

ELECTIONS COMMISSION
CITY OF BROCKTON, MASSACHUSETTS
INVITATION TO BID

Two (2) sets of sealed bids for **Service Maintenance, Programming, Support, Peripheral Supplies and Ballot Printing for all AccuVote OS Vote Tabulators** shall be received by the Chief Procurement Officer in the Procurement Office, 3rd Floor, City Hall, 45 School Street, Brockton, Massachusetts, until **11:00AM** EDST) on **Monday, June 27, 2011**.

All procedures shall be in strict accordance with Chapter 149 of the Massachusetts General Laws, sections 1 through 25, inclusive, and/or Chapter 40, Section 4B and/or Chapter 30 section 39M and Chapter 30B.

The awarding authority reserves the right to reject any/or all bids and to waive any informalities in the bidding if it be in the public interest to do so, provided such rejection or waiver be in conformance with Section 1 to 25 inclusive of Chapter 30B of the Massachusetts General Laws and all other chapters and sections pertaining to public bidding as adopted.

Applicants may obtain one (1) set of specifications on or after **Monday, June 13, 2011**. Specifications, information for bidders, and bid forms may be obtained at the Department of Procurement, 3rd Floor, City Hall, 45 School Street, Brockton, Massachusetts.

INFORMATION FOR BIDDERS

1. Specifications are available on or after: **Monday, June 13, 2011**.
2. Forms are available at the Office of the Chief Procurement Officer, 3rd Floor, 45 School Street, Brockton, Massachusetts. Telephone No. (508) 580-7191.
3. Any bids received in the Chief Procurement Office, 3rd Floor, City Hall, 45 School Street, Brockton, MA after **11:00 AM (EDST) on Monday, June 27, 2010** shall be rejected.
4. Bids will be publicly opened and read at the **3rd Floor, Hallway Conference Table, City Hall, Brockton, Massachusetts on Monday, June 27, 2011 on/after 11:10 AM**.
5. All bids and/or proposals shall be submitted in sealed envelopes, including original signatures on each set, bearing on the outside the name of applicant, their address, and the name and the contract number (if any) of the bid or proposal for which the bid or proposal is submitted.
6. All successful bidders of corporations, which are located outside the confines of the Commonwealth of Massachusetts, should be registered with the Commonwealth of Massachusetts as a Foreign Corporation prior to the awarding of the bid. If not registered in Massachusetts, an affidavit of incorporation in another state and the date of incorporation must accompany the contract. Additionally, all out of state applicants, unless otherwise notified must have an identified resident agent as stated in Appendix "I".
7. Double check all prices submitted. Awards that are based on unit prices that are submitted by a vendor in error will be considered as a firm bid by the City of Brockton, "adjustments" may not be made after the bid opening to correct such errors. Failure to honor bid prices - even the error - may place the bidder in jeopardy for future bids.
8. Unit prices shall prevail. All prices must include freight costs. Shipments shall be F.O.B., Brockton, Massachusetts.

9. The contract, or any part of it, may not be transferred or assigned to another company or individual without the consent of the City of Brockton,
 - a. These bids shall contain firm prices and shall not be withdrawn for a period of no less than forty-five (45) days, subsequent to the opening thereof, without the consent of the City.
 - b. No bids will be acceptable unless properly made out on the enclosed bid forms, where provided, and signed by the bidder. All bids must be legible, either typewritten or in ink. "Bid Form" Appendix's must be completed and returned.
 - c. Each item bid must be clearly identified by manufacturer's name.
10. Action on the award of bids will be taken no more than thirty (30) days after the opening of the bid.
11. Contracts will be in force until **JUNE 30, 2014.**
12. On request, (if applicable) samples will be required of bidders prior to the award of the bid.
13. To be considered as a responsive bid, bidders must base their bids on all functions, standards, precision and quantity as specified. Any and all revisions/omissions must be clearly stated on the attached deviation sheet; moreover, any substitutions or deviations must be enumerated and detailed with the amount to be deducted, if the omission substitution of deviation is approved.
14. The naming of specific manufacturer's catalog number has been used only to define the type, quality, and construction details required. Products of other manufacturers or approved equal quality may be accepted. In all cases where equals are bid the following must be done:
 - a. The equal must be clearly identified by manufacturer's name and number.
 - b. Catalogs describing the number listed must be submitted with the bid.
 - c. Manufacturer's name and number must be listed on all items.
15. The following information must be marked on all shipping cartons:
 - a. Shipper's name - if the item is shipped directly from the manufacturer, etc., the vendor's name (the name appearing on the contract) must still appear on the shipping carton.
 - b. The carton containing the packing slip must be marked to indicate that the packing slip is inside.
16. The ability of the bidder(s) to supply the **Service Maintenance, Programming, Support, peripheral supplies and ballot printing for all AccuVote OS vote tabulators** promptly and professionally as required by the City of Brockton shall be heavily weighed in the review of bids. Any past record of failure to comply with this aspect of the business procedure will lead to rejection of the bidder as not responsible to the needs of the City of Brockton. A responsible bidder has the capability to perform the contract requirements and the integrity and reliability which assures good faith performance.
17. The successful bidder(s), shall guarantee for a minimum of three (3) year from the date of acceptance the quality of supplies and materials furnished by him/her and to remedy to the satisfaction of the petitioning department all defects and to replace all defective supplies or materials. No substitute supplies or materials which were approved bid items will be accepted without the prior approval of the petitioning department head.
18. The successful bidder(s) furnishing and/or installing new equipment/hardware with a minimum of ninety (90) day warranty, effective from the date of acceptance of said equipment/hardware shall replace all defective, damaged or incorrectly supplied equipment/hardware.

19. Delivery to be made to ELECTION COMMISSION, unless other arrangements are agreed upon.
20. The successful bidder(s) must comply with the following billing procedures:
 - a. Invoices must contain contract number, quantity, description, catalog number, and all serial numbers, if any, on all items.
 - b. Invoices must correspond accurately with the contract held with the City of Brockton.
 - c. Invoices must be sent to the specific department purchasing the goods/services.
21. Questions regarding any item should be directed either to the Chief Procurement Officer, the department head, or their designee.
22. The City of Brockton reserves the absolute right to choose that product which best meets its needs and the degree of quality, workmanship, and the vendor's proven ability to provide service and support after a sale, bear on that determination.
23. BIDDERS SHOULD ALLOW SUFFICIENT TIME IF BIDS ARE MAILED.
24. The City of Brockton is an Affirmative Action/Equal Opportunity/Title IX employer.
25. Warranties on any equipment will not commence until delivery is made and the equipment is operational.
26. Bidders may bid on individual items, where appropriate, where multi-item bids are advertised or otherwise solicited.
27. The contract award is subject to appropriation of the City Council.
28. The City reserves the right to issue award(s) in whole or in part if it is in the best interest of the City of Brockton to do so.
29. THE MASSACHUSETTS RIGHT-TO-KNOW LAW: Massachusetts General Laws (Chapter 111F) requires that all employers in the Commonwealth of Massachusetts establish and maintain a central workplace file of complete and up-to-date Material Safety Data sheets (MSDS) for all products which the successful bidders supply; and which contain or may contain regulated toxic hazardous substances recorded on the Massachusetts Substance List (MSL). The successful bidder(s) shall place labels detailing MSL toxic or hazardous substances on all containers containing chemicals or chemical derivatives which appear on this bid. Compliance with this law is mandatory on the part of all successful bidders.
31. On all attachments of Bid Specifications, a signature is required rather than a stamp or printed name on all applicable lines. Failure to do so would be considered an informality in considering the merits of the submitted bid and/or proposal.
32. All bid items in Appendix "A" (Unit Price and Total Cost) must be completed or bid shall be rejected.

