

ADDENDUM #1
CITY OF SALEM RFP 23-38-CLRK: ELECTRONIC VOTING MACHINES
APRIL 3, 2023

Due Date

The due date for responses is extended to Thursday, April 13, 2023 at 11:00am.

Questions and Answers

1. Will the City be providing a price page for this RFP to include a price breakdown?
No, but the vendor may include a price breakdown with their price proposal.
2. Section 1.1.2 specifies that the combined weight must not exceed 30lbs for each voting machine. Does this exclude the ballot box?
Yes, this excludes the ballot box.
3. The city is looking for on-site coverage for all subsequent elections. Will the vendor be allowed to charge a fee or is the city looking to have the subsequent on-site election coverage be part of the total bid cost?
Vendor may charge a fee for subsequent election coverage; this fee should be spelled out in your price proposal.
4. Section 1.1.1 refers to sixteen (16) tabulators. Section 2.1 refers to nine (9) tabulators. Which is correct?
The correct number is sixteen (16).
5. It appears the city has eight Polling Locations. Is the city looking for one (1) employee to cover all polling places or one employee at each polling place totaling eight (8) employees?
One employee total, who will be based at City Hall.
6. There are only two vendors certified in the Commonwealth of Massachusetts to provide Electronic Voting Machine. The below reference “with a telescopic handle for ease of transportation and must fit on top of the ballot box with the electronic tabulation device inside the case ready to be put into operation mode” is specific to one vendor. Listing this specific detail under minimum requirements eliminates the other vendor from meeting the minimum requirements. We respectfully request the wording be removed from minimum requirements.
The phrase “with a telescopic handle for ease of transportation and must fit on top of the ballot box with the electronic tabulation device inside the case ready to be put into operation mode” is removed from the minimum requirements.
7. There are only two vendors certified in the Commonwealth of Massachusetts to provide Electronic Voting Machine. The below reference “at minimum, a 10.5 inch touch screen” is specific to one vendor. Listing this specific detail under minimum requirements eliminates the other vendor from meeting the minimum requirements. We respectfully request the wording be removed from minimum requirements.
The phrase “at minimum, a 10.5 inch touch screen” is removed from the minimum requirements. Vendor should indicate in their technical proposal the size of their touch screens.
8. Criterion 2.2.5 has three scoring options as opposed to all the other scoring options which have four. It appears to be missing an option for “Advantageous.”
This is intended.

9. The sections below are in reference appear to be for the lease of office or building space. Please advise the rule for award, requirements, and submissions relevant to the RFP for Electronic Voting Machines.
Please see a correct sample contract at the end of this addendum.

Sample Contract

A revised sample contract is attached to this addendum

All other terms and conditions apply.



CITY OF SALEM

XXXXXX (Department)

Contract Number: XXXXXX

1. THIS AGREEMENT made and concluded this month of November in the year Two Thousand XXXXXXXX by and between XXXXXXXXXXXX; hereinafter referred to as the (Vendor) and the City of Salem, 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, Kimberley Driscoll; its Purchasing Agent, Thomas P. Watkins; and its XXXXXXXX, thereto duly authorized, hereinafter referred to as the (City).

2. WITNESSETH, that the said Vendor has agreed and by these presents does agree, for the consideration hereinafter contained to provide XXXXXX.

In case of any alteration of this contract, so much thereof as is not necessarily affected by the change, shall remain in force upon all parties hereto; and no payment for supplies and services furnished under such alteration shall be made until the completion of the whole contract, and the adjustment and payment of the bill when rendered for same shall release and discharge the said City from any and all claims or liability on account of any supplies and services furnished under this contract, or any alteration thereof.

3. Performance Period: XXXXXXXXXXXX

4. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Purchasing Agent of said City.

5. And the said Vendor further agrees to indemnify and save harmless the said City of Salem, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Purchasing Agent, may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction of said Purchasing Agent, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the City Clerk of said City.

6. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with its proposal dated XXXXXXXX now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which proposal is hereby made a part of this contract by reference.

7. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor XXXXXXXXXXXX, said payment to be made within thirty days from receipt and acceptance of a reasonably detailed invoice. **THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**

8. Insurance Coverage:

General - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts

to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than Two Million Dollars (\$2,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

The General Liability and Auto Liability policies shall name the City of Salem as Additional Insured. In addition, A Waiver of Subrogation in favor of the City of Salem shall be provided for on the General Liability policy.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

9. This Agreement may be terminated upon thirty (30) days prior written notice for failure of Vendor to provide adequate service as determined by the Purchasing Agent.

10. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.

11. IN WITNESS WHEREOF the said; (XXXXXXXXXXXX); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company. An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and its XXXXXXXXXXXX.

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

XXXXXXXXXXXX

By:

CITY OF SALEM

By:

Authorized Signature

Robert K. McCarthy,
Mayor

Authorized Officer (print name)

Anna Freedman,
Finance Director

Title

Ilene Simons,
Public Services Dir.

Anthony P. Delaney,
Purchasing Agent

Approved as to form:

Elizabeth Rennard, Esq.,
City Solicitor

REQ:

ACCOUNT: