



TOWN OF SHREWSBURY
Electronic Optical Scanning Vote Tabulators
REQUEST FOR PROPOSALS

TOWN OF SHREWSBURY, MASSACHUSETTS

REQUEST FOR PROPOSAL (RFP)

Electronic Optical Scanning Vote Tabulators and Related

Electronic Optical Scanning Vote Tabulators and Related

DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Town of Shrewsbury has determined that in order to select the most advantageous proposal for Electronic Optical Scanning Vote Tabulators and Related for the Town of Shrewsbury Clerks Office, comparative judgments of technical factors, in addition to price, will be necessary. This proposal is being sought to insure that the best services available for Electronic Optical Scanning Vote Tabulators and Related are received by the Town of Shrewsbury and its employees at competitive costs.

INTRODUCTION

Sealed proposals for the Purchase and delivery of the above will be received in the Town Managers Office, 100 Maple Ave until **January 24, 2023 at 2:00 PM**, at which time all proposals received will be recorded. No proposals will be accepted after the time and date specified. This is not a public opening.

1. There will not be a scheduled bidder's conference however; all questions must be submitted to Sharyn Thomas, Town Clerk, Town of Shrewsbury, at stthomas@shrewsburyma.gov. No later than **January 10, 2023 at 4:30 PM**. Answers will be provided by addendum via email.
2. The proposer must submit their proposal in separate sealed envelopes bearing on the outside the name and address of the Proposer, addressed to the Town Manager's Office, 100 Maple Ave, Shrewsbury, MA 01545. **The Five (5) Copies** of the Technical Proposal must be properly filled out, signed, sealed and endorsed: "Electronic Voting Machines – Technical Proposal". **The one (1) copy** of the Price Proposal must be properly filled out, signed, sealed and endorsed: "Electronic Voting Machines – Price Proposal".
3. Telephone responses, emailed and faxed replies will not be accepted. No responsibility shall be attached to any person or persons for the premature openings of proposals not properly marked.
4. Proposals that are incomplete, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected as informal.
5. The Proposer will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts and of the Town of Shrewsbury.
6. All submitted proposals and associated price quotes must be guaranteed to the Town of Shrewsbury for a period of thirty (30) days from the date of the proposal opening. If a contract is to be awarded as a result of this RFP, it will be awarded within the thirty (30) day time period.
7. As provided by Massachusetts General Law, Chapter 64H, §6(d), purchases made by the TOWN OF

SHREWSBURY are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price.

8. The Town reserves the right to reject any and all proposals, and to make awards in a manner deemed in the best interest of the Town.
9. The Proposer will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Town of Shrewsbury.
10. All proposal prices stated must be firm.
11. Before submitting a proposal, each proposer must make a careful study of the specifications contained in this Request for Proposal document and fully assure themselves as to the quality, quantity and type of services/product that the Town is seeking to procure.
12. The proposal for this work must cover all contingencies, including all labor and materials, transportation, etc., necessary for the purchase and delivery/execution of the services/product required by the Town of Shrewsbury.
13. If proposers have any questions to ask about specifications or terms of this Request for Proposals, must be submitted to Sharyn Thomas, Town Clerk, Town of Shrewsbury, at stthomas@shrewsburyma.gov, no later than **January 24, 2023 at 2:00 PM**. No further consideration will be given after the proposal opening. A proposer may correct, modify or withdraw a proposal by written notice received in the Town Manager's Office, prior to the time and date set for receiving of all proposals.
14. The specifications as detailed under part entitled TECHNICAL PROPOSAL SPECIFICATIONS shall constitute a part of the contract of purchase, as well as all conditions listed within.

