

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

SEALED BID NO. CR-8036-M4

DATE: June 7, 2023

CITY OF WORCESTER
Chris Gagliastro
Purchasing Agent

BUYER: Maureen McKeon

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: June 21, 2023

TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-8036-M4, Election Ballots/City Clerk"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Provide election ballots as per the requirements and specifications of the City of Worcester City Clerk for a period of two years from the date of contract. This contract may be renewed for a third year at the sole discretion of the City of Worcester, the option of which will be determined toward the end of the respective contract year (See Page 10).
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ n/a must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. A performance bond in the amount of \$ n/a of the total dollar award is required.
5. A payment bond in the amount of \$ n/a of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: 39-43.
7. **Questions pertaining to this bid must be directed to Maureen McKeon via email at mckeonmp@worcesterma.gov**
8. The following meanings are attached to the defined words when used in this bid form.
 - a. The word "City" means The City of Worcester, Massachusetts.
 - b. The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - c. The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.

- d. The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: mckeonmp@worcesterma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
 10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
 11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
 12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
 13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
 14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
 15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
 16. In case of error in the extension prices quoted herein, the unit price will govern.
 17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
 18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
 19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
 20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
 21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
 22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
 23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.
 24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).

25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. AUTOMOBILE LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Prompt pay discounts will be considered when determining the low bid except when prompt pay discounts are for a period of less than 30 days. In this event prompt pay discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make

the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.

37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.
47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person

engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.

48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted or assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein.

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name

Address

Zip Code

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership

Full names and addresses of all partners

Name

Address

Zip Code

Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name(s) of customer service representative(s) to be responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) _____ TEL. NO. _____

NAME (PLEASE PRINT) _____ FAX. NO. _____

PLEASE INDICATE YOUR E-MAIL ADDRESS E-MAIL: _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

"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."

(Please Print) _____
Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES ☒ NO ☐

Delivery to be made to: City of Worcester

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Quantity	DESCRIPTION and/or SPECIFICATIONS	Unit Price per Ballot (\$)	Total Price (\$)*
		Furnish and deliver all elections ballots as per the attached requirements and specifications of the City of Worcester for a 2-year period.		
1	55,500	Election Day Ballots	\$	\$
2	12,100	EV & AV In-Person Ballots	\$	\$
3	4,100	EV & AV Ballots Instructions -In Person	\$	\$
4	20,450	EV & AV Ballot Kits – Envelope, Inactions, Ballots	\$	\$
5	710	Instructions for Marking Ballots	\$	\$
6	355	Specimen Ballots	\$	\$
		Total (Items 1-6)		\$

*Price shall be inclusive of all items/services identified herein, including delivery.

Quotes may be emailed to mckeonmp@worcesterma.gov

Please direct questions pertaining to this bid to Maureen McKeon via e-mail at mckeonmp@worcesterma.gov

TERMS, PROMPT PAY DISCOUNT _____ % 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE AS REQUIRED BY THE CITY.

(N.B. PLEASE REFER TO SECTION NO. 34 RELATIVE TO THE DELIVERY).

NAME OF BIDDER _____

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second and third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed N/A % for the second contract year.

In no event will increase exceed % for the third contract year.

(TO BE COMPLETED BY BIDDER)

Name

Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A THIRD YEAR OPTION, PLEASE
INDICATE BY CHECKING THIS BOX: ☐

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a second and third year option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

**ELECTION BALLOT/CITY CLERK
City of Worcester, MA
Bid Specifications
Bid #CR-8036-M4**

Print and deliver ballots to the City of Worcester for the DS200® Precinct Scanner & Tabulator for the following 4 Municipal Elections:

September 2023 Preliminary Election*
November 2023 Municipal Election*

**Vendor will only be responsible for the 2023 election ballots if the City exercises its option to renew for a third contract year.*

- Bidders are to include a list of at least 3 references.
- The proposers must have experience with printing ballots that are compatible with the DS200 Precinct Tabulator.

Municipal Preliminary, September 5, 2023

There are 16 ballot types and the ballot amounts for this election are as follows:

- See attached for ballot quantity for Election Day

There are 16 absentee / early vote by mail ballot types: these ballots must be furnished folded.

- See attached for ballot quantity for Early Vote / Absentee in-person ballots

There are 16 absentee / early vote by mail ballot kit types: these ballots must be furnished in envelope kits.

The vote by mail kits must include the following and the vendor must print envelopes based on the city / state designs / standards.

1. Election office - mailing ballot envelope (print based on city specs)
2. Voter ballots return envelope (print based on city specs)
3. Voter's ballot specific to the ballot style (print based on city specs)
4. Voter instructions (print based on city specs)

- See attached for ballot quantity for Early Vote / Absentee in-person ballots

There are 16 specimen ballot types:

- See attached for specimen ballot quantity

Massachusetts Bill of Rights & Voter Instructions English & Spanish:

- See attached for Massachusetts Bill of Rights & Voter Instructions English & Spanish

September 5, 2023 Timeline for Ballot Format Approval and Delivery

Proofs and ballot format are approved by the city no later than **July 15, 2023**.

Absentee ballots / vote by mail for the Preliminary Election are required to be delivered to Room 208, Worcester City Hall no later than **July 31, 2023**.

Official and Specimen ballots are required to be delivered to the basement level of Worcester City Hall no later than **August 16, 2023**.

September 5, 2023 Ballot Format Specification and Requirements

All contests are to be printed on ballots in black ink, one-sided, on white stock and **14 inches** in length. Two graphics will be provided to be printed in the ballot header: the city seal as well as the signature of Chairperson of the Election Commission. The ballots must be printed with appropriate timing marks so that the ballots can be read by the DS200® Precinct Scanner & Tabulator. The ballots election day must be wrapped in stacks of 100. The vendor must work with the Worcester election officials and Election Systems & Software, LLC to properly format the ballots so they can be read by the DS200® Precinct Scanner & Tabulator.

The Absentee Ballots must have a yellow heading to differentiate from the Election Day ballots.

Sample Early / Absentee Ballot header:

The Commonwealth of Massachusetts
Estado de Massachusetts

STATE ELECTION
OFFICIAL
EARLY / ABSENTEE
BALLOT

ELECCIÓN ESTATAL
PAPELETA OFICIAL
DE VOTACIÓN TEMPRANA /
DE VOTO EN AUSENCIA

WORCESTER
WD. 3 Pct. 4, WD. 4,
WD. 10 Pcts. 2-5

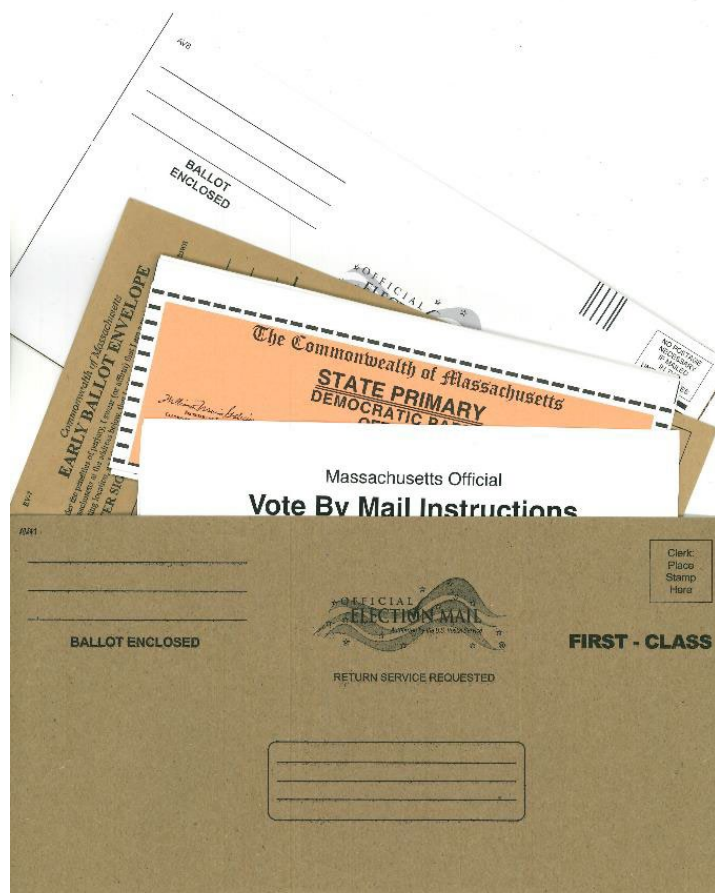
541

William Francis Bolger
SECRETARY OF THE
COMMONWEALTH OF MASSACHUSETTS
SECRETARIO DEL ESTADO
DE MASSACHUSETTS

Tuesday, November 3, 2020 / Martes, 3 de noviembre de 2020

To vote for a candidate, fill in the oval ● to the right of the candidate's name. To vote for a person not on the ballot, write the person's name and residence in the blank space provided and fill in the oval.
Para votar por un candidato, rellene el óvalo ● a la derecha del nombre del candidato. Para votar por una persona que no esté en la papeleta, escriba el nombre y la dirección de esa persona en el espacio en blanco provisto y rellene el óvalo.

Sample Early / Absentee Ballot kits:



1. **AV8:** AV8 is for domestic their EV/AV ballots by AV8 is pre-addressed to offices and does not include postage.
- 2.
3. **AV11:** The AV11 is used by election officials to mail absentee ballots to domestic EV/AV voters. This is the outer-most envelope of kitted ballots which includes the AV8, a ballot and instruction sheet.
4. **Vote by mail ballot instructions English and Spanish.**
5. **Folded Ballot – Specific to the Kit**

November 3, 2021 Timeline for Ballot Format Approval and Delivery

A final list of candidates and ballot order for the November 3rd Municipal Election will be provided to the vendor by **September 15, 2023**. There will be four races per ballot, Councilor-At-Large, Mayor, District Councilor, and School Committee.



Proofs and ballot format are approved by the city no later than **September 20, 2023**.

Absentees for the Municipal Election are required to be delivered to Room 208, Worcester City Hall no later than **October 1, 2023**.

Official and Specimen ballots are required to be delivered to the basement level of Worcester City Hall no later than **October 17, 2023**.

September and November, 2023 Municipal Election Format Specification and Requirements

All contests are to be printed on ballots in black ink, one-sided, on white stock and **14 inches** in length. Two graphics will be provided to be printed in the ballot header: the city seal as well as the signature of Chairperson of the Election Commission. The ballots must be printed with appropriate timing marks so that the ballots can be read by the DS200® Precinct Scanner & Tabulator. The ballots must be wrapped in stacks of 100. The vendor must work with the Worcester election officials and Election Systems & Software, LLC to properly format the ballots so they can be read by the DS200® Precinct Scanner & Tabulator.

	<p>ABSENTEE / AUSENTE OFFICIAL BALLOT / PAPELETA OFICIAL CITY OF WORCESTER / CIUDAD DE WORCESTER PRELIMINARY ELECTION / ELECCION PRELIMINAR SEPTEMBER 10, 2019 / 10 DE SEPTIEMBRE DE 2019 DISTRICT 1, WARDS 1 & 2 / DISTRITO 1, BARRIOS 1 & 2</p>	 Kimberley A. Vanderspek, Chair Board of Election Commissioners
<p>INSTRUCTIONS TO VOTERS - INSTRUCCIONES PARA LOS VOTANTES To vote for a candidate, fill in the oval ● to the right of the candidate's name. To vote for a person not on the ballot, write that person's name and residence in the blank space provided and fill in the oval. Para votar por un candidato, llene el óvalo ● a la derecha del nombre del candidato. Para votar por una persona que no aparece en la papeleta electoral, escriba el nombre y dirección de dicha persona en el espacio provisto, llene el óvalo.</p>		
<p>COUNCILOR AT LARGE CONSEJAL GENERAL</p>	<p>SCHOOL COMMITTEE MEMBER COMITÉ DE MIEMBRO ESCUELAS</p>	

CORI COMPLIANCE / GENDER IDENTITY & EXPRESSION

Vendors entering into contracts with the City of Worcester must affirm that their policies regarding CORI information are consistent with the CORI hiring standards set by the City of Worcester. The City's CORI hiring policy may be downloaded from City of Worcester website www.worcesterma.gov. Questions pertaining to the City's CORI hiring policy are to be directed to the Equal Employment Opportunity Officer, Executive Office of Human Resources at hr@worcesterma.gov

CERTIFICATION

All Vendors must check one of the three lines below.

