

Town of Arlington, Massachusetts

Bid #19-57

**INVITATION FOR BID**

**for**

**Electronic Vote Tabulators**

**BID DUE: November 21, 2019 10:00 AM**

## **Town of Arlington, Massachusetts**

### **REQUEST FOR PROPOSALS**

The Town of Arlington, Massachusetts, acting by and through its Town Manager, is seeking to purchase 22 electronic vote tabulators with carrying cases and compatible software for results accumulation and reporting. In addition, seeks 22 ballot boxes compatible with the electronic vote tabulators.

#### **GENERAL REQUIREMENTS**

Qualified vendors are invited to submit a bid in response to this Invitation for Bid (IFB). Prior to submitting a bid, each bidder must review all specifications and bidding/contract requirements as to the quality and quantity of the services required by this RFP.

The successful bidder will be bound by all applicable statutory provisions of laws of the Commonwealth of Massachusetts and of the Town.

Bids that are incomplete, not properly endorsed or signed, or are otherwise contrary to these instructions may be rejected by the Purchasing Officer. Conditional bids will not be accepted. The Town of Arlington reserves the right to reject any and all bids, to waive any irregularities, to allow exceptions to the attached specifications and to make an award in a manner deemed in the it's best interest.

As provided by Massachusetts General Law, Chapter 64H, section 6(d), purchases made by the Town of Arlington are exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax; any such taxes must not be included in the quoted price.

No subcontracting of any work is allowed under this bid/contract without prior written approval of the Town of Arlington. The successful bidder will not be permitted to either assign or underlet the contract nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the prior written consent of the Town of Arlington.

All submitted bids and associated quoted prices must be guaranteed to the Town of Arlington for a period of thirty (30) days from the bid submission date.

The successful bidder will be required to indemnify the Town of Arlington for all damage to life and property that may occur due to their negligence or that of their employees, subcontractors, etc., while under contract with the Town of Arlington.

Questions regarding this Invitation for Bid ("IFB") document, submission requirements, or any other questions may be directed to Domenic Lanzillotti, Purchasing Officer, 781-316-3003, or by e-mail at [dlanzillotti@town.arlington.ma.us](mailto:dlanzillotti@town.arlington.ma.us)

Bids may be withdrawn without penalty prior to the time and date specified for the bid submission deadline. Requests to withdraw a bid must be made in writing. All RFP requirements, including these General Requirements, shall constitute a part of the contract of services.

#### **GOVERNING LAW AND ENTIRE AGREEMENT**

The contract that is issued as a result of this IFB, and any disputes hereunder will be construed and interpreted in accordance with the laws of the Town of Arlington. The Vendor agrees that any and all legal proceedings

between the parties, regardless of legal theory, will be brought exclusively in a state or federal court in the Commonwealth of Massachusetts and the Vendor consents to such jurisdiction.

The resulting contract, including this Request for Proposals, the successful bidders offer/bid, as well as all documents as may be mutually agreed upon by the parties and incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. The Contract will not be modified or amended except by a written document executed by the parties hereto.

### **EQUALITY OF MATERIALS**

All proprietary specifications, or proprietary names used for items listed in the specifications, are shown for purposes of description only and are not intended, nor should they be interpreted, to be an endorsement of any particular proprietary item. The words "or equal" are understood to follow all names of proprietary products, trade names, catalog numbers and detailed descriptions and shall be interpreted to mean any material, article, assembly or system, which in the opinion of the Town of Arlington is at least equal in quality, durability, appearance, strength and design to the equipment specified and will perform at least equally the functions imposed by the general design. The words "or equal" shall not be construed to permit substantial departure from the requirements of the specifications. The provisions of the Commonwealth of Massachusetts General laws shall govern.

Each bidder shall clearly identify each individual item they propose to furnish in which a deviation occurs, in any respect to that which is specified, by submitting with their bid proposal a complete itemized list identifying each and every item wherein a deviation is proposed. The bidder shall, upon request and without cost to the Town of Arlington, furnish documents, independent laboratory tests, and similar authenticated proof material to substantiate the deviation that they propose in their bid, and that such deviation is "equal to" or "exceeding" that which is specified. Bid proposals offering deviations shall be submitted in strict conformance to the requirements and procedures described herein, and failure to comply shall be just cause for rejection of the bid or the enforcement of supplying the item or items of equipment exactly as specified, without exception or recourse.

**TOWN OF ARLINGTON, MASSACHUSETTS  
REQUEST FOR PROPOSALS**

Electronic Vote Tabulators

**BID SPECIFICATIONS**

The Town of Arlington, Massachusetts, acting by and through its Town Manager, is seeking to purchase new electronic scanners for vote tabulation, compatible ballot boxes, and software for results accumulation and reporting. The successful bidder will be responsible for supplying all of the requested new equipment as required in the specifications outlined below. The bidder must supply all labor and materials necessary to furnish and deliver all the new equipment required in this bid.

One contract will be awarded to the one responsive and responsible bidder offering the best overall solution to the Town of Arlington for all items contained in this bid. The contract awarded as a result of this Request for Proposals will be effective upon completed execution of a contract signed by both the successful bidder and the Town of Arlington. The initial contract term shall be in effect from the date of execution of the contract and shall continue through the expiration of the Warranty Period as defined below. Thereafter, the contract may be renewed by the parties for additional successive periods as may be mutually agreed upon by the parties.

**CHANGES TO THE CONTRACT**

No additional items, work, or changes to the Contract shall be authorized unless a Change Order has been mutually agreed upon by the parties and signed by the Town Manager and the Vendor.

Any modifications, orders, instructions, etc., given verbally or in writing by any representative of the Town of Arlington other than the Town Manager, that change, modify or alter the Contract in any manner, will not be binding upon the Town of Arlington or the respective Department for whom the products are being supplied. Any products supplied that are not covered by this Bid/Contract or a signed Change Order mutually agreed upon by the Town of Arlington Clerk and the Vendor; shall be performed at the sole risk of the Vendor.

**TERMINATION CLAUSE**

If at any time the vendor fails to fulfill or comply with any of the requirements of this bid/contract, such as shoddy workmanship; improper procedures; supplying sub-standard, improperly trained employees; supplying non-conforming equipment, or equipment that does not meet the bid/contract specifications; not adhering to the work schedule; or failing to meet any other requirement of the contract, the Town of Arlington, at its option and provided the Vendor fails to cure any non-conformance within thirty (30) calendar days of its receipt of notice by the Town of Arlington, may terminate this contract immediately, without penalty, upon written notice to the Vendor.

**INTERVIEWS**

Bidders may be required to appear for an interview, if so requested, with the Town's Purchasing Officer. The purpose of the interview would be to review the bidders' background and capabilities to supply the equipment, training, and technical services called for. Failure to comply with this request will result in the REJECTION of your bid.

## **REFERENCES**

BIDDERS must provide a customer list of the proposed equipment and services made in the last three years. Any omission will be considered grounds to invalidate the BIDDER's bid. Use a separate sheet(s) clearly marked "**REFERENCES**" to provide the following information for each reference.

1. Customer Name
2. Years as a customer
3. Street
4. Town, State, Zip
5. Contact Person
6. Telephone number

**Poor references may be used as a basis for determining that a VENDOR is not a responsible BIDDER. The <Jurisdiction> can and will act as its own reference.**

## **INVOICING**

The Vendor shall submit an invoice for all equipment and software supplied as well as services performed, upon or after delivery of said equipment, software or the performance of such services is accepted by the Town of Arlington; such acceptance shall ensure that the equipment, software and services were provided in accordance with the terms of the contract. The invoice must clearly indicate that it is billing for the products provided and/or services performed, and must clearly show the bid pricing as listed in the Bid Price section of this contract. Invoices that are not submitted in this manner will not be paid and interest charges will not be allowed to accrue. The Town of Arlington will pay all invoices within thirty (30) calendar days of receipt of the invoice. If any discount terms are applicable, kindly indicate on invoice.

## **EQUIPMENT DEMONSTRATION**

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

## **DELIVERY**

All voting machines, software, and related equipment required by this bid, must be delivered to Town of Arlington as soon as possible.

## **EXCEPTIONS AND EQUIPMENT COMPATIBILITY**

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

## **MINIMUM EQUIPMENT SPECIFICATIONS – ELECTRONIC VOTE TABULATORS**

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

As part of the bid submission, bidders are required to submit manufacturer's product information literature, as well as a written description of the proposed equipment, size, and setup to allow the Town of Arlington to fully evaluate the product the bidder intends on supplying.

### **Voting Equipment:**

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

- ❖ An electronic digital optical scanning vote tabulating unit.
- ❖ Protective carrying case for the vote tabulating unit.
- ❖ One (1) complete set of memory media required to conduct Massachusetts and U.S. Federal elections.
- ❖ Internal backup battery.
- ❖ Power cord.
- ❖ Key set.
- ❖ Thermal paper roll.
- ❖ One dozen, black marking pens.
- ❖ Six (6) security seals.
- ❖ Ballot Box with three (3) compartments, including caster wheels, and a built-in power supply. The ballot boxes should nest into each other for ease of storage.