KEY DATES FOR THIS REQUEST FOR PROPOSALS

RFP Issued	23 December 2022
Deadline for submitting questions on RFP	10 January 2023 – 4:30PM
Proposals due, proposals screened,	24 January 2023– 2:00 PM
Anticipated Contract Award	31 January 2023

PROPOSAL SUBMISSION

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, § 6, to the Town Manager’s Office, 100 Maple Ave, Shrewsbury MA, 01545 **NO LATER THAN 2:00 PM, 24, January 2023. Proposals must be submitted in two separate sealed envelopes, one marked “Technical Proposal” the other marked “Price Proposal”. Price Proposals shall NOT be submitted with Technical Proposal. Any Technical Proposal containing any part of a Price Proposal shall be deemed non-responsive.**

Five (5) copies of the Technical Proposal must be submitted in a sealed envelope, plainly marked:

“Electronic Voting Machines – Technical Proposal”
Along with your company name on the front of the envelope

One (1) copy of the Price Proposal, sealed and marked:

“Electronic Voting Machines – Price Proposal”
Along with your company name on the front of the envelope

Faxed proposals shall not be accepted.

Proposals will not be opened publicly. Proposal contents will be kept confidential and not disclosed until after the evaluation and award.

The submission proposals must be addressed to:

Town of Shrewsbury
Town Manager’s Office
100 Maple Ave
Shrewsbury, MA 01545

Proposals received after the deadline will not be considered. The name of all parties submitting proposals will be recorded but no proposal content will be made public until the Town has completed the evaluation of the submittals.

- B. **QUESTIONS:** Inquiries involving procedural or technical matters shall be in writing **to Sharyn Thomas, Town Clerk, via email at: stthomas@shrewsburyma.gov**
- C. **EXAMINATION OF DOCUMENTS:** Each proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information. Any questions must be submitted in writing to the Town Clerk at the above address.

- D. EVALUATION OF PROPOSALS: The Technical proposals shall be evaluated by the Town Clerk and a team of Town employees. They shall prepare their evaluation based on the criteria contained herein. An interview may be required as part of the evaluation of this proposal.
- E. The contract award will be made within 30 days, only to a responsive and responsible proposer who is determined to be the most advantageous taking into consideration evaluative criteria and is capable of performing the services contemplated and meeting the minimum criteria set forth in the RFP. Each proposal will be screened in order to determine whether it meets all of the proposal submission requirements as described in the RFP. One contract for Electronic Vote Tabulators and Related will be awarded at the sole discretion of the Town.

SCOPE OF WORK: Electronic Vote Tabulators and Related:

The Town of Shrewsbury is conducting this RFP process for the Electronic Vote Tabulators and related scope of service.

The Town of Shrewsbury, Massachusetts, is seeking to purchase eleven (11) Electronic Vote Tabulators with carrying cases and compatible software for results accumulation and reporting, ten (10) ballot boxes compatible with the electronic vote tabulators and related service while trading in 11 machines.

Proposers are to include a list of at least 3 references. See attached reference page following.

REFERENCE FORM

Bidder: _____

IFB Title: # 16-04 Electronic Optical Scanning Vote Tabulators

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of supplies or services provided: _____

MINIMUM EQUIPMENT SPECIFICATIONS – ELECTRONIC VOTE TABULATORS

The vendor will be responsible for supplying and delivering 11 electronic vote tabulators with carrying cases, 10 ballot boxes, and compatible software for results accumulation and reporting. The ballot boxes supplied must come from the same manufacturer as the vote tabulator equipment and must be compatible with such scanner. All necessary and related equipment and software as per these specifications must be included.

Voting Equipment:

Each of the 11 Electronic Vote Tabulator Packages will consist of, at a minimum, the following;

- *An electronic digital optical scanning vote tabulating unit.
 - *Protective carrying case for the vote tabulating unit.
 - *One (1) complete set of memory media required to conduct Town of Shrewsbury and U.S. Federal elections.
 - *Internal backup battery.
 - *Power cord.
 - *Key set.
 - *Thermal paper roll.
 - *One dozen marking pens.
 - *Ballot box with three (3) compartments, including caster wheels, and a built-in power supply.
- The ballot boxes should nest into each other for ease of storage.

