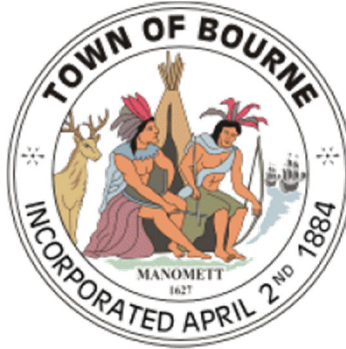


# Town of Bourne

## Request for Proposals



## ELECTRONIC VOTING EQUIPMENT & SOFTWARE

**ISSUED:** JANUARY 23, 2024

**LAST DATE FOR QUESTIONS:** FEBRUARY 6, 2024, NOON

**PROPOSALS DUE NO LATER THAN:** FEBRUARY 13, 2024, 4:00 PM

**DIRECT PROPOSALS TO:** TOWN ADMINISTRATOR'S OFFICE  
24 PERRY AVE  
BUZZARDS BAY MA 02532

**CONTACT:** Liz Hartsgrove, Assistant Town Administrator  
508-759-0600 ext 1355  
[ehartsgrove@townofbourne.com](mailto:ehartsgrove@townofbourne.com)

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Bourne website ([www.townofbourne.com](http://www.townofbourne.com)) for any addenda or modification to this solicitation, if they intend to respond. The Town of Bourne accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

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## I. INTRODUCTION.

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The Town of Bourne Administration office on behalf of the Town Clerk is seeking proposals from qualified vendors which are certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections, to replace the Town's current voting systems with:

Electronic tabulators, software and hardware for eight (8) precincts (including three back-ups), sixteen (16) electronic poll-books/direct receipt thermal printer bundles and one (1) high speed central tabulation scanner.

Proposals will be for all brand-new equipment, not refurbished, and include delivery, software, training, on-site installation and support, two (2)-year 100% parts and labor warranty, miscellaneous supplies including voting booths and maintenance costs as specified herein.

All equipment must be FEC compliant based upon results from an independent testing company.

The Town has received funding at the May 1, 2023 Annual Town meeting for the cost of the voting machines; and, the Town Clerk expects to employ the new voting machines by the May, 2024 Local Town Election.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request. The Town reserves the right to waive informalities and take any actions deemed to be in the best interest of the Town.

## II. KEY DATES FOR THIS PROPOSAL.

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Key Dates for this Proposal	
January 23, 2024	RFP available on the Town of Bourne <a href="http://www.townofbourne.com">www.townofbourne.com</a>
January 26, 2024	Advertised in the Bourne Enterprise
January 28, 2024	Advertised in the Cape Cod Times
January 26, 2024	Advertised in COMMBUYS
January 29, 2024	Advertised in the Goods & Services Bulletin
February 6, 2024	Last day for written questions due to Assistant Town Administrator
<b>February 13, 2024</b>	<b>Proposals Due, no later than 4:00 pm to the Town Administrator's Office at 24 Perry Ave, Buzzards Bay, MA 02532</b>
March 1, 2024	Anticipated Contract Award
April 1, 2024	Estimated Contract Commencement Date
October 1, 2024	Estimated Contract Completion Date

### III. PROPOSAL INSTRUCTIONS.

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#### A. INSTRUCTION TO PROPOSERS.

1. The Town may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.
2. The Town may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. Required forms are provided by the awarding authority in the appendices attached. All proposals shall be in ink or typewritten and must be presented in an organized and clear manner.
4. Questions or clarifications rising from these documents shall be submitted to the Assistant Town Administrator at [ehartsgrove@townofbourne.com](mailto:ehartsgrove@townofbourne.com). They must be submitted in accordance with Section II "Key Dates for This Proposal."
5. Each proposer shall acknowledge receipt of any and all addendum issued to the Request for Proposal by so indicating in the Cover Letter/General Response. Failure to do so shall be cause to reject the proposal as being unresponsive.
6. The proposer shall sign the proposal correctly in ink or in the case of an organization, firm, partnership or corporation, a person having the legal authority from said organization to sign the proposal will sign the document.
7. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make a request in writing.
8. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
9. It is understood that the firm/individual's Proposal to the Town to provide said services and products will remain valid for 90 days past the submission deadline.
10. The proposer's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over proposal/purchase shall apply to the contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Certificate of Non-Collusion attached (Appendix C).
12. All costs involved in preparing the Proposal will be borne by the vendor; the Town, will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
13. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

14. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority's decision or judgment on these matters shall be final, conclusive and binding.
15. Proposals shall be submitted to the Town Administrator's Office at 24 Perry Ave, Buzzards Bay, MA 02532. Any proposal received after the date and time stated in the "Legal Advertisement" will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the proposer.
16. The evaluation of the Non-Price Technical Proposals will be conducted by a committee appointed by the Town. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
17. The Non-Price Proposals will be opened in confidence in accordance with c. 30B, §6 (d), and not be disclosed to the public or competing proposers until the evaluation process is completed. A register of proposals will be completed indicating the name of the proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. The Price Proposals will be opened only after the evaluation has been completed.
18. Any contract resulting from this RFP shall be awarded to the responsible and responsive proposer whose Proposal is deemed to be the most advantageous to the Town taking into consideration the evaluation criteria set forth in this RFP and price. The Evaluation Committee will be the sole judge in determining whether a vendor's proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the Town per the attached contract document and Contract.
19. Response to this Request for Proposal acknowledges the vendor's acceptance of all sections and requirements of this document. The Request for Proposal will be written into the successful firm/individual's proposal as part of the system contract. If the consultant's proposal does not comply with the requirements of this request for proposal, or if an item is not understood in anyway, a copy of that section of the request for proposal must then be included in the proposal and all its copies clearly stating the deviation, additions, or other comments.
20. Services provided by the successful proposer shall be rendered through the Town's standard contract; a sample copy is included in this RFP packet. The successful proposer will not be considered an employee of the Town and will not receive any benefits of an employee.

#### **B. PRE-PROPOSAL CONFERENCE.**

There will not be a pre-response conference for this RFP.

