

Request for Proposals Voting Tabulators RFP 23-11 City of Woburn, Massachusetts

Posted: January 23, 2023

Due: February 8, 2023

Questions by: February 1, 2023

To: odeluca@cityofwoburn.com

Deliver to:
City of Woburn
Purchasing Department
ATTN: Orazio DeLuca
Chief Procurement Officer
10 Common Street
Woburn, MA 01801



REQUEST FOR PROPOSALS

VOTING TABULATORS RFP 23-11



CITY OF WOBURN, MASSACHUSETTS

**POSTED
January 23, 2023**

**DUE BY:
February 8, 2023 11:00AM EST**

**DELIVER TO:
City of Woburn
Purchasing Department
Attn: Orazio DeLuca,
Chief Procurement Officer
10 Common Street
Woburn, MA 01801
odeluca@cityofwoburn.com**

SECTION 1.0 INSTRUCTORS TO OFFEROR

1.1 General

- The City of Woburn reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Offeror must be an Equal Opportunity Employer.
- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms.
- All information in the Offeror's response should be organized and presented in a clear / concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
- Additional copies of the solicitation may be obtained from the Purchasing Department on and after **01-23-2023** between the hours of 9:00 a.m. and 4:30 p.m. Monday – Wednesday, 9:00 a.m. to 7:00 p.m. on Thursdays and 9:00 a.m. to 1:00 p.m. on Fridays.
- The Price Summary Form in Section 5.0 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions, to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in M.G.L. c. 30B

1.2 Submission Instructions

Please submit two sealed envelopes: The first envelope includes one (1) original copy of the non-price technical proposal marked: "Non-Price Proposal – Voting Tabulators ". The second envelope includes one (1) original copy of the price proposal marked "Price Proposal – Voting Tabulators". Please send the complete sealed package to the attention of Orazio DeLuca, Purchasing Agent, Woburn City Hall, 10 Common St, Woburn MA 01801 on or before **February 8, 2023 @ 11:00AM EST.**

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place. Late proposals will not be considered, and will be returned.)

1.3 Questions

Questions or concerns regarding any aspect of this solicitation shall be forwarded in writing to Orazio DeLuca, Purchasing Agent through e-mail to odeluca@cityofwoburn.com so that they can be addressed prior to the solicitation deadline for offers. Answers will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. It is the responsibility of the Offeror

to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that specific solicitation. The web address is: www.cityofwoburn.com/bids.aspx

1.4 Key Dates for this Solicitation

ITEM	DATE
Solicitation issued	01/23/2023
Deadline for submitting questions	February 1, 2023 @ 4:30 PM
Responses due, screened and evaluation begins	February 8, 2023 @ 11:00 AM
Anticipated award	March 1, 2023 TBD
Estimated service commencement	March 15, 2023 TBD

1.5 Acronyms

MGL: Massachusetts General Law

POC: Point of Contact

RFP: Request for Proposal

SOW: Statement of Work

1.6 Evaluation Methodology

All responses will be reviewed by an evaluation committee composed of employees of the City. However, the City reserves the right to involve an outside consultant in the selection process. Final selection will be based upon the evaluators' analysis of the information and materials provided by the proposing vendors in their technical submissions compared to both the quality requirements & comparative evaluation criteria of the solicitation. Responses that meet the minimum Quality Requirements will then be reviewed for responses to the comparative evaluation criteria. Per M.G.L. c. 30B, the evaluation committee will assign an adjectival rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to the comparative evaluation criteria.

The City will award the contract to the most responsive and responsible Offeror who demonstrates best value to the city, technical and price considered. Before awarding the contract(s), the City may request additional information from the Offeror to insure that the Offeror has the necessary resources to perform the required services. The City reserves the right to reject any and all responses if it determines that the criteria set forth have not been met.

1.7 Non-Price (Technical) Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. These requirements were developed to standardize the preparation of responses while helping to assure consistency in format and content. This process will reduce the time required to prepare a response and will simplify the review process by the source selection authority. Results of the proposal review process will be utilized to establish a ranking of the offerors. All information in the technical proposal should be organized and presented as directed below.

Your technical proposal should contain the following information in this particular order:

1. Cover Letter
2. Executive Summary
3. Quality Requirements Form
4. Statement of Work
5. Qualifications & Experience
6. Past Performance
7. Completed Forms
 - Representations & Certifications
 - Certificate of Authority
 - Addendum Acknowledgement(s) (if applicable)

Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered, and identified with the solicitation number. For ease of reference, consecutive page numbering is required.

Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. All binders will allow for easy removal and replacement of pages.

1.7.1 Cover Letter

Include a cover letter which will summarize, in a brief and concise manner that the Offeror understands the requested services. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for sixty (60) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

1.7.2 Executive Summary

In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the SOW. The intent of this narrative is to convey to the City that the Offeror understands the objective that its services are intended to meet, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative should stipulate how the firm's approach and plans to provide the services are appropriate to the tasks involved.

1.7.3 Quality Requirements Form

The Quality Requirements Form, or set of basic business standards, must be addressed by each Offeror and presented within the technical proposal documentation.

1.7.4 Statement of Work

Provide a detailed description of the approach and methodology to be used to accomplish the SOW. The methodology should include:

1.7.4.1 Describe the firm's approach to managing the contract, including an implementation plan that describes in detail the specific plans to manage, control, and supervise the its services.

1.7.4.2 Provide a description of the implementation plan considerations, including estimated timeframes and deliverables.

1.7.4.3 Detailed description of the specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the SOW

1.7.5 Qualifications & Experience

Provide company name, address, telephone, fax, URL of company website, e-mail, and information regarding the firm's stability, length of time in business, business history, future plans, and company size. A statement as to the qualifications and specific billing and collection skills of management and support staff is required. This is to include but not be limited to background in the field of ambulance billing, insurance processing, Medicare experience as well as other information regarding staff qualifications. Provide evidence of a back-up billing arrangement using non-contractor facilities and employees to be presented with the proposal response. This will ensure that a catastrophic occurrence will not necessarily preclude the fulfillment of services required by this Agreement.

Provide resumes of project team members who will be working on this project and indicate the functions that each will perform; indicate the firm's reporting structure. Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

1.7.5.1 Subcontractors

The City desires to enter a contract with one contractor that will be responsible for all work, products, and services. There is to be no assignment of any aspect of this project without the prior written authorization of the City, If the contractor plans on using consultants and/or subcontractors as part of its implementation plan, then the firm needs to provide the company profile, name, address, and telephone for all consultants and/or subcontractors providing support during the term of this project. Define the responsibilities

and give a description of services to be provided by consultants and/or subcontractors. Please describe the contractor's business and reporting relationship with any consultants and/or subcontractors. Include references and resumes for all third party firms in your proposal.

1.7.6 Past Performance

The Offeror shall provide references for minimum of three contracts / orders, on which two (2) must be with government customers, that demonstrate recent and relevant past performance of similar scope, size and complexity of services identified. Please include the period of performance, contract dollar value, name, telephone number and email of the contact person at each and a description of the nature of the work. The City reserves the right to use itself as past performance.

Past Performance Project Title:	
Period of Performance	
Contract \$ Value	
Technical & Contractual POC Names & Titles	
Telephone numbers	
Email addresses	
Detailed summary of services provided	

1.7.6 Forms

All listed forms stated in Section 1.7 shall be filled out by the Offeror and submitted in the technical / Non-Price proposal response. Failure to do so may deem your proposal non-responsive.

1.8 Price Proposal Format

1.8.1 Cover Letter

Include a cover letter will summarize, in a brief and concise manner that the Offeror understands that their offer will bid the firm to the price submitted with their response. Please include the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the pricing is firm for sixty (60) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.

1.8.2 Price Summary Page (see attached within)

1.9 Quality Requirements

The following quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. The City of Woburn will disqualify any response that does not meet the minimum quality requirements. Failure to respond to any of the following minimum standards will result in disqualification of your bid.

QUALITY REQUIREMENTS		YES	NO
1.	The prices inserted in the Price Proposal cover all necessary expenses to fulfill the conditions of the contract within the time stated?		
2.	Has there been any type of Litigation against your firm in the past five (5) years from 2017 to present? If so, attach a brief statement with the appropriate explanation.		
3.	Contractor can provide the number of voting tabulators specified in this RFP, as well all of the other hardware, supplies, etc.		
4.	Does The vendor must maintain a service center? If so, is the service center stocked with voting equipment repair/replacement parts?		

In order to provide verification of affirmative responses to items 1-4 under the quality requirements listed above, proposers must submit written information that details the general background, experience, and qualifications of the organization. This information should be detailed throughout the various tabs in the technical proposal response. Subcontractors, if applicable, must be also included.

1.10 Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the solicitation shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria are:

1.10.1 FACTOR 1 – Past Performance

The contractor's proposal will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation. The city may choose to evaluate publicly available reports, and/or data. The City may use present and/or past performance data obtained from a variety of sources not just those contracts identified by the contractor. The information gathered for past performance may be used in the responsibility determination.

The contractor shall provide past performance for **minimum of three** contracts/orders, at least two must be with government customers that demonstrates recent and relevant past performance of similar scope, size and complexity of services identified. Recent is defined as within the last three (3) years. Relevant is the work similar complexity, magnitude and type of work described in the SOW.

The City may consider the past performance of other companies when they are team members, affiliates, or significant subcontractors who will perform major critical aspects of the requirement when such information is relevant to the acquisition; however, the contractor must clearly explain how these other companies will be significantly involved in the proposed contract. The contractor shall provide a detailed summary of the work performed for each past performance submitted. Where possible the city intends to interview each reference provided to verify project scope caught dollar value and obtain additional past performance information. The contractor shall provide telephone, fax, e-mail for the point of contact the technical and contractual personnel for each referenced project as well as a description of the referenced contract/purchase order.

Highly Advantageous: High degree of demonstration that past performance shows the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation. Extensive track record in tax collection services while having a working knowledge of both state and federal laws. Extensive track record and ability to generate both necessary follow-up collection efforts to all sources of payment as may be deemed necessary for financial remuneration.

Advantageous: Fair degree of demonstration that past performance shows the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation. Some track record in tax collection services while having a working knowledge of both state and federal laws. Some track record and ability to generate both necessary follow-up collection efforts to all sources of payment as may be deemed necessary for financial remuneration.

Not Advantageous: Poor degree of demonstration that past performance shows the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation. Poor track record in tax collection services while having a working knowledge of both state and federal laws. Poor track record and ability to generate both necessary follow-up collection efforts to all sources of payment as may be deemed necessary for financial remuneration.

Unacceptable: Unrelated past performance or no response.

1.10.2 FACTOR 2 – Key Personnel

The degree to which the contractor's and subcontractor's proposed key personnel demonstrate the ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience.

Highly Advantageous: High degree of demonstration that the proposed personnel have the ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience.

Advantageous: Fair degree of demonstration that the proposed personnel have the ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience.

Not Advantageous: Poor degree of demonstration that the proposed personnel have the ability to execute SOW requirements on the bases of strength of relevant education, training, depth and breadth of relevant experience.

Unacceptable - Unrelated key personnel for this project

1.10.3 FACTOR 3 - Technical and Management Approach

The degree to which the contractor effectively demonstrates knowledge, understanding, technical ability to successfully perform and manage requirements of the SOW. Additionally, the appropriateness, soundness and reasonableness of the contractor's problem resolution, logistic considerations, corporate commitment to achieve the overall project objectives. Ability to dedicate proper staffing to cover the needs and requirements of this contract. The degree to which administrative, physical, and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of confidential information electronic or otherwise that is received maintained or transmitted on behalf of the City of Woburn. A description of the technologies utilized by the firm to collect delinquent taxes and a description of your firm's capabilities for monitoring legislative and regulatory changes, and a description of mechanisms for communicating these changes to the City

Highly Advantageous: High degree of demonstration that the vendor has the knowledge, understanding and technical ability to success performing requirements in the SOW. Extensive ability to follow certain guidelines, as established by the City regarding the handling of certain categories of accounts. Extensive ability to meet the SOW requirements. Compliance with Affirmative Action requirements, applicable laws, ordinances, and the codes of state, federal and local governments. High degree of administrative, physical, and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of information received, maintained or transmitted on behalf of the City of Woburn.

Advantageous: Fair degree of demonstration that the vendor has the knowledge, understanding and technical ability to success performing requirements in the SOW. Some ability to follow certain guidelines, as established by the City regarding the handling of certain categories of accounts. Some ability to meet the SOW requirements. Compliance with Affirmative Action requirements, applicable laws, ordinances, and the codes of state, federal and local governments. Fair degree of administrative, physical, and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of information received, maintained or transmitted on behalf of the City of Woburn.

Not Advantageous: Poor demonstration that the vendor has the knowledge, understanding and technical ability to success performing requirements in the SOW. Little ability to follow certain guidelines, as established by the City regarding the handling of certain categories of accounts. Little ability to meet the SOW requirements. Compliance with Affirmative Action requirements, applicable laws, ordinances, and the codes of state, federal and local governments. Little degree of administrative, physical, and technical safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of information received, maintained or transmitted on behalf of the City of Woburn.

Unacceptable: Unrelated or no response.

1.11 Price Percentages

As the technical responses approach equality, price percentage of principle tax collected will become more important in making the awarded determination. In the event that two or more responses are determined not to have any substantial technical differences (i.e. are technically equivalent), award may be made to the higher percentage offer. It should be noted that award may be made to other than lower percentage offer if the City determines that a higher percentage is warranted due to technical merit. The city may also award other than the highest technically rated response, if the City determines that a decreased percentage is reasonable.

1.12 Rule for Award

The contract shall be awarded to the most responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within thirty (30) days after the bid opening. The time for award may be extended for up to fifteen (15) additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment to the City, the apparent highest responsive and responsible bidder).

1.13 Bonding Requirements

N/A

SECTION 2.0

GENERAL TERMS, CONDITIONS, CERTIFICATIONS

2.1 Bid Offers

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the City of Woburn. Bids not submitted in duplicate may be rejected. Bids with erasures or alterations will be rejected.

2.2 Prices

Must be F.O.B. Destination. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid.

2.3 Awards

to a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.

2.4. Payment

The City of Woburn shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract should be submitted before the first day of the in which payment is to be made to insure payment by twentieth day of that month, except where the allowance for a discount differs from the above. Contractor agrees to submit bills and delivery slips to the City Department in sufficient time for such discounts to be taken advantage of by the City and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the City, as specified on the order or from the date a correct invoice is received by the using agency of the City, if the latter date is later than the date of delivery.

2.5. Guarantees

The successful bidder shall repair, replace, or make good, without cost to the City, any defects or faults arising within one (1) year after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.

2.6 Patents

The Seller shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute an infringement, the Seller within a reasonable time, will, at its expense and as the City may elect, replace such material, equipment, or apparatus, or remove the material, equipment, or apparatus and refund the sums paid.

2.7 Legality

The successful bidder shall comply with all applicable United States, Massachusetts, and/or City of Woburn codes, statutes, ordinances, rules, and regulations.

2.8 Taxes

Purchases made by the City are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

2.9 Bonds

If this Invitation requires bid surety, the surety shall be in the form of bid bond of a MA Licensed Company, certified check, bank check, money order from a responsible bank, made payable to City of Woburn and must be filed with the original bid at the Office of the Purchasing Agent. Failure to submit surety will cause the bid to be rejected. The bid surety will be returned to the successful bidder within seven (7) days after the execution of the awarded contract and approval by the City of the performance bond. In the case of a default, the bid surety shall be forfeited to the City of Woburn. The successful bidder may be required to furnish a performance bond in an amount and with a MA licensed Surety satisfactory to the City. The Contractor will assume all costs for bonds.

2.10 Orders

Verbal Orders are not binding on the City of Woburn, and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of City Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the City. Purchase Orders issued by the City to pay for goods or services shall be made part of Contract.

2.11 Indemnity

Contractor shall agree to Indemnify, Defend, and Hold the City Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

2.12. Equality

Where trade names or specific manufacturers are mentioned in the specifications, the City does not intend to limit competition, but merely to indicate the general type of commodity to be supplied. The City invites offers on comparable commodities to those named or described in the specification. Naming of any commercial name, trademark or other identifier shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:(a)it is at least equal in quality, durability, appearance, strength, and design;(b)it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and(c)it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The

name and identification of all materials, other than the one named, shall be submitted to the City in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the provisions of M.G.L., Ch.30,s.39J, or other applicable statute, approval shall be at the sole discretion of the City, it shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor. Include a written brochure outlining all features of the product offered whenever possible.