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 the Town of Shrewsbury

1. Proposers must be in the business of selling Electronic 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 EAC standards for the year 2005 (include copy of EAC certification).
3. All voting equipment offered must be, at the time of bid submission, certified by the Secretary of the Commonwealth of Massachusetts, Elections Division, as being approved for use in Town of Shrewsbury elections. All such voting equipment must be in compliance with the standards set forth in 950 Commonwealth of Massachusetts Regulations, section 50.02. Bidders must include a copy of the Secretary of State's Letter of Approval with the bid submission.
4. All equipment offered must be brand-new; no used or demonstration equipment will be accepted.
5. Equipment must be lightweight, easy to store, carry, and set-up.
6. The electronic vote tabulators to be supplied must be able to:
 - Scan marked paper ballots.
 - Interpret voter marks on the paper ballots.
 - Store and tabulate each vote from each paper ballot.
 - The scanner must have the ability to be locked to prevent tampering. The tabulator must be able to process single or double-sided ballots.
 - The tabulator must be able to be configured to handle multiple ballot scenarios.

- The tabulator must be able to be programmed to accept multiple cards and ballot styles, and allowing the voter to correct the ballot. If the voter chooses to cast the ballot with mistakes, the tabulator must be programmed to register the vote as a blank to prevent double voting
7. The electronic vote tabulator must be powered by standard 120-volt AC power, with internal battery backup to power the unit in the event of an electrical power failure. The backup battery must be able to provide a minimum of two (2) hours of continuous use.
 8. Each individual electronic vote tabulator must come with its own protective carrying case for the tabulator.
 9. Ballot box with three (3) compartments, including caster wheels, and a built-in power supply. The ballot boxes should nest into each other for ease of storage.
 10. The vendor must supply all necessary equipment and accessories, power cords, memory media, operating system software and technical support that provides for fully functioning electronic voting equipment.
 11. The voting equipment must have an easily readable display screen capable of displaying the status of the tabulator to both poll workers and voters in multiple languages.

Training:

12. The vendor will provide a minimum of two (2) hours of on-site training for the Town of Shrewsbury Clerk and office staff on all voting equipment. All training will take place at the Town of Shrewsbury Offices 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 of Shrewsbury Clerk, and the vendor will accommodate said schedule.
13. The vendor will provide a minimum of two (2) hours of on-site training for Town of Shrewsbury poll workers. All training will take place at the Town of Shrewsbury Offices during/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 of Shrewsbury Clerk, and the vendor will accommodate said schedule.
14. The vendor will provide documentation to accompany all training.
15. 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. Cost for this equipment & software must be included in your bid price.
 - The laptop must be come equipped at a minimum with the following;
 - Minimum.15-inch screen (measured diagonally).
 - At least Microsoft Windows 7 Operating System or newer version
 - Minimum of 500GB Hard Drive.
 - Minimum of 8GB of Ram.
 -

16. Vendor will provide on-site training on the use of the laptop and the software package, to a minimum of staff. Cost for this training must be included in your bid once.

On-site Election Coverage:

17. The vendor will assign one of their employees to provide on-site coverage to the Town of Shrewsbury during the first election in which the new voting tabulator equipment is used.
 - Said employee must be fully trained & experienced in the operation of the supplied vote tabulator equipment and software.
 - The vendor employee will work with the Town of Shrewsbury from one (1) hour prior to opening the polls until two (2) hours after the polls close on Election Day.
 - Said employee will NOT be a subcontracted employee from another company.
 - Said employee will be present during the Poll Worker Training Session so all Poll Workers will be familiar with, and have had interaction with the employee prior to the Election.

On-going Election Coverage:

18. The vendor will have staff available on an on-going basis that can respond to Town of Shrewsbury equipment issues on any given election voter day, with an on-site response time of one (1) hour or less.

One Year Hardware and Software Warranty:

19. All equipment and software provided by the vendor will be covered by a one (1) year, all-inclusive warranty. Warranty must cover all parts, equipment, labor, travel costs and shipping costs
20. Unlimited access to the vendor's Help Desk/Customer Assistance for pre-election, Election Day, and post-election questions, concerns, or troubleshooting.
21. Provide an annual maintenance visit to the Town of Shrewsbury to inspect, calibrate and service all equipment. All associated costs for the first two years of the Town of Shrewsbury's ownership is to be included in bid price.
22. Any necessary repairs will take place in the Town of Shrewsbury. If on-site repair is not possible, loaner equipment will be left in the Town of Shrewsbury's possession, at no charge, until all equipment can be repaired and returned to the Town of Shrewsbury this includes any issues arising on any given election.

Post Warranty Maintenance:

23. After the original one-year warranty period expires on the voting equipment and software; the vendor will provide annual voting equipment maintenance and support services to the Town of Shrewsbury, for which the vendor will be allowed to charge a fee. The fee must remain the same for the first 5 years of fee-based maintenance and software.

BID PRICING

Bid prices must cover all contingencies, including all equipment, materials, labor and delivery, set up, testing, training, travel costs, etc., necessary for the furnishing and delivery of all items required by this bid. No separate or additional costs, fees or expenses will be paid by the Town of Shrewsbury.

The Town of Shrewsbury will not pay any down payment, security deposit or any type of up-front payment toward the purchase/license of the equipment and software. Only the total purchase price will be paid upon delivery of the equipment, software and the performance of any services.

Bidders must list a bid price for each of the items listed on the Bid Submission Form. Bidders must bid on ALL items in order for your proposal to be accepted. For any item(s) where there will be no cost to the Town of Shrewsbury bidders must list a price of "\$0". Items left blank or "N/A" are NOT acceptable. Any bids submitted that are not in accordance with these instructions will be REJECTED.

Bid Award Determination:

One contract will be awarded to the one responsive and responsible proposer whom the Town determines offers the most advantageous proposal, taking into consideration all evaluation criteria set forth in the RFP, as well as price.

PRICE ESCALATION CLAUSE

Prices offered by the bidder must be firm and not subject to increase during the initial term of the Contract. Only the total bid price(s) will be accepted. Bidders cannot insert/include a statement indicating their price (s) will increase during the initial term of this contract above or beyond their submitted bid price (s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind during the initial contract term will result in the rejection of the bid.

CERTIFICATION REGARDING DEBARMENT

By execution of the bid/contract documents, the Vendor and all of its principals and owners certifies under penalties of law that they are not presently debarred, suspended or otherwise ineligible for the award of any contract by any governmental body (i.e. city, town, govt. agency) within and including the Commonwealth of Massachusetts and the Federal Government; and that all subcontractors used in the performance of this contract meet these same qualifications.

Quality Requirements

Please respond to the following questions. A negative response to any of the following questions will automatically disqualify the vendor:

Yes

No

Are Proposers in the business of selling Electronic Optical Scanning Vote Tabulators and Related and have at least five-(5) years of experience in such business?

Is the system proposed Federally certified to the EAC standards for the year 2005 (include copy of EAC certification)?

Is the system proposed certified for use by the Secretary of State of the Commonwealth of Massachusetts (include copy of letter of approval)?

Is the proposed equipment unused and include the latest versions of software?

Does the proposed equipment have an easily readable display screen capable of displaying the status of the tabulator to both poll workers and voters in multiple languages?

Does the proposed system come with Ballot boxes consisting of three (3) compartments, including caster wheels, and a built-in power supply (for each of the 11 vote tabulators)? The ballot boxes should nest into each other for ease of storage.

Is the proposer's electronic vote tabulator powered by standard 120-volt AC power, with internal battery backup to power the unit in the event of an electrical power failure? The backup battery must be able to provide a minimum of two (2) hours of continuous use.

Does the proposer's voting system include 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?

Is the proposer's equipment lightweight, easy to store, carry, and setup?