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth with the CORI hiring standards set by the City of Worcester.
3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth with the CORI hiring standards set by the City of Worcester. (a copy of the Vendor's written CORI policy must accompany this form).

(Typed or printed name of person
signing quotation, bid or proposal)

Signature

Name of Business

A Vendor with a CORI policy that does NOT conform to the City standards must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver granted by the City. For any waiver to be granted, a written request should accompany bid submission explaining in detail why the vendor fails or refuses to comply with the City's CORI hiring standards.

Gender Identity Standards Applicable to Vendors

The city will do business only with vendors that have adopted and employ Gender Identity policies, practices and standards that are consistent with city standards.

The city may review all vendors' Gender Identity policies and practices for consistency with city standards.

By signing this bid, vendor confirms that their Gender Identity policies, practices and standards are consistent with those of the City of Worcester. For further information please refer to the Ordinance Relative to Gender Identity and Expression found at www.worcesterma.gov or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-8486.

IMPORTANT NOTICE TO BIDDERS

City of Worcester Environmentally Preferable Purchasing Policy

The purchase and use of products and services can have a profound impact on the environment. The City of Worcester recognizes the positive impact that it can make on the environment through the purchasing decisions that it makes. It is the intent of the City of Worcester to integrate environmental considerations into every aspect of acquisition. Although the environment may not be the core of our professional mission, the integration of these factors will result in economic, health, and environmental gains that will further our goals.

Overall Statement of Policy

The City will seek to reduce the environmental damages associated with purchases by increasing acquisition of environmentally preferable products and services to the extent feasible, consistent with price, performance, availability, and safety considerations.

Environmental factors will be taken into account as early as possible in the acquisition-planning and decision-making process.

Responsibility for environmentally preferable purchasing will be shared among the program, acquisition, and procurement personnel.

Definitions

"Recycled Material" means material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Post-Consumer Recycled Material" means material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Environmentally preferable products" means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose.

Policy Statement

Bidders able to supply products containing recycled materials or environmentally preferable products which meet performance requirements are encouraged to offer them in bids and proposals. To this extent, the City reserves the right to award under the following circumstances:

- When the bidder submits an offer to supply an environmentally preferable product or recycled material.
- When the bidder documents the offer of environmentally preferable products or recycled materials.
- An environmentally preferred product or recycled material may be considered best value even when the price is greater than that of a non-environmentally preferred product or service by an amount not to exceed ten per cent.

VENDOR/SERVICE PROVIDER CERTIFICATION

TO BE AWARDED A VENDOR/SERVICE CONTRACT, ALL PARTS OF THIS FORM THAT APPLY TO YOUR BID MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

Bidder is a Minority Business Enterprise (MBE) - see reverse for definition Yes_____ No_____

Bidder is a Woman Business Enterprise (WBE) - see reverse for definition Yes_____ No_____

IF SUBCONTRACTING any portion of the service covered by this bid, the successful bidder shall demonstrate a good faith effort to seek and use TEN PERCENT (10%) Minority and FIFTEEN PERCENT (15%) Women-owned Businesses.

A. YOUR INTENT TO SUBCONTRACT. CHECK (✓) THE APPROPRIATE BOX:

☐

No work will be subcontracted. Complete Section "C" only.

☐

Some work will be subcontracted. Complete Section "B" and "C"

B. LIST SUBCONTRACTORS Engaged to do any portion of this Bid.

Check (✓) the appropriate box and give complete information.

☐

MBE

☐

WBE

☐

OTHER _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

Check (✓) the appropriate box and give complete information.

☐

MBE

☐

WBE

☐

OTHER _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

Work subcontracted: _____ Dollar Value \$ _____

C. ITEM/SERVICE BID ON: _____ BID NO.: _____

Firm Name: _____

Street Address: _____

City/State/Zip _____

For purposes of the City’s classification and reporting program, the following definitions apply:

Minority Business Enterprise (MBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. “Minority group members” are U.S. citizens who are African-American, Latin American, Native American, Asian-Pacific American and Asian-Indian American. “Ownership” by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily business operations.

Women Business Enterprise (WBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by women group members. “Ownership” by women means the business is at least 51% owned by women or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more women. Further, those women group members control the management and daily business operations.

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

DATE: _____

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts State Tax Returns and paid all Massachusetts State and City Taxes required under law.

COMPANY NAME: _____

STREET ADDRESS: _____

CITY OR TOWN: _____

STATE: _____

ZIP CODE: _____

TELEPHONE NO.: _____

FAX NO. _____

SOCIAL SECURITY OR FEDERAL IDENTIFICATION NO.: _____

AUTHORIZED SIGNATURE: _____

FAILURE TO COMPLETE THIS FORM MAY RESULT IN REJECTION OF BID AND/OR REMOVAL FROM CITY BID LIST.

RIGHT TO KNOW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111f 228, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulation contained in 441 CMR S21-05. Failure to submit a MSDS and/or labels on each container will place the vendor in noncompliance with the purchase order and/or contract. Failure to furnish MSDS's and/or labels on each container may result in Civil or Criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 1.1F or M.G.L. are cautioned to obtain and read the law and rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834 for \$2.00 plus \$.65 postage. In addition, copy of "Right to Know" law is available in Purchasing Department for review.

WAGE THEFT PREVENTION CERTIFICATION

By the Revised Ordinances, Chapter 2, Section 39, the city of Worcester has established requirements for certain contracts in an effort to prevent wage theft. Prospective contractors must provide the following certification and disclosures with their bids/proposals. The City will not award a contract without receipt of this completed certification.

INSTRUCTIONS: A prospective contractor shall **(a)** check Box 1 *OR* Box 2, as applicable, **(b)** check Boxes 3-5, **(c)** sign this form certifying compliance with the Wage Theft Prevention Ordinance, and **(d)** submit the completed form with its bid/proposal. For multi-year contracts, the successful bidder/proposer shall submit the completed form annually to the Purchasing Director.

Pursuant to the Wage Theft Prevention Ordinance, successful bidders/proposals shall post in conspicuous places the Mass. Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, Sec. 151, and the Fair Labor Standards Act (FLSA). The notice may be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

ALL BIDDERS/PROPOSERS MUST CERTIFY THAT [check either Box 1 or Box 2, as applicable]

1. ☐ Neither this vendor/contractor nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This vendor/contractor, or a prospective subcontractor, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission. The firm shall provide a copy of the same with the bid/proposal.

ALL BIDDERS/PROPOSERS MUST CERTIFY EACH OF THE FOLLOWING

3. ☐ Within five (5) days of receiving notice, the vendor/contractor shall report and provide a copy of any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract provide the same to the Purchasing Director.

4. ☐ A vendor/contractor awarded a contract that has disclosed under paragraph 3 above shall, upon request, furnish monthly certified payrolls for the City contract as the Purchasing Director instructs and shall, at the discretion of the Purchasing Director, obtain a wage/payment bond or other suitable insurance as required by the Wage Theft Prevention Ordinance. Vendors/contractors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. ☐ The contractor shall post notices provided by the City in conspicuous places informing employees of the protections of the Wage Theft Prevention Ordinance, and applicable local, state and federal law.

The undersigned certifies under the pains and penalties of perjury that the contractor is in compliance and agrees to remain in compliance with the provisions of the Wage Theft Prevention Ordinance for the term of its contract with the City.

Signed:

Print Name & Title

Company Name

Date