



**ADMINISTRATION & FINANCE
PURCHASING DIVISION
CITY OF WORCESTER, MA
455 MAIN STREET
ROOM 201, CITY HALL
WORCESTER, MA 01608
(508) 799-1220**



**Christopher J. Gagliastro, MCPPO
Purchasing Agent**

**RFP NO. 6310-W5
ISSUANCE DATE: 2/24/2015**

BUYER: Christopher J. Gagliastro

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
REQUEST FOR PROPOSALS
NOTICE TO PROPOSERS**

RFP TITLE: Vote Tabulators / Scanners – City Clerk

REFER TO PAGE 7 FOR PROPOSAL SUBMISSION INFORMATION

General Conditions

All proposals are subject to the terms, conditions and specifications herein set forth:

- 1. Scope: Furnish and deliver electronic optical scanning vote tabulators and related software as per the attached requirements and specifications of the City of Worcester.**
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the amount of N/A must accompany this proposal. This must be submitted under separate sealed cover marked "Proposal Security." In the case of default, the surety shall be forfeited to the City as liquidated damages.
3. All terms and conditions are applicable to this proposal except the following section(s) which are hereby deleted from this RFP: 27
4. A performance bond in the amount of N/A will be required. If this proposal is accepted by the City and the Proposer shall fail to contract as set forth in these requirements and to give a bond in the aforementioned amount, within ten (10) days, (not including Sundays, Saturdays, or a legal Holiday) from the date of the mailing of a notice from the City to the Proposer, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the proposer has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the proposal security accompanying this proposal shall become the property of the City as liquidated damages.

Any prospective proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Division and are to be in duplicate. No changes will be considered or any interpretation issued unless request is in our hands within 5 days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal submission date.

Any inquiries related to technical or contractual matters must be submitted in writing to:

**Christopher J. Gagliastro
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608
gagliastroc@worcesterma.gov**

5. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
6. The following meanings are attached to the defined words when used in this RFP.
 - a) The word "City" means The City of Worcester, Massachusetts.
 - b) The word "Proposer" means the person, firm or corporation submitting proposal on these specifications or any part thereof.
 - c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - d) The words "Firm Price" shall mean a guarantee against price increase during the life of the contract.
7. All proposals and other documents relating to this RFP are subject to the public records provisions of M.G.L. c.30B, and shall remain confidential until the time specified in c.30B section 6 (d).
8. All material submitted by vendors becomes the property of the City. The City is under no obligations to return any of the material submitted by a vendor in response to this RFP.
9. Each vendor's proposal must remain in effect for at least 120 days from the deadline for its submission. The City will decide upon acceptance within 120 days of submission.

10. 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, religious creed, national origin, sex, age or ancestry.
11. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
12. The City will review and analyze each proposal, and reserve the right to interview selected proposers. The City shall select the proposer, which in the City's opinion, has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
13. The Contractor will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, etc. during the contract derived from this RFP.
14. The Contract Agreement will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
15. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is pecuniarily interested in this proposal or in the contract which the proposer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of G.L.C. 43 section 27, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Any proposal withdrawn after time and date specified, the proposer shall forfeit deposit on proposal as liquidated damages.
17. A vendor conference will be held as follows: N/A
18. The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of any contract which results from this RFP, or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous consent in writing of the City. Should the Contractor attempt any of the above without the written consent of the City, the City reserves the right to declare the Contractor in default and terminate the contract for cause.
19. The Contractor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Public Liability, Property Damage and Worker's Compensation in the following types and amounts:
 - A) PUBLIC LIABILITY INSURANCE - Contractor to supply the City of Worcester with certificates of insurance covering public liability in an amount not less than \$1,000,000.00 to any one person, and not less than \$ 1,000,000.00 on account of

one accident.

B) PROPERTY DAMAGE INSURANCE - Contractor to supply the City with certificates of insurance covering property damage in an amount not less than \$1,000,000.00 for damages on account of any one accident, and not less than \$ 2,000,000.00 on account of all accidents.

C) COMPENSATION INSURANCE - The Contractor shall furnish the City with certificates showing that all its employees shall be connected with the management operations are protected under worker's compensation insurance policies.

20. The Contractor shall carry Public Liability Insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone in his or her employ during the execution of the contract derived from this RFP.
21. Prior to starting on the contract derived from this RFP, the Contractor shall deposit with the Purchasing Division, certificate from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Contractor. The certificates must be on a form satisfactory to the City.
22. All prices quoted must include inside delivery, and set-up in place F.O.B. destination to pre-designated City of Worcester departments.
23. No special charges will be allowed for rigging, packing, crating, freight, express, or carriage unless specifically stated and included in the vendor's proposal.
24. The award to the successful proposer may be cancelled in the event of vendor nonperformance as may be determined by the City.
25. The successful proposer shall comply with all applicable federal, state and local laws, ordinances, and regulations. The awarded contract shall be governed under the laws of the Commonwealth of Massachusetts.
26. Purchases made by the City are exempt from Federal and Massachusetts state taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
27. When the contract is executed, a performance bond, in the full amount of the contract, is required. See paragraph 4. The bond will be of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts. The cost of this bond is the

vendor's responsibility. Bonds shall remain in force and effect thru the performance of the contract.

28. Expenditures by the City and authorization to spend for particular purposes are made on fiscal year basis. The City's fiscal year is the twelve month period ending June 30 of each year. The obligations of the City under any agreement to be reached are subject to the appropriation or authorization of the necessary funds. The City agrees to make reasonable efforts to obtain funding and all necessary authorization.
29. No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Worcester.
30. The vendor (and its insurers, if any) shall bear all risk of loss or damage to the equipment which occurs in transit to the user site. The risk of loss or damage to purchased equipment shall remain with the vendor until the purchase price has been paid and title has passed. The vendor shall also bear the risk of loss or damage to leased or rented equipment during the City of Worcester's possession and use thereof subject, however to such conditions and limitations as may be stated elsewhere in the contract.
31. The vendor shall not assign or in any way transfer any interest in the contract without the prior written consent of the City provided, however, that claims for money due or to become due to vendor from the City may be assigned to a bank, trust company, or other financial institution without such consent so long as notice of such assignment is furnished promptly to the City. Any such assignment shall be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to the City against the vendor in the absence of such assignment.
32. None of the services to be provided by the vendor pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the City. No subcontract or delegation shall relieve or discharge the vendor from any obligation or liability under the contract except as specifically set forth in the instrument of consent. Any subcontract to which the City has consented shall be attached to the original of the contract on file in the City of Worcester.
33. Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather. If the vendor's failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the reasonable control of both the vendor and the subcontractor, and without the fault or negligence of either of them, the vendor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

34. The vendor shall provide to the City of Worcester a warranty and a commitment which clearly states that all equipment and services proposed and supplied by the Vendor, and/or its subcontractors, performs as expected and promised by the Vendor.
35. The vendor represents that no person other than bona fide employees working solely for the vendor, have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award or making of this contract. For breach or violation of the representation, the City shall have the right to annul the contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee or other consideration.
36. Any contract made by the City in which the Purchasing Agent or any employee of his/her department, the heads of using agencies or any other officer or employee of the City having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.
37. The vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. The vendor agrees to comply with all applicable Federal and State Statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4 (1) and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the vendor of such statutes, rules or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the vendor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim.

In the event of vendor noncompliance with the provisions of this section, the City shall impose such sanctions as it deems appropriate, including but limited to:

- 1) Withholding of payments due vendor under the contract until vendor complies.
- 2) Termination or suspension of the contract.

SUBMISSION OF PROPOSALS

38. Proposals must be submitted in two (2) packages according to the instructions below. The City intends to consider responses in the evaluation requirements before considering costs. Therefore, no reference to pricing may be made in the proposal of evaluation considerations.

A sealed package containing **the original and 4 copies** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Vote Tabulators / Scanners – City Clerk - Evaluation Response

**455 Main Street, Room 201
Worcester, MA 01608**

Re: **RFP No. 6310-W5**

A sealed package containing **the original and 4 copies** of the proposal **must** be labeled as follows:

Purchasing Agent, City of Worcester

Vote Tabulators / Scanners – City Clerk - Costs

**455 Main Street, Room 201
Worcester, MA 01608**

Re: **RFP No. 6310-W5**

**Cost proposal information is located on pages 12 - 13*

Proposals must be delivered no later than Wednesday, March 25, 2015 at 10:00 AM LOCAL TIME. Late submissions will be rejected, regardless of circumstances. The City of Worcester is not responsible for submittals not properly marked.

The evaluation and cost proposals will remain confidential until a formal and finalized contract has been executed.

RFP EVALUATION

39. The City of Worcester Purchasing Agent will assign an evaluation team, hereafter referred to as the Selection Committee, to perform a full and complete evaluation of RFP submittals. The Purchasing Agent will ultimately forward a formal recommendation of award to the City Manager who has final award authority.
40. RFP evaluation responses will be evaluated by the Selection Committee based directly upon vendor's response to mandatory and comparative evaluation criteria. Vendors must meet or exceed the mandatory criteria requirements or be rejected as non-responsive.

Comparative criteria will be evaluated by the use of four rating categories as set forth by M.G.L. Chapter 30B:

- 1) **HIGHLY ADVANTAGEOUS** - Vendor's submittal meets all the stated requirements and offers significant performance above the stated requirements.
- 2) **ADVANTAGEOUS** - Vendor's submittal meets the stated requirements without risk or disadvantage.
- 3) **NOT ADVANTAGEOUS** - Vendor's submittal contains some risk or disadvantage but is not unacceptable.
- 4) **UNACCEPTABLE** - Vendor's submittal fails to meet the standards of the stated requirements.

After proposals have been assigned ratings on the basis of each evaluation criterion, a composite rating will be established by the Selection Committee. Submittals will then be ranked based upon finalized composite rating.

41. The Purchasing Agent will identify the most advantageous proposal based upon the rankings of the Selection Committee and an evaluation of the cost proposals received. The Purchasing Agent will forward a recommendation for award to the City Manager based upon the most advantageous proposal received considering evaluation rankings and cost proposals received.

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____ Qualified in Massachusetts? Yes _____ No _____

Principal Place of Business _____

Street

P.O. Box

City/Town

State

Zip

Email: _____

Telephone No. _____

Place of Business in Massachusetts _____

Street

P.O. Box

City/Town

State

Zip

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street

P.O. Box

City/Town

State

Zip

Place of Business in Massachusetts _____

Street

P.O. Box

City/Town

State

Zip

Telephone No. _____

NOTE:

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER

TITLE

DATE

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a 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."

(Please Print)

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Vendor Pricing Proposal – Vote Tabulators / Scanners – City Clerk

Cost Proposal Submission Procedures

This Proposal Page form must be included in the Cost Proposal Submission Labeled:

Purchasing Agent, City of Worcester

Vote Tabulators / Scanners – City Clerk - Costs

**455 Main Street, Room 201
Worcester, MA 01608**

Re: RFP No. 6310-W5

PRICE COMPONENT – (MUST BE SUBMITTED IN SEPARATE ENVELOPE)

The City of Worcester requires each Proposer to supply pricing in the following format:

Description	QTY	UNIT PRICE	TOTAL PRICE
• 53 Tabulators/Scanners (must meet minimum requirements as specified in bid specs.)	53		
• Battery Backup for Tabulator/Scanner			
• Two year original depot repair warranty all parts and labor			
• Election Reporting Software			
• Onsite Staff Orientation			
• Onsite Installation/Acceptance Testing			
• Onsite Poll worker Train the trainer training			
• Onsite Pre-Election Logic and Accuracy Testing			
• Onsite support election day			
• 24/7 Technical Support (toll free line access)			
• Shipping and Handling			
• Trade – In allowance (53 Accu-vote tabulators with 51 Ballot Boxes)	53	-(\$)	-(\$)
• Any other credits/discounts offered			
Total:		*	\$