2.13 Minority Business Enterprise Plan

Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

10.4% combined MBE/WBE participation on construction contract awards; and,
17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised

plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

2.14 Right to Know Legislation

M.G.L., Ch.111F and 454 CMR 21.06 All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL,Ch.111F , are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

2.15 Non-Collusion Affidavit

M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10 Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

2.16 State Taxes Paid

Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.17 Bid Offers

Bid offers will be reviewed and awards made as soon as is possible. Awards will be made within 30 business days from Bid Opening. Offers must be signed to be valid.

2.18 Unit Price

The case of arithmetical error in any offer involving extension of prices quoted herein, the unit price will govern the final price of quantities offered.

2.19 Insurance

Contractor shall purchase and maintain coverage for Workers’ Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability; Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor’s operations under this agreement, whether such operations be the Contractor’s, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than \$ 1,000,000 in Bodily Injury and in Property

Damages. A certificate of insurance naming the City of Woburn as Additional Named Insured shall be filed with the City prior to the commencement of any contract's operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-renewal or cancellation of coverage to City of Woburn. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 11).

2.20 Independent Contractor

The contractor is neither an agent nor an employee of the City of Woburn and is not authorized to act in behalf of the City of Woburn.

2.21 Complete Agreement

The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

2.22 Assignment / Sub-Contracting

The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the City without prior written consent of the City of Woburn.

2.23 Conflict of Interest

The bidder certifies that no official or employee of the City of Woburn has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A,s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the City of Woburn.

2.24 Termination

The City of Woburn shall have the Right to terminate this Agreement, if:(A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not effected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the City of Woburn, or,(B)a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor 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 of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. City of Woburn shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. NOTICE: The City of Woburn may terminate this Contract or any Purchase Order issued hereunder without

cause at anytime, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

2.25 Return of property

Upon termination, the Contractor shall immediately return to the City of Woburn, without limitation, all documents ,plans, drawings, tools, equipment, and items of any nature whatsoever supplied to the Contractor by the City, or items developed by the Contractor in accordance with the terms of a Contract with the City of Woburn.

2.26 Interpretations of Specifications

Any prospective bidder that requests an interpretation of existing specifications' terms or conditions must do so within the defined question due date located with the instructions to bidder. All requests shall be in writing to the Purchasing Agent.

2.27 Information

The submission of a bid offer authorizes the City to contact any and all parties referenced by the bidder in regard to financial and operational information. The City shall have the right to request verification of any information or qualifications submitted as part of any offer to the City.

2.28 Price Reduction

It is understood and agreed that should any price reductions occur between the opening of the bid offers and the completion of the delivery of goods or services that the benefit of all such reductions will be extended to City.

2.29 Governing Law

The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

2.30. Enforceability

In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

2.31 Samples

Any qualified bidder may be required to submit samples of the goods offered at the request of the Purchasing Agent. Evaluation for acceptability will be a determining factor in the selection process.

2.32 Discrimination

It is understood and agreed that it shall be a material breach of Contract resulting from this bid

offer for the Contractor to engage in any practice which shall violate any provision of M.G.L., Ch.151B, relative to discrimination in hiring, discharge, or, terms or conditions of employment.

(THIS AREA IS LEFT BLANK INTENTIONALLY)

CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an original signature and all other information, or, the Bid or Proposal will be rejected.

In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:

1.STATE TAXES PAID: Pursuant to M.G.L. Chapter 62C, s. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.CERTIFICATE OF NON-COLLUSION: M.G.L. C. 30, s. 39M and/or C. 30B, s.10 : Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

3.PUBLIC CONTRACTS - DEBARMENT: M.G.L. C. 550, Acts of 1991: The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of C. 29, s. 29F, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

4. HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER \$ 10,000.00: Chapter 306 of the Acts of 2004: The undersigned certifies that the firm is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;(2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration at the time that 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(3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration.

5. COMPLIANCE : The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its

performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in MA as required by Law.

Print Name _____

Circle: Corporation Partnership Individual

Authorized Signature _____

Print Name _____

Title of Person Signing Bid or Proposal _____

Date _____

Company Federal ID # or Social Security # _____

State of Incorporation _____

Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully complete.

Scope of Work

The vendor must submit the total purchase price for all equipment, including delivery, training, installation, support, software, miscellaneous supplies and maintenance costs as specified herein, including voting booths.

All equipment must be approved for use in the Commonwealth of Massachusetts by the Secretary of the Commonwealth.

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

All equipment must be brand new, not refurbished. Equipment means actual voting equipment, including but not limited to the following: optical scanner and tabulator, cancellation marking unit, ballot box, storage and carrying case, memory data card, and software to operate and accumulate City-wide results.

The Vendor shall provide on-site replacement and/or repair of failed machines or memory devices during all elections.

The Vendor shall provide a two (2) year warranty to cover 100% of all parts and labor. The Vendor shall incur all shipping costs or provide on-site repair of all items returned under warranty.

The Vendor shall guarantee parts availability for at least ten (10) years with a guarantee of free inside delivery to the City Clerk's office within thirty (30) days of receipt of notice.

Specifications

The Tabulator-Scanner

The source document for the tabulator-scanner shall be paper ballot.

The ballot tabulator-scanner unit must be an optically-scanned, precinct-based unit that is voter initiated.

The tabulator-scanner must be certified by an independent testing authority and must meet Federal Election Commission (FEC) guidelines.

Each tabulator-scanner must include a cancellation marking unit, as required by the Commonwealth of Massachusetts.

The tabulator-scanner must be equipped with a twenty-four (24) character or more alphanumeric Liquid Crystal Display (LCD) message panel for the purpose of communicating information to the pollworkers and voters.

The tabulator-scanner must contain automatically calibrated read heads.

The tabulator-scanner must have a read path capable of clearing all jammed or misfed ballots by a pollworker on election day without having to remove the cover of the tabulator-scanner.

The tabulator-scanner must be capable of reading a minimum of four (4) columns front and back.

The tabulator-scanner must accommodate ballot columns of variable width.

The tabulator-scanner must be capable of accepting and processing ballots in any of four orientations: right-side up; up-side down; front and/or back.

The tabulator-scanner must be capable of reading ballots on one side or both sides.

The tabulator-scanner should be able to read and tabulate ballots that are printed in portrait or landscape design.

The tabulator-scanner must be capable of separating write-in votes.

The tabulator-scanner must be capable of determining ballots with over-votes and rejecting said ballots.

The tabulator-scanner must be capable of rejecting all defective ballots.

The tabulator-scanner must be capable of processing multiple precincts on a single memory device, as well as multiple ballot styles and colors.

The tabulator-scanner must be of a compact, portable design that is sufficiently light enough in weight (under 25 lbs.) to be easily transported and secured to the ballot box at the polling place by the poll workers.

The tabulator-scanner must be capable of securing operation and tabulation features by lock and key.

The tabulator-scanner must be secured to the ballot box by lock and key.

The tabulator-scanner must be transportable in a padded carrying case.

The tabulator-scanner must be capable of being plugged into a standard electrical outlet.

The tabulator-scanner must contain an internal battery capable of maintaining uninterrupted usage and preservation of election data during a power failure, or when power is completely disengaged or interrupted from the unit. The battery must be UL approved and display the UL seal.

The tabulator-scanner must have a public counter that clearly displays the number of ballots cast.

The tabulator-scanner must be interchangeable with each ballot box.

The tabulator-scanner must contain a removable memory device.

The tabulator-scanner must contain an internal modem and an appropriate interface that permits transmission of precinct level results via common carrier telephone lines to a host computer.

The tabulator-scanner must have an internal capability to perform self-diagnostics that will identify and pinpoint any unit malfunctions.

The tabulator-scanner must be capable of printing the date and time it was activated in the morning and the date and time the precinct report was printed following the close of the polls.

The tabulator-scanner must be capable of printing an alphanumeric report containing at a minimum the number of ballots cast, the number of ballots with write-ins, the office title, the candidates' names, vote totals for each candidate, total votes cast, blanks cast for each race and percentage of votes cast for each race.

The tabulator-scanner must be capable of producing a comprehensive audit report of all election functions performed on the system during its period of use on election-day. This audit trail must be available in a paper printout and stored in the memory device.

The tabulator-scanner must be capable of reading and tabulating ballots that are marked with normal pencils and pens. It must not require the use of special marking devices.

The Ballot Box

The ballot box should include a compartment for fully marked and counted ballots.

The ballot box should include a compartment for write-in and sorted ballots.

The ballot box should include a compartment for emergency voting.

All compartments in the ballot box must be capable of being secured by lock and key.

The ballot box should be of high impact plastic, easily maneuverable, and contain "lockable" wheels.

The ballot boxes should be interchangeable with the tabulator-scanners and should contain the appropriate deflector mechanisms.

Software

All necessary programming and accumulation software to run the election system in accordance with the required specifications must be included in the bid price.

The Vendor, during the period of the warranty, shall have the responsibility of programming the memory devices and the central accumulation transmission and shall retain backup copies for the customer.

The Customer shall also have the ability to self-program the memory devices and the central accumulation transmission.

Support

Support must include demonstrations for four (4) on-site voter education demonstrations. Two each prior to the first and second election.

Support will include an on-site training session for the City Clerk and staff for the first election.

Support must include an on-site training session for pollworkers for the first and second election.

Support must include adequate staffing to ensure on-site election day support and must include a guaranteed ninety (90) minute response time for service calls for all elections.

Support must include a staff person on-site, all day, for the first and second elections.

Support must include ability of vendor to print local election ballots.

Equipment Demonstration

Proposers may be required to make the actual equipment to be supplied available for inspection and demonstration before any award is made. Failure to comply with this request may result in the rejection of your proposal.

Delivery

All voting machines, software, and related equipment required by this proposal, must be delivered to: Woburn City Hall, 10 Common Street, Woburn MA 01801

Exceptions & Equipment Compatibility

All equipment offered must meet the minimum specifications provided herein. No major exceptions are allowed. Any and all deviations from these specifications MUST be stated on a separate sheet listed in the order of the item number(s) shown herein. Manufacturer/sales specification sheets alone are NOT an acceptable means of explaining deviations and/or exceptions. Deviations/exceptions offered must be equal to or exceed the original specification listed. Final determination as to whether any deviation/exception offered is acceptable will be at the sole discretion of the City of Woburn, and such decision will be final. All equipment offered must be compatible with existing City of Woburn Elections & Registrations operating procedures and capabilities.

Minimum Equipment Specification – Digital Scan Vote Tabulators

The vendor will be responsible for:

1. Supplying & delivering fifteen (15) electronic digital optical scanning vote tabulator precinct packages, and two (2) spare electronic digital optical scanning vote tabulators, including all necessary & related equipment & software as per these specifications over the course of Fiscal Year 2023 to the City of Woburn.

As part of your proposal submission, proposers are required to submit manufacturer's product information literature, as well as a written description of the proposed equipment, size, setup, etc., so that the City of Woburn may fully evaluate the product the proposer intends on supplying.

Vendors should note:

If an update of the electronic digital optical scanning vote tabulator machine update becomes available and certified by December 31, 2023, the City requests that the updated machine is provided at the same cost as proposed in this RFP.

Voting Equipment

Each Precinct Tabulator Package will consist, at a minimum, of the following;

- An electronic digital optical scanning vote tabulating unit
- Protective carrying case for the vote tabulating unit
- Two (2) complete set of memory media required to conduct Massachusetts and U.S. Federal elections
- Internal backup battery.
- Power cord
- Key set
- Two (2) Thermal paper rolls
- One dozen, marking devices compatible with the tabulator being bid
- Six (6) security seals
- One (1) plastic box with three (3) compartments, casters and built in power supply

Each Spare Precinct Tabulator will consist, at a minimum, of the following;

- An electronic digital optical scanning vote tabulating unit
- Protective carrying case for the vote tabulating unit
- Two (2) complete set of memory media required to conduct Massachusetts and U.S. Federal elections
- Internal backup battery.
- Power cord
- Key set
- Two (2) Thermal paper rolls
- One dozen, marking devices compatible with the tabulator being bid

Six (6) security seals

All voting equipment offered must be, at the time of proposal submission, certified by the Secretary of the Commonwealth of Massachusetts, Elections Division, as being approved for use in Massachusetts elections. All such voting equipment must be in compliance with the standards set forth in 950 Commonwealth of Massachusetts Regulations, section 50.02. Proposers must include a copy of the Secretary of State's Letter of Approval with your proposal submission.

All voting equipment offered must meet or exceed the Federal Voluntary Voting System Standards of 2005 as adopted by the Election Assistance Commission. Proposers must include a copy of the EAC Certification with your proposal submission.

All equipment offered must be brand-new; no used or demonstration equipment will be accepted. All such equipment must come with the manufacturer's latest versions of both hardware & software.

Equipment must be lightweight, easy to store, carry, and set-up.

The vote tabulator 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 capture digital images of each ballot (this function must also be able to be disabled to comply with current Massachusetts law).
- 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.
- The tabulator must be able to display a notification to the voter identifying a discrepancy on the ballot, when marks for an office or question exceed the number to be elected, and allowing the voter to correct the ballot. If the voter

chooses to cast the ballot with mistakes, the tabulator must be able to be programmed to register the vote as a blank to prevent double voting.

- The vote tabulator scanner 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.
- Each individual vote tabulator must come with its own protective carrying case for the tabulator unit. Said carrying case must be separate from the ballot box.
- Each ballot box must have three (3) compartments, one for ballots tabulated by the voter tabulation unit, one for ballots where write-in votes have been detected which must be hand- counted at the close of polls, and one auxiliary compartment for ballots unable to be read by the machine.
- 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.
- The voting equipment must have an easily readable display screen capable of displaying the status of the tabulator to both poll workers & voters.
- The voting system must include a compatible election night reporting software package.
- The voting tabulators must be able to be accessed by disabled or physically impaired individuals without assistance or direction from election staff. This includes compatibility with wheelchair users. Units must be ADA compliant in their configuration I use.

Training:

City of Woburn

1. The vendor will provide a minimum of two (2) hours of on-site training for the City Clerk and office staff on all voting equipment. All training will take place at the Woburn City 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 City Clerk, and the vendor will accommodate said schedule.
2. The vendor will provide a minimum of two (2) hours of on-site training for City Poll Workers. All training will take place at City Hall, or a site designated by the City 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 City Clerk, and the vendor will accommodate said schedule.

The vendor will provide documentation to accompany all training, consisting of;

- Fifteen (15) pre-election testing guides
- Fifteen (15) Poll Worker training guides
- Fifteen (15) Instructions to Voters Posters
- On-Site Election Assistance:

The vendor will provide on-site coverage to the City during the first election in which the new voting tabulator equipment is used. Said person to be assigned must be fully trained & experienced in the operation of the supplied vote tabulator equipment and software. Said person must be fully trained & experienced in the operation of the supplied vote tabulator equipment and software. The person will work with the City Clerk from one (1) hour prior to opening the polls until two (2) hours after the polls close on Election Day. Said person will be present during the Poll Worker Training Session so all Poll Workers will be familiar with, and have had interaction with, the person prior to the Election. The vendor will have staff available on an on-going basis, that can respond to City equipment issues on any given election voter day, with an on-site response time of three (3) hour or less.

Two Year Hardware & Software Warranty

All equipment and software provided by the vendor will be covered by a two (2) year, all-inclusive warranty. Warranty must cover all parts, equipment, labor, travel costs and shipping costs.

Unlimited access to the vendor's Help Desk Customer Assistance for pre-election, Election Day, and post-election questions, concerns, or troubleshooting.

Provide an annual maintenance visit to the City to inspect and service all equipment. Cost for this work, for the first two years of City ownership, is to be included in your proposal price.

Any necessary repairs will take place in the City. If on-site repair is not possible, loaner equipment will be left in the possession, at no charge, until all equipment can be repaired and returned to the City, this includes Election Day situations.

Post Warranty Maintenance & Software License Fees

After the original 2-year warranty period expires on the voting equipment; the vendor will provide annual voting equipment maintenance to the City, 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 City equipment ownership).

Trade-In

The City of Woburn currently has Sixteen (16) AccuVote voting machines that it will be trading in against the purchase of the new equipment required by this proposal in Fiscal Year 2023.

Proposers will indicate the trade-in price they are offering for this equipment on the Price Proposal Form.

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 City of Woburn. 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 Westfield on election days. Proposers must list their facility's physical address on the Vendor Location Form included with this request for proposal.

Technical Proposal

The technical proposal is to be submitted in a separate marked envelope in accordance with directions given under the heading Proposal Submission.

A complete technical proposal shall consist of all of the following:

A. To be considered responsive, the proposal must respond to all requirements of this part of the RFP. Any information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the vendor, to respond to a requirement, supplies supporting information, the response should include reference to the document number and page number. This will provide the selection committee with a quick reference. Proposals not providing this reference will be considered to have no reference included in the additional documents.

B. Statement of the Scope – State in concise terms your understanding of the scope of work presented by the RFP. Include a narrative description of the proposal offer and a list of products and services that will be rendered.

C. Reference Statement – It should specifically state the employees assigned to this project. Experience and qualifications of the firm's personnel, including a list of specific personnel who will be committed to this work and their respective qualifications.

D. Qualification Statement – Provide a list of projects of a similar nature that is completed or is currently in progress, with references. This client list and qualifications must demonstrate significant experience in providing direct read optical scan vote tabulators to government jurisdictions.

E. Proposed Schedule – Submit a proposed schedule to complete the proposed work. Include time phases for each segment and/or item proposed in the RFP.

F. Financial Resources – Provide a description of the financial stability of your firm, and other resources that adequately assure acceptable performance of the contract. Include your most recent Financial Statement.

Note: Responses to items above will be used to evaluate proposals on a comparative basis. Proposers should provide complete responses in the format specified.

Evaluation of Proposals

A. Minimum Evaluation Criteria

M-1 Each technical proposal shall first be reviewed to ascertain whether or not all of the minimum criteria, as listed in the Scope of Work and Specifications sections of the RFP, have been met.

M-2 For the proposal to be considered responsive, all of the following items listed below must be included:

- Adequate staffing to ensure on-site election day support with a guaranteed ninety (90) minute response time for service calls for all elections.
- The tabulator-scanner must be capable of reading and tabulating ballots that are marked with normal pens and pencils.
- The tabulator-scanner must be capable of processing multiple precincts on a single memory device, as well as multiple ballot styles and colors.
- The tabulator-scanner must be capable of accepting and processing ballots in any of four orientations: right-side up; up-side down; front and/or back.
- The tabulator-scanner must accommodate ballot columns of variable width.
- The tabulator-scanner must be capable of reading ballots on one side or both sides.
- The tabulator-scanner should be able to read and tabulate ballots that are printed in portrait or landscape design.

M-3 Proposers must be in the business of providing specified services and have at least five (5) years of experience in such business or have equivalent experience in the field.

B. Comparative Evaluation Criteria

Each technical proposal meeting the Minimum Evaluation Criteria shall be rated according to the following Comparative Evaluation Criteria:

The following criteria will be used to evaluate the suitability of the proposal to the needs of the City

C-1 Quality of proposal and quality of experience.

Highly Advantageous

The proposal must demonstrate:

- an in-depth understanding of Direct Read Optical Scan Vote Tabulators .
- an in-depth understanding of system requirements.

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 Woburn.
- individuals with superior experience working with City Clerk personnel.

Advantageous

The proposal must demonstrate:

- a good-depth understanding of Direct Read Optical Scan Vote Tabulators.
- a good understanding of system requirements.

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 Woburn.
- individuals with good experience working with City Clerk.

Not Advantageous

The proposal does not demonstrate a solid understanding of Direct Read Optical Scan Vote Tabulators. The proposal does not demonstrate a good understanding system requirements. 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 Woburn. The individuals do not have adequate experience working with City Clerk personnel.

Highly Advantageous

A vendor whose factory authorized service center is within ninety (90) minutes from the City of Woburn, under normal driving conditions.

Advantageous

A vendor whose factory authorized service center is within 3 hours from the City of Woburn, under normal driving conditions.

Not Advantageous

A vendor whose factory authorized service center is more than 3 hours from the City of Woburn, under normal driving conditions.

C-3 Support

Highly Advantageous

A vendor which has 10 or more full time employees available for backup and support within the Commonwealth of Massachusetts during an election.

Advantageous

A vendor which has more than 5, but less than 10 full time employees available for backup and support within the Commonwealth of Massachusetts during an election.

Not Advantageous

A vendor which has less than 5 full time employees available for backup and support within the Commonwealth of Massachusetts during an election.

C-4 Marking Device Requirements

Highly Advantageous

A system which does not require the use of special marking pens.

Unacceptable

A system which requires the use of special marking pens.

Interviews

After review of the technical proposal, the evaluation committee may, at its discretion, schedule interviews with any or all of the proposers for the purpose of further evaluation of the proposer's qualifications and ability to provide the required service. Interviewees will be ranked based on their presentation.

Price Proposal Requirements

The price proposal is to be submitted in a separate marked envelope in accordance with directions given under the heading Proposal Submission.

A complete price proposal shall consist of all of the following:

1. Interested proposers should submit their Price proposal ONLY on the forms provided with this RFP.
2. A completed Price Proposal Form.

Proposal Pricing

Proposal 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 proposal. No separate or additional costs, fees or expenses will be paid by the City.

The City will not pay any down payment, security deposit or any type of up-front payment toward the purchase of this equipment. Only the total purchase price will be paid upon delivery of the equipment and all warranty paperwork and is accepted by the City of Woburn.

Proposal must list a proposal price for each of the items listed on the Price Proposal Form. Proposers must submit a price on ALL items in order for your proposal to be accepted. For any item(s) where there will be no cost to the City, proposers must list a price of "\$0". Items left blank or "N/A" are NOT acceptable. Any proposals that are not submitted in accordance with these instructions may be rejected as non-responsive.

Vendors should note:

If an update of the electronic digital optical scanning vote tabulator machine update becomes available and certified by December 31, 2023, the City requests that the updated machine is provided at the same cost as proposed in this RFP.

Price Amount Determination

The price amount will be the overall price for the total of the voting equipment, software package, training, on-site election assistance, one year warranty package, less the trade-in price for City used voting equipment. All items will be added up to arrive at a grand total. This grand total will be the amount used to determine the price.

The proposed prices for the Post Warranty Maintenance & Software License Fees will not be taken into consideration in determining the proposed price. However, these prices will be reviewed for consistency with expected current and forecasted market rates for these types of fees. If the proposed pricing submitted for these items are grossly over expected market rates, the entire proposal will be rejected as being from a non-responsive proposer.

Price Escalation Clause

Prices offered by the proposer must be firm and not subject to increase during the term of the Contract. Price escalation clauses over and above the total submitted proposal price(s) are not allowed. Only the total proposal price(s) will be accepted. Proposers cannot insert/include a statement indicating their price(s) will increase during the life of this contract above or beyond their submitted proposal price(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind may result in the rejection of your proposal.

Certification Regarding Debarment

By execution of the proposal/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, City, 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.

Conditions of Contract

Contract may be terminated by the City based on thirty (30) day written notice to the contractor.

SECTION 4.0
INVOICING REQUIREMENTS

Invoices shall be submitted to the designated billing office at the following address after completion of order:

City of Woburn
Department of City Clerk
Attn: Lindsay Higgins
10 Common St
Woburn, MA 01801
lhiggins@cityofwoburn.com

To ensure a proper invoice, the invoice must include the following information and/or attached documentation to be complete:

- 1) Name of the business concern, invoice number and invoice date;
- 2) Contract number, or authorization for performance of services;
- 3) Description, price, and quantity and services actually delivered or rendered;
- 4) Other substantiating documentation or information as required by the contract

Invoice shall be accompanied by monthly reporting items defined in Section 3.3.3.

**SECTION 5.0
PRICING**

The undersigned proposes to supply and deliver the services specified below in full accordance with the Statement of Work supplied by the City of Woburn entitled:

Voting Tabulators

The contractor proposes to furnish and deliver the services specified at the following price structure

SEE NEXT PAGE FOR PRICING SIGNATURE FORM

CITY OF WOBURN, MASSACHUSETTS - PURCHASING DEPARTMENT
10 COMMON STREET – WOBURN, MA

**REQUEST FOR PROPOSALS FOR
VOTE TABULATORS**

Price Proposal

TO BE SUBMITTED IN ENVELOPE A

Page 1 of 2

Marked as Follows:

Price Proposal - VOTE TABULATORS

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
15	Vote Tabulator systems,	\$ _____
2	SPARE VOTING TABULATORS Tabulator systems, more than 15 requested above	\$ _____
1	Additional fees	\$ _____
TOTAL PRICE		\$ _____

The prices quoted above include the cost of all labor, materials, insurance, and all other necessary expenses to fulfill the conditions of the contract. All travel costs to be incurred by the contractor shall be paid by the contractor. The City of Woburn will not pay for travel time or any travel related expenses.

Vendors should note:

If an update of the electronic digital optical scanning vote tabulator machine update becomes available and certified by December 31, 2023, the City requests that the updated machine is provided at the same cost as proposed in this RFP.

TRADE IN PRICE

The City of Woburn currently has Sixteen (16) AccuVote voting machines that it will be trading in against the purchase of the new equipment required by this proposal in Fiscal Year 2023.

Total Trade-in price \$ _____

REQUEST FOR PROPOSALS FOR VOTE TABULATORS

Price Proposal

TO BE SUBMITTED IN ENVELOPE A

Page 2 of 2

Marked as Follows:

Price Proposal - VOTE TABULATORS

VENDOR'S FACILITY LOCATION

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 City of Woburn. If equipment is not able to be repaired on site then loaner equipment must be provided, at no cost to the City of Woburn, if equipment failure is within 30 days of an election. Staff levels must be such that a technician is dedicated for the City of Woburn on election days. Proposers must list their facility's physical address below:

Facility Name: _____

Facility Street Address: _____

Number of technicians staffed at this location: _____

We herewith propose to provide Vote Tabulators in accordance with our technical proposal and otherwise as noted above.

Name of Individual or Company Making Proposal

The Contractor certifies that this Proposal Response has been duly authorized and approved by all required organizational action of the organization.

The person executing this response on behalf of the organization certifies that he or she has the legal and organizational authority to do so.

NAME OF COMPANY : _____

ADDRESS:_____

CITY/STATE/ZIP: _____

TELEPHONE/FAX/EMAIL: _____

FEDERAL TAX ID NUMBER:_____

**NAME OF AUTHORIZED
INDIVIDUAL:**_____

SIGNATURE OF AUTHORIZED INDIVIDUAL:

X_____

ACKNOWLEDGEMENT OF ADDENDUMS:

Addendum #1 _____ **#2** _____ **#3** _____ **#4** _____

SECTION 5.0 FORMS

Required Form Submissions by Offeror

1. Certificate of Authority

Post Award

1. Insurance Certificate
2. W-9 Form (If new vendor)

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of _____
(Name of Corporation)

held on _____ it was VOTED that:
(Date)

(Name)

(Officer)

of this corporation, be and he/she hereby is authorized to submit bids and proposals, execute contracts, deeds and bonds in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such _____ under seal of the company, shall be valid
(Officer)

and binding upon this corporation.

A True Copy,

ATTEST: _____

TITLE: _____

PLACE OF BUSINESS: _____

DATE OF THIS CERTIFICATE: _____

I hereby certify that I am the clerk of the _____
(Corporation)

that _____ is the duly elected _____ of
(Name) (Office)

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

(Clerk)

CORPORATE SEAL:

CERTIFICATE OF GOOD STANDING

TO: Contractor

FROM: Purchasing Department

RE: CERTIFICATE OF GOOD STANDING

The Contractor must comply with our request for a CURRENT "Certificate of Good Standing".

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:

www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Woburn cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Agent

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.