

Commissioners

MARISEL A. HERNANDEZ, *Chairwoman*
WILLIAM J. KRESSE, *Commissioner/Secretary*
JONATHAN T. SWAIN, *Commissioner*
LANCE GOUGH, *Executive Director*



INVITATION FOR BIDS

Title: Printing/Mailing for February 2020 Household Pre-Election Mailing

Date Invitation Issued: Thursday, January 9, 2020

Bid Deposit: Not Required

Questions and Answers Due: Tuesday, January 14, 2020 no later than noon Central Time

Reply Response Issued: Thursday, January 16, 2020

Date Bids Due: Friday, January 24, 2020 at 10:00 A.M. Central Time

Bid Opening: Friday, January 24, 2020 at 10:00 A.M. Central Time at Chicago Board of Election Commissioners, 69 West Washington Street, Suite 800 Chicago, Illinois 60602

Performance Bond: Not Required

Respond to: Chicago Board of Election Commissioners
Purchasing Agent, Purchasing Department
69 West Washington Street, Suite 800
Chicago, IL 60602

Commissioners

Marisel A. Hernandez, Chairwoman

William J. Kresse, Commissioner/Secretary

Jonathan T. Swain, Commissioner

Executive Director

Lance Gough, Executive Director

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1. General Invitation.

The Board of Election Commissioners for the City of Chicago is inviting Bids for the **Printing & Mailing for February 2020 Household Pre-Election Mailing** as described below under Statement of Work; Specifications.

Sealed Bids will be received by the Purchasing Agent for the Board of Election Commissioners for the City of Chicago in accordance with this Invitation for Bids.

2. Introduction; Background.

The Board of Election Commissioners for the City of Chicago (the “Board”) is an independent governmental entity created under Article 6 of the Illinois Election Code (10 ILCS 5/6-1, *et seq.*) and is charged with registering voters and conducting all elections in the City of Chicago. The Board is comprised of three (3) members, each of whom is designated as an Election Commissioner. The Commissioners are appointed by the Circuit Court of Cook County, Illinois. Presently, the Commissioners are Marisel A. Hernandez, who serves as the Chair, William J. Kresse, who serves as Commissioner/Secretary, and Jonathan T. Swain. The Board’s Executive Director is Lance Gough, who manages the Board’s offices and day-to-day operations.

The Board serves approximately 1.5 million voters in the City of Chicago.

3. Standard Terms and Conditions.

3.1. Definitions and Terms:

“Bid” means an offer, submitted in response to an invitation for Bids, to perform a contract, at a fixed price, on the terms and conditions specified in the invitation for Bids.

“Bidder” means a person or entity submitting a Bid.

“Board” means the Board of Election Commissioners for the City of Chicago.

“Commissioner” means a Commissioner of the Board.

“Contract” means a contract for the supply of goods or services, but does not include a contract for public works, construction, or professional services such as contracts with attorneys, accountants, consultants, and public relations firms.

“Contractor” means a person having a contract with the Board or seeking to enter into a contract with the Board and includes Bidders and Proposers.

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“Executive Director” means the Executive Director of the Board.

“Invitation for Bids” means this document and the process utilized for soliciting Bids that set forth the description of the goods or services to be provided and all of the terms and conditions (other than price) of the contract.

“Office” refers to the Board’s central office located at 69 West Washington Street, Suites 600/800, Chicago, Illinois 60602.

“Person” means an individual or a corporation, partnership, joint venture, limited liability company, sole proprietorship, or other legal entity, but does not include any unit of federal, state or local government or their respective employees acting within the scope of their employment.

“Professional and artistic services” means those services provided under contract to the Board by a person or business, acting as an independent contractor, qualified by education, experience and technical ability.

“Proposal” means an offer, submitted in response to a request for proposals, to perform a contract on terms and conditions to be agreed upon by the Board and the proposer.

“Proposer” means a person submitting a proposal.

“Purchasing Agent” means the Purchasing Agent of the Board and includes the Purchasing Agent’s authorized designees.

“Responsible” refers to a Bidder, proposer, or contractor that, in the determination of the Board, possesses the judgment, skill, ability, capacity, financial resources, experience, reliability, and integrity required to perform a contract.

“Responsive” refers to a Bidder, proposer, or contractor that has submitted a Bid or proposal that complies with all requirements of the invitation for Bids or the request for proposals.

“Request for Proposal” means a document utilized for soliciting proposals.

“Services” means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports or supplies that are incidental to the required performance.

“Specifications” means any description, provision or requirement pertaining to the physical or functional characteristics or of the nature of a supply, service or other item to be procured under a contract. Specifications may include a description of any requirement for inspecting, testing, or preparing a supply, service, professional or artistic service, construction or other item for delivery.

“Supplies” means all personal property, including but limited to equipment, materials, printing, and insurance, and the financing of those supplies.

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“Warehouse” refers to the Board’s central storage facility located at 1819 West Pershing Road, Chicago, Illinois.

In these specifications, instructions for Bidding and Bidding requirements are addressed to “Bidder.”

Specifications for performance under the contract awarded to a successful Bidder are addressed to “Contractor.”

3.2. Instruction to Bidders

Bidders may pick up a copy of this Invitation for Bids from the Board’s Purchasing Agent at the Board’s Office, 69 West Washington Street, Room 800, Chicago, Illinois 60602 between 9:00 a.m. and 5:00 p.m. Monday through Friday, except holidays, or bidders may request that a copy be sent by mail or electronic mail (email). A copy of the Invitation for Bids will also be posted on the Board’s web site at <http://www.chicagoelections.com>. When obtaining the Invitation for Bids, you will be asked to sign a Bidder’s Take-out Sheet indicating that Bidder has obtained from the Purchasing Agent a copy of the Invitation for Bids. The Board requests that all vendors that choose to download and print the Bid Invitation from the Board’s web site contact the Board’s Purchasing Agent to register the vendor as a prospective vendor. A record of all prospective Bidders will be maintained to allow the Purchasing Agent to inform all prospective Bidders if any addenda to the Invitation for Bids are issued.

Bidders interested in bidding on this project should read the entire document. Bidder must address all sections of this document and sign where indicated. Bidder’s signature indicates their acceptance of all terms and conditions herein. All Bids must be properly signed in order to be valid. Bidder shall be responsible for the contents of its Bid and for satisfying the requirements set forth in this Bid Invitation. Bidder will not be allowed to benefit from errors, omissions or ambiguities in the document that could have been reasonably discovered by the Bidder in the process of completing the Bid.

Bidder must fill in the prices and information being requested in the places and in the formats where indicated. All blank spaces in a Bid shall be correctly filled in and no changes shall be made in phraseology, or in the items, terms and conditions contained herein. The following provides an outline of the information to be included to demonstrate, verify and confirm the vendor’s competence and ability to provide services similar in size and scope to the services requested in this Bid Invitation. This outline is not all-inclusive and Vendor can add information as deemed appropriate. In its Bid, Vendor must provide the following:

A Bid must provide a response to each section of this Invitation for Bids and each specification therein and indicate for each whether it can satisfy such specification.

A Bid must furnish all requested prices and information. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item. All Bid prices and information must be typed or legibly written in ink. Any corrections, erasures, or other forms of alteration to prices or information must be initialed by Bidder.

Unless a Bid is expressly rejected by the Purchasing Agent, all Bids will remain in effect for ninety (90) days subsequent to the Bid opening. The Board may request that Bidders extend

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the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

Bidder may not withdraw, cancel or modify its Bid for a period of ninety (90) calendar days after the advertised closing time for the receipt of Bids. The Board reserves the right to withhold and deposit, as liquidated damages, the Bid deposit of any Bidder requesting withdrawal, cancellation or modification of its Bid prior to the expiration of this ninety-day period.

Bidder's questions regarding this Invitation for Bid are to be directed to Purchasing Agent at purchase@chicagoelections.net no later than January 14, 2020 by 12:00 p.m. Central Time. Purchasing Agent will reply by Thursday, January 16, 2020.

A detailed profile of the Bidder's capability, capacity, approach and relevant experience to demonstrate that Bidder can successfully perform any Contract under this Bid Invitation should it be awarded, including a list of references.

A description of which portion(s) of the work will be subcontracted out, if any, and the names and addresses of potential Subcontractors and the expected amount or percentage of amount each Subcontractor will receive under an award or contract. The Board reserves the right to accept or reject any Subcontractor if in the Board's sole opinion it is in the best interests of the Board.

A description of the Bidder's commitment to address and comply with the City of Chicago's Minority Business Enterprise and Women Business Enterprise procurement programs and ordinances. Bidder is encouraged to abide by the spirit of the City of Chicago's Minority Business Enterprise and Women Business Enterprise Procurement Program Ordinance, and attempts to fulfill the spirit of that ordinance should be identified in any Bids submitted to the Board.

A written disclosure advising of any pending or imminent litigation against Bidder that may have a material effect upon Bidder's ability to provide the services.

Copies of all business and professional licenses that are required by law or are standard for the services requested.

Evidence of membership in professional organizations and/or regulatory organizations that are standard for the services.

Any deviations from these specifications must be noted on the Bid page or pages, with the exact nature of the deviation or the change noted in sufficient detail. The reasons for such deviation should also follow if not self-explanatory. Failure to note a deviation or change to any specification herein shall be deemed as an agreement by vendor to meet or exceed such specification at no additional cost or expense to the Board unless expressly stated in the Bid.

All Bids and submissions are subject to the Illinois Freedom of Information Act. Bidder must designate those portions of the Bid that contain trade secrets or other proprietary data that must remain confidential. If Bidder includes data that is not to be disclosed to the public for any purpose or used by the Board except for evaluation purposes, the Bidder must:

Mark the title page or cover of the Bid as follows:

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“This Bid includes trade secrets or other proprietary data that may or may not be disclosed outside of the Board and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Bid. For purposes of this provision, the Board will include any consultants assisting the Board in the evaluation of Bids. If, however, a Contract is awarded to vendor as a result of or in connection with the submission of this data, the Board has the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Board’s right to use information contained in the data if it is obtained from another source without restriction, nor to disclose any such information if required to do so by law or court order. The data subject to this restriction are contained in sheets (insert page numbers of other identification).”

Mark each sheet or data to be restricted with the following legend: “Use or disclosure of data contained on this sheet is subject to restriction on the title page or cover of this bid.”

A Bid must be signed. A submittal will be considered incomplete if it does bear the signature of an agent of the Bidder who is in a position to contractually bind the Bidder. If Bidder is a corporation, the President and Secretary must execute the Bid and the corporate seal must be affixed. In the event the Bid is executed by someone other than the President, attach a certified copy of that section of the corporate by-laws or other authorization by the corporation that permits the person to execute the offer for the corporation. If Bidder is a partnership, all partners must execute the Bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Board must be submitted. If Bidder is a sole proprietorship, the sole proprietor must execute the Bid.

All Bids, Bid packages and addenda must be submitted in an envelope or package clearly marked on the outside with the Bid title, Bidder’s name and address, and the Bid opening date and time. **Bidder is to furnish one (1) original and one (1) copy of their Bid.** Delivery to the Board’s Purchasing Agent must be made on or before Bid opening time. **Faxed or e-mailed Bids will not be accepted.** Use United States mail, special delivery or hand delivery. Bids must be received at the address specified in this Invitation prior to Bid opening time in order to be considered. When Bids are sent by mail or special delivery, Bidder is responsible for their delivery to the Purchasing Agent prior to Bid opening time. If the mail or delivery is delayed beyond the date and hour set for the Bid opening, Bids thus delayed will not be accepted. Entire Bid packages must be returned and no supplements, amendments, additions, or clarifications addenda will be received or accepted after Bid opening. **NO LATE BIDS WILL BE ACCEPTED.**

3.3. Bid Deposit; Return.

Bid deposit is not required for this contract.

3.4. Performance Bond

Performance bond is not required for this contract.

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3.5. Bid Opening

The Purchasing Agent and the Executive Director will jointly open all sealed bids submitted timely in response to this Invitation for Bids in the Board's Conference Room located at 69 W. Washington Street, Room 800, Chicago, Illinois, 60602, on Friday, January 24, 2020 at 10:00 A.M., Central Standard Time. All bids will be publicly opened. A record of Bids shall be prepared and will be open for public inspection after contract award.

3.6. Addenda.

The Board sends out clarifications and addenda to the Bid Documents/Proposals to entities on the Take-Out List.

There may be multiple Clarifications and/or Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Bidder/Respondent from the obligation to bid/propose according to and comply with any changed or additional terms and conditions contained in the Clarifications and/or Addenda. Each addendum is incorporated and part of the RFP/IFB documents. Addenda may include, but will not be limited to, responses to questions and requests for clarification or terms and conditions the Board anticipates will be included in a final signed contract.

Failure to acknowledge Clarifications and/or Addenda in the Bid/Proposal Documents when submitting the Bid/Proposal will render the Bid/Proposal non-responsive. Any harm to the Bidder/Respondent resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this Bid/Proposal solicitation.

3.7. Interpretation of Documents.

The interpretation of the wording of this document shall be the responsibility of the Board and that interpretation shall be final. If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, a written request for an interpretation or clarification thereof may be submitted to the Purchasing Agent. Any interpretation or clarification of the documents will be made only by a written addendum duly issued by the Purchasing Agent. A copy of such addendum will be faxed, electronically mailed, mailed or delivered to each person receiving a set of the Invitation for Bids and to such other prospective Bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective Bidder to receive a written interpretation prior to the time of the opening of the Bids will not be grounds for withdrawal of the bid. Oral explanations will not be binding.

3.8. Bid Prices.

Unless otherwise specified in this Invitation, Bid prices must be complete and, if accepted, prices must be firm for the contractual period.

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3.9. Irrevocable Offer

The submission of the Bid shall constitute an irrevocable offer that shall remain in full force and effect until the Bids received by the Board are either accepted or rejected. Bidders may be withdrawn at any time prior to the proposal opening.

3.10. Effective Term of Bid

Unless a Bid is expressly rejected by the Purchasing Agent, all Bids will remain in effect for ninety (90) days subsequent to the Bid opening. The Board may request that Bidders extend the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

Bidder may not withdraw or cancel or modify its Bid for a period of ninety (90) calendar days after the advertised closing time for the receipt of Bids. The Board reserves the right to withhold and deposit, as liquidated damages, the Bid deposit of any Bidder requesting withdrawal, cancellation or modification of its Proposal prior to the ninety (90) day period.

3.11. Contractor's Financial Statement

If requested by the Purchasing Agent, Bidder must file a "Contractor's Statement of Experience and Financial Condition" dated not earlier than the end of Bidder's last fiscal year period. The "Contractor's Statement of Experience and Financial Condition" will be kept on file as a representative statement for one year. Failure to provide a "Contractor's Statement of Experience and Financial Condition" if requested may be cause for rejection of the Bid.

BIDDER'S FINANCIAL STABILITY

Bidder must provide a copy of its audited financial statements for the last three (3) years. Bidders that are comprised of more than one entity must include financial statements for each entity. The Board will accept one complete set of financial statements on CD-ROM or USB drive instead of multiple hardcopies if the content is voluminous for the period requested, but will not accept a web link. Bidders are required to provide required financial statements in sufficient detail for the Board to assess its financial condition as part of their submission. The Board reserves the right to accept or reject any financial documentation other than the financial statements requested by this section. If Bidder is not the provider of the software solution, then Bidder should also provide a copy of the audited financial statements of the software provider.

If Bidder is unable to provide audited financial statements, Bidder shall state the reasons in its Bid and provide financial documentation in sufficient detail to enable the Board to assess Bidder's financial condition. Sufficient alternate documentation would be unaudited financial statements from those Bidders not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three (3) years. Assets/liabilities and income/expenses must be presented in adequate detail for the Board to assess the financial condition of the Bidder.

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3.12. Taxes.

The Board is exempt from all state and local sales and use taxes. Therefore, Bidder should not include any of these taxes when bidding or invoicing.

Services or materials purchased by the Board are not subject to the Federal Excise Tax. The Board's Tax Exemption Certificate number is 36-6005820.

Materials purchased by the Board are not subject to the State of Illinois Sales Tax. The Board operates under the City of Chicago's Tax Exemption Certificate, No. E9998-1874-07.

The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the Board.

3.13. Protests.

The Bidder(s) shall submit any protests or claims regarding this solicitation to the office of the Chicago Board of Election Commissioners, Purchasing Department, Attention: Purchasing Agent located at 69 West Washington Street, Room 800, and Chicago, Illinois 60602. A Protest must be filed no later than the five (5) calendar days before the due date, a pre-award protest must be filed later than ten (10) calendar days after the due date, and a post-award protest must be filed no later than ten (10) calendar days after the award of the contract.

All protests or claims must set forth the name and address of the protester, the solicitation title on the grounds for the protest or claim, and the course of action that the protesting party desires that the Purchasing Agent undertake.

3.14. Award of Contract; Notice of Award

The Contract consists of the Bid Documents. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents, which collectively comprise the Contract.

3.15. Non-Collusion.

Each Bidder shall properly complete and execute an Affidavit of Bid Submission, a copy of which is attached as Appendix 1 hereto. By submission of a Bid, Bidder and each person signing on behalf of Bidder certifies, under penalty of perjury, that to the best of their knowledge and belief, the prices in the Bid were arrived at independently without any collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other Bidder or any competitor.

Unless otherwise required by law, the prices quoted in the Bid have not been knowingly disclosed by Bidder prior to the opening, directly or indirectly, to any other Bidder, to any other competitor, or to any Commissioner, officer, employee or agent of the Board.

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No attempt has been made or will be made by Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Bidder further certifies that their Bid is made without any connection with any other person making a Bid for the same purpose, and is in all respects fair and without collusion or fraud, and that no elected official or other officer or employee or person whose salary is payable in whole or in part from the treasury of the City of Chicago or the County of Cook is directly or indirectly interested in therein, or in supplies, materials and equipment to which it relates, or in any portion of the profits thereof.