SCOPE OF SERVICES

A. GENERAL DESCRIPTION

1. The City of Brockton, Massachusetts invites sealed bids for the procurement of the following services and/or supplies for the period between July 1, 2011 and June 30, 2014: service, maintenance, programming, support, peripheral supplies and ballot printing for all AccuVote OS vote tabulators used by the City of Brockton, election result consolidation software (GEMS), Census by Mail services, Residence Street Listings, and Voter Notification Postcards. A description of services/supplies is required for the period between July 1, 2011 and June 30, 2014 and should be labeled Scope of Services.
2. The bidder must submit an itemized list and the total purchase price for all services, including service, maintenance, programming, support, peripheral supplies and ballot printing for all AccuVote OS vote tabulators used by the City of Brockton, election result consolidation software (GEMS), Census by Mail services, Residence Street Listings, and Voter Notification Postcards. Peripheral supplies are to include printer ribbons, paper rolls, ballot magnifiers, secrecy sleeves for 11" and 14" ballots, power cords, batteries, and marking pens. This should be labeled Compensation Schedule.
3. The bidder must provide a three (3) year warranty for all parts, labor and support services, which include travel costs and repair work for all AccuVote OS vote tabulators owned by the City of Brockton. All repair work must be addressed within ten (10) days of receipt of request. However, during a thirty (30) day period prior to an election, all requests for repair or replacement must be made within seventy-two (72) hours. If the tabulator cannot be repaired with seventy-two (72) hours, the bidder must replace the tabulator with a leaner.
4. Support services must include: assistance prior to election day and a sixty (60) minute response time to City Hall for service calls on election day.
5. The bidder must provide three (3) years of census services that include converting vris data, printing of census forms, ncoa processing, fold, stuff and sealing mail and mailing at lowest first class automated cost.
6. The bidder will provide street list books, specifications provided by City. With a pdf file on disc.
7. The bidder will convert vris data to print and mail voter confirmation cards and supply a printed report or spreadsheet on disc of voters who were mailed cards.

B. MISCELLANEOUS SPECIFICATIONS

1. Bidder shall provide storage of Accuvote memory cards between elections.

C. MINIMUM REQUIREMENTS

Each respondent submitting a proposal must meet the following minimum requirements.

1. It is mandatory that the Bid Price includes the cost of all programming, maintenance, support, configuration, printing and data conversion. An

itemized price list for all services must be included and labeled, Compensation Schedule.

2. It is mandatory that the proposal includes documentation of a minimum of three (3) years of election experience, including on-site maintenance service and support on hardware and software in municipalities/counties of similar size to the City of Brockton.
3. The respondent must not be experiencing any financial problems that might render it unable to complete performance of services.
4. The respondent must demonstrate that it has adequate insurance and appropriate risk management strategy.
5. The City shall have determined that the respondent is in compliance with all applicable statutes governing conflict of interest.
6. The respondent must have an office staffed by primary personnel, within a reasonable distance from the City.
7. The respondent must be in good financial standing with the City and in compliance with all City code requirements.
- B. It is mandatory that the proposal includes a narrative description that demonstrates the proposer's competence and ability to perform the required work, in a timely and accurate fashion.
9. Each bidder shall submit three (3) or more references showing completion of similar scope of work.

D. TIME REQUIREMENTS

1. The time of performance for the services covered by this contract will be for a period commencing July 1, 2011 and ending not later than three (3) years from the date.

E. INSURANCE REQUIREMENTS

The successful bidder shall be required to secure and maintain, for the duration of the entire three (3) year term of the contract such workers' compensation coverage as may be reasonably necessary and required to protect the bidder from claims brought under General Law Chapter 152 (the Worker's Compensation law).

F. OTHER

All statements and documents submitted by respondents shall be incorporated into the contract by the City.

APPENDIX "A"
BID QUOTATION AND COST BREAKDOWN

It is the City's intention to purchase Service Maintenance, Programming, support, peripheral supplies and ballot printing for all AccuVote OS vote tabulators. All bid items must be completed or bid will be rejected. GRAND TOTAL line item is for the purpose of determining the low bidder.

SCOPE OF WORK:

To furnish all related parts and materials, perform all duties necessary to install and Maintain, Programming, support, peripheral supplies and ballot printing for all AccuVote OS vote tabulators.

PURPOSE OF USE: Maintenance and Program Support

FY' 12	Estimated Amount	x	Price Per Unit	=	Total
AccuVote OS	<u>30 Units</u>	x	_____	=	\$ _____
Maintenance					
AccuVote OS	<u>28 x 3 Elections</u>	x	_____	=	\$ _____
Programming					
GEMS Charge	<u>Three Elections</u>	x	_____	=	\$ _____
Residence Books	<u>50</u>	x	_____	=	\$ _____
Election Supplies	<u>*</u>	x	<u>*</u>	=	\$ <u>1,000</u>
Ballot Printing	<u>Prelim 30,000</u>	x	_____	=	\$ _____
	<u>Gen'l 40,000</u>	x	_____	=	\$ _____
					Sub total year 1
					\$ _____