COMPARATIVE EVALUATION CRITERIA (Listed by Priority)

All responsive proposals will be judged against the **Comparative Evaluation Criteria** detailed below. The Town will rank each proposal as:

Highly Advantageous	The proposal fully meets and significantly exceeds the standards of the specific criterion;
Advantageous	The proposal fully satisfies the standards of the specific criterion;
Not Advantageous	The proposal does not fully meet the standards of the specific criterion, is incomplete, unclear, or both.
Unacceptable	Proposal does not meet any of the standards of the specific criterion.

The Selection Committee shall rate and rank each technical proposal meeting the Minimum Evaluation Criteria according to the Comparative Evaluation Criteria listed below. The Fee Proposal Forms will then be opened and reviewed. The Selection Committee will then select the most overall advantageous proposal.

1. Accessibility

Highly Advantageous	Tabulator can be accessed by disabled or physically impaired individuals without assistance or direction from staff.
Advantageous	Tabulator can be accessed by disabled or physically impaired individuals with minimal assistance or direction from staff.
Not Advantageous	Tabulator can be accessed by disabled or physically impaired individuals with assistance or direction from staff.
Unacceptable	Tabulator is difficult to access by disabled or physically impaired individuals.

2. Overall Quality of Client References

Highly Advantageous	All references contacted spoke favorably of the proposer and would use them again for a similar project without hesitation.
Advantageous	The great majority of references spoke favorably of the proposer and would use them again for a similar project without hesitation.
Not Advantageous	One reference stated that there had been significant difficulties with the proposer's ability to deliver the contracted services and deliverables.
Unacceptable	References were not positive or were not provided.

3. Power Management

Highly Advantageous	Tabulator configured so as to never lose power for 12 hours in case of power outage
Advantageous	Tabulator configured so as to never lose power for 8 hours in case of power outage
Not Advantageous power outage	Tabulator configured so as to never lose power for 4 or less hours in case of
Unacceptable	Tabulator not configured so as to never lose power

4. Memory Media

Highly Advantageous	Data is encrypted, signed, and stored on two (2) sealable, removable SD Cards (8GB each)
Advantageous	Data is encrypted, signed, and stored on two (2) sealable, removable SD Cards (4GB each)
Not Advantageous	Data is encrypted, signed, and stored on two (1) sealable, removable SD Card
Unacceptable	Data is not encrypted, signed, and stored on sealable, removable SD Cards

5. Communication Screen Content

Highly Advantageous	Communication Screen Content is concise with easily understandable voting direction/prompts, and under-vote, over-vote, or blank ballot flags. No staff explanation required.
Advantageous	Communication Screen Content has understandable voting direction/prompts, and under-vote, over-vote, or blank ballot flags. Little staff explanation required.
Not Advantageous	Communication Screen Content has voting direction/prompts, and under-vote, over-vote, or blank ballot flags generally understandable only after staff direction.
Unacceptable	Communication Screen Content confusing and difficult to interpret without staff direction.

6. Vendor Tech Support, Maintenance, and Warranty

Highly Advantageous	Vendor offers tech support, maintenance, and warranty for 2 or more years after purchase
Advantageous	Vendor offers tech support, maintenance, and warranty for less than two but more than 1 year after purchase
Not Advantageous	Vendor offers tech support, maintenance, and warranty for 1 or less after purchase
Unacceptable	Vendor does not offer tech support, maintenance, or warranty

CONTRACT PERIOD

The contract period shall begin from the execution of the Agreement and run two (2) years from deployment of equipment.

Town of Shrewsbury

ELECTRONIC VOTE TABULATORS

PRICE FORM

PRICE COMPONENT – (MUST BE SUBMITTED IN SEPARATE ENVELOPE)

The Town of Shrewsbury requires each Proposer to supply pricing in the following format:

Firm Name _____ **Date** _____

Voting Equipment \$ x 11 tabulators = Bid Price: \$ _____

Results Tally & Reporting Software Package Bid Price: \$ _____

Training Bid Price: \$ _____

On-Site Election Assistance Bid Price: \$ _____

Two Year Hardware & Software Warranty Bid Price: \$ _____

LESS: 11 AccuVote ES2000 voting machines trade-in price: (\$ -) _____

TOTAL BID PRICE: \$ _____

Post Warranty Annual Maintenance Fee: \$ _____

Annual Software License Fee: \$ _____

The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Town of Shrewsbury, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the

Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The proposal pricing is to cover all work required for this project as outlined in the RFP document. Proposal prices must be all-inclusive, including all fees, charges, expenses, travel, postage, fax and telephone charges, preparation of reports, meeting attendance, etc., for all work proposed to be performed by the successful proposer. No separate fees will be paid for mileage, postage, telephone, reports, presentations, etc. This contract will be in effect, in response to this RFP.

Signature of Authorized Agent

Company Name

Printed Name & Title

Date

Phone Number

Email

**TOWN OF SHREWSBURY, MASSACHUSETTS
GENERAL TERMS AND CONDITIONS**

1. **TAXES**

Purchases incurred by the TOWN are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and RFP prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. Town of Shrewsbury Massachusetts Tax Exempt Number is 046-001-300.

2. **FREIGHT ON BOARD (F.O.B)**

All prices are to be firm F.O.B. delivered destination (Shrewsbury, MA), to the address specified on the “Notice to Proposers” or any other department location doing business for the Town of Shrewsbury in need of such services.

3. **UNIT PRICE**

In case of error in extension of prices quoted herein, the unit price will govern.

4. **PRICE REDUCTION**

It is understood and agreed that should any price reductions occur between the opening of this RFP and completion of this delivery. The benefits of all such reductions will be extended.

5. **GUARANTEES**

The proposer, to whom a contract is awarded, guarantees to the TOWN OF SHREWSBURY all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. Upon inspection, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the TOWN. The contractor will assume any additional cost accrued by the TOWN.

6. **INDEMNIFICATION**

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the TOWN OF SHREWSBURY harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, it’s agents, employees, or sub-contractors or resulting directly or indirectly from Vendor’s performance under this Agreement.

7. **INSURANCE**

Vendor’s liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker’s Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor’s operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor’s obligations. The Vendor shall deposit with the TOWN OF SHREWSBURY standard certificates of insurance thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the TOWN OF SHREWSBURY prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with

the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the TOWN OF SHREWSBURY and Contractor as additional insured where applicable.

Insurance policy shall cover the entire contract period.

Worker's Compensation:	Statutory limit
Commercial General Liability and Property Damage	\$1,000,000 per occurrence
Including pollution liability	\$2,000,000 general aggregate
Automobile	\$1,000,000 CSL

8. INDEPENDENT CONTRACTOR

Vendor is not an agent or employee of the TOWN OF SHREWSBURY and is not authorized to act on behalf of the TOWN OF SHREWSBURY.

9. COMPLETE AGREEMENT

This agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

10. ASSIGNMENT

Vendor shall not assign the Agreement or any interest therein, without prior written consent of the TOWN OF SHREWSBURY.

11. SUB CONTRACTORS

Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the TOWN OF SHREWSBURY.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

13. ENFORCEABILITY

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

14. CONFLICT OF INTEREST

The Proposer certifies that no official or employee of the TOWN OF SHREWSBURY has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

15. TERMINATION

- a. For Cause: TOWN OF SHREWSBURY shall have the right to terminate this agreement if
 - i. Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not affected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the TOWN OF SHREWSBURY, or
 - ii. (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or
 - iii. (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or
 - iv. (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. TOWN OF SHREWSBURY shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.
- b. Return of Property: Upon termination, Vendor shall immediately return to the TOWN OF SHREWSBURY, without limitation, all documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Vendor by the TOWN OF SHREWSBURY or developed by the Vendor in accordance with this Agreement.

16. DISCRIMINATION

It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

17. INTERPRETATION OF SPECIFICATION/TERMS.

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed via email to Sharyn Thomas, Town Clerk, Town of Shrewsbury, at sthomas@shrewsburyma.gov. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline, by addendum via email. No requests or questions will be accepted after the deadline for questions stated at the beginning of this RFP or as updated in an addendum, if such addendum were issued.