3.16. Invoices.

Upon proper performance by Contractor of its obligations under this contract, Contractor shall submit to the Board an invoice in the form prescribed by the Board certifying that the work performed was in accordance with the contract.

All invoices must be signed, dated and reference the Board's contract description, and must include the Bidder's or Contractor's mail and email addresses and telephone number. A signed work ticket, time sheets, if applicable, or any documentation requested by the Board must accompany each invoice. If a Contractor has more than one contract with the Board, separate invoices must be prepared for each contract in lieu of combining services and/or items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure and pricing must correspond to the services/ items on the accepted Price List or Proposal Pages or of the Bid Documents.

Invoices are to be directed to the Board's Finance Department, email address: finance@chicagoelections.net.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., Chicago Board of Election Commissioners (Board). The Board is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

3.17. Payments.

The Board shall approve Contractor's invoice or notify Contractor of its disapproval of Contractor's invoice within thirty (30) days of receipt. The Board will process payment within 30 calendar days after approval of Contractor's invoice and acceptance of the specified goods or services. Payments shall be based on unit prices of goods or services actually provided, except as otherwise agreed by the Board and Contractor. The Board will not be obligated to pay for any goods or services if Contractor is noncompliant with the terms and conditions of the agreement between the parties. Contractor shall have no claim against the Board for any expense not covered by the agreement between the parties.

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3.18. Correction or Re-Performance of Services

If the Contractor has failed to properly perform the Services, upon direction in writing from the Board, Contractor will promptly re-perform or correct all work or Services identified to be defective or as failing to conform to the standards set forth in the Scope of Work, whether observed before or after completion of the Services. The Contractor is responsible for all costs of correcting such defective or nonconforming Services, including costs associated with fixing any damages, re-performing the Services, and any costs required due to Contractor's inadequate performance.

3.19. Timeliness

The Contractor must provide the Services in the time-frame required in the Scope of Work. If Contractor's response and/or completion time for performance of the Services fails to meet this standard, the Purchasing Agent may declare the Contractor in default.

3.20. Delay

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Board and Purchasing Agent in writing, stating the approximate expected duration of delay. Contractor shall not be entitled to an extension of time without such prior notification and request for extension.

The Purchasing Agent and the Board will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Board and Purchasing Agent, will be final and binding.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the Board, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

3.21. No Liability for Costs.

The Board is not responsible for costs or damages incurred by vendors, subcontractors or other interested parties in connection with the bidding process, including but not limited to costs associated with preparing the Bid.

3.22. Quantities.

Any quantities shown in this Invitation for Bids are estimates only provided for Bid solicitation purposes. Such estimated quantities are not to be construed as the quantities that may be ordered, but are stated for the purpose of providing a basis on which to compute Bids. The Board reserves the right to increase or decrease quantities ordered under this contract and the Board shall be obligated to pay for only such quantities as are ordered by the Board. Contractor must furnish the quantity that may be ordered, whether more or less than the amount stated in this Bid invitation.

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3.23. Pricing.

Bidder's Bid pricing must include any/all peripheral costs, including, but not limited to, the costs of transportation, fuel, fluids, overtime, maintenance, or repair of vehicles or equipment.

3.24. Basis of Award.

The Board will award a contract after a careful consideration of the following factors:

- Comparative costs as outlined in Appendices and Exhibits;
- Total Bid amount;
- Bidder's capabilities and delivery capacity;
- Bidder's business experience and reputation;
- Past performance of the Bidder under Board contracts, if any;
- Quality of product and service and strength of warranties offered to cure defects in design, materials or workmanship;
- Compliance with insurance requirements;
- Financial stability;
- Compliance with laws, ordinances and statutes;
- Bidder's commitment to abide by the spirit of the City of Chicago's Minority Business Enterprise and Women Business Enterprise procurement programs and ordinances;
- Conflict of interest.

The Board will consider any information regarding a vendor, including information in a proposal, that may indicate any conflicts (or potential conflicts) of interest that might compromise the vendor's ability to successfully perform the proposed services or undermine the integrity of the competitive procurement process. If any vendor had provided any services for the Board in researching, consulting, advising, drafting or reviewing this Invitation for Bids or any services related to this Invitation, such vendor may be disqualified from further consideration; and,

Legal actions, if any, against vendor or any division, subsidiary or parent company of vendor.

3.25. Contract Award.

Awards will be made, if at all, to the lowest responsive and responsible Bidder meeting the specifications herein. The Board reserves the right to reject any and all Bids or portion or portions thereof when, in the Board's opinion, the best interests of the Board will be served by such action, or when any Bid or Bids are, in the Board's sole discretion, vague, incomplete,

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indefinite or nonresponsive to any particular Bid request. The Board reserves the right to refuse to award a contract to any person, firm or corporation that is in arrears or is in default to the Board, the City of Chicago or the County of Cook upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Board, the City or the County, or has failed to perform any previous contract with the Board, the City or the County. An award, if any, shall be made by the Board within 20 days after Bid opening, except that the time for making an award can be extended by the Board in its discretion if it is in the best interests of the Board to do so. If so extended, the Board will provide notice thereof to all Bidders. If Bidder disagrees with any contract provision, Bidder shall submit in writing with its proposal any exceptions to the contract and include the reasons for such exceptions. Upon award of a contract, a contract will be presented for signature and execution by the Parties.

3.26. Minimum Wage

(a) Contractor shall pay its employees no less than **\$14.10 per hour** for work performed under this Agreement and shall require any subcontractors performing work under this Agreement to pay their employees no less than **\$14.10 per hour** for work performed under this Agreement.

(b) Every July 1 after the Effective Date of this Agreement, the hourly wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor and shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made or upon termination of this Agreement or any extensions thereof.

(c) If the Board's Purchasing Agent has reason to believe that any employee has been paid less than the wage required under this Agreement, or upon receipt of a written verified complaint from such employee, the Purchasing Agent is authorized to conduct an investigation on behalf of the Board to determine whether this Section has been violated.

(d) In addition to any other penalty or remedy authorized by law or under this Agreement, any violation of this Section shall render the Agreement terminable by the Board.

(e) For purposes of this Section, "employee" means a person performing work under this Agreement who fits one or more of the following descriptions: (i) he or she works at a location that is either on Board property or at a jobsite of a Board project; (ii) he or she is paid an hourly rate for his or her work under the Agreement; (iii) he or she is paid a per piece rate for his or her work under the Agreement; or (iv) his or her work is provided to comply with a specified worker type and/or quantity provided for in the Agreement.

(f) Nothing in this Section shall be deemed to interfere with, impede, or in any way diminish the right of employees to bargain collectively with their employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of this Section. If Contractor or any subcontractor is subject to a collective bargaining agreement on the effective date of this Agreement that includes salary requirements that are different from those required by this Section, the collective bargaining agreement shall control. The requirements of this Section may be waived in a bona

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fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

3.27. Contract Period

The contract term will commence upon approval and acceptance by the Parties for a six (6) month term and will expire on July 31, 2020, unless terminated prior to this date according to the terms of the early termination or default.

3.28. Contract Renewal

The Board may extend this Contract following the expiration of the Contract term for up to two (2) times within one (1) year period or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds.

The Board will give the Contractor notice of the Board's intent to exercise its option to renew the Contract for the approaching option period.

3.29. Work Product.

Work product produced by Contractor, including but not limited to documents, reports, information, proofs, copy, artwork, negatives, duplicates, designs, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the Board. Within the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work products is not a work made for hire, the Contractor completely and without reservation assigns to the Board all rights, title, and interest in and to such portion of the work products, as well as all related copyright, patent, trade secret and other related proprietary rights therein. The Board may exercise all rights of ownership in all such work product without restriction or limitation and without further compensation to the Contractor. Ideas, concepts, methodologies, processes, inventions and tools that Contractor previously developed and brings to the Board in furtherance of the performance of the contract with the Board shall remain the property of the Contractor, provided, however, that the Contractor shall grant to the Board a nonexclusive license to use and employ such ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

3.30. Required Forms and Documents

Forms required to be included with the Bid(s) are:

- Affidavit of Proposal Submission
- Economic Disclosure Statement and Affidavit

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- Information Security and Identity Protection Policy
- Proposal Pages, Schedule of Prices
- Insurance Certificate of Coverage
- Proposal Pages, Pricing
- Addendum Acknowledgement Statement (if applicable)
- Performance Bond (if applicable)
- Financial Stability (upon request)
- Minority and Women Business Enterprise Compliance Commitment

3.31. Early Termination

The Board may terminate this Contract, in whole or in part, at any time by a notice in writing from the Board to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the Board. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the Board to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the Board's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

4. Statement of Work; Specifications.

Bids for contracts are being sought by the Board for mailings in February, weeks ahead of the March 17, 2020 Primary Election. The Contractor must print and mail a household mailing as described herein and in accordance with the terms and conditions of this specification. **Board will not accept any Bids from printing brokers.** Bids must be submitted by printers with any subcontracting to be listed in the Bid for any portions of the forms, signs or envelope printing. Any deviation from the printing specification is subject to rejection at Contractor's own expense.

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The Board will provide artwork and samples of the various pieces. All printing is to be inclusive of any reproduction cost. The Board will not accept or compensate for any production overages.

4.1. Printing Contracts.

The Board shall order and supervise all printing under this contract and shall prescribe the manner, form, style, size and arrangement of type, the spacing of lines, the width of borders and margins, and the method and material of printing.

Proofs: The Board must approve all “proofs” before the commencing of work. The Board will not pay for any unapproved printing. The Board will not pay for overruns. All paper stock must be approved by the Board.

Timeliness: Contractor shall execute, within such reasonable time as the Board may require and in a manner acceptable to such Board, all orders for printing issued to the Contractor. It shall be incumbent upon the Contractor to supply such material and appliances as are in the judgment of the Board reasonably necessary for the prompt and workmanlike execution of the work.

Lead Time: No delivery shall exceed thirty (30) days after receipt of order, with due consideration given to size of order and any delay by the Board. The Contractor must notify the Board at the receipt of the purchase order if he cannot meet the thirty (30) day delivery requirement. If Contractor cannot meet the thirty (30) day delivery requirement, the Board then has the right to place the work elsewhere.

Standard Orders must be delivered within ten (10) business days after receipt of notification of proof approval. **Rush Orders** must be delivered within three to five (3-5) calendar days after receipt of notification of proof approval. Contractor may be required to deliver on weekends or holidays during an Election.

Delivery: All matter which may be ordered printed shall be delivered to the Contractor with as little delay as possible, and the Contractor who is bound by this contract to print the same shall not be held accountable for any delay occasioned by the want of copy. Any and all transportation charges for delivery of work and materials shall be borne by the Contractor.

Delivery Destinations: US Postal Service, per the programming or trucking services in order to perform Sectional Center Facility (SCF) breakdowns/deliveries of the mailings to achieve postage savings for the Election Board.

Workmanship: All workmanship and printing shall be first class quality. Poor quality or failure to follow the directions and specifications of the Board will constitute sufficient basis for the rejection of work. The decision of the Board is final.

Quality: In the event work is rejected due to Contractor error or poor quality, he shall promptly reprint the job without additional charge, furnishing at his own cost, charge and expense all necessary printing paper or other material or work therefor.

Ink: The best quality of printing ink suitable for the character of work being executed shall be used in the presswork. The Board reserves the right to pass final judgment on the quality or grade of ink to be used on any work.

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Printing Paper: Paper for the printing of materials covered by this contract will generally be furnished by the Contractor in standard sizes, except where noted in the detailed specifications of the order. The Board will, from time to time, provide such other types and sizes of paper as may be required for a specific order or group of orders.

Back Orders: The Contractor must notify the Purchasing Agent in writing and indicate on packaging slip of a backorder. If the backorder is not shipped within ten (10) business days of notification, the Board will have the option to cancel the backorder at no additional cost to the Board. If an order is short shipped, the Board will have the option to refuse the order at no additional cost to the Board or will accept the shipment and notify the Contractor of the shortage. The Contractor must either ship the balance of the shortage or issue a credit mem to the Board.

Subcontracting/Assignments: This contract cannot be assigned in whole or in part without consent of the Board. All work under this contract shall be performed on the premises of the Contractor, unless the Contractor seeks and obtains the written consent of the Board for subcontracting of specific work which must be performed by a subcontractor, but no additional charge can be made for such work. **PRINT BROKERS ARE NOT ELIGIBLE TO BID ON THIS JOB.**

4.2. Inspection of Premises.

Contractor shall permit access to and inspection of its premises by authorized representatives of the Board at such reasonable times as the Board deems necessary.

4.3. Performance of the Services

Standard of Performance

Contractor shall perform the Services with that degree of skill and care required to satisfactorily meet the requirements as set forth in the Detailed Specifications and to the satisfaction of the Purchasing Agent. The Contractor will, at all times, act in the best interest of the Board.

4.4. Quality of Materials and Inspection

The Board will have a right to inspect any material to be used in performance of the Services for this Contract.

The Board is not responsible for the availability of any materials or equipment required under this Contract.

The Contractor is responsible for the meeting the contractual obligations and standards regarding the quality of all materials, components, or services performed under this Contract up to the time of final acceptance by the Board.

Non-compliant materials, components, or Services may be rejected by the Purchasing Agent and must be replaced or re-performed by the Contractor at no cost to the Board.

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The Board shall provide written notice to the Contractor indicating the time period in which Contractor must, at its sole expense, remove from the Board's premises any materials or components rejected by the Board.

Any and all labor and materials that may be required to correct or replace damaged, defective or non-conforming products or services must be provided by the Contractor at no cost to the Board. The Contractor must correct or replace the incorrect, damaged or defective or non-conforming goods or services within seven (7) business days of the return unless otherwise provided in the Detailed Specifications. The Board will not be subject to restocking charges.

Failure to correct or replace unacceptable goods or services, or repeated delivery of unacceptable goods or services, may be an event of default under this Contract.

4.5. Manufacturer's Warranty and Product Information

If in performance of the Services, the Contractor provides any goods, the Contractor must have, and must demonstrate upon request, that it has authorization to transfer product warranties to the Board. The Contractor is required to provide and transfer all documentation issued by the manufacturer for the products to be provided under this Contract. This includes the manufacturer's genuine parts/product information, recall notices, manuals, licenses, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.).

The Contractor must provide the original product warranty and related services for the goods provided under this Contract in accordance with the standard warranty regularly supplied.

4.6. Contractor's Warranties

If in performance of the Services, the Contractor provides any goods, the Contractor warrants that the title to the goods to be provided under this Contract is good and its transfer is rightful, and that the goods will be delivered free from any security interest or other encumbrance of which Contractor has not informed the Board.

The Contractor expressly warrants that all goods shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date they are ordered. In addition to all warranties that may be prescribed by law, the goods shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Contractor also warrants that, except where the goods are produced pursuant to detailed designs furnished by the Board, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to Board, its successors, assigns, customers, and to users of the goods.

At a minimum, the Contractor hereby warrants for a period of at least one year from the date of final acceptance by the Board, that it will, at its own expense and without any cost to the Board, replace all defective parts that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with the Contract Documents. The warranty period will commence on the first day the individual item is placed in service by the Board. The Board may revoke acceptance if the materials, goods, or components are later discovered not to be in conformance with this Contract.

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For any construction work included in the Services, the Contractor's Warranty means the Contractor's representation as to the character and quality of the Services in accordance with the terms and conditions of the Contract Documents, and the Contractor's promise to repair and replace the work not in conformance with such representations. Without limiting the scope or duration of any Manufacturer's Warranty provided for specific parts of the work, all work furnished under this Contract is guaranteed by Contractor against defective materials and workmanship, improper installation or performance, and non-compliance with the Contract Documents for a period of one year. Unless otherwise specified, the one-year period will begin on the date of final acceptance by the Commissioner.

However, if at any time beyond the one-year Contractor's Warranty period, a latent defect in the work is discovered, the Contractor shall be responsible for re-performance, payment of damages, or such other remedy as deemed appropriate by the Board.

4.7. Correction or Re-Performance of Services

If the Contractor has failed to properly perform the Services, upon direction in writing from the Commissioner, Contractor will promptly re-perform or correct all work or Services identified to be defective or as failing to conform to the standards set forth in the Contract Documents, whether observed before or after completion of the Services. The Contractor is responsible for all costs of correcting such defective or nonconforming Services, including costs associated with fixing any damages, re-performing the Services, and any costs required due to Contractor's inadequate performance.

4.8. Delays & Remedies.

If in the opinion of the Board a Contractor has failed, refused or neglected to complete a particular order or orders within the specified date, which shall be reasonable, the Contractor shall deliver the printer's copy of the order to the Board. The Board will make reasonable effort to place the work elsewhere at Contractor's cost. The Contractor's charge for that portion of the work satisfactorily completed by him will be approved by the Board. In the event the cost incurred by reassigning the work elsewhere is in excess of the cost of the entire order, over and above the cost under the contract, then that excess amount shall be charged against the Contractor. The Board may offset such excess charges against any amounts due or to become due and/or against the bond of the Contractor.

The Board reserves the right to direct work for a temporary period to a supplier other than the contract holder, with no penalty to the Contractor, when in the opinion of the Board, the temporary volume of work is in excess of the capabilities of the Contractor. It is the responsibility of the Contractor to notify the Board within a reasonable time when the Contractor is unable to meet normal delivery requirements set by the Board. If the Contractor is of the opinion that the scheduled workload of printing under this contract is temporarily excessive in relation to his ability to produce the work on schedule, he may apply to the Board, requesting that some of the work ordinarily under this contract be obtained by the Board elsewhere. If the Board agrees that such a temporary situation exists, it may separately obtain the agreed upon excess through other sources. The Board will contract for the excess work in conformance with its rules and regulations and the laws applicable to the purchase. The Contractor shall have no say or influence as to how

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or from whom the excess work is obtained. The Contractor shall receive no benefit from the purchases made at less than contract prices. The Contractor shall be charged for and shall pay promptly the amount by which the total of any order placed elsewhere under these provisions exceeds the amount of the total order, had it been placed under the contract. The Contractor shall specify the temporary period during which these provisions apply in his original application for relief or he must give ample notice when such a temporary period has elapsed.