FY' 13	Estimated Amount	x	Price Per Unit	=	Total
AccuVote OS	<u>30 Units</u>	x	_____	=	\$ _____
Maintenance					
AccuVote OS	<u>28 x 2 Elections</u>	x	_____	=	\$ _____
Programming					
GEMS Charge	<u>Two Elections</u>	x	_____	=	\$ _____
Residence Books	<u>50</u>	x	_____	=	\$ _____
Election Supplies	<u>*</u>	x	<u>*</u>	=	\$ <u>1,000</u>
					Sub total year 2
					\$ _____

FY' 14	Estimated Amount	x	Price Per Unit	=	Total
AccuVote OS	<u>30 Units</u>	x	_____	=	\$ _____
Maintenance					
AccuVote OS	<u>28 x 2 Elections</u>	x	_____	=	\$ _____
Programming					
GEMS Charge	<u>Two Elections</u>	x	_____	=	\$ _____
Residence Books	<u>50</u>	x	_____	=	\$ _____
Election Supplies	<u>*</u>	x	<u>*</u>	=	\$ <u>1,000</u>
Ballot Printing	<u>Prelim 30,000</u>	x	_____	=	\$ _____
	<u>Gen'l 40,000</u>	x	_____	=	\$ _____
					Sub total year 3
					\$ _____

GRAND TOTAL YEARS 1, 2 & 3 \$ _____

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX A

VENDOR TAX CERTIFICATE

I certify, under the pains and penalties of perjury, that to the best of my knowledge and belief, I have filed all state tax returns and paid all state taxes required under the law.

For use by CORPORATIONS ONLY:

PROPER CORPORATE NAME

SIGNATURE OF AUTHORIZED CORPORATE OFFICER

FEDERAL IDENTIFICATION NUMBER (FEIN)

Certificate of Corporate Vote*:

I, _____; clerk/officer of _____
hereby notify that at a meeting of the Board of Directors/Officials of said corporation/company,
held on _____ the following vote was passed:

Vote to authorizing _____ to sign in behalf of the
corporation/company with the City of Brockton for _____.

Signature of Clerk/Officer

*** PLEASE ATTACH COPY OF OFFICIAL CERTIFICATE OF CORPORATE VOTE.**

For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:

SIGNATURE OF INDIVIDUAL *

SOCIAL SECURITY NUMBER **

*Approval of contract or other agreement will not be granted unless this certification clause is signed by applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing/payment obligations.

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX B

AFFIDAVIT OF CLERK OF CORPORATION VENDOR

(To be signed and completed by Clerk)

I, _____, certify as follows:

(Print full name of Clerk)

1. I am the Clerk of _____ (print exact name of corporation) which is duly organized and incorporated under the laws of the Commonwealth of Massachusetts (or State of _____) and is/is not (circle one) duly registered to do business in the Commonwealth of Massachusetts with a principal place of business at _____.

2. That the names, residential addresses and title officers of the above named corporation are as follows:

President Address

Vice President Address

Treasurer Address

Resident Agent Address

3. That the above named corporation was incorporated on _____.
4. The federal tax identification number of said corporation is _____.
5. That the above named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the State of _____ (if incorporated under the laws of a foreign State) and has filed all federal and state tax returns and paid all federal, state and/or local taxes required under law.
6. _____ is authorized to sign contract/agreements on behalf of _____ pursuant to a vote of the Board of Directors/Officers on _____.

PERTAINING TO NON-MASSACHUSETTS CORPORATIONS:

7. I, on behalf of the within corporation, do hereby acknowledge that by this contract, this corporation is transacting business within the Commonwealth of Massachusetts as defined by M.G.L. Chapter 223 A, Section 1, et seq. And is subject to the jurisdiction of its courts.

SIGNED under the pains and penalties of perjury this _____ day of _____, 2011.

Signature of Clerk of Corporation

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX C

VENDOR REGISTRATION FORM

TO BE COMPLETED BY ALL VENDORS:

DATE: _____

TYPED/PRINTED NAME AND TITLE: _____

SIGNATURE: _____

PROPER LEGAL NAME OF BUSINESS ENTITY: _____

FEIN or SOCIAL SECURITY NUMBER if FEIN is N/A: _____

BUSINESS ADDRESS: _____

TELEPHONE NO: _____ FAX NO: _____

IF CORPORATION:

1. GIVE YOUR CORRECT CORPORATE NAME:

2. STATE AND DATE OF INCORPORATION:

3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE:

IF COMPANY, GIVE the OWNER’S NAME AND TITLE:

IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS:

IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY:

MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT

1. Our firm is principally (more than 50%) minority owned.
YES _____ NO _____
2. Our firm is principally (more than 50%) woman owned.
YES _____ NO _____
3. Our firm is registered with S.O.M.B.A. (State Office of Minority & Business Assistance)
YES _____ NO _____
SOMWBA CERTIFICATION CATEGORY: _____
MBE _____ WBE _____

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX D

ADDITIONAL VENDOR CERTIFICATIONS

I, _____, do hereby certify under the pains and penalties of perjury on behalf of
(Authorized Signatory for Vendor)
_____ the following (**please initial next to each paragraph on line provided**):
(Vendor/Contracting Entity)

1. **Attestation Clause:** Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew or extend a license, contract or agreement. Each successful proposer shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued. _____
2. **Certificate of Non-Collusion/Bona Fide Bid:** As per Chapter 30B, Section 10, the undersigned certifies under the penalty of perjury that this bid 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. **Certificate of Insurance (APPLIES TO SERVICE CONTRACTS ONLY):** Vendor certifies possession and shall attach certificate of insurance for Public Liability in the minimum amount of \$500,000/\$1,000,000 and Property Damage Liability in the amount of \$50,000/\$100,000. Vendor also certifies possession and shall attach proof of Workers’ Compensation Insurance pursuant to Chapter 152 of the Massachusetts General Laws Compensation shall be provided to all persons employed by Vendor in connection with the performance of this Agreement and shall continue in full force throughout the period of the Agreement. Policies shall name City of Brockton as Owner, provide for 30 days Notice of Cancellation and contain a provision worded as follows: “The Insurance Company waives any right to subrogation against the City of Brockton which may arise by reason on any payments under this policy.” Reporting of accidents and claims shall be done by the Vendor. _____
4. **Assurance of Non-Discrimination Compliance:** Vendor does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age or sex, in any of the following areas:
 - a. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
 - b. Rates of pay or any other form of compensation and changes in compensation.
 - c. Job assignments and seniority status.
 - d. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
 - e. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
 - f. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
 - g. Employer-sponsored activities, including social or recreational programs.
 - h. Any other term, condition, or privilege of employment. _____
5. **Indemnification and Release:** Vendor indemnifies and holds harmless City of Brockton from any and all acts and omissions arising out of this contract by the Vendor, its agents, employees or representatives. Further, Vendor shall indemnify and hold harmless City of Brockton against any/all suits, claims, actions, costs or damages to which the City may be subject to by reason of damages to the property or person of anyone, arising or resulting from fault, negligence, or wrongful omissions by the Vendor. Said indemnification and hold harmless shall apply in any event that a claim is brought against the City of Brockton for said acts caused by others. The Vendor, their agent(s) representatives or employees shall release and hold harmless the City of Brockton for any injury to themselves, corporate officers, agents, representatives or employees in connection with the performance of this agreement or any related subcontract thereof. _____

X _____ Date: _____
(Authorized Signatory for Vendor)

Printed Name: _____ Printed Title: _____

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX E

DEVIATION SHEET

All deviations and/or substitutions from the original specified items (or equal) must be noted in writing on the Deviation Sheet (Appendix “E”). Additional pages may be used if necessary. These items shall be approved by the lead department for compatibility, workmanship, and functionality before award of contract.

PLEASE LIST BELOW:

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

CITY OF BROCKTON – STANDARD CONTRACT FORM APPENDIX F

VENDOR WORK HISTORY

- A. The undersigned proposes to supply: _____.
- B. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the specifications.
1. Have been in business under present business name for _____ years.
 2. Are you fully licensed to do business under this contract? _____
 3. Do you comply with all ordinances and regulations mandated by M.G.L. and the community in which you are located? _____
 4. Ever fail to complete any work awarded? _____
 5. Have you been involved in litigation in the past five (5) years? _____
 6. List at least three (3) state, local or private companies and/or organizations which you have served recently of similar character as required for the above-mentioned.

	<u>LOCATION</u>	<u>DATE</u>	<u>DESCRIPTION OF WORK</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

- C. Proposers shall indicate firm date of delivery on receipt of contract and subsequent purchase order form the City of Brockton.

DELIVERY DATE: _____

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

- D. Proposers shall note that this proposal reflects all changes in addendum/amendment numbers:
