

CITY OF NEWTON
PURCHASING DEPARTMENT
CONTRACT FOR CITY CLERK - ELECTIONS

REQUEST FOR PROPOSALS:

**Electronic Vote Tabulators, High-Speed Tabulator and Associated
Software and Equipment**
RFP #23-87

Proposal Opening Date: April 27, 2023 at 10:00 a.m.

APRIL 2023

Ruthanne Fuller, Mayor

CITY OF NEWTON, MASSACHUSETTS

REQUEST FOR PROPOSALS

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**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #23-87**

This City of Newton Request For Proposals (RFP) invites sealed proposals from Contractors to provide equipment and services with respect to

**ELECTRONIC VOTE TABULATORS, HIGH-SPEED TABULATOR AND ASSOCIATED
SOFTWARE AND EQUIPMENT**

Proposals will be received until **10:00 a.m., Friday, April 27, 2023** at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for submissions, proposals received within the time specified will be opened.

Documents associated with this RFP (Contract Documents) will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., April 6, 2023.**

Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids . Proposers are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #23-87) they have downloaded.

As this is an RFP, proposers shall submit (i) a Technical, or Non-Price Proposal, which includes everything responsive to this RFP except the proposed contract price, and (ii) a Price Proposal.

There is no specific form for the Technical Proposal, although it should be responsive to all information requested in the RFP. The Price Proposal shall be submitted on the Price Proposal #23-87 form included in this RFP.

This RFP is for the purchase of machines and for training and services for two (2) years thereafter.

All proposals shall be submitted (i) for the Technical Proposal, one (1) ORIGINAL and four (4) COPIES and (ii) for the Price Proposal, one (1) ORIGINAL. In addition, proposers shall provide a digital copy of the Technical Proposal.

Proposers' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids . It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online as a separate file.

If you download bids from the internet site and would like to make it known that your company has done so, you are requested to email the Purchasing Department (purchasing@newtonma.gov) the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #23-87) has been downloaded.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
April 6, 2023

CITY OF NEWTON
PURCHASING DEPARTMENT
INSTRUCTIONS TO PROPOSERS

PART I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The City of Newton is seeking to purchase 42 Electronic Scanning Vote Tabulators, 32 Ballot Boxes, One High Speed Voting Tabulator and Associated Software and Equipment to be used in all Federal, State, and Local Elections. To assist the City in this effort, the Clerk’s Office is issuing this Request for Proposal (RFP) to solicit responses from qualified bidders who can meet the project requirements stated herein. In order to select the most advantageous vendors, the City wishes to consider both price and non-price factors.

PART II. ANTICIPATED RFP SCHEDULE

RFP issued:	Thursday, April 6, 2023, at 10:00 a.m.
Deadline for submitting questions:	Friday, April 21, 2023, at 12:00 noon
Proposals due:	Thursday, April 27, 2023, at 10:00 a.m.
Award of contract (projected)	On or Before May 26, 2023
Delivery of units by	TBD

PART III. PROPOSAL SUBMISSION

All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **10:00 A.M., Thursday, April 27, 2023.**

Proposals shall consist of two parts: (i) a Technical Proposal, which shall be submitted with a completed and signed Technical Proposal Cover Sheet in the form attached hereto as Attachment A and shall consist of all information responsive to this RFP except the fee the proposer will charge for the lease and services hereunder and (ii) a Price Proposal, which shall consist solely of the proposed fee. **Proposers shall submit one (1) original and four (4) copies each of the Technical Proposal and one (1) original of the Price Proposal.** Please ensure that “Technical” & “Price” Proposals are submitted in **separate sealed envelopes. In addition, each proposer shall provide a digital copy of its Technical Proposal.** A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

Envelopes shall be marked:

1. **“TECHNICAL PROPOSAL - RFP #23-87 Electronic Voting Tabulators, High Speed Tabulator and Associated Software and Equipment”**

Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the page number providing documentation that demonstrates they have met each of the criteria listed.

2. **“PRICE PROPOSAL – RFP #23-87 Electronic Voting Tabulators, High Speed Tabulator and Associated Software and Equipment”.**

The Price Proposal shall cover

1. **the purchase and services charges for providing and installing of new tabulators;**
2. **removal and rebate of old tabulators;**
3. **training staff on software and hardware;**
4. **maintaining the units and software;**
5. **project management; and**
6. **a full-service warranty for a minimum of two (2) years.**

Faxed or emailed proposals will not be accepted.