#### **C. QUESTIONS AND CLARIFICATIONS.**

Questions requiring clarification shall be submitted in writing or to the Assistant Town Administrator prior to the date indicated in Section II, KEY DATES in order to afford the Town adequate time to respond with a correction or additional information prior to the deadline for submission of proposals. Should it be found necessary, a written addendum will be incorporated into the RFP and will become part of the contract. Those who have received a copy of the RFP will be notified of such changes.

**D. NOTIFICATION OF AWARD.**

All proposers will be notified of the selection decision within 60 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

**E. LICENSING AND PERMITS.**

The Vendor certifies that it is qualified to perform the Contract and shall obtain and possess at its sole expense, all necessary licenses, permits, or other authorizations required by the town, the Commonwealth of Massachusetts or any other governmental agency, for any activity under the Contract. The Vendor shall submit copies of such licenses and/or permits to the Town upon request. The Vendor must also certify that it is a duly organized and validly existing entity, licensed to do business in Massachusetts, in good standing in the Commonwealth of Massachusetts, with full power and authority to consummate the Contract, and listed under the Commonwealth of Massachusetts Secretary of State's website as required by law.

**F. MISCELLANEOUS INFORMATION.**

All information acquired by the firm/individual from the municipality or from others at the expense of the municipality in performance of the Contract, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the proposer for delivery to the Town shall be and remain the property of the Town.

The firm/individual agrees that s/he will use this information only as required in the performance of this Contract and will not, before or after the completion of this Contract, otherwise use said information, nor copy, nor reproduce the same in any form except pursuant to the sole written instructions of the Town.

**G. FUTURE WORK.**

Any work outside of the contract resulting from this RFP must be negotiated and agreed to by both parties, in writing prior to the work commencing. The value of the contract may not exceed 25% of the base contract price as allowed by Chapter 30B of the laws of the Commonwealth of Massachusetts.

**H. MINORITY OR WOMAN BUSINESS ENTERPRISE PARTICIPATION.**

Minority-Owned Business Enterprises (MBE) or Woman-Owned Business Enterprises (WBE) are strongly encouraged to submit proposals in response to the Request for Proposal (RFP). For the purposes of this RFP, the term MBE or WBE shall mean a vendor who is certified as a minority business enterprise by the Massachusetts Supplier Diversity Office (SDO), and who is certified at the time the vendor's proposal is submitted.

All minority owned businesses are encouraged to apply for SDO certification. For further information on SDA qualifications, or access to SDO vendor lists, contact the State Diversity Office for assistance at (617) 502-8831.

The Town of Bourne will require Consultants and subcontractors involved in local municipal projects to abide by the Equal Opportunity Anti-Discrimination Program guidelines below, which form a part of the contract generating from this RFP.

#### **EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION PROGRAM**

During the performance of this contract, the Vendor and all of (his/her) Sub-Vendors (wherein after collectively referred to as the Vendor), for him/herself, his/her assignees, and successors in interest, agree as follows:

**The Vendor, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors, or in the procurement of materials and rentals of equipment. Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151B)**

**The Vendor by signing the contract offered by the Town agrees to abide by the above paragraph to the best of his/her ability.**

## **IV. PROPOSAL REQUIREMENTS**

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### **A. SCOPE OF SERVICES.**

The Town of Bourne seeks proposals from qualified vendors to provide, produce and deliver the following, as specified in Section IV.C., below:

1. Eight (8) precinct tabulators with ballot boxes and election night reporting software and hardware;
2. Three (3) precinct tabulators (without ballot boxes) with election night reporting software and hardware (to be used as spares).
3. Sixteen (16) electronic poll books/direct receipt thermal printer bundles; and
4. One (1) high speed central tabulation scanner.

All equipment and software offered must be compatible with existing Town of Bourne Elections and Registrations operating procedures and capabilities.

### **B. MINIMUM REQUIREMENTS.**

The Evaluation Committee shall reject proposals which do not meet the following certain minimum requirements:

1. Proposers must be in the business of selling Electronic Optical Scanning Vote Tabulators and related and have at least five-(5) years of experience in such business.
2. The system proposed must be federally certified to the current EAC standards. (Include copy of EAC certification).
3. The system proposed must have been certified for use by the Secretary of State of the Commonwealth of Massachusetts (include copy of letter of approval).

4. Proposed equipment must be unused and must include the latest versions of software.
5. Tech support, maintenance, and warranty for a minimum of 2 years after purchase.
6. Tabulator can be accessed by disabled or physically impaired individuals without assistance or direction from staff.
7. Tabulator configured so as to never lose power for 12 hours in case of power outage
8. Communication Screen is 15 or more inches measured diagonally.
9. The proposed equipment must include a protective carrying case for the tabulating unit, with a telescopic handle for ease of transportation and must fit on top of the ballot box with the electronic tabulation device inside the case ready to be put into operation mode.
10. The proposed system must include a compatible election night reporting software package with wireless modem.
11. The proposer's ballot box must be capable of being stacked 4 high.
12. Communication Screen Content is concise with easily understandable voting direction/prompts, and under-vote, over-vote, or blank ballot flags. No staff explanation required.
13. All proposals shall be submitted to the Administration Office as stated in "Legal Advertisement"- Appendix F. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer. Sealed Non-Price Proposals must be submitted in a separate, sealed envelope from the Sealed Price Proposal.
14. The proposal must be received in the Town Administrator's Office before the deadline for receipt of proposals as stated in Section II, KEY DATES, and must be complete (must include or address all items specified in Section VI -- Proposal Submission Requirements).
15. The proposer must have signed the Certificate of Non-Collusion and the State Taxes Certification Clause (Appendix C), and include in the proposal package.
16. The proposal must be signed by an agent of the company who has authority to bind the company to a firm bid price.
17. All responses are to include a statement that the Proposal is in accordance with this Request for Proposal and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.

## C. TECHNICAL SPECIFICATIONS

Inclusive of the "comparative criteria" that will be used in evaluating bidders to determine the most advantageous proposal for the Town, bidders should use the minimum requirements, scope of services and technical specifications as the framework when drafting the "Bidder's non-price proposal" to the Town.

