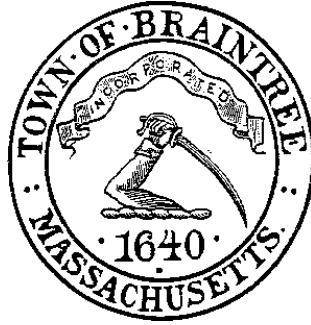




TOWN OF BRAINTREE

ELECTRONIC SCANNERS FOR VOTE TABULATION REQUEST FOR PROPOSALS (RFP)

Release Date: July 16, 2015

DUE: August 3, 2015 at 12:00 PM (Noon)

Awarding Authority:

Mayor of Braintree, with the recommendation of the Chief Procurement Officer and Evaluation Committee

Contact:

Barbara Mello, Contract Administrator
Town of Braintree
One JFK Memorial Drive
Braintree, MA 02184
bmello@braintree.ma.gov

ELECTRONIC SCANNERS FOR VOTE TABULATION RFP

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SECTION I. INTRODUCTION

The Town of Braintree is a community located on Boston's South Shore, and is comprised of approximately 35,700 residents. Braintree, like all other Massachusetts communities, uses paper ballots for municipal, state, and national elections. The Town, acting through its Mayor, seeks qualified proposals for the provision of thirteen electronic scanners for vote tabulation, to replace older equipment. Trade-in of old equipment will be part of the RFP. In addition, training and hardware/software support services are required. Finally, software application(s) for election night results reporting and post-election auditing and recounts are included as an alternate in this RFP.

Attention of all proposers is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts governing the procurement of supplies and services, and to all other applicable sections of the General Laws as most recently amended.

The Chief Procurement Officer may cancel this Request for Proposals, in whole or in part, or may reject all proposals submitted if it is deemed to be in the best interest of the Town.

SECTION II. KEY DATES FOR PROPOSAL

July 16, 2015	Advertise in Braintree Forum
July 16, 2015 (on or before)	Post Legal Ad on Town Clerk Bulletin Board & Website
July 27, 2015 @ 2:00 PM	Deadline for Questions to Contract Administrator
July 29, 2015	Last day Addenda will be issued
August 3, 2015 @ 12:00 PM (noon)	Proposals Due in Contract Administrator's Office
September 3, 2015	(on or before) Notice of Award

SECTION III. CONTRACT

Within seven (7) business days after Issuance of a Notice of Award, the successful proposer is required to execute a contract with the Town of Braintree. The contract form will be provided by the Town and will be substantially as presented in Appendix H .

SECTION IV. INSURANCE

The successful Proposer will be required to furnish, within seven (7) working days of the Notice of Award, a Certificate of Insurance demonstrating the following coverages:

Contractor and Subcontractor(s) shall maintain the insurance coverage listed below. With the exception of Workers' Compensation insurance coverage, Contractor and Subcontractor(s) are required by this agreement to name the Town of Braintree as an additional insured and to provide the Town with certificates of insurance coverage indicating that the Town of Braintree has been added as an additional insured under all insurance coverages required by this contract. Further, Contractor and Subcontractor(s) are required to provide the Town of Braintree with a copy of the current additional insured endorsement page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added.

1. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate;
2. Automobile Liability in the amount of \$1,000,000 for bodily injury and property damage per accident;
3. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate; and
4. Workers' Compensation and Employer's Liability
for the amounts as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Contractor and Subcontractor(s) to be awarded this contract. The types of insurance and coverage limits stated herein are not intended in any way to limit the Contractor or Subcontractor's liability for any damages arising from the Contractor or Subcontractor's performance of services under this contract.

The Contractor and Subcontractor(s) are required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the Contractor shall immediately notify the Town of Braintree, and within thirty (30) days of said lapse, the Contractor shall provide the Town of Braintree with a new certificate of insurance coverage.

V. MINIMUM QUALIFICATIONS

- A. System proposed must meet or exceed U.S. Election Assistance Commission standards.
- B. System proposed must have an active certification letter issued by the Secretary of State of the Commonwealth of Massachusetts. (A copy of the certification will be required as part of the bid package.)
- C. 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. The successful proposer may be asked to provide evidence of financial stability upon the Town's request.

VI. BACKGROUND CHECKS

Most Braintree polling places are located in public schools. Therefore, background checks on persons working on the site will be required. Within seven business days of a Notification of Award, the following two documents must be provided for any employees of the contractor and subcontractors who will be performing on-site services:

- a) Completed and signed Town of Braintree CORI REQUEST FORM
- b) Photocopy of Driver's License or Other Form of Government Issued Photographic Identification

The Town of Braintree reserves the right to disapprove any person for cause.

Note: Presence of an employee on-site for whom this information has not been provided will be considered as a Breach of Contract conditions. In the unforeseen event that the Contractor or Subcontractor wishes to have a person on site for whom a background check has not been done, the Contractor must notify the Town Clerk. The CORI REQUEST form and photographic

information must be supplied for that person. That person may not appear on site without permission of the Town. Permission is not guaranteed.

VII. PROPOSAL INSTRUCTIONS

- A) **Time and Place for Submission:** Proposals are to be submitted by mail or in person to Ms. Barbara Mello, Contract Administrator, Braintree Town Hall Second Floor, One JFK Memorial Drive, Braintree, MA 02184 until 12:00 PM (noon) on **August 3, 2015**. E-Mail submissions will not be accepted. A register of proposals received will be compiled and will be available as a public record by the close of business on the date that proposals are due. The contents of proposals will not be made public until the evaluation process is complete. If, at the time that proposals are due, Braintree Town Hall is closed due to uncontrolled events, proposals will be accepted until Noon on the next full day that Town Hall is open. For the purposes of determining whether a proposer has met the deadline, the clock in the office of the Contract Administrator shall indicate the official time. No individual extensions of this deadline will be granted.
- B) **Separate Price and Non-Price Proposals:** Each proposer must submit ONE proposal package, marked with the proposer's name and address, and "Electronic Scanners". Inside the proposal package must be two sealed envelopes. Each envelope is to be marked with the proposer's name and address, and "Electronic Scanners". First envelope also to be marked: "Non-Price Proposal". Second envelope also to be marked: "Price Proposal". Each envelope is to contain one original and five copies of the submission. One of the copies must be completed free of binding materials, in order to facilitate photocopying (by the Town) if required.
- C) **Questions:** Questions arising from this document must be submitted to the Contract Administrator in writing. They must be submitted in accordance with Section II "Key Dates for this Proposal". Questions should not be directed to any other person. All questions will be acknowledged upon receipt. Due to the possible interference of SPAM filters, etc., proposers are responsible for ascertaining that their questions have been received prior to the deadline for questions.
- D) **Addenda:** If necessary to maintain a fair and equal proposing environment, the Town will issue addenda via e-mail or fax to all firms who have requested proposal documents from the Contract Administrator. Proposers shall be responsible for ensuring that all addenda are in receipt prior to the proposal deadline. The Town will require acknowledgment of any addenda issued to be included on the Proposal Form. No addenda will be issued later than **July 29, 2015**.

- E) **Proposal Modifications and Withdrawals**: A proposer may correct, modify, or withdraw a proposal by written notice received by the Town prior to the due date and time. Each modification package must be marked with the proposer's name and address, and "Electronic Scanners". Inside the modification package must be two sealed envelopes. Each envelope is to be marked with the proposer's name and address, and "Electronic Scanners, Modification # ____." First envelope also to be marked: "Non-Price Proposal". Second envelope also to be marked: "Price Proposal". Each envelope is to contain one original and five copies of the submission. One of the copies must be completely free of binding materials. Each modification package must include a Price and Non-Price proposal even if only one of the proposals has changed. The highest numbered modification will be taken as the only submission by a proposer. (Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing.)

A proposer who wishes to withdraw a proposal must make a request in writing prior to the due date and time. No proposer will be allowed to withdraw and resubmit a proposal, for any reason whatsoever, after the proposals have been opened.