The Technical Proposal may include any materials and information that the proposer feels is necessary.

There will be no public opening of submitted proposals. Following the deadline for receipt of proposals, the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluations are final, and award has been made.

In the event that the City Hall or the Purchasing Department is not open on the date or at the time the proposals are due, proposals shall be due on the next following business day that the City Hall and the Purchasing Department are open.

All proposals shall remain firm for sixty (60) calendar days after the proposal opening.

PART IV. QUESTIONS/ADDENDA

QUESTIONS: Inquiries involving procedural or technical matters shall be in writing to purchasing@newtonma.gov Purchasing Department **no later than 12:00 noon, Friday, April 21, 2023:**

City of Newton, Purchasing Department
1000 Commonwealth Avenue – Room 108
Newton, MA 02459

ADDENDA: Each proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgment as the first line of their Transmittal/Cover Page which shall be placed as the first page of the “Technical Proposal” as well as in the designated line of the “Price Proposal”.

Addenda will be posted online at www.newtonma.gov/bids and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the RFP from the Internet, you must make yourself or your company known to the City’s Purchasing Department by emailing purchasing@newtonma.gov or faxing (617) 796-1227, your or your company’s: name, address, phone and fax number and include the RFP NUMBER (#23-87) and project title (Electronic Voting Tabulators, High Speed Tabulator and Associated Software and Equipment). It is the contractor’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available at the Purchasing Department and on the City’s website: www.newtonma.gov/bids.

PART V. PURCHASE DESCRIPTION & SCOPE OF WORK FOR ELECTRONIC VOTING TABULATORS, HIGH SPEED TABULATOR AND ASSOCIATED SOFTWARE AND EQUIPMENT

Equipment Specifications:

The vendor will be responsible for supplying and delivering forty-two (42) units:

1. 32 electronic vote tabulators packages with carrying cases, ballot boxes, compatible software for results accumulation and reporting for each precinct as well as one (1) City-wide consolidated results system, and One (1) High Speed Tabulator compatible with consolidated results system; and
2. 10 spare electronic vote tabulator packages without the ballot box.

The ballot boxes supplied must come from the same manufacturer as the vote tabulator equipment and must be compatible with such scanner. All necessary and related equipment and software as per these specifications must be included. As part of the bid submission, bidders are required to submit manufacturer's product information literature, as well as a written description of the proposed equipment, size, and setup to allow the City of Newton to fully evaluate the product the bidder intends on supplying.

Voting Equipment:

1. Each of the thirty-two (32) Electronic Vote Tabulator Packages will consist of, at a minimum, the following:
 - a) An electronic digital optical scanning vote tabulating unit.
 - b) Protective carrying case for the vote tabulating unit.

- c) One (1) complete set of memory media required to conduct City, State and U. S. Federal elections.
 - d) Internal backup battery.
 - e) Power cord.
 - f) Key set.
 - g) Thermal Paper roll.
 - h) Ballot box with three (3) compartments, one for ballots tabulated by the voter tabulation unit, one for ballots where write-in votes have been detected, and one auxiliary compartment for ballots unable to be read by the machine.
- 2. One High Speed Tabulator Package, Laptop and Software for results tally.
 - 3. Ten (10) Spare Electronic Vote Tabulator Package.
 - (a) through (g) above, specifically without the ballot box.

Requirements:

- 1. All voting equipment offered must be, at the time of bid submission, certified by the Secretary of the Commonwealth of Massachusetts, Elections Division, as being approved for use in elections. All such voting equipment must be in compliance with the standards set forth in 950 Commonwealth of Massachusetts Regulations, section 50.02. Bidders must include a copy of a Massachusetts Secretary of State's letter of approval with the proposal submission.
- 2. All voting equipment offered must meet or exceed the Federal Voluntary Voting System Standards of 2005 as adopted by the Election Assistance Commission (EAC). Bidders must include a copy of the EAC Certification with the proposal submission.
- 3. All equipment offered must be brand new; no used or demonstration equipment will be accepted.
- 4. Equipment must be lightweight, easy to store, carry, and set-up.
 - a. Ballot Boxes must be able to stack at least two high, when not in use.
- 5. All electronic vote tabulators to be supplied must be able to:
 - a. Scan marked paper ballots.
 - b. Interpret voter marks on the paper ballots.
 - c. Store and tabulate each vote from each paper ballot.
 - d. 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).
 - e. The scanner must have the ability to be locked to prevent tampering.
 - f. The tabulator must be able to process single or double-sided ballots.
 - g. The tabulator must be able to be configured to handle multiple ballot scenarios.
 - h. The tabulator must be able to be programmed to accept multiple cards and ballot styles.
 - i. The tabulator must be able to display a notification to the voter identifying a discrepancy on the ballot, when marking for an office or question exceeds 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 programmed to register the vote as a blank to prevent double voting. The display must retain voter privacy.