**low proposal price will be based on this amount*

ADDITIONAL PRICING **:

Post Warranty Hardware Maintenance and Support Fees:

Depot/Fix Repair \$ _____
Per machine

On-Site Preventative Maintenance \$ _____
Per machine

Post Warranty Firmware License and Maintenance and Support Fees \$ _____
Per machine

Total Additional Fees \$ _____
Per Machine

Proposer: _____ Date: _____

****This additional pricing is for informational purposes only and is not to be added to the cost proposal on page 12. These unit prices, if accepted by the City, shall be used for post-award pricing purposes.**



Vote Tabulators / Scanners – City Clerk ~ RFP #: 6310-W5

PROPOSAL FOR: Electronic Optical Scanning Vote Tabulators

The City of Worcester Massachusetts is seeking to purchase 53 Electronic Optical Scanning Vote Tabulators and Related Equipment / Software.

- *Proposers are to include a list of at least 3 references.*

MINIMUM QUALIFICATIONS Failure to meet the minimum standards shall result in a rejection of the proposal.

1. **The system proposed must be Federally certified to the EAC standards for the year 2005 (include copy of EAC certification).**
2. **The system proposed must have been certified for use by the Secretary of State of the Commonwealth of Massachusetts (include copy of letter of approval).**
3. **Proposed equipment must be unused and must include the latest versions of software.**
4. **The proposed equipment must include a protective carrying case for the tabulating unit.**
5. **The vendor must provide all necessary equipment and accessories, power cords, memory media, operating system software and technical support that provides for fully functioning electronic voting equipment.**
6. **The proposed equipment must have easily readable display screen capable of displaying the status of the tabulator to both the poll workers and voters in multiple languages.**
7. **The proposer's ballot box must be capable of being stacked 2 high.**
8. **The proposed system must include a compatible election night reporting software package.**
9. **Proposed machine shall be capable of operating for a period of no less than 2 hours on backup power.**
10. **The proposed tabulator and ballot box must have plastic labels corresponding to Worcester's Ward and Precincts.**
11. **The proposal submission must provide a description of the proposed equipment, size, setup, and transport features (i.e. carrying case weight). It must also include a narrative detailing the initial delivery and rollout plan and programming timeline for each election. Please describe your maintenance plan and support operations including the processes typically involved in returning and replacing, or repairing failed components of the equipment.**
12. **The City may request an equipment demonstration during the evaluation process. Any demonstration shall be conducted at no cost to the City.**

****Proposers are free to submit additional information that they feel would be of interest and or helpful to the City of Worcester in its evaluation process***

COMPARATIVE EVALUATION CRITERIA ~ RFP # 6310-W5

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

1. Highly Advantageous - the proposal fully meets and significantly exceeds the standards of the specific criterion;
2. Advantageous - the proposal fully satisfies the standards of the specific criterion;
3. Not Advantageous - the proposal does not fully meet the standards of the specific criterion, is incomplete, unclear, or both.
4. 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 – Tabulator configured so as to never lose power for 4 or less hours in case of power outage

Unacceptable – Tabulator not configured so as to never lose power.

4. Communication Screen Configuration

Highly Advantageous – Communication Screen is 10.5 or more inches measured diagonally

Advantageous – Communication Screen is 5.5 to 10.5 inches measured diagonally

Not Advantageous – Communication Screen is less than 5 inches measured diagonally

Unacceptable – No Communication Screen

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

7. Vendor Response Time on Election Day

Highly Advantageous - A vendor who will guarantee an on-site response time of less than one hour

Advantageous - A vendor who will guarantee an on-site response time of less than two hours

Not Advantageous - A vendor who will guarantee an on-site response time of less than three hours

Unacceptable - A vendor who will not guarantee an on-site response