4.9. Contract Award

Awards will be made, if at all, to the lowest responsive and responsible Bidder meeting the specifications herein. The Board reserves the right to reject any and all Bids or portion or portions thereof when, in the Board's opinion, the best interests of the Board will be served by such action, or when any Bid or Bids are, in the Board's sole discretion, vague, incomplete or indefinite.

The Board reserves the right to refuse to award a contract to any person, firm or corporation that is in arrears or is in default to the Board, the City of Chicago, or the County of Cook upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Board, the City or the County, or has failed to perform any previous contract with the Board, the City of Chicago or the County of Cook.

An award, if any, shall be made by the Board within 20 days after Bid opening, except that the time for making an award can be extended by the Board in its discretion if it is in the best interests of the Board to do so. If so extended, the Board will provide notice thereof to all Bidders. If Vendor disagrees with any contract provision, Vendor shall submit in writing with its proposal any exceptions to the contract and include the reasons for such exceptions. Upon award of a contract, a contract will be presented for signature and execution by the parties.

4.10. Economic/Quantity Adjustment Clause.

Prices quoted may not be changed during the life of the contract except:

If a general increase or decrease occurs in the paper industry, the prices may be adjusted upon presentation of such change and acceptance of same. Request for such change shall be in writing and must be received not less than thirty (30) days prior to the effective date. No such change shall be accepted during the first 90 days of the contract. Increases shall only affect orders placed after the change has been requested. Satisfactory proof of mill price shall be submitted by vendor upon request and shall be in the form of a letter from the supplier with price per cwt prior to increase and adjusted price. A greater percent of Contractor markup over the original quote will not be allowed on any request for increase.

If the Board orders an item listed in Appendix I in a quantity that is at least 20% greater than or 20% less than the quantity listed for that item in Appendix 5, the Contractor and the Board may adjust the price upon good-faith negotiations and allowances for film, plates and related set-up costs and/or transportation.

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4.11. Estimated Quantities/Level of Service.

Any quantities or level of usage shown herein are estimated for the initial Contract term and may fluctuate by up to 20% from the quantities listed in Appendix 5, and Contractor will be expected to abide by the Bid price for that item in Appendix 5. The Board reserves the right to increase or decrease the quantities or level of Services required under this Contract. Nothing herein will be construed as intent on the part of the Board to contract for any Services other than those determined by the Board to be necessary to meet its needs.

The Board will only be obligated to pay for such Services as are from time to time requested, performed, and issued by the Board.

4.12. Work In Progress

Any Services in progress at the termination date of the Contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor be relieved of its obligations under this Contract until all Services requested prior to the expiration of the Contract has been completed and accepted by the Board under this Contract until all Services requested prior to the expiration of the Contract has been completed and accepted by the Board.

4.13. Compensation.

The Services will be provided at the prices listed and accepted by the Board based upon the Contractor's Bid. Adjustments to prices will be as stated in 3.4 Economic/Quantity Adjustment Clause.

5. Minority and Women-Owned Business Enterprises.

Vendor's commitment to abide by the spirit of the City of Chicago's Minority Business Enterprise and Women Business Enterprise procurement programs and ordinances. Vendor is encouraged to abide by the spirit of the City of Chicago's Minority Business Enterprise and Women Business Enterprise Procurement Program Ordinance, and attempts to fulfill the spirit of that ordinance should be identified in any proposals or proposal submitted to the Board. Such efforts will be taken into account by the Board in awarding contracts pursuant to this Invitation for Bids.

6. Confidentiality.

Except as expressly and unambiguously permitted hereunder, Vendor and the Board shall hold in confidence and not use or disclose any materials or information disclosed by the other party that are confidential or proprietary, or which may be reasonably regarded as the confidential information of the other party ("Confidential Information"). Each party shall treat the other party's Confidential

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Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of its own Confidential Information, but in no event less than reasonable care. Confidential Information will not include any materials or information that the recipient can prove (i) is now, or later becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (ii) is known by the receiving party at the time of disclosure as evidenced by its records; (iii) is furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party; (v) is the subject of a written permission to disclose provided by the disclosing party; or (vi) is disclosed in response to a valid order of a court or other governmental body.

To ensure that the Boards' Confidential Information, information assets and technology are secure from unauthorized access, misuse, disclosure, degradation or destruction, and to prevent unauthorized or unlawful disclosure of personal and private information, the Board has adopted an "Information Security and Identity Protection Policy", a copy of which is attached hereto as Appendix 3. Vendor and each of Vendor's employees, temporary workers, sub-contractors, or agents having access to the Board's information assets must sign a Confidentiality and Acceptable Use Agreement, which is included in Appendix 3, and must abide by the Board's Information Security and Identity Protection Policy.

7. Economic Disclosures.

Bidder or each joint venture partner, if applicable, must complete the appropriate sections of the "Economic Disclosure Statement and Affidavit," or "Affidavit," a copy of which is attached as Appendix 2 hereto, certifying that Bidder or each joint venture partner, its agents, employees, officers, or any subcontractors (i) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the Board, the City of Chicago, the County of Cook, the State of Illinois, or any agency of the federal government or any State or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities; (ii) do not owe any debts to the Board, the City of Chicago, the County of Cook or to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (iii) are not presently debarred or suspended from submitting Bids under any laws, ordinances or rules of any jurisdiction in the State Illinois. For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of any responsible official thereof, the business entity shall be chargeable with the conduct.

8. Insurance

Contractor must provide and maintain at Contractor's own expense, until completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the contract.

Insurance to be provided:

Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all and police who are to provide a service under this contract and Employers Liability coverage with limits of not less than \$500,000.00 each accident, illness, or disease.

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Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000.00 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Board is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000.00 with the same terms herein.