### **ARTICLE 1. PRECINCT TABULATORS**

- A. Each of the eight (8) precinct tabulators will consist of at least:
  1. Electronic digital optical scanning tabulation with protective carrying case;
  2. Two (2) sets for each machine of memory cards as required to conduct Town, State, and Federal elections;
  3. Internal backup battery, standard 120-volt AC power cord, key set. Internal battery must provide at least two (2) hours of continuous use in the event of electrical failure;



4. Supplies necessary to immediately utilize machine, including thermal paper roll and marking pens;
  5. Easily readable display screen capable of displaying the status of the tabulator to workers and voters in English, with the capability of adding other languages in the future.
- B. Each of the eight (8) ballot boxes will consist of three (3) compartments, locking caster wheels, and a built-in power supply.
  - C. All voting equipment offered must be certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections as required by 950 Code of Massachusetts Regulations, Section 50.02, or other applicable law. Bidders are required to provide Secretary of State's Letter of Approval with bid submission.
  - D. All voting equipment offered must meet or exceed the Federal Voluntary Voting System Standards of 2005 as adopted by the Election Assistance Commission. Bidders must include a copy of the EAC Certification with the bid submission. Equipment must be lightweight, easy to store, move, and set up. Equipment must be new; used, refurbished, or demonstration equipment is not acceptable to this bid.
  - E. Ballot boxes and tabulators must come from the same manufacturer and be compatible to each other. As part of the bid submission, bidders are required to submit manufacturer's product information literature, as well as a written description of the proposed equipment, size, and setup to allow for full evaluation of the product the bidder intends on supplying.
  - F. Vote tabulators supplied via this bid must be able to:
    1. Scan marked and unmarked paper ballots;
    2. Interpret and tabulate voter marks on either single or double-sided paper ballots;
    3. Provide adequate storage for paper ballots;
    4. Have the ability to be locked to prevent tampering;
    5. Be configured to handle multiple ballot scenarios, accept multiple cards and ballot styles;
    6. Display notification to voter identifying discrepancies on the ballot, including under, over, and blank ballot votes. Such notification must allow for the option of voter to correct ballot or cast with discrepancy and register any over votes as 'blank' to prevent double voting;
    7. Contain ADA compliant configuration.

## **ARTICLE 2. CENTRAL SCANNER**

- A. All voting equipment offered must be certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections as required by 950 Code of Massachusetts Regulations, Section 50.02, and all other applicable law.
- B. Central Scanner must be fully compatible with the proposed tabulator hardware and software and able to scan single and double sided 11" to 22" ballots.
- C. The voting system to be supplied must include a compatible election night reporting software package, and must come supplied pre-loaded onto a compatible, brand new laptop computer that the vendor supplies as part of the package. This software package must include the initial software license for the first year of usage. Costs for this equipment and software must be included in your bid price.
- D. Laptop computer must come equipped with a minimum of the following:

1. Minimum of a 15-inch screen (measured diagonally);
2. Microsoft Windows 10 Operating System or newer version;
3. Minimum of 500GB Hard Drive;
4. Minimum of 8GB of Ram;
5. On-site training on the use of laptop and software package to Town Clerk and up to 3 other Town staff members. Cost for this training must be included in proposal price.

### **ARTICLE 3. ELECTRONIC POLLBOOKS**

- A. Electronic poll books must be capable of operating without available Wi-Fi and still provide the option of syncing with each other pending network connection.
- B. Poll books, software, and accompanying equipment must be approved by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal Elections.
- C. Electronic poll books must come with compatible thermal printers for use during in-person and early voting opportunities. All equipment will fit securely in protective carrying case; Reporting functions include the option of printing voter bar codes;
- D. Software will allow for an override of the system if an inactive, absentee, or early voter is proven to be eligible to cast a ballot at the polls.
- E. Software will support VRIS supplied voter extracts and will provide security from unauthorized access.

### **ARTICLE 4. TRAINING & SUPPORT**

- A. The vendor will provide a minimum of two (2) hours of on-site training for the Town Clerk and office staff on all voting equipment. All training will take place at the Bourne Town Hall during normal business hours. Training will cover basic use of the vote tabulator equipment, pre-election testing and Election Day procedures. Training will be scheduled by the Town Clerk, and the vendor will accommodate said schedule.

The vendor will provide a minimum of two (2) hours of on-site training for Town Poll Workers. All training will take place at Town Hall or a site designated by the Town Clerk after normal business hours (i.e. evenings, time varies). Training will cover Election Day procedures and basic troubleshooting. Training will be scheduled by the Town Clerk, and the vendor will accommodate said schedule.

- B. Training will cover the basic use of all newly obtained equipment and software, and will include pre-election testing, Election Day procedures, basic troubleshooting, and report generating.
- C. Vendor must include one (1) on-site refresher training session for staff, board of registers and poll workers for the second election.
- D. Vendor must include two (2) staff persons on-site, all day, for the first and second elections, and will work with Town of Bourne from one (1) hour prior to opening the polls until two (2) hours after the polls close on the first and second Election Day in which new equipment is used. Said employees will be present during the poll worker training session to ensure all poll workers are familiar with, and have had interaction with, the employees prior to the Election.
- E. Vendor will provide documentation to aid in training that the Town may use on an ongoing basis.

- F. Vendor will provide Town of Bourne with ongoing support to address equipment and software issues on any given Election Day with on-site response, if necessary, within one (1) hour or less.
- G. Support must include ability of vendor to print local election ballots.

#### **ARTICLE 5. TWO-YEAR HARDWARE AND SOFTWARE WARRANTY**

- A. All equipment and software provided by the vendor will be covered by a minimum two (2) year, all-inclusive warranty. Warranty must cover all parts, equipment, labor, travel, and shipping costs and include annual maintenance visit to inspect, calibrate, and service all equipment. Associated costs for the first two years of Town of Bourne ownership is to be included in bid price.
- B. Any necessary repairs will take place on site in the Town of Bourne. If on site repair is not possible, loaner equipment will be left with the Town at no charge until all equipment can be repaired and returned to the Town. This includes any issues arising on any given Election Day.
- C. Vendor will provide unlimited access to the vendor's Help Desk/Customer Assistance for pre-election, Election Day, and post-election questions, concerns, or troubleshooting.
- D. Provide an annual maintenance visit to the Town to inspect and service all equipment.