18. CANCELLATION OF RFP

To withdraw, cancel or modify a RFP at any time prior to the RFP opening date, a proposer must submit such request in writing to the Town Manager. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

19. SAMPLES

All qualified proposers may be requested to submit samples.

20. FINANCIAL AND OPERATIONAL INFORMATION

By submitting a proposal, the proposer authorized the TOWN OF SHREWSBURY to contact any and all parties referenced by the proposer regarding financial and operational information.

21. PAYMENT

The TOWN OF SHREWSBURY shall make no payment for a supply or service rendered prior to the execution of the contract.

22. DOCUMENTATION

Please find attached exhibit copies of contract forms which the successful proposer will be required to sign.

23. EXTENSION OF CONTRACT

The TOWN reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 20% at the sole discretion of the TOWN MANAGER.

24. The Proposer's proposal will remain in effect for a period of 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first.

25. The contract period shall begin from the execution of the Agreement and run two (2) years from deployment of equipment.

26. The TOWN will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.

27. The TOWN MANAGER shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE
CANCELLATION OF YOUR CONTRACT.**

REQUIRED FORMS

In addition to the information listed above as “Information to be submitted with Proposals,” the following attached forms must be completed and signed for submission with your technical proposal.

- **Designation of Authority**
- **Contractor Certifications**

The following forms are not required at the time of proposal submission, but will be required by the awarded Proposer in order to execute a contract.

- **Insurance Certificate** – Insurance Certificate as outlined on attached form included in this RFP must be provided by the selected Proposer.
-

The following attached form must be completed and signed for submission with your **price proposal**.

- **Price Form** – Must be submitted in a separately sealed envelope marked as indicated in the instructions.

DELEGATION OF AUTHORITY

At a meeting of the Board of Directors/Members/Trustees/Beneficiaries of the _____ **(designate entity and jurisdiction of organization)**, duly organized and validly existing and duly called and held on _____ at which a quorum was present, and acting throughout, the following vote was duly adopted: VOTED:
THAT _____ the _____

of the Corporation **(or other legal entity)**, hereby is authorized to affix the Corporate seal, sign and deliver in the name and on behalf of the Corporation **(or other legal entity)**, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

_____ of _____

And not otherwise.

ATTEST _____ DATE _____

NOTE: This form must be completed if the Contractor is a corporation.

The Town reserves the right to opt out of proposal at any time during the course of the Contract. The Town reserves the right to select alternates or any combination thereof, if believed to be more advantageous to the Town.

Please note any exceptions on separate contractor letterhead.

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF

ADDENDA# _____ *

ADDENDA# _____ *

ADDENDA# _____ *

*To be filled in by Contractor if addenda are issued.

CONTRACTOR _____

ENTITY AND
JURISDICTION OF ORGANIZATION

ADDRESS _____

COUNTY _____

PHONE _____

FAX _____

DATE OFFERED _____

STATE OF INCORPORATION _____

TAX I.D. NUMBER _____

AUTHORIZED SIGNATURE _____

PRINTED NAME AND TITLE _____

DATE_____

CONTRACTOR CERTIFICATIONS

THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES THE FOLLOWING:

1. Contractor has carefully read and examined all the documents herein referred to and knows and understands the terms and provisions therein.
2. No person in the employ of the Town of Shrewsbury has any pecuniary interest in this proposal or in the contract for the work which is proposed.
3. Name of Contractor is _____
4. The Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to G.L. c.149, 44A.

THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THE FOLLOWING:

1. This proposal in all respects is genuine, fair and made without collusion or fraud with any The Contracting Party has complied with all laws of the other person. As used in this paragraph, the word Person shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
2. The Contracting Party has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with G.L. c. 62C, Section 49 A.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext):	
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / N					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N / A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE TOWN OF SHREWSBURY IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

TOWN OF SHREWSBURY
TOWN MANAGER'S OFFICE
100 MAPLE AVE
SHREWSBURY, MA 01545

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