- j. The electronic vote tabulator must be powered by standard 120-volt AC power, with internal battery backup to power the unit in the event of an electrical power failure. The backup battery must be able to provide a minimum of four (4) hours of continuous use.
- k. Each electronic vote tabulator must come with its own protective carrying case.
- l. 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.
- m. The voting equipment must have an easily readable display screen capable of displaying the status of the tabulator to both poll workers and voters in multiple languages.
- n. Vendor proposal will provide election night exports and intermediate reporting.
- o. Each voting system to be supplied must include a compatible election night reporting software package, and must come supplied pre-loaded onto a compatible, brand new laptop computer that the vendor supplies as part of the package. This software package must include the initial software license for the first year of usage. Cost for this equipment and software must be included in your Price Proposal. Reporting from the consolidation software must offer both precinct data and City-wide report options. The laptop must be Microsoft Windows based come equipped at a minimum with the following:
 - i. Minimum 15-inch screen (measured diagonally).
 - ii. At least Microsoft Windows 10 Operating System or newer version.

Training:

1. The vendor will provide a minimum of two (2) hours of on-site training for the office staff on all voting equipment. All training will take place at Newton City Hall, 1000 Commonwealth Ave. Newton, MA 02465. Training will be hands-on and in-person. 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 the same. Vendor will allow training to be recorded for future use.
2. The vendor will provide a minimum of eight (8) hours of on-site training for election workers. All training will take place at the City Clerk Offices during/after normal business hours (i.e. evenings, time varies). Training will cover Election Day procedures and basic troubleshooting. Training will be scheduled by the City Clerk, and the vendor will accommodate the same.
3. The vendor will provide documentation to accompany all training.

On-Site Election Coverage:

1. The vendor will assign one of their employees to provide on-site coverage during the first election in which the new voting tabulator equipment, including the first-time use of the High-Speed Tabulator, which may be at a later election date, is used.
2. Employees must be fully trained & experienced in the operation of the vote tabulator equipment, software and City-wide results consolidation system.
 - a. The vendor employee will work (in person or remotely) with the City Elections department from one (1) hour prior to opening the polls until two (2) hours after the polls close on all City Election Days.
 - b. The vendor will have staff available on an on-going basis that can respond to equipment issues on all City Election Days, with an on-site response time, if required, of two (2) hours or less.
 - c.

Two-Year Hardware and Software Warranty:

1. All equipment and software provided by the vendor will be covered by a two (2) year, all-inclusive warranty. Said warranty must cover all parts, equipment, labor, travel costs and shipping costs. Vendor shall pass through to the Newton City Clerk, all third-party manufacturer warranties and shall assist with filing any third-party warranty claims it may have against a third-party manufacturer.
2. Unlimited access to the vendor's Help Desk/Customer Assistance for pre-election, Election Day, and post-election questions, concerns, or troubleshooting.
3. Provide an annual maintenance visit to inspect, calibrate and service all equipment. All associated costs for the first two years of the ownership is to be included in bid price.
4. Any necessary repairs will take place in the Newton City Clerk offices. If on-site repair is not possible, loaner equipment will be provided, at no charge, until all equipment can be repaired and returned to the Newton City Clerk. This includes any issues arising on any given election.

Post Warranty Maintenance:

1. After the original two-year warranty period expires on the voting equipment and software, the vendor will provide annual maintenance and support services to the Newton City Clerk. The vendor shall set an annual fee for such services, which fee shall be fixed for three (3) years.

PART VI. EVALUATION OF PROPOSALS

All proposals will be reviewed by an Evaluation Committee in accordance with M.G.L. c.30B. Final selection will be based upon an evaluation and analysis of the information and materials required under the RFP.