#### **ARTICLE 6. POST WARRANTY MAINTENANCE & SOFTWARE LICENSE FEES**

- A. After the original 2-year warranty period expires on the voting equipment; the vendor will provide annual voting equipment maintenance to the Town, for which the vendor will be allowed to charge a fee. The fee must remain the same for the first 3 years of fee-based maintenance (i.e. years 3-5 of Town equipment ownership).
- B. After the original first year software license period expires for the Results, Tally & Reporting Software Package; the vendor will be allowed to charge an annual license fee for the software. The fee must remain the same for the first 5 years for which the fee is charged (i.e. years 3-7 of the Town's software usage).

#### **ARTICLE 7. TRADE-IN**

The Town of Bourne currently has fifteen (15) AccuVote voting machines that it will be trading in against the purchase of the new equipment required by this proposal in Fiscal Year 2024. Proposers will indicate the trade-in price they are offering for this equipment on the Price Proposal Form.

#### **ARTICLE 8. VENDOR SERVICE FACILITY**

The vendor must maintain a service center. The service center must be stocked with voting equipment repair/replacement parts, as well as adequately staffed with technicians trained in repairing and servicing all voting equipment it supplies to the Town of Bourne. If equipment is not able to be repaired on site then loaner equipment must be provided if equipment failure is within 30 days of an election. Staff levels must be such that a technician is dedicated for Bourne on election days. Proposers must list their facility's physical address on the Vendor Location Form included with this request for proposal.

#### **ARTICLE 9. MISCELLANEOUS SUPPLIES**

In addition to the fully complemented systems listed above, the bid must also provide for miscellaneous supplies that include forty (40) ribbons; sixty (60) paper rolls; eighty (80) 8

½" x 11" secrecy sleeves; eighty (80) 8 ½" x 14" secrecy sleeves; and two thousand five hundred (2,500) demonstration ballots.

#### **ARTICLE 10. STAFFING**

- A. The Proposer must set forth a list of the staffing to be utilized for this service, including name, qualifications and experience and role they are to be assigned.
- B. Vendor must be prepared to contractually commit all individuals as submitted in their proposal, to this service. Any deviation from the proposed individuals will constitute a breach of Contract to any contractual agreement, which may result from this Request for Proposals.
- C. Should it become impossible for a contractually committed individual to complete his/her duties, for a reason such as termination of employment, any change will in the Vendor's staffing as outlined in the proposal will be subject to the approval of the Town. The Town shall notify the Vendor within fifteen (15) business days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced unless approved by the Town.

#### **ARTICLE 11. SCHEDULE/PROJECT TIMELINE**

The vendor, in their response to the RFP, shall put forth a reasonable schedule for accomplishing the Scope of Services. Once the contract is executed, anticipated tasks and deliverables provided below is expected to be carried out prior to the May, 2024 Town Election. The Town will coordinate a definitive schedule with the selected vendor.

The proposer may include additional steps, milestones or details as needed.

<b>Task</b>	<b>Milestones</b>
Initial Meeting with Town Staff and Departments, and/or other participants.	
Delivery of equipment, installation of software	
On Site Training – Staff, Board of Registrars	
On Site Training – Poll workers	

#### **D. FINANCIAL SCOPE OF SERVICES**

##### **Total cost for all aspects of the total project work.**

Proposer shall specify, in a separately sealed Price Proposal, a Fixed Fee for all aspects performing the specified project work. Please note that the Town cannot pay up front for work or offer any kind of deposit. The Town reserves the right to hold back payment for outstanding tasks despite contractor's final submission of the plan. The Price Proposal worksheet provided in Appendix B must be filled out and submitted in a separately sealed envelope. Specific additional information concerning the costs associated with operations, expenses the proposer will bear, and any reference to compensation must be included in the firm fixed price proposal section.

The price proposal must be submitted in a separately sealed envelope and no mention of the pricing portions of the proposal can be mentioned in the technical or non-price

portion of the proposal. Failure to meet this stipulation may cause the proposal to be rejected.

#### E. ADDITIONAL NARRATIVE INFORMATION

1. A listing of all required references with name, title, and telephone number, with descriptions and costs of prior similar contracted services completed;
2. A general company profile or brochure and list of key personnel who will participate on this project with resumes included;
3. If applicable, and the company is not registered in Massachusetts, proof of registration with the Massachusetts Secretary of State as a “foreign” corporation authorized to do business in the Commonwealth of Massachusetts. See website at <http://www.sec.state.ma.us/cor/coridx.htm>;
4. The identification of any and all consultants and/or subcontractors who will work with the proposer with resumes attached; and the proposer’s approach to management of all identified subcontractors, if any;
5. Evidence of financial stability;
6. Any other information that the proposer considers relevant for the purpose of evaluating its qualification for the project; and Technical and Price proposals as required.

#### F. MISCELLANEOUS REQUIREMENTS

**Public Relations.** The Town and the contracted vendor shall cooperate in maintaining good public relations throughout the period of this project.

#### G. PAYMENTS

Payments will be made upon receipt of invoices for completed work. No payments will be made in advance of service. Invoices will be submitted to the attention of the Town Clerk’s Offices, 24 Perry Ave, Buzzards Bay, MA 02532, for review and payment.

### V. PROPOSAL EVALUATION

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The Chief Procurement Officer/Town Administrator shall designate the individual or individuals responsible for the evaluation of the proposals on the basis of the criteria other than price. Those proposals that meet all of the minimum requirements as outlined in this RFP, and are determined to be both responsive (those that offer all of the services requested in the RFP and contain all of the required information and forms properly completed) and those that are responsible (those with the capability, integrity and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section.

