to disclose any confidential information of Provider nor offer to perform any hardware maintenance services for any other City's or prospective Cities of Provider. Provider hereby covenants and agrees that during the term of this Agreement and for a period of two (2) years after expiration or any termination hereof, it shall not solicit any current Certified Technician of City.

b. **Routine Maintenance Services**. City shall provide the Routine Maintenance Service on all Products set forth on Exhibit PA-6. One or more of City's Certified Technicians shall perform such services as may be necessary to keep the Products fit for the ordinary purpose for which they are to be used, normal wear and tear excepted ("Normal Working Condition") at all times during the Term. The services provided pursuant to this Subsection 1(b) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall include those services for which City's Certified Technicians are trained and certified to perform in accordance with Provider's Certified Technician Training Program curriculum. The Routine Maintenance Services the City shall be required to perform include, but are not limited to, those specific services set forth on Schedule PA-6. City shall keep a maintenance record log, in a form to be mutually agreed upon by the parties, on each unit of the Products set forth on Exhibit PA-6 detailing the maintenance services performed by the City.

**Telephone Support**. Provider shall provide City with telephone help desk support to respond to general educational inquires and questions at no additional charge in accordance with the terms of Exhibit PA-5 to the Provider Agreement.

c. **Hardware Manuals**. As partial consideration for City's payment of the fees set forth on Schedule PA-6, Provider shall provide City with copies of all relevant current equipment technical manuals and bulletins as published and as may be periodically updated by Provider for City's Products set forth on Schedule PA-6. These items shall remain the proprietary, copyrighted, intellectual property of Provider and may only be copied or distributed as required to support City's Certified Technicians' performance of Routine Maintenance Services. Provider will make available to the City all manuals and technical bulletins through Provider's internet portal. City shall receive the manuals and bulletins upon the successful completion of the Certified Technician Hardware Maintenance Training program.

d. **Parts**. During the Initial Term, City shall be responsible for the cost of any part required to be replaced for reasons that are not covered under the warranty as set forth under the Provider Agreement, including, but not limited to defects due to the actions or omissions of City. By placing an order for parts which are at no charge during the Initial Term, City acknowledges and agrees that such parts are being used by the City for purposes of the performing the Hardware Services as set forth herein which are covered under the warranty provision set forth in the Provider Agreement. Notwithstanding the foregoing, City shall be responsible for the cost of all parts ordered during the First Renewal Term and Second Renewal Term. The cost of all parts ordered shall be due within thirty (30) days after invoice date. City agrees to only use parts provided directly by Provider to City to maintain and repair its Products and shall not attempt to purchase any parts from any other customer of Provider or other third party parts suppliers. In partial consideration for City's payment of the fees set forth on Schedule PA-6, Provider agrees to sell replacement parts to City at Provider's then published parts pricing. Provider's may change any or all published parts prices at any time upon thirty (30) calendars days notice to City. City

may purchase parts from Provider solely for its own internal maintenance, repair and replacement purposes and shall not resell any parts to any existing or prospective customer of Provider. Only the City's Certified Technician Supervisor shall order the parts on behalf of the City. Due to long lead-times on the acquisition of certain parts, all part orders shall be placed no later than one hundred twenty (120) days prior to Routine Maintenance services being performed by the City in order to avoid expediting charges. In addition, Provider charges a standard twenty percent (20%) restocking fee for all parts eligible to be returned by the City. City is responsible for managing lead times for all parts ordered during the Term. Provider recommends City maintain an inventory of parts to ensure the City has the requisite parts available to it as needed in the performance of the Routine Maintenance Services. Provider shall provide the City with a list of parts Provider recommends the City purchase and maintain during the Term. City shall return all replaced parts to a designated Provider warehouse location. City shall be responsible for shipping and handling costs of all parts ordered and replaced parts returned to an ES&S warehouse location.

e. **Repair Services.**

i. **Repairs Which City's Certified Technician Is Unable to Perform.** If a defect or malfunction occurs in any Product while it is under normal use and service and City desires Provider to perform Repair Services (as hereinafter defined) on one or more items of City's Products set forth on Schedule PA-6, City shall notify Provider, and Provider shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by Provider pursuant to this Subsection 1(f)(i) are referred to herein as "Repair Services." Provider shall provide the Repair Services at its Depot location or on-site at the City's designated location as determined by Provider in its sole discretion. City shall pay all costs associated with shipping Products to and from Provider's Depot location, including insurance as well as all costs and expenses associated with repair services in the event Provider performs the Repair Services on-site at the City's designated location.

ii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by Provider and City. If City requires Provider to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by Provider within 48 hours after City notifies Provider of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by Provider, City shall pay a surcharge, as set forth on Schedule PA-6.

f. **Exclusions.** Provider has no obligation under this Exhibit PA-6 to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Consumables (as defined in the Provider Agreement); (iii) if requested by City, repair any Product from which the serial number has been removed or altered; (iv) if requested by City repair any Product that is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, Provider shall not provide Repair Services for such Product.

g. **Sole Provider; Access.** City shall not permit any individual other than a Certified Technician or a Provider Representative to provide maintenance or repairs with respect to the Products for so long as the Term is in effect. In the event that at any time City desires to amend this Agreement and engage Provider to perform any Hardware Maintenance Services, City shall provide Provider Representatives with all information necessary to enable them to provide Hardware Maintenance Services. City shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets as more fully described under Deliverable 2, Delivery and Installation Requirements, in Exhibit PA-1 to the Provider Agreement (Statement of Work).

h. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation as more fully described under Deliverable 2, Delivery and Installation Requirements, in Exhibit PA-1 to the Provider Agreement (Statement of Work).

i. **Reinstatement of Hardware Maintenance Services; Inspection.** If the City elects to subscribe to a full Provider hardware maintenance program, City shall (a) notify Provider and (b) grant to Provider access to the Products. Provider requires City to allow it to inspect such Products before it provides any Hardware Maintenance Services on such Products. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at Provider's then current rates and shall be due from City within thirty (30) days of its receipt of Provider's invoice therefore. If any of the Products is not in Normal Working Condition, Provider, at the option of City, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at City's expense with respect to the cost of any labor (charged at Provider's then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

**Schedule PA-6  
Pricing Summary**

<b>Summary:</b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
<b>Initial Term (Years 2 – 5 of the Warranty Period):</b>		
Provider Certified Technician Training Program	Provider Certified Technician Description and Fees Below	\$167,000.00
<b>Total Maintenance Fees for the Initial Term:</b>		<b>\$167,000.00</b>
<b>Renewal Term (Years 6 - 10):</b>		
Provider Certified Technician Hardware Maintenance Program	Provider Certified Technician Description and Fees Below	\$231,750.00
<b>Total Provider Certified Technician Training Program Fees for the Renewal Term (Years 6 – 10):</b>		<b>\$231,750.00</b>
<b>Renewal Term (Years 11 - 12):</b>		
Provider Certified Technician Hardware Maintenance Program	Provider Certified Technician Description and Fees Below	\$97,690.00
<b>Total Provider Certified Technician Training Program Fees for the Renewal Term (Years 11 – 12):</b>		<b>\$97,690.00</b>
<b>Payment Terms:</b>		
Fees are due annually at the start of the respective 12 month coverage period within the Initial Term and each Renewal Term		
<b>Note 1:</b> Any applicable state and local taxes are not included and are the responsibility of City.		

**EXPRESSVOTE XL  
CERTIFIED TECHNICIAN HARDWARE MAINTENANCE TRAINING**

Certification Class Fees		
Course Description & Requirements	Cost per Technician (Annually)	Recommended City Technicians
<p><b>Certified Technician Level I – 3 Training Days</b></p> <p>Class Size:</p> <ul style="list-style-type: none"> <li>• 3-10 participants</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• Jurisdiction Full-Time Employee</li> <li>• Sound mechanical aptitude</li> </ul> <p>Upon successful completion of the course, the <b>Certified Technician I</b> should be able to perform:</p> <ul style="list-style-type: none"> <li>• Technical overview of the ExpressVote XL, including component function, identification, installation and adjustment.</li> <li>• Touchscreen Calibration.</li> <li>• Paper Path Module calibration, removal and replacement.</li> <li>• Tablet removal and installation.</li> <li>• Equipment set-up</li> <li>• Identification and correction of most set-up issues</li> <li>• Equipment operation including basic diagnostic procedures</li> <li>• Level I parts installation</li> <li>• EAC Certification Compliance</li> <li>• Firmware upgrades</li> </ul>	\$2,000	15 Technicians (Total: \$30,000.00)
<p><b>Certified Technician Level II – 3 to 5 Training Days</b></p> <p>Class Size:</p> <ul style="list-style-type: none"> <li>• Up to 8 participants</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• Successful completion of Technician Level I course</li> <li>• Understanding of AC and DC voltage circuits</li> </ul> <p>Upon successful completion of the course, the <b>Certified Technician II</b> should be able to perform:</p> <ul style="list-style-type: none"> <li>• All capabilities of the Level I Technician</li> <li>• Equipment disassembly/assembly as needed to facilitate backup battery replacement</li> <li>• Preventive maintenance procedures</li> <li>• Basic troubleshooting and repair procedures</li> <li>• Level II parts installation</li> <li>• Operating system upgrades</li> </ul>	\$2,250	3 Technicians: <ul style="list-style-type: none"> <li>• Level II Technicians each supervise five (5) Level I Technicians</li> <li>• Administer repairs outside scope of Level I Technicians</li> </ul> (Total: \$6,750.00)
<p><b>Certified Technician Level III – 3 to 5 Training Days</b></p> <p>Class Size:</p> <ul style="list-style-type: none"> <li>• Up to 8 participants</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• Successful completion of Technician Level I &amp; II courses</li> <li>• AS Degree in Electronics or equivalent work experience</li> </ul> <p>Upon successful completion of the course, the <b>Certified Technician III</b> should be able to perform:</p> <ul style="list-style-type: none"> <li>• All capabilities of the Level I and II Technician</li> <li>• All electronic and mechanical troubleshooting, adjustments and repairs</li> <li>• Backup and motherboard battery replacements</li> <li>• Level III parts installation</li> </ul>	\$2,500	2 Technicians <ul style="list-style-type: none"> <li>• Administer repairs outside scope of Level II Technicians</li> </ul> (Total: \$5,000.00)

**Note 1** A technician's ability to advance to Level II and/or Level III training will be dependent upon the technician's level of competency and may necessitate a requisite amount of experience in servicing the equipment prior to advancing to the next certification level.

**Additional Fees**

**Note 1: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.**

**Note 2: City's Designated Location: City of Philadelphia, Pennsylvania**

**Hardware Maintenance Services Provided by Provider Under the Agreement**

1. Limited Telephone support as set forth herein.
2. Limited Issue Resolution.
3. Technical Bulletins will be available through City's Provider Web-based portal.
4. Repair Services as set forth herein upon the payment of the applicable fees.
5. Priority Services.
  - The City receives priority on certified Provider parts inventory ordered through Provider.

Note: Except for those Hardware Maintenance Services specifically set forth herein, Provider is under no obligation and shall not provide other Hardware Maintenance Services to the City unless previously agreed upon in writing by the parties.

# **EXHIBIT PA-7**

**Exhibit PA-7**

Third Party Software

The following Third Party Software will be used in conjunction with the EMS Network:

█ [REDACTED]

# **EXHIBIT PA-8**