Proposals that meet the Minimum Criteria set forth below will be reviewed for responsiveness to the Comparative Evaluation Criteria, also set forth below. **Proposals not meeting all Minimum Criteria may be omitted from further consideration.**

With respect to Comparative Criteria, each member of the Evaluation Committee will assign to the extent possible - a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable, to each of 8 (eight) Comparative Evaluation Criteria. Based on these evaluation criteria ratings, a composite rating by each evaluator will be determined for each proposal. After the evaluations are complete, the Price Proposals will be opened. The Price Proposals will be evaluated and ranked based with the rankings of the Technical Proposals. The contract will not necessarily be awarded to the proposal that receives the highest ranking nor to the proposer offering the lowest price. The City will award the contract to only one responsive and responsible vendor submitting the most advantageous proposal taking into consideration the proposal's quality requirements, evaluation criteria and composite ratings, responsiveness of proposal to the City's needs, and price. Before awarding the contract, the City may request additional information from the vendor. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met or for any reason if it determines that it is in the best interest of the City to do so.

PART VII. MINIMUM CRITERIA

To be considered for evaluation, a proposal must meet all of the following minimum requirements:

- i. The proposed project equipment includes all the features set forth in "PART VI. PURCHASE DESCRIPTION & SCOPE OF WORK," above.
- ii. The proposer has provided a detailed plan for the transition of 32 units (high speed tabulator included.)
- iii. Bidder's Qualifications and References Form, 2 pages, with least three (3) satisfactory references from prior customers.
- iv. The Proposal must include all information required under this RFP
- v. Federal Voluntary Voting System Standards of 2005 EAC Certification
- vi. Massachusetts Secretary of State Letter of Approval evidencing your equipment is approved for use in Massachusetts elections.

- vii. Certificate of Non-Collusion
- viii. Certification of Tax Compliance
- ix. Certificate of Foreign Corporation (if applicable).
- x. Debarment Letter
- xi. IRS Form W-9
- xii. Business Category Information Form

PART VIII. COMPARATIVE EVALUATION CRITERIA

The proposals will be evaluated based on the eight (8) criteria listed below and scored as follows: Highly Advantageous, Advantageous, Not Advantageous and Unacceptable.

1. Experience based on number of similar projects completed

Highly Advantageous: Set up ten (10) or more municipalities that have been in operation for at least 4 or more full years in a municipality with a voting population over 45,000.

Advantageous: Set up five (5) or more municipalities that have been in operation for at least 4 or more full years in a municipality with a voting population over 45,000.

Not Advantageous: Set up two (2) or more municipalities that have been in operation for at least 4 or more full years in a municipality with a voting population over 45,000.

Unacceptable: Set up one (1) or more municipalities that have been in operation for at least 4 or more full years in a municipality with a voting population over 45,000.

2. Ballot Box Design Useableness

Highly Advantageous: Built in ability of Ballot Box to automatically separate ballots into three compartments, separating pure ballots from write-ins to assist Election Day workers and (2) examples of a municipality currently using this capability.

Advantageous: Vendor modification of Ballot Box to automatically separate ballots into three compartments, separating pure ballots from write-ins to assist Election Day workers and (5) examples of a municipality currently using this capability.

Not Advantageous: Vendor modification of Ballot Box to automatically separate ballots into three compartments, separating pure ballots from write-ins to assist Election Day workers and no examples of a municipality currently using this capability.

Unacceptable: No Ability to design ballot box compartments.

3. Quality of previous work performed

Highly Advantageous: Exemplary references from ten (10) or more client public entities verifying that the work performed were consistent with the entities' desired outcome with the proposed solution.

Advantageous: Exemplary references from up to five (5) client public entities verifying that the work performed was consistent with the entities' desired outcome with the proposed solution.

Not Advantageous: Exemplary references from two (2) or more private entities verifying that the work performed was consistent with the entities' desired outcome with the proposed solution.

Unacceptable: Combinations of references that are not highly advantageous, advantageous or non-advantageous.

6. Extent to which the proposed solution meets the needs of the City of Newton as detailed in the scope of work.

Highly Advantageous: The proposed meets all or exceeds most of the stated needs of the City.

Advantageous: The proposed system meets most but not all of the stated needs of the City.

Not Advantageous: The proposed system meets many of the stated needs of the City.

Unacceptable: The proposed system meets few or none of the stated needs of the City.

7. *Communication Screen Content*

Highly Advantageous: Communication Screen Content is concise with easily understandable voting directions (or sounds), and under vote, over vote or blank ballot flags with the ability to program up to four non-English language choices.

Advantageous: Communication Screen Content is concise with some voting directions (or sounds), and under vote, over vote or blank ballot flags with the ability to program less than four non-English language choices.

Not Advantageous: Communication Screen Content has some voting directions (or sounds), and under vote, over vote or blank ballot flags with no ability to program non-English language choices.

Unacceptable: No Communication Screen Content.

8. *Vendor Service in geographic region*

Highly Advantageous: Vendor whose factory authorized service center is located in the New England area and is within 60 Minutes from the Newton City Clerk's office under normal driving conditions and meets all the following criteria.

- Receives and handles customer service calls.
- Is staffed with 10 or more employees throughout Election Days.
- Dispatches service technicians.
- Maintains inventory of spare parts.
- Has capability to program memory cards.

Advantageous: Vendor whose factory authorized service center is located in the New England area and is within 120 Minutes from the Newton City Clerk's office under normal driving conditions and meets all of the following criteria.

- Receives and handles customer service calls.
- Is staffed with 10 or more employees throughout Election Days.
- Dispatches service technicians.
- Maintains inventory of spare parts.
- Has capability to program memory cards.

Not Advantageous: Vendor whose factory authorized service center is located in the New England area and is within 120 Minutes from the Newton City Clerk's office under normal driving conditions and does not meet all of the following criteria.

- Receives and handles customer service calls.
- Is staffed with 10 or more employees throughout Election Days.
- Dispatches service technicians.
- Maintains inventory of spare parts.
- Has capability to program memory cards.

Unacceptable: Vendor cannot meet any of the above criteria.

PART IX. AWARD OF CONTRACT

One (1) contract will be awarded to the responsive and responsible proposer deemed by the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration the Technical and Price Proposals, including all of the Comparative Criteria listed above. The City will reject any and all bids when required to do so applicable law. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

The contract award shall be evidenced by a Contractor Agreement substantially similar to the form attached or in such form as the selected contractor may provide, however, that such form is approved by the City's Law Department and is consistent with all terms and conditions of this RFP.

Proposers must submit a form of an Agreement with their proposals in the event they wish to substitute it for the form of Agreement attached hereto. Notwithstanding the foregoing, any substitute Agreement must contain all the material terms set forth in this RFP, including those terms set forth in the attached form of Contractor Agreement. The terms of a substitute Agreement may be negotiated, provided they are within the foregoing limitations.

The Contractor Agreement awarded shall extend for 24 months from date of contract execution (with respect to the warranty period) and an additional 36 months (with respect to the fee for service period).

**CITY OF NEWTON
REQUEST FOR PROPOSALS**

**ELECTRONIC VOTE TABULATORS, HIGH-SPEED TABULATOR AND ASSOCIATED SOFTWARE AND
EQUIPMENT**

PRICE PROPOSAL SHEET FOR RFP #23-87

BIDDERS NOTE: THIS FORM AND REQUIRED ATTACHMENTS, COMPRISING THE PRICE PROPOSAL, MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED "PRICE PROPOSAL"

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish, install, and commission the solution described, for the contract price specified below.

B. This proposal includes addenda number(s) ____, ____, ____, ____,

C. The proposed price¹ is: \$ _____

D. Annual service fee (for 3 years after expiration of the warranty period): \$ _____

The undersigned certifies that this offer fully complies with all the requirements of this RFP.

Date:

(Name of Firm or Individual Submitting Bid)

BY: _____
(Printed Name and Title of Signatory)

(Signature)

(City, State, Zip)

(Telephone)

(Email address)

END OF SECTION

¹ The proposed price shall be the sum of the cost of the 42 tabulator packages plus the cost of the 2-year warranty covering them.

ATTACHMENT A
CITY OF NEWTON
REQUEST FOR PROPOSALS

ELECTRONIC VOTE TABULATORS, HIGH-SPEED TABULATOR AND ASSOCIATED SOFTWARE AND EQUIPMENT

TECHNICAL PROPOSAL COVER SHEET FOR RFP #23-87

The proposer acknowledges addenda number(s) ____, ____, ____, ____,

The undersigned has completed and submits herewith the following documents:

- One (1) original and four (4) copies of the Technical Proposal (all in one separate sealed envelope)
- One (1) original Price Proposal (separate sealed envelope marked “RFP #23-87 - PRICE PROPOSAL”)
- Bidder’s Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Certificate of Foreign Corporation (if applicable), 1 page
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page
- Business Category Information Form, 1 page

D. The undersigned certifies that this offer fully complies with all of the requirements of the Requests for Proposals.

E. Notice is hereby given that the Mayor’s Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all contracts in excess of \$10,000.00.

Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.

Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

F. The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____
(Signature)

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone/Fax)

(Email address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

CERTIFICATE OF NON-COLLUSION

Pursuant to the requirements of M.G.L. c.30B, §10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

(Signature of individual)

Name of Business

CERTIFICATION OF TAX COMPLIANCE**

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

Signature of Individual (Mandatory)

*** Contractor's Social Security Number
or Federal Identification Number

Print Name: _____

Date: _____

Corporate Name

By: _____

Date: _____

Corporate Officer
(Mandatory, if applicable)

Print Officer Name: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

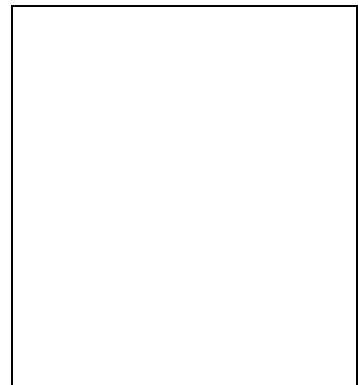
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ X Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 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
	or
	Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶	Name
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Business Category Information Form*

IFB #23-87

ELECTRONIC VOTE TABULATORS, HIGH-SPEED TABULATOR AND ASSOCIATED SOFTWARE AND EQUIPMENT

Business Type Categories*	Select All That Apply
MBE: Minority-Owned Business Enterprise	
WBE: Women-Owned Business Enterprise	
VBE: Veteran Business Enterprise	
SDVOBE: Service-Disabled Veteran-Owned Business Enterprises	
DOBE: Disability-Owned Business Enterprise	
LGBTBE: Lesbian, Gay, Bisexual, Transgender Business Enterprise	

*Information is being collected as part of a City initiative to open contract opportunities to underrepresented vendors.

I do not wish to complete this form.

There is no penalty for persons who do not complete this Form, and whether or not the Form is completed will not be taken into consideration in awarding a bid.

I certify that the foregoing information is true and correct.

By: _____

Date:

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this ____ day of _____ in the year Two Thousand and Twenty-Three by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. **SCOPE OF WORK.** The Contractor shall furnish all labor, materials, equipment, training, warranties and perform all work required in strict accordance with the Contract Documents for the following project:

ELECTRONIC VOTE TABULATORS, HIGH SPEED TABULATOR AND ASSOCIATED SOFTWARE & EQUIPMENT

- II. **CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request For Proposals #23-87 (RFP) issued by the Purchasing Department;
- c. The Project Manual for ELECTRONIC VOTE TABULATORS, HIGH SPEED TABULATOR AND ASSOCIATED SOFTWARE & EQUIPMENT including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____ ;
- e. The Proposal of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. **PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. **APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. **CONTRACT TERM.** A warranty period shall extend for twenty four (24) months after delivery and acceptance of all electronic vote tabulators. A service period shall extend for thirty six (36) months after the expiration of the warranty period. The prices submitted with the Contractor's proposal shall remain firm for the duration of the contract term.
- V. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Public Buildings Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract.

The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.

- VII. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within two (2) years after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and 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 infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. **ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. **TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.

XII. INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate

Property Damage	\$300,000 each occurrence
	\$500,000 aggregate

The City shall be named as additional insured on the Contractor's Liability Policies.

- XIII. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIV. **SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XV. **AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Print Name _____
Title _____
Date _____

Affix Corporate Seal Here

City funds are available in the following accounts:
TBD _____

I further certify that the Mayor, or her designee, is authorized to execute contracts and approve change orders

By _____
Comptroller of Accounts
Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer
Date _____

By _____
City Clerk
Date _____

Approved as to Legal Form and Character

By _____
Associate City Solicitor
Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or her designee
Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of Clerk or Secretary)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ON OR AFTER the date the officer signed the contract and bonds.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.