The designated individual(s) shall prepare their evaluations based solely on the comparative criterion set forth below.

**An “Unacceptable” rating in any one of the eight (8) criterions will eliminate the proposal from further consideration.**

The Town reserves the right to award the contract to the responsive and responsible proposal which best meets the Town’s needs, taking into account proposal quality and proposal price. If the lowest priced proposal is not selected and has received at minimum a rating of advantageous,

the evaluation committee shall explain the reasons for the award in writing to the Chief Procurement Officer/Town Administrator, specifying in reasonable detail the basis for determining that the Town should award the contract to a different proposal.

#### A. MINIMUM EVALUATION CRITERIA

***Failure to meet the following minimum evaluation criteria may result in immediate rejection of the proposal.***

1. Minimum Requirements: Vendors must meet the minimum requirements as specified in Section IV.B.

#### B. COMPARATIVE EVALUATION CRITERIA

1. **RESPONSE TO TECHNICAL SCOPE OF SERVICES (SECTION IV.C)** (not including staffing questions)

<b>Unacceptable</b>	Proposal did not demonstrate that the proposer can successfully meet the proposal requirements.
<b>Not Advantageous</b>	Proposal did not adequately explain all aspects of methodology.
<b>Advantageous</b>	Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in all areas.
<b>Highly Advantageous</b>	Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by all documents in all areas.

2. **PRECINCT TABULATOR REQUIREMENTS.**

<b>Unacceptable</b>	Tabulators are not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and do not meet or exceed the Federal Voluntary Voting System Standards.
<b>Not Advantageous</b>	Tabulators meet only minimum requirements.
<b>Advantageous</b>	Tabulators meet majority of the requirements outlined in Precinct Tabulators section above.
<b>Highly Advantageous</b>	Tabulators consist of all required equipment and capabilities as outlined in Precinct Tabulators section above.

3. **CENTRAL SCANNER**

<b>Unacceptable</b>	Central Scanner is not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and does not meet or exceed the Federal Voluntary Voting System Standards.
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<b>Not Advantageous</b>	Central Scanner meets only minimum requirements
<b>Advantageous</b>	Central Scanner meets majority of the requirements as outlined in Central Scanner section above.
<b>Highly Advantageous</b>	Central Scanner consists of all requirements as outlined in Central Scanner section above.

#### 4. ELECTRONIC POLLBOOKS

<b>Unacceptable</b>	Electronic Pollbooks are not certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections and do not meet or exceed the Federal Voluntary Voting System Standards.
<b>Not Advantageous</b>	Pollbooks meet only minimum requirements.
<b>Advantageous</b>	Pollbooks consist of majority of requirements as outlined in Electronic Pollbook section above.
<b>Highly Advantageous</b>	Pollbooks consist of all requirements as outlined in Electronic Pollbook section above.

#### 5. TRAINING AND SUPPORT

<b>Unacceptable</b>	Vendor provides limited ongoing support, specifically with Election Day priorities.
<b>Not Advantageous</b>	Training and support provided meets only minimum requirements.
<b>Advantageous</b>	Training and support provided meets majority of requirements as outlined in Training section above
<b>Highly Advantageous</b>	Training and support provided meets all requirements as outlined in Training section above.

#### 6. HARDWARE AND SOFTWARE WARRANTY

<b>Unacceptable</b>	Vendor provided limited hardware and software warranty protections.
<b>Not Advantageous</b>	Warranty meets only minimum requirements.
<b>Advantageous</b>	Warranty meets majority of requirements as outlined in Hardware and Software Warranty section above.
<b>Highly Advantageous</b>	Warranty meets or exceeds all requirements as outlined in Hardware and Software Warranty section above.

#### 7. RESPONSE TO PROJECT TIMELINE.

<b>Unacceptable</b>	Proposal did not address any timeline of project.
<b>Not Advantageous</b>	Proposal is vague; Evaluation Committee is unable to determine if it is consistent with time frame requirements.
<b>Advantageous</b>	Proposal was adequate, appeared consistent with project intent, and responded to needs expressed by the documents in regards to timeline for completion of project.
<b>Highly Advantageous</b>	Proposal was very thorough, appeared consistent with and elaborated upon project intent regarding time line, and responded extensively to needs expressed by the documents in all areas in regards to impact on timeline.

#### 8. QUALITY OF PROPOSAL AND QUALITY OF EXPERIENCE.

<b>Unacceptable</b>	Proposal did not demonstrate that the proposer has the experience to fulfil the scope of the proposal.
<b>Not Advantageous</b>	<p>The proposal does not demonstrate a solid understanding of Direct Read Optical Scan Vote Tabulators or a good understanding system requirements.</p> <p>The client list does not demonstrate good experience in providing expert advice on Direct Read Optical Scan Vote Tabulators and assistance to government and other organizations of a similar size to Bourne.</p> <p>The assigned employees do not have adequate experience working with Town Clerk personnel.</p>
<b>Advantageous</b>	<p>The proposal demonstrates a good-depth understanding of Direct Read Optical Scan Vote Tabulators and a good understanding of system requirements.</p> <p>The client list demonstrates a good experience in providing expert advice on Direct Read Optical Scan Vote Tabulators and assistance to government and other organizations of a similar size to Bourne.</p> <p>Assigned employees have good experience working with Town Clerk personnel.</p>
<b>Highly Advantageous</b>	<p>The proposal demonstrates an in-depth understanding of Direct Read Optical Scan Vote Tabulators and an in-depth understanding of system requirements.</p> <p>The client list demonstrates superior experience in providing expert advice on Direct Read Optical Scan Vote Tabulators and assistance to government and other organizations of a similar size to Bourne.</p>



	Assigned employees have superior experience working with Town Clerk personnel.
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### C. INTERVIEW.

After review of the technical proposals, the Evaluation Committee may interview qualified, responsive and responsible proposers. Proposers whose submittals do not meet the minimum requirements or that are determined not advantageous will not be interviewed.

In accordance with those interviews, the Evaluation Committee will then rank those finalists and make recommendation of award to the Town Administrator as the awarding authority on this project, subject to the satisfactory negotiations of the plan of services. If the Town Administrator, or designee, is unable to negotiate a contract, including any modifications to the fee, with the top-ranked finalist, the Town Administrator, or designee, will then commence negotiations with the next ranked finalist and so on, until a contract is successfully negotiated and approved by the Town Administrator.

Reimbursement for expenses uncured for this interview will not be forthcoming to either the awarded Consultant or any other candidate asked to be interviewed. The Town of Bourne reserved the right to change the interview period or to extend the dates during which interviews may be undertaken.

### D. RULE FOR AWARD.

The award (if any) of this contract will be made to the responsive and responsible respondent offering the most advantageous proposal, taking into consideration the evaluation criteria, the interview process (if necessary), and price.

## VI. PROPOSAL SUBMISSION REQUIREMENTS

### A. SUBMISSION

Two (2) separate sealed envelopes: first envelope containing one (1) original unbound copy of the non-price technical proposal marked, along with a thumb drive containing an electronic (PDF) copy of the technical proposal. No price information should be included as part of the electronic submittal; and, second envelope containing one (1) original price proposal.

#### **Envelope 1:**

Containing one (1) original **unbound** copy of the non-price technical proposal marked, along with a thumb drive containing an electronic (PDF) copy of the technical proposal. No price information should be included as part of the electronic submittal

#### **“Electronic Voting Equipment & Software (Technical Proposal, Non-Price)”.**

- a. Appendix A - Required Form 1: Proposal Cover Sheet including name of Agency/Firm, address and telephone number, signed in ink by someone authorized to sign such documents.
- b. Non-Price Technical Proposal

- c. Appendix C – Required Form 3: Combined Certification of Tax Compliance, and Non Collusion
- d. Evidence of financial stability. The Town reserves the right to request additional financial information from any proposer who does not submit adequate information to allow the Town to make a reasonable determination of financial capability.

Complete proposals must also include the following:

- a. An expanded scope of services for all work required;
- b. A listing of all current and past public and private projects of a similar nature with name and telephone number of reference person to contact;
- c. A general company/firm profile or brochure and list of key personnel who will participate on this project with resumes included;
- d. The identification of any-and-all vendors who will work with the proposer with resumes attached; please identify the individual who will have the primary responsibility for this project;
- e. Work plan and schedule, which reflects timetable for completion of project services;
- f. Appropriate certificates of insurance;
- g. Response to comparative evaluation criteria in detail;
- h. Any other information that the proposer considers relevant for the purpose of evaluating its qualification for the project.

## **Envelope 2:**

Containing one (1) original of the price proposal marked:

### **“Electronic Voting Equipment & Software (Price Proposal)”**

- a. Appendix B -Required Form 2 – General Proposal Pricing Sheet - fully completed to indicate the abilities and capacities of the equipment to be used. All sections of the worksheet (Appendix B) must be completely filled out. Any price response which is obscure or incomplete may be removed from consideration.

## **B. CONTACT**

Clarification and interpretation of this Request for Proposal must be requested in writing. Responses shall be likewise furnished. The last day to submit written requests is February 9, 2024. After that day no requests or questions will be accepted. Please contact the Town of Bourne for clarification of this Request for Proposal, direct all inquired regarding the plan to:

Liz Hartsgrove, Assistant Town Administrator  
 Town of Bourne  
 24 Perry Ave  
 Buzzards Bay, MA 02532  
 Email: ehartsgrove@townofbourne.com  
 Phone (508-759-0600 ext. 1355)  
 Business Hours: 8:30a.m. – 4:30p.m. Monday through Friday

**PROJECT NAME: ELECTRONIC VOTING EQUIPMENT & SOFTWARE**

BUSINESS NAME:	
BUSINESS ADDRESS:	
BUSINESS PHONE NUMBER:	
CONTACT NAME:	
CONTACT CELL PHONE NUMBER:	
CONTACT EMAIL ADDRESS:	
PRINT NAME OF AUTHORIZED SIGNATURE:	
AUTHORIZED SIGNATURE	

Please acknowledge Addendums by Number Here: \_\_\_\_\_

**PROPOSAL CHECKLIST**

**A. NON-PRICE PROPOSAL FORMS**

- \_\_\_\_\_ Appendix A - Required Form 1: Proposal Cover Sheet
- \_\_\_\_\_ Appendix C – Required Form 3: Combined Certification of Tax Compliance, and Non Collusion
- \_\_\_\_\_ Non-Price Proposal: Technical proposal

**\*\*Do not include any reference to prices in the Non-Price Technical Proposal.\*\***

**B. PRICE PROPOSAL FORM**

- \_\_\_\_\_ Appendix B – Required Form 2: General Proposal Pricing Sheet

**ELECTRONIC VOTING EQUIPMENT & SOFTWARE**

To: Town of Bourne, Awarding Authority, Office of the Town Administrator

From: \_\_\_\_\_  
(Name of General Bidder)

Attached to this pricing sheet is a complete rate structure including all hourly rates by discipline/position and any other associated charges including in the total lump fee. Include a breakdown of the fee by tasks and discipline/staff carried within this proposal. Also include a proposed project schedule.

The Vendor's fee is subject to downward negotiations. The Vendor will execute the Town's contract document. The Town will not pay for any additional work on this project without the prior written approval. Attached to this pricing sheet is a complete rate structure including all hourly rates by discipline/position and any other associated charges included in the total lump fee. Included a work hour estimate encompassing the Scope of Work as outlined in the RFP. (Included detailed non-price man-hours/task matrix by discipline/task in the technical proposal and priced matrix in this price proposal).

We propose the following Unit and **total fixed price** for services as specified in this Request for Proposal document, and any additional fees not listed, as follows:

1. Eight (8) Precinct- tabulators (with 3 backups) with ballot boxes and election night reporting software and hardware \$ \_\_\_\_\_
2. Sixteen (16) electronic pollbooks/direct receipt thermal printer bundles \$ \_\_\_\_\_
3. One (1) high speed central tabulation scanner \$ \_\_\_\_\_
4. Equipment Installation \$ \_\_\_\_\_
5. 2-year Hardware & Software Warranty \$ \_\_\_\_\_
6. Training & Support \$ \_\_\_\_\_
7. Shipping & Handling \$ \_\_\_\_\_
8. Discount Offered \$ \_\_\_\_\_

**TOTAL NOT TO EXCEED FEE:** \$ \_\_\_\_\_*(in words which prevail)*

\* All incidental and expense costs must be included in the above fixed price not to exceed fee. The Town will not pay for any additional work on this project without prior written approval.

Acknowledgement of Addendums received for this Request for Proposal \_\_\_\_\_  
(Please list # of addendums)

**ELECTRONIC VOTING EQUIPMENT & SOFTWARE**

Your signature below acknowledges your understanding of these parameters and your willingness to live within the stated financial constraints of the project.

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**CERTIFICATIONS REQUIRED BY LAW  
FOR PUBLIC CONSTRUCTION CONTRACT**

You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

**TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**IF A FOREIGN CORPORATION**

I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39L and Chapter 156D as they relate to Foreign Corporations.

<small>(Check one)</small>	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> I comply and am registered and in good standing with the Massachusetts Secretary of State
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**COMPLETE AND SIGN BELOW:**

<hr/> Authorized Person's Signature	<hr/> Date
<hr/> Print Name & Title of Signatory	<hr/> Name of Contractor

Proposers must agree to enter into a contract similar as below, if awarded.

## **CONTRACT FOR SERVICES**

<b>TOWN:</b>	Town of Bourne
<b>TOWN'S REPRESENTATIVE:</b>	
<b>VENDOR:</b>	
<b>PROJECT:</b>	
<b>SITE:</b>	
<b>DATE:</b>	
<b>BUDGET:</b>	

The Town hereby accepts the Vendor's proposal to perform services ("Services") in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; and (iii) the salary or hourly rate attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

### **COMMENCEMENT OF WORK (check applicable box):**

- ☐ This Agreement constitutes a notice to proceed with services.
- ☐ Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

<b>INSURANCE:</b>	<b>MINIMUM INSURANCE LIMITS</b>
General Liability (Bodily Injury & Property Damage):	\$1,000,000.00
General Liability – Aggregate:	\$3,000,000.00
Worker's Compensation:	\$ (as required by law)
Automobile Liability:	\$1,000,000.00
Umbrella Liability:	\$2,000,000.00
Umbrella Liability – Aggregate:	\$2,000,000.00
Professional Liability (Errors & Omissions):	\$2,000,000.00
Professional Liability – Aggregate:	\$2,000,000.00

### **COMPLETION DATE:**

### **PERSONNEL AND SUBCONTRACTORS:**

Vendor's Team:

Subcontractors:

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List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TOWN:**

\_\_\_\_\_

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**VENDOR:**

\_\_\_\_\_

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Approved as to availability of funds:

\_\_\_\_\_

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

Title: \_\_\_\_\_



# EXHIBIT A

## TERMS AND CONDITIONS

### **1. PERFORMANCE OF SERVICES**

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Vendor to cease providing Services immediately upon written notice.

### **2. TIME**

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the Town for the performance of the Vendor's Services. Time is of the essence of this Agreement.

### **3. REIMBURSABLE EXPENSES**

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

### **4. VENDOR'S COMPENSATION**

- a. Lump Sum. If Services are to be provided on a Lump Sum basis, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor is the amount set forth on page one of this Agreement. The Town shall pay the Vendor as Services are performed by the Vendor based upon the portion of Services completed.
- b. Upset Limit. If Services are to be provided subject to an Upset Limit, the total amount of compensation due to the Vendor in consideration of the full performance of Services by the Vendor shall in no event exceed the amount set forth on page one of this Agreement. Unless otherwise agreed, payments shall be made to the Vendor on a Time Card/Unit Price basis as provided in paragraph c. below, subject to the Upset Limit.
- c. Time Card/Unit Price. If Services are to be provided on a Time Card/Unit Price basis, payments shall be made to the Vendor for Services performed based upon the salary or hourly rate or unit price schedule included in the Proposal or attached as **Exhibit C**. If the agreed rate schedule is not included in the Proposal or attached as **Exhibit C**, the Vendor shall submit to the Town, before proceeding with Services, a rate schedule listing the

maximum rates to be charged for the various employees or categories of employees performing Services or categories or services. Compensation for services performed by authorized Subcontractors shall be on the basis of the actual costs to the Vendor unless otherwise specified herein or in the Proposal. The Vendor shall use his best efforts to complete the performance of his Services within the Estimated Amount set forth on the first page of this Agreement. The Vendor shall advise the Town at such time as the Estimated Amount has been reached. The Town shall not be obligated to pay for any amount in excess of the Estimated Amount, unless the Town gives the Vendor a written notice authorizing the further performance of Services and the incurring of additional costs for such Services.

- d. No Compensation for Certain Services. Neither the Vendor nor any of its Subcontractors shall be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the Vendor in the preparation of construction documents or other work products, as reasonably determined by the executive head of the Town, nor for any services made necessary by the fault or negligence of the Vendor or its Subcontractors.
- e. Subject to Appropriation. The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town for damages, lost profits, penalties, or other charges arising from early termination.

## **5. PAYMENT**

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

## **6. VENDOR'S ACCOUNTING RECORDS**

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

## **7. REPORTS, DRAWINGS, ETC.**

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as

the Town may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the Town in connection with the performance of the Vendor's Services. Upon the expiration or termination of this Agreement for any reason, all Materials and other work product that have been accumulated, developed or prepared by the Vendor (whether completed or in process) shall become property of the Town and the Vendor shall immediately deliver or otherwise make available such Materials to the Town.

## **8. INSURANCE**

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.
- b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage.
- c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.
- d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage.
- e. Umbrella Liability insurance following the same form as the Contractor's underlying General Liability, Automobile Liability and Employer's Liability insurance, which shall be maintained for at least three years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Vendor hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be cancelled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is cancelled or amended, the Vendor shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, d and e, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

At the request of the Town, a Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the

Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

#### **9. INDEMNIFICATION**

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

#### **10. COMPLIANCE WITH LAW**

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

#### **11. TERMINATION OF AGREEMENT**

The Town may terminate this Agreement as follows:

- a. For its convenience, without cause, and/or for any reason, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

#### **12. MISCELLANEOUS PROVISIONS**

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Vendor.
- d. Confidentiality. The Vendor shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.
- e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, vendors and lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.
- f. Additional Services. If the Town requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.
- g. Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Barnstable County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.
- h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Vendor hereunder, for the Town's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Vendor for indirect, incidental or consequential damages.
- i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town

may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

- k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

### **13. EQUAL EMPLOYMENT OPPORTUNITY**

- a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.
- b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.
- c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

### **14. CERTIFICATIONS BY VENDOR**

By execution of this Agreement, the Vendor certifies:

- a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.
- c. No person, corporation or other entity, other than a bona fide full time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.
- d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

### **15. TAXES**

- a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.

- b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the Town to the Vendor with respect to such tax exempt articles as may be required under this Agreement. The Vendor shall not pay, and the Town shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

**16. CONFLICT OF INTEREST**

The Vendor acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

**EXHIBIT B**  
**SCOPE OF SERVICES**



**EXHIBIT C**  
**PRICING SCHEDULE**

## APPENDIX E – SIGNATORY AUTHORIZATION FORM

Project Name: Electronic Voting Equipment & Software Date: \_\_\_\_\_

At a duly constituted meeting of \_\_\_\_\_ held on \_\_\_\_\_  
(Name of Corporation) (Date of Meeting)

at which all Directors were present or waived notice, it was voted that:

\_\_\_\_\_  
(Name of Officer)

\_\_\_\_\_  
(Title of Officer)

Of this company, be and he/she is hereby authorized to execute contracts and bonds in the mane and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or obligation in this company's name on its behalf of such

\_\_\_\_\_  
(Officer) under seal of the company, shall be valid and binding upon this company.

A TRUE COPY, ATTEST:

\_\_\_\_\_  
(Clerk of the Corporation) (Print Name & Signature)

Place of Business: \_\_\_\_\_

I hereby certify that I am the clerk of the \_\_\_\_\_ and that  
\_\_\_\_\_ is duly elected \_\_\_\_\_ of  
(Print Name of Officer) (Print Signature Name & Title)

Company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of signature of this contract.

(CORPORATE SEAL)

\_\_\_\_\_  
(Clerk of the Corporation)

IF A FOREIGN CORPORATION: I hereby certify that I comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39L and Chapter 156D as they relate to Foreign Corporations.

(Check one) ☐ Not Applicable ☐ I comply and am registered and in good standing with the Massachusetts Secretary of State.

NOTARIZATION:

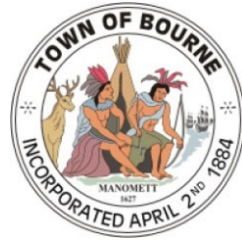
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public,  
Personally appeared \_\_\_\_\_, proved to me through satisfactory evidence  
of identification, which were \_\_\_\_\_  
to be the person whose name is signed on the proceeding or attached document in my presence.

\_\_\_\_\_  
Notary Public

Print Name of Notary Public \_\_\_\_\_

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

# PUBLIC NOTICE



## TOWN OF BOURNE - REQUEST FOR PROPOSAL

### TOWN OF BOURNE ELECTRONIC VOTING EQUIPMENT & SOFTWARE PROJECT

The Town of Bourne Administration office on behalf of the Town Clerk is seeking proposals from qualified vendors which are certified by the Commonwealth of Massachusetts' Secretary of State's Election Division for use in all Town, State, and Federal elections, to replace the Town's current voting systems with:

***Electronic tabulators, software and hardware for eight (8) precincts (including three back-ups), sixteen (16) electronic poll-books/direct receipt thermal printer bundles and one (1) high speed central tabulation scanner.***

Proposals will be for all brand new FEC compliant equipment, not refurbished, and include delivery, software, training, on-site installation and support, two (2)-year 100% parts and labor warranty, miscellaneous supplies including voting booths and maintenance costs as specified herein.

This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and all contracts must be strictly awarded in accordance with the requirements of the Request for Proposal. The Town has no discretion under the law to consider proposals that fail to comply with those requirements, except for minor informalities as permitted by MGL Chapter 30B Section 5(f). If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued to all prospective proposers who received copies of the original request. The Town reserves the right to waive informalities and take any actions deemed to be in the best interest of the Town.

Specifications and Bid documents are available online only on the Town's website at [www.townofbourne.com](http://www.townofbourne.com) where they are publicly available as of January 23, 2024 at 12noon.

Last day to submit questions is February 6, 2024 no later than 12:00 noon. Questions regarding clarification shall be submitted in writing to Liz Hartsgrrove, Assistant Town Administrator through email.

If it becomes necessary to revise any part of this RFP or otherwise provided additional information, an addendum will be issued.

**Responses will be received at the Town of Bourne Town Hall, 24 Perry Ave, Buzzards Bay, MA 02532 until February 13, 2024 at 4:00 PM.** The Non-Price Proposals will be opened in confidence in accordance with c. 30B, §6 (d), and not be disclosed to the public or competing proposers until the evaluation process is completed.

An interview may be conducted with any proposer who is deemed Highly Advantageous or Advantageous during the evaluation of the proposals. The Town reserved the right to reject any or all proposals when it deems it to be in the best interest of the Town.

**Contact:** Liz Hartsgrove, Assistant Town Administrator  
[ehartsgrove@townofbourne.com](mailto:ehartsgrove@townofbourne.com)  
24 Perry Ave, Buzzards Bay MA 02532  
508-759-0600 ext 1355

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Publications:	Bourne Enterprise	January 26, 2024
	Cape Cod Times	January 28, 2024
	COMMBUYS	January 26, 2024
	Goods & Services	January 29, 2024

Website and Town Hall Posting:	January 23, 2024
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