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 Town of Arlington elections. All such voting equipment must be in compliance with the standards set forth in 950 Commonwealth of Massachusetts Regulations, section 50.02. Bidders must include a copy of the Secretary of State's Letter of Approval with the bid submission.
2. All voting equipment offered must meet or exceed the Federal Voluntary Voting System Standards of 2005 as adopted by the Election Assistance Commission. Bidders must include a copy of the EAC Certification with the bid 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.
5. The 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.
6. The electronic vote tabulator must be powered by standard 120-volt AC power, with internal battery backup to power the unit in the event of an electrical power failure. The backup battery must be able to provide a minimum of two (2) hours of continuous use.
  7. Each individual vote tabulator must come with its own protective carrying case for the tabulator unit. Said carrying case must be separate from the ballot box. Total weight of tabulator & carrying case must not exceed thirty-five pounds (35 lbs.).
  8. Each ballot box must have three (3) compartments, one for ballots tabulated by the voter tabulation unit, one for ballots where write-in votes have been detected which must be hand-counted at the close of polls, and one auxiliary compartment for ballots unable to be read by the machine.
  9. 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.
  10. 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.
  11. The tabulator ballot box must be capable of being stacked at least 3 high.
  12. The voting tabulators must be able to be accessed by disabled or physically impaired individuals without assistance or direction from election staff. This includes compatibility with wheelchair users. Units must be ADA compliant in their configuration / use.

### **Results, Tally & Reporting Software Package:**

13. The voting system to be supplied must include a compatible election night reporting software package, and must come supplied pre-loaded onto a compatible, brand new laptop computer that the vendor supplies as part of the package. This software package must include the initial software license for the first year of usage. Cost for this equipment & software must be included in your bid price.
14. The laptop must be come equipped at a minimum with the following;
  - a. Minimum 15-inch screen (measured diagonally).
  - b. At least Microsoft Windows 10 Operating System.
  - c. Minimum of 8GB of Ram.
  - d. Minimum of 500GB Hard Drive.
15. Vendor will provide on-site training on the use of the laptop and the software package, to a minimum

of three (3) Town of Arlington staff. Cost for this training must be included in your bid price.

**Training:**

16. The vendor will provide a minimum of two (2) hours of on-site training for all voting equipment. All training will take place at the Town of Arlington Offices during normal business hours. Training will cover basic use of the vote tabulator equipment, pre-election testing, and Election Day procedures.
17. The vendor will provide a minimum of two (2) hours of on-site training for Town of Arlington poll workers. All training will take place at the Town of Arlington Offices during/after normal business hours (i.e. evenings, time varies). Training will cover Election Day procedures and basic troubleshooting. Training will be scheduled by the Town of Arlington, and the vendor will accommodate said schedule.
18. The vendor will provide documentation to accompany all training, consisting of:
  - e. pre-election testing guides.
  - f. Poll Worker training guides.
  - g. Instructions to Voters Posters.

**On-Site Election Coverage:**

19. The vendor will assign one of their employees to provide on-site coverage to the Town of Arlington during the first election in which the new voting tabulator equipment is used. Said employee to be assigned must be fully trained & experienced in the operation of the supplied vote tabulator equipment and software.
  - a. The vendor employee will work with the Election Clerk from one (1) hour prior to opening the polls until two (2) hours after the polls close on Election Day.
  - b. The vendor will have staff available on an on-going basis that can respond to Town of Arlington > equipment issues on any given election day, with an on-site response time.
  - c. Said employee will NOT be a subcontracted employee from another company.
  - d. The vendor will have staff available on an on-going basis, located out of their service facility as identified on the Vendor Location Form (see section titled “Vendor Service Facility” for details), that can respond to Town of Arlington equipment issues on any given election / voter day, with an on-site response time.

**Two Year Hardware and Software Warranty**

20. 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 Town of Arlington all third-party manufacturer warranties and shall assist the Town of Arlington with filing any third-party warranty claims it may have against a third-party manufacturer.
21. Unlimited access to the vendor's Help Desk/Customer Assistance for pre-election, Election Day, and post-election questions, concerns, or troubleshooting.



22. Provide an annual maintenance visit to the Town of Arlington to inspect, calibrate and service all equipment. All associated costs for the first two years of the Town of Arlington's ownership is to be included in bid price.
23. Any necessary repairs will take place in the Town of Arlington. If on-site repair is not possible, loaner equipment will be left in the Town of Arlington's possession, at no charge, until all equipment can be repaired and returned to the Town of Arlington, this includes election day situations, pre-election and post-election emergencies. An employee of the vendor, not a subcontractor, will perform all maintenance and repair work.

### **Post Warranty Maintenance & Software License Fees**

24. After the original 2-year warranty period expires on the voting equipment; the vendor will provide annual voting equipment maintenance to the Town of Arlington, for which the vendor will be allowed to charge a fee. The fee must remain the same for the first 3 years of fee-based maintenance (i.e. years 3-5 of Town of Arlington equipment ownership).
25. After the original first year software license period expires for the Results, Tally & Reporting Software Package; the vendor will be allowed to charge an annual license fee for the software. The fee must remain the same for the first 4 years for which the fee is charged (i.e. years 2-5 of Town of Arlington software usage).

### **BID PRICING**

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

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

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

### **Bid Award Determination**

The bid/contract will be awarded to the most responsive and responsible bidder who offers the best overall solution to the Town of Arlington for the total of the voting equipment, software, training, on-site election assistance, two-year warranty package for the Town of Arlington. All items will be added up to arrive at a grand total. This grand total will be the amount used to determine the low bidder.

The bid prices for the Post Warranty Maintenance will not be taken into consideration in determining the low bid. HOWEVER, these prices will be reviewed for consistency with expected current and forecasted market rates for these types of fees. If the bid pricing submitted for these items are grossly over expected market rates, the entire bid will be rejected as being from an irresponsible bidder.

## **PRICE ESCALATION CLAUSE**

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

## **CERTIFICATION REGARDING DEBARMENT**

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

## **SUBMISSION REQUIREMENTS**

Bidders must be able to comply with all of the IFB specifications in order for the bid to be accepted. Please read all of the RFP specifications and follow all instructions in preparing the RFP response. Failure to respond properly may result in the REJECTION of the bid.

### **Each firm desirous of consideration will submit the following**

1. All Bid Submissions must be signed by the Bidder or a representative of the Bidder authorized to act on behalf of the Bidder.
2. The Company Information form, Non-Collusion form, Certificate of Authority form and Addenda Acknowledgement Form must be included with the Bid Submission. In addition, a foreign corporation is required to submit its certification of corporation from the Massachusetts State Secretary's Office, as required by chapter 181 of the Commonwealth of Massachusetts General Laws.
3. All Bid Submissions must state firm pricing for all required services as listed in this RFP.
4. Copy of your Federal Voluntary Voting System Standards of 2005 EAC Certification.
5. Copy of your Massachusetts Secretary of State Letter of Approval evidencing your equipment is approved for use in Massachusetts elections.
6. Provide a customer list of the proposed equipment and services made in the last three years. Any omission will be considered grounds to invalidate the BIDDER's bid. Use a separate sheet(s) clearly marked "**REFERENCES**".
7. All other information as necessary to comply with the requirements of this Invitation for Bid as well as any other information that the Bidder believes would be beneficial to the Town of Arlington in

considering your bid. It is understood that upon written request from the Town of Arlington, a bidder may be required to submit further information to support the bidder's qualifications.

TO BE RETURNED WITH BID  
 ARLINGTON, Massachusetts  
 OFFICE OF THE TOWN MANGER  
 BID SUBMISSION FORM Page 1 of 1  
 INVITATION FOR BID – **Electronic Vote Tabulators**  
**This page may not be altered, edited or changed in any way.** Pricing must reflect  
 bidder’s ability to provide all hardware, software, support and services as specified.

Description	Quantity	Unit Price	Total Price
Vote Tabulator with all equipment as specified: <small>Tabulator with a padded carrying case, two (2) memory cards, one (1) power cord, one (1) key set, two (2) thermal paper rolls, one (1) dozen marking pens, six (6) security seals and an internal battery backup.</small>	22 Ea.		

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
(Date)

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE OF NON-COLLUSION**

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.

\_\_\_\_\_  
(Signature of individual submitting bid or proposal)

\_\_\_\_\_  
(Name of individual submitting bid or proposal)

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Signature of Individual or Responsible  
Corporate Officer and Title

**NON-COLLUSION FORMS  
MUST BE SIGNED AND  
SUBMITTED WITH BID**