

*If you have printed this bid from the City of Quincy's Website or through an email, it is your responsibility to check for addenda at [www.quincyma.gov](http://www.quincyma.gov) before you turn in your proposal.*

*"Please send an acknowledgment that you have printed out this bid via email to;*

*[kimtrillcott@quincyma.gov](mailto:kimtrillcott@quincyma.gov)" The City of Quincy will not be responsible for any bids received omitting any addenda acknowledgement.*

*Thank you*



## INVITATION TO BID

CITY OF QUINCY, MASSACHUSETTS  
PURCHASING DEPARTMENT  
1305 HANCOCK ST., QUINCY, MA 02169

The City of Quincy invites sealed bids/proposals for:

**CITY CLERKS**

**VOTE TABULATORS / SCANNERS**

**JUNE 25, 2015 @11:00 A.M.**

The City seeks to purchase 33 Electronic Optical Scanning Vote Tabulators and related equipment/software. All prices quoted must include delivery and shipping costs to a pre-designated location pre-determined by the City of Quincy.

Detailed specifications are available on-line at the City of Quincy's website, [www.quincyma.gov](http://www.quincyma.gov) and also available at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30<sup>AM</sup> and 4:30<sup>PM</sup>

Bids/Proposals must be in a sealed envelope. The outside of the sealed envelope is to be clearly marked "**BID ENCLOSED**" with time/date of bid call.

Firm bid prices will be given first consideration. Bids/Proposals will be received at the office of the Purchasing Agent until the time and date stated above, at which time and date they will be publicly opened and read. Late Bids/Proposals, delivered by mail or in person, will be rejected.

If applicable, bids shall be in accordance with M.G.L. Chapter 30B, Chapter 149 as amended, and Chapter 30, Sections 39A, 39B and 39F-R.

The right is reserved to reject any or all bids or to accept any part of a bid or the one deemed best for the City and waive any informality in the bidding if it is in the best interest of the City to do so.

Thomas P. Koch, MAYOR

Kathryn R. Hobin, PURCHASING AGENT

LEGAL: JUNE 8, 2015  
LEGAL: JULY 11, 2015

GOODS & SERVICE  
P.O. # S062515

DEPT. CHARGED: CITY CLERKS



**CITY OF QUINCY**  
**Purchasing Department**  
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

**TAX COMPLIANCE CERTIFICATE**  
**MASS. GENERAL LAWS, CH. 62C, S: 49A(b)**

I hereby certify that pursuant to MGL Chapter 62c, section 49a, I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support. This is being signed under the pains and penalties of perjury.

(1) Individual Contractor

\_\_\_\_\_  
(Contractor's Name and Signature)

Social Security Number

(2) Corporation, Association  
or Partnership

\_\_\_\_\_  
(Contractor's Name)

Federal Tax ID Number, or  
Social Security Number

By:

\_\_\_\_\_  
(Authorized Signature)

**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.

\_\_\_\_\_  
(Name of person signing bid or proposal)  
(Please print)

\_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Name of business)

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## CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

### Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.



CITY OF QUINCY  
Purchasing Department  
1305 Hancock Street, Quincy, MA 02169

Phone: (617) 376-1060

Fax: (617) 376-1074

### SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

\_\_\_\_\_ (NAME OF CORPORATION)

held on \_\_\_\_\_, at which all the Directors were present or waived notice, it was  
(DATE)

VOTED, that:

\_\_\_\_\_ (NAME) \_\_\_\_\_ (OFFICER)

of this company, be and he/she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such \_\_\_\_\_ under seal of the Company, shall be valid  
(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: \_\_\_\_\_  
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: \_\_\_\_\_

DATE OF THIS CONTRACT: \_\_\_\_\_

I hereby certify that I am the Clerk of the:

\_\_\_\_\_ that \_\_\_\_\_ is the  
(COMPANY) (NAME)

duly elected \_\_\_\_\_ of said Company, and that the above VOTE has not been  
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

\_\_\_\_\_ CORPORATE SEAL

# INDEMNITY AGREEMENT

In consideration of the award of Contract No. \_\_\_\_\_  
by the City of Quincy, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:  
\_\_\_\_\_

hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, City of Quincy, and its various department and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-referenced contract.

INDEMNITOR,

\_\_\_\_\_  
By Duly Authorized Agent

Date: \_\_\_\_\_

**Furnish and Deliver:**  
**VOTE TABULATORS/SCANNERS**

**Office of the City Clerk  
City of Quincy,  
Massachusetts**



**City of Quincy**

**Bids due: June 25, 2015 @ 11:00 a.m.**

**Late bids delivered by mail or in person will be deemed non-responsive and rejected**

Thomas P. Koch  
Mayor

Joseph P. Shea  
City Clerk

Kathryn R. Hobin  
Purchasing Agent

## **“Furnish and Deliver Vote Tabulators / Scanners**

The City of Quincy is seeking proposals to furnish and deliver electronic optical scanning vote tabulators and related software as per the attached requirements and specifications. Prices must remain firm for 120 days as the City intends the machines to be in effect for the March 2016 Presidential Election.

The City of Quincy is exempt from sales tax; an exempt certificate will be furnished upon request.

### **DESCRIPTION:**

The City seeks to purchase **33 Electronic Optical Scanning Vote Tabulators** and related equipment/software. All prices quoted must include delivery and shipping costs to a pre-designated location pre-determined by the City of Quincy. No special charge will be allowed for packing, crating, freight, or express unless specifically stated and included in the vendor's proposal. On site orientation, installation, testing, pole worker training and onsite supervision must be included.

The City of Quincy reserves the right to accept or reject any or all of the proposals submitted and waive minor informalities as deemed in the best interest of the City.

### **MINIMUM CRITERIA:**

- The System proposed must be Federally Certified to the EAC standards for the year 2005 (copy of certification must be provided).
- The System proposed must have been certified for use by the Secretary of State of the Commonwealth of Massachusetts (letter of approval must be provided).
- Proposed equipment must be unused and must include the latest versions of software and manuals.
- The Proposed equipment must include a protective carrying case for the tabulation unit.
- The vendor must provide all necessary equipment and accessories, power cords, memory media, operating system software and technical support that provides for fully functioning electronic voting equipment.
- The proposed equipment must have easily readable display screen capable of displaying the status of the tabulator to both the poll workers and voters in multiple languages.
- The proposer's ballot box must be capable of being stacked 2 high.
- The proposed system must include a compatible election night reporting software package.
- Proposed machine shall be capable of operating for a period of no less than 2 hours on backup power.
- The proposed tabulator and ballot box must have plastic labels corresponding the Quincy's Wards and Precincts.
- The tabulator must be able to be accessed by disabled or physically impaired individuals without assistance or direction from staff.
- Tabulators Communication Screen Content is concise with easily understandable voting direction/prompts and under-vote, over-vote or blank ballot flags. No staff explanation requires.
- Vendor must offer tech support, maintenance and a warranty for 2 or more years after purchase.
- Vendor must guarantee an on-site response time of less than one hour on Election Day.

Failure to meet the minimum standard shall be deemed non responsive.

**WARRANTY:**

The successful vendor must provide a 2 year warranty to the City of Quincy.

**REFERENCE:**

Vendor must provide at least 3 reference from within the last 3 years with similar size and demographics as the City of Quincy.

**AWARD OF CONTRACT:**

The City of Quincy shall award a single contract to the most responsive and responsible bidder offering the lowest total price for 33 Tabulators/Scanners.

Receipt of Addendum No. \_\_\_\_\_ Acknowledged By: \_\_\_\_\_

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

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

Telephone #: \_\_\_\_\_

Date: \_\_\_\_\_

Bid Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

**(3) REFERENCES WHERE SIMILAR SALES HAVE BEEN PURCHASED**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Please include name and phone number of contacts.

All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: [khobin@quincyma.gov](mailto:khobin@quincyma.gov) and cc to [kimtrillcott@quincyma.gov](mailto:kimtrillcott@quincyma.gov) Questions will be accepted until June 19, 2015 at 4:00 p.m.

*If you have received this bid from either the City of Quincy Website or through an email it is your responsibility to check for addenda (at [www.quincyma.gov](http://www.quincyma.gov)) before you turn in your proposal. The City of Quincy will not be responsible any bids received omitting addenda acknowledgement.*

**PRICE PROPOSAL PAGE**

<b>Item #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Tabulators/scanner (as per specifications)	33	\$ _____	\$ _____
2	Battery Backup for Tabulators	33	\$ _____	\$ _____
3	Election Reporting Software	1		\$ _____
4	Onsite Pre-election testing			\$ _____
5	Onsite support Election Day			\$ _____
6	24/7 Tech support (toll free access)			\$ _____
			<b>TOTAL BID PRICE of items 1-6</b>	<b>\$ _____</b>

Prompt payment discount ó Y or N % \_\_\_\_\_

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

**SUBMISSION OF PROPOSAL**

**Proposals must be delivered no later than Thursday, June 25, 2015 @ 11:00 a.m. local time.**  
Late submissions will be rejected, regardless of circumstances. The City of Quincy is not responsible for submittals not properly marked.

A sealed package containing **1 original and 4 copies** must be labeled as follows:  
**City of Quincy, Purchasing Agent**  
**1305 Hancock Street**  
**Quincy, MA 02169**  
**ITEM: Vote Tabulators/Scanners-Due June 25, 2015 @ 11:00 a.m.**