- F) **Interval for Proposal Validity**: It is understood that the Contractor's offer to the Town of Braintree will remain valid for 90 days past the submission deadline.
- G) **Governed by Law**: 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 public construction 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.
- H) **Non-Collusion**: 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 Appendix F .
- I) **Proposal Costs**: All costs involved in preparing the Proposal will be borne by the Contractor. The Town or any Department, Division, employee or section of the Town will not be liable for any costs associated with the formation of the Proposal.
- J) **Incomplete Proposals**: Proposals which are incomplete, unsigned, conditional or obscure, may be rejected.

- K) **Late Proposals:** Any proposal received after the date and time stated in the Legal Advertisement will be deemed “non-eligible” and shall not be opened. Unopened proposals will be returned to the proposer.
- L) **Right to Cancel:** The Chief Procurement Officer may cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that the cancellation or rejection services the best interests of the Town of Braintree.

VIII: RULE FOR AWARD

The RFP process has been chosen by the Town of Braintree because it will enable the Town to provide higher ratings to systems with greater ease of use, more robust training and service programs, and more advantageous recommendations from former customers.

The committee will use the evaluative criteria described below.

After all of the ratings have been compiled, the price proposals will be opened. The Committee will recommend, to the Chief Procurement Officer and Mayor, the responsive and responsible firm submitting the most advantageous proposal taking into account ratings on evaluative criteria and the proposal price. A contract, in substantially the format shown in Appendix_____, will be sent to the successful proposer. Terms of the proposed license agreement, maintenance agreement, and contract will be negotiated (except for those terms explicitly defined in the specifications, and except for price). If the Town and the Vendor cannot come to an agreement on contract and license terms, a contract will be offered to the company offering the next most advantageous proposal. The Town’s judgment on the matter of acceptable contract and licensing terms will be final, conclusive and binding.

Contractor must execute the contract and provide the required certificates of insurance within seven days of the final contract/licensing offer, or the contract may be awarded to the next highly rated Proposer.

SECTION IX. EVALUATIVE CRITERIA

(see next page)

Criteria	Highly Advantageous	Advantageous	Non-Advantageous	Unacceptable
References	Excellent References from three municipalities on Reference Form.	Excellent References from two municipalities listed on Reference Form.	Excellent References from one municipality listed on Reference Form.	No excellent references from municipalities listed on reference form.
Ease of Use	System appears very easy to use.	System appears easy to use.	One or more conditions exist which complicate system use.	System is difficult to use, potentially leading to voting errors.
Transport	Tabulating unit (with case)is under 30 lbs., and is well protected by the case.	Tabulating unit (with case)is under 40 lbs., and is well protected by the case.	Tabulating unit (with case)is under 40 lbs., and is moderately well protected by the case.	Tabulating unit (with case)is over 40 lbs., and/or the case offers little-no protection for the unit.
Service Technician	Service Technician is within 25 miles of Braintree Town Hall	Service Technician is within 50 miles of Braintree Town Hall.	Service Technician is within 100 miles of Braintree Town Hall.	Service Technician is within 200 miles of Braintree Town Hall.
Service Plan	Service plan inspires high confidence in rapid and competent response to service issues.	Service plan inspires moderate confidence in rapid and competent response to service issues.	Service plan inspires a minimum level of confidence in rapid and competent response to service issues.	Service plan inspires little-no confidence in rapid and competent response to service issues.
LCD Touch Screen	8+ inches	4" to 7"	1" to 3"	None

X. SPECIFICATIONS

The Town of Braintree is seeking to replace Accu-Vote Model #79811-03 voting machines currently in use. The Town seeks to purchase thirteen (13) new units.

The electronic voting equipment must include functionality, components, storage capabilities, and maintenance features that support and enable basic election processes such as precinct and absentee voting and vote tabulation. The following criteria must be met:

1. The system meets or exceeds Federal Election Assistance Commission standards for the year 2005.
2. The system has an active certification letter issued by the Secretary of State of the Commonwealth of Massachusetts **and the certification letter is enclosed in the proposal package.**
3. The proposed equipment is brand new, and has the latest versions of hardware and firmware.
4. The vendor must provide all necessary equipment and accessories, hardware connector cables, cabling, operating system software, software applications, and technical support that provides for fully functioning electronic voting equipment. Each precinct tabulator unit must consist of at least one complete set of memory media required to conduct elections, a backup battery supply, power cord, key set, and paper roll.
5. The equipment includes an LCD touch screen.
6. Each tabulator must include a plastic ballot box, having wheels for mobility. The ballot boxes must nest for ease of storage.
7. The proposed system must include a protective carrying case for the tabulating unit.
8. The vendor will be compliant with Background Check requirements as described in Section VI .
9. Price must include two-year warranty for hardware, firmware, and software, and **two-year license for firmware and software.** Hardware, firmware, and software warranty must include: on-site service, annual preventive maintenance, parts, labor, delivery, help desk support, necessary software upgrades, and loaner equipment at no additional cost. All prices must include delivery to Braintree Town Hall, and must be exclusive of taxes (Town is tax-exempt).
10. The vendor will provide printing services of Town ballots, upon request. The Town currently requires approximately 25,200 ballots per annual town election.
11. If price proposal includes taking Town's existing machines as a trade-in, the vendor will be responsible for removing the existing machines and ballot boxes after delivery and successful use of the new equipment.

(continued next page)

SPECIFICATIONS (continued)

Training must be included in the Proposal price, and must include the following:

13. The vendor will conduct a minimum of four hours of training at Braintree Town Hall, on the use and maintenance of the voting equipment. This training will be conducted at an evening session in the month of October 2015.
14. The vendor will send at least one representative to be available to assist at any of the twelve locations should any issues arise during the first election, which the Town anticipates will be Tuesday, November 3, 2015.

The Non-Price Proposal must include the address of the vendor's nearest Service Technician.

Requirements for a Service Technician are:

15. Must be available from 8:00 AM to 5:00 PM ten days prior to an election. Available for the entire duration of Election Day (6:00 AM – 10:00PM, EST), for at least the first three years that the equipment is owned by the Town.
16. Must have access to a full inventory of spare parts and equipment
17. Must have immediate access to a complete backup of the Town's election database and ballot information.

SECTION XI. REQUIRED CONTENTS OF PROPOSAL

The Non-Price Proposal and the Price Proposal must be in separate envelopes within the Proposal Package as described in Section VII (B) . Failure to separate the price and non-price proposals will result in rejection of the proposal.

A. NON-PRICE PROPOSAL

One Original and Five Copies Required.

CONTENTS MUST BE IN THE FOLLOWING ORDER. NO EXCEPTIONS.

1. Non-Price Proposal Form (Appendix A)
2. State Certification Letter from the Commonwealth of Massachusetts Secretary of State
3. Proposed Software/Firmware License Agreement
4. Proposed Maintenance Agreement
5. Contractor Reference Form (Appendix __ C__)
6. Certificate of Authorization (Appendix D)
7. Certificate of Tax Compliance (Appendix __E__)
8. Certificate of Non-Collusion (Appendix __F__)
9. System Brochure and Description

B. PRICE PROPOSAL

One Original and Five Copies Required.

Price Proposal Form (Appendix B)

NON-PRICE PROPOSAL FORM
ELECTRONIC SCANNERS FOR VOTE TABULATION
TOWN OF BRAINTREE

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

COMPLETE ADDRESS OF NEAREST SERVICE TECHNICIAN (REQUIREMENTS DEFINED IN SPECIFICATIONS):

Subcontractors: The following subcontractors will be included in this project:

<u>Name</u>	<u>Address</u>	<u>Task</u>

Note: Subcontractors are subject to the Insurance (Section IV) and Background Checks (Section VI) provisions of this RFP.

Please attach a narrative with the following information. Maximum length is five (5) pages.

1. A description of the proposed equipment, including make and model, size, weight of tabulating machine, weight of carrying case, setup and storage features.
2. A description of the features of the machine which facilitate accuracy.
3. A description of the features of the machine which facilitate ease of use.
4. A description of the initial delivery, training, and rollout plans.
5. Your programming timeline for local, state, and national elections.
6. A description of your maintenance plan and support operations, including the processes typically involved in returning and replacing, or repairing failed components of the equipment.
7. A disclosure of any conditions (bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect Proposer's ability to perform contractually.
8. Disclosure of whether or not the Proposer has been dismissed or disqualified from a bid/contract within the past five years, and if yes, the reason(s) why.

By submitting this bid, we certify that the specifications listed in Section X (pp. 10-11) are met by the proposed system. (Attach a separate page to describe exceptions taken to **any** of the specifications)

BY: _____
(Signature of Person Signing Proposal*) (date)

(Title)

(State of Incorporation, if a Corporation)

*Proposal should be signed in ink **by a person having proper legal authority**, and the person's title should be given, such as "owner" in the case of an individual, "partner" in the case of a general partnership, "president", "treasurer" or other authorized officer in the case of a corporation.

NAME OF CONTACT PERSON FOR THIS PROPOSAL (if different from above): _____

CONTACT PERSON'S EMAIL: _____ TELEPHONE: _____

PRICE PROPOSAL FORM
ELECTRONIC SCANNERS FOR VOTE TABULATION
TOWN OF BRAINTREE

COMPANY: _____

ADDRESS: _____

Base Bid:

<u>Item</u>	<u>Price</u>
A) Thirteen (13) electronic scanners, as described in non-price proposal, including two-year warranty, licenses, maintenance, support, and upgrades as described in the Specifications	\$
B) Trade-in Credit for 13 Accu-Vote Model #79811-03 machines	-\$
TOTAL (A minus B)	\$

Alternate: The following prices for the listed alternates will be accepted at the Owner's discretion. The lowest total price for the base proposal and accepted alternates will determine the lowest price proposal.

Software application for election night results –reporting and post-election auditing and recounts.	\$
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Unit Prices: Proposers must list unit prices for additional items which may or may not be required by the Town. Prices must be valid for one year.

Post Warranty Service Visit, minimum charge	\$
Post Warranty Service Visit, hourly charge in addition to minimum	\$
Programming of all machines for Town Elections, per election	\$
Programming of all machines for statewide elections, per election	\$
Programming of all machines for national elections, per election	\$
Ballot Proof (per proof)	\$
Printing and Delivery of Ballots (per thousand)	\$
Additional Memory Media (Each)	\$
Current Price for Annual Hardware, Software, & Firmware---Maintenance, Support, & Licensing (per machine)	\$

* Price and Non-Price Proposals must be signed by the same individual

BY: _____
 (Signature of Person Signing Proposal*)

 (Print Name **and** Title)

**VOTE TABULATION SCANNER PROJECT
1 JFK MEMORIAL DRIVE, BRAINTREE, MA
CONTRACTOR REFERENCES**

List five most recent contracts for the supply of electronic vote tabulation scanners in Massachusetts cities/towns (population 20,000 or over), where the equipment has been in place for at least six months. Omissions of qualifying previous contracts may be considered grounds for dismissal of the proposal.

City/Town: _____ Contact Person: _____
Address: _____

Telephone Number: _____ Email Address: _____
Tabulation Model: _____
Delivery Date (Month/Year): _____

City/Town: _____ Contact Person: _____
Address: _____

Telephone Number: _____ Email Address: _____
Tabulation Model: _____
Delivery Date (Month/Year): _____

City/Town: _____ Contact Person: _____
Address: _____

Telephone Number: _____ Email Address: _____
Tabulation Model: _____
Delivery Date (Month/Year): _____

City/Town: _____ Contact Person: _____
Address: _____

Telephone Number: _____ Email Address: _____
Tabulation Model: _____
Delivery Date (Month/Year): _____

City/Town: _____ Contact Person: _____
Address: _____

Telephone Number: _____ Email Address: _____
Tabulation Model: _____
Delivery Date (Month/Year): _____

Certificate of Authorization

Appendix D

(NOTE: A certified vote of the corporation may be substituted for this form.)

The Vendor, _____ is: (CHECK ONE)
(Name of Company/Consultant/Corporation)

_____ A. a corporation formed and existing under the laws of the state of _____, and pursuant to the corporate by-laws,

(Insert Name and Title of Person Signing Proposal/Contract)

is authorized to execute contracts in the name of said corporation. Such execution of any contract or obligation in this corporation's name on its behalf by such duly authorized individual shall be valid and binding upon the corporation.

_____ B. a limited liability company or a partnership formed and existing under the laws of the state of _____, and pursuant to the limited liability company agreement or partnership agreement,

(Insert Name and Title of Authorized Representative)

is authorized to execute contracts in the name of said company or partnership. Such execution of any contract or obligation in this company or partnership's name on its behalf by such duly authorized individual shall be valid and binding upon the company or partnership.

_____ C. is a sole proprietorship owned and operated exclusively by the undersigned.

(Insert Name and Title of Authorized Representative)

Execution of any contract or obligation in this sole proprietorship's name by such duly authorized individual shall be valid and binding.

Signature:

(Must be signed by Corporate Officer, Partner, or Sole Proprietor)

Print Name of Above

Title

Date

CERTIFICATION OF TAX COMPLIANCE

Appendix E

I, _____, for _____,
(Name of representative, position/title) (Company / Consultant)

a Company, Consultant or Corporation existing or formed under the laws of the

_____, having a principal place of business at
(state)

_____, hereby certify that the
(Company/Consultant/Corporation Business Address)

Company/Consultant/Corporation is in full compliance with all laws of the

Commonwealth of Massachusetts relating to taxes, as required by

Massachusetts General Laws, Chapter 62C, Section 49A.

Signed under pains and penalties of perjury this _____ day of
_____, 20__.

Company Name

(signature of representative/position/title, must be Corporate Officer or CFO)

(print name of person signing above)

Date: _____

CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work “person” shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

For (Vendor/Company) *

Signature

Printed Name: _____

Title: _____

Date: _____

*Must be signed by the person signing the bid, proposal, or contract.

LEGAL ADVERTISEMENT

Appendix G

Please bill to:

Mr. James Casey, Town Clerk

Town of Braintree

1 JFK Memorial Drive

Braintree, MA 02184

BRAINTREE FORUM: to be published on July 16, 2015

TOWN OF BRAINTREE ELECTRONIC SCANNERS FOR VOTE TABULATION REQUEST FOR PROPOSALS (RFP)

The Town of Braintree invites sealed proposals for the provision of electronic scanners for vote tabulation. Proposals are due on August 3, 2015 at Noon in the Contract Administrator Office, Braintree Town Hall, 1 JFK Memorial Dr., Braintree, MA 02184. Proposal documents are available in person beginning July 15, 2015 from the Contract Administrator, Barbara Mello, Braintree Town Hall, 1 JFK Memorial Drive, Braintree MA 02184 (Mon.-Fri., 8:30AM – 4:30PM, exc. Holidays) or may be requested via email: bmello@braintreema.gov. The Town reserves the right to reject any or all proposals, or to cancel this RFP if deemed to be in the best interest of the Town.

SAMPLE CONTRACT BETWEEN THE TOWN OF BRAINTREE
and
(VENDOR)--- DO NOT FILL OUT

This Agreement is made on this ____ day of _____, 20____ between the Town of Braintree, acting by and through its duly elected Mayor (hereinafter, the "Town") and (Vendor), whereby the parties contract for services under the terms and conditions set forth herein.

I. PARTIES

The parties to this contract are the Town of Braintree, acting by and through its duly elected Mayor and (Vendor). The Town of Braintree is a municipal corporation of the Commonwealth of Massachusetts having a principal place of business at One J. F. K. Memorial Drive, Braintree, MA 02184 and (Vendor) is a (corporation/sole proprietorship/limited liability company/ partnership) with a principal place of business at (Insert Address).

II. DESIGNATED REPRESENTATIVES

The Town designates (Name), (Title) and (Vendor) designates (name), (Title), as their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this Agreement at the addresses stated above.

III. CONTRACT DOCUMENTS

The contract documents shall consist of the following:

- 1) This Agreement;
- 2) The Town's Request for Proposals, dated July 16, 2015;
- 3) Vendor's Proposal;
- 4) Vendor's Certificate of Non-Collusion (see Proposal Form, section K);
- 5) Vendor's Certificate of Tax Compliance;
- 6) Vendor's and Subcontractors' Certificates of Insurance, and Endorsement Pages showing Town of Braintree as Additional Insured;
- 7) Vendor's Sales Agreement, dated _____;
- 8) Software and Firmware License Agreement, dated _____;
- 9) ~~Prevailing Wage Rates from the Division of Occupational Services;~~ and
- 10) ~~Vendor's payment bond.~~

Such contract documents shall be incorporated herein by reference and made a part of this Contract, which represents the entire agreement and understanding between the Parties. If the terms of any of the documents are in conflict, the terms of this agreement shall prevail.

IV. SERVICES

The scope of services to be provided by (Vendor) is as follows:

Provision of thirteen electronic scanners for vote tabulation to the Town of Braintree, training on use of equipment, service and maintenance all as described in the Request for Proposals dated_____, which is attached hereto and incorporated herein by reference.

V. QUALITY OF WORK

(Vendor) represents that it will perform services for the Town using that degree of care and skill ordinarily exercised by and consistent with the standards applicable to persons performing similar services under similar conditions in the same locality. (Vendor) shall be liable for its services rendered under this Contract.

VI. COMPENSATION

On a monthly basis, (Vendor) shall submit invoices to the Town with any reasonable supporting documentation requested by the Town, reflecting the services performed during said month, and reflecting equipment delivered to the library. Upon satisfactory review of said invoices and documentation, the Town shall remit payment to (Vendor). Total compensation to be paid to (Vendor) pursuant to this contract shall not exceed \$_____.

VII. TIME FOR PERFORMANCE

All services to be performed pursuant to this contract shall be completed by (Vendor) by (Insert Date).

VIII. SUBJECT TO APPROPRIATION

Notwithstanding anything in the contract documents to the contrary, any and all payments which the Town is required to make under this contract shall be subject to appropriation or other availability of funds, as certified by the Town Accountant.

IX. ENFORCEABILITY OF CONTRACT

This contract is binding upon and enforceable against the Town if this contract is signed by the Mayor, endorsed by the Town Accountant as to appropriation or availability of funds, and endorsed as to form by the Town Solicitor. This contract is binding and enforceable against (Vendor) if signed by their authorized representative.

X. ASSIGNMENT

(Vendor) shall not delegate, assign or transfer its duties or interest in this Contract without the express written consent of the Town. If approved by the Town, this contract shall be binding upon (Vendor's) assigns, transferees and/or successors in interest.

XI. PREVAILING STATUTORY AUTHORITY

The validity, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

XII. CONFLICT OF INTEREST

Both the Town and (Vendor) stipulate to the applicability of Massachusetts General Law Chapter 268A, the Conflict of Interest Statute. The Parties further stipulate that the terms and conditions of this contract expressly prohibit any activity which constitutes a violation of this statute. By executing this contract, (Vendor) certifies that neither it nor any of its agents, employers or Subcontractors is in violation of Massachusetts General Laws Chapter 268A.

XIII. INSURANCE

Vendor and Subcontractors shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Errors and Omissions insurance coverage, Vendor and Subcontractors are required by this agreement to name the Town of Braintree as an additional insured and to provide the Town with certificates of insurance coverage indicating that the Town of Braintree has been added as an additional insured under all insurance coverages required by this contract. Further, Vendor and Subcontractor are required to provide the Town of Braintree with a copy of the current additional insured endorsement page, reflecting that the Town of Braintree has been listed as an additional insured, for each insurance policy to which the Town of Braintree has been added.

1. General Comprehensive Liability in the amount of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate;

2. Automobile Liability (applicable for any Vendor or Subcontractor who has an automobile operating exposure) in the amount of \$1,000,000 for bodily injury and property damage per accident;
3. Professional Errors and Omissions Liability (applicable for any Vendor or Subcontractor providing design, architectural, engineering, financial advising or similar services) in the amount of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate; **(not applicable)**
4. Pollution Liability (applicable for any Vendor or Subcontractor who has pollution exposure) in the amount of \$3,000,000 for each occurrence and \$3,000,000 in the aggregate; **(not applicable)**
5. Umbrella Liability of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate; and
6. Workers' Compensation and Employer's Liability
in the amount as may be required by Massachusetts General Laws Chapter 152.

The parties acknowledge that the types of insurance and coverage limits listed herein are the minimum necessary for the Vendor to be awarded this contract. The types of insurance and coverage limits stated herein are not intended in any way to limit the Vendor or Subcontractor's liability for any damages arising from the Vendor or Subcontractor's performance of services under this contract.

The Vendor and Subcontractors are required to maintain the above-referenced insurance coverage throughout the duration of this contract. If, at any time while this contract is in effect, any of the above insurance coverages should lapse, the Vendor shall immediately notify the Town of Braintree, and within thirty (30) days of said lapse, the Vendor shall provide the Town of Braintree with a new certificate of insurance coverage.

XIV. INDEMNIFICATION

(Vendor) hereby indemnifies and agrees to hold harmless the Town against any liability including all claims for bodily injury or property damage that may arise out of (Vendor's) performance of its obligations under this contract by itself or a Subcontractor, officer, agent or employee.

XV. TERMINATION

This contract may be terminated by either party upon receipt of thirty (30) days advance written notice by certified mail to the Designated Representative identified in Paragraph II. In case of such written notice of termination, all services under this contract shall cease with the exception of such work as may be necessary to bring the work in progress to a reasonable and safe condition. (Vendor) shall then submit a final bill based on work

actually performed. There shall be no penalty for termination for the convenience of the Town.

XVI. BREACH OF CONTRACT

Failure of (Vendor) to comply with any of the terms or conditions of the contract shall be deemed a material breach of contract, and the Town shall have all the rights and remedies provided in the contract documents, including the right to terminate or suspend the contract and to pursue its rights in any and all actions of law or equity or other proceedings with respect to a breach of contract.

In the event that a breach of contract may occur, this contract may be deemed null and void upon fourteen (14) days written notice by certified mail to the Designated Representative identified in Paragraph II, and the Town may pursue any remedies deemed necessary to secure the interests of the Town, provided, however, that this contract shall be and remain in full force and effect, and no action shall be taken by the Town if (Vendor) cures said breach within the fourteen day period.

XVII. CERTIFICATION OF TAX COMPLIANCE

This contract shall include a certification by (Vendor) that (Vendor) is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes, as required by Massachusetts General Laws Chapter 62C, §49A. Said Certification is attached hereto.

XVIII. PREVAILING WAGE RATES ---not applicable

(Vendor) represents that it shall comply with the provisions for prevailing wages as governed by M.G.L.c.149, §§26-27, and as established by the Department of Labor, Division of Occupational Safety. (Vendor) shall furnish the Town a copy of (Vendor's) certified weekly payroll records throughout the duration of this Agreement.

In addition, (Vendor) shall be responsible for ensuring that it, and any of its Subcontractors, furnish the Department of Labor and Workforce Development/Division of Occupational Safety a Statement of Compliance with the provisions of M.G.L.c.149, §§26-27 upon completion of the services performed under this Agreement.

XIX: BACKGROUND CHECKS

Background checks on persons working on the site will be required. Within seven business days of a Notification of Award, the following two documents must be provided for any employees of the Vendor and subcontractor who will be on site during hours that the Library is open to the public:

- a) Completed and signed Town of Braintree CORI REQUEST FORM

b) Photocopy of Drivers License or Other Form of Government Issued Photographic Identification

The Town of Braintree reserves the right to disapprove any person for cause.

Note: Presence of an employee on-site for whom this information has not been provided will be considered as a Breach of Contract conditions. In the unforeseen event that the Vendor wishes to have a person on site for whom a background check has not been done, the Vendor must notify the Library Director. The CORI REQUEST form and photographic information must be supplied for that person. That person may not appear on site without permission of the Town. Permission is not guaranteed.

For (Vendor):

(Signature, Title)

Date: _____

For the Town of Braintree:

Joseph C. Sullivan, Mayor

Date: _____

Michael T. Coughlin, Chief of Staff
and Operations

Approved As to Form:

Town Solicitor

Recommended by:

James M. Casey, Town Clerk

Approved as to Available Funds

Mark Lin, Town Accountant

Account No.: _____

Purchase Order No.: _____