Automobile liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000.00 per occurrence for bodily injury and property damage. The Board is to be named as an additional insured on a primary, noncontributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000.00 with the same terms herein

Property

Contractor is responsible for any loss or damage caused by Contractor or its subcontractors to Board property at replacement cost resulting from this contract. Contractor is responsible for any loss or damage to any property used by the Board as a polling place (whether a precinct polling place or Early Voting polling place) caused by Contractor or its subcontractors during the delivery or return pick up of Board property at any polling place prior to, on or after election day or day of early voting. Contractor is responsible for all loss or damage to personal property (including vehicles, equipment, materials, tools and supplies) owned, rented or used by Contractor.

Additional Requirements

Contractor must furnish the Board original Certificates of Insurance, or such similar evidence, to be in force on the date of this contract and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this contract. Contractor must submit evidence of insurance on the form attached (See Appendix D) or equivalent prior to contract award. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this contract have been fully met or that the insurance policies indicated on the certificate are in compliance withal contract requirements. The failure of the Board to obtain certificates or other insurance evidence from Contractor is not a waiver by the Board of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers all the contrary provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance in specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the contract and a default thereof, and the Board retains the right to stop work until proper evidence of insurance is provided, or the contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the Board in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

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Contractor hereby waives and agrees to require its insurers to waive their rights of subrogation against the Board, its employees, officers, agents or representatives.

The coverages and limits furnished by Contractor in no way limit Contractor's liabilities and responsibilities specified within the contract or by law.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this contract or any limitation placed on the indemnity in this contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this contract.

If Contractor or any of its subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

-- End of document --

APPENDICES

APPENDIX 1

AFFIDAVIT OF PROPOSAL SUBMISSION

APPENDIX 2

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

APPENDIX 3

INFORMATION SECURITY AND IDENTITY PROTECTION POLICY

APPENDIX 4

PROPOSAL PAGES AND BIDDER'S PROPOSED CONTRACT

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EXHIBIT I

DETAILED SPECIFICATIONS, PROPOSAL PAGES, AND SAMPLES

APPENDIX 1

Affidavit of Proposal Submission

The undersigned hereby acknowledges having received and reviewed the RFP and the general conditions, special conditions and specifications herein, and affirms that Proposer shall be bound by all of the terms and conditions contained in said documents, regardless of whether a complete set thereof is attached with this proposal, except only to the extent that Proposer has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned, being duly sworn, deposes and says on oath that no disclosures of ownership interest have been withheld and that the information provided herein to the best of its knowledge is current, the prices in the proposal have been arrived at independently without any collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other proposer or any competitor; and unless otherwise required by law, the prices which had been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the opening, directly or indirectly, to any other proposer, to any other competitor, or to any Commissioner, officer, employee or agent of the Board.

Further, the undersigned states on oath that no attempt has been made or will be made by Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal.

This proposal, together with all certifications and disclosures, is submitted this _____ day of _____, 20____.

FULL BUSINESS NAME OF PROPOSER: _____

BUSINESS ADDRESS: _____

SIGNATURE OF PROPOSER OR AUTHORIZED PERSON(S)* TITLE

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• Note: If this proposal is submitted on behalf of a corporation, then this instrument must be signed by the President of the corporation or such other person authorized by the corporate by-laws or resolutions of the board of directors to bind the corporation (attach a certified copy of appropriate section of by-laws or resolution). This signed instrument must be attested to by the corporation’s secretary.

• If this proposal is submitted on behalf of a partnership, all partners must sign this instrument, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority must be submitted.

Subscribed and sworn to before me by each of the foregoing individuals this _____ day of _____, 20____.

Notary Public Signature {Seal}

COMPLETE IF SUBMITTED AND SIGNED BY CORPORATION:

**ATTEST: _____
Corporate Secretary Signature

{Affix Corporate Seal}

The attached instrument was acknowledged before me on this _____ day of _____, 20____, by _____ as President (or other authorized officer) and by _____ as Secretary of _____ (Corporation Name)

Notary Public Signature {Seal}

APPENDIX 2

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT CHICAGO BOARD OF ELECTION COMMISSIONERS

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this Statement. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this Statement is:

- 1. the Applicant OR
- 2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest OR
- 3. a specified legal entity with a right of control (see Section II.B.2.) State the legal name of the entity in which Disclosing Party holds a right of control.

B. Business address of Disclosing Party: _____

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C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person: _____

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this Statement pertains:

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation |
| | also a 501(c) (3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note B.2. below _____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

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Name

Title

2. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit a Statement on its own behalf.

Name

Title

3. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

Name

Business Address

Percentage Interest in
the Disclosing Party

SECTION III -- BUSINESS RELATIONSHIPS WITH BOARD OFFICIALS

Has the Disclosing Party had a "business relationship" with any Board official in the 12 months before the date this Statement is signed? "Business relationship" shall refer to any contractual or other private business dealing between the Disclosing Party and a Board official, or his or her spouse or domestic partner, or of any entity in which a Board official or his or her spouse or domestic partner has a financial interest, which entitles the Board official to compensation or payment in the amount of \$250.00 or more in a calendar year. "Board official" means any Commissioner of the Board of Election Commissioners for the City of Chicago, the Board's Executive Director or the Board's Purchasing Agent.

Yes

No

If yes, please identify below the name(s) of such official(s) and describe such relationship(s):

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SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

“Lobbyist” means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. “Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the Board of Election Commissioners whether disclosure is required or make the disclosure.

Name Business Address Relationship to Disclosing Party Fees (indicate whether (subcontractor, attorney (indicate retained or anticipated lobbyist, etc.) estimated, whether paid or to be retained)

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V – CERTIFICATIONS

A. CERTIFICATIONS

The Disclosing Party certifies that:

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B. of this Statement:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

(b) have not, within a five-year period preceding the date of this Statement, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal,

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state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause A.1.(b) of this Section V;

(d) have not, within a five-year period preceding the date of this Statement, had one or more public transactions (federal, state or local) terminated for cause or default; and

(e) have not, within a five-year period preceding the date of this Statement, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the State of Illinois or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" or "Affiliate" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the Board, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity or Affiliate means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity, Affiliate or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity or Affiliate, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or Affiliate (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity or Affiliate of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this Statement is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

(a) bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the Board, the City of Chicago, the County of Cook, the State of Illinois, or any agency of the federal government or of any

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state or local government in the United States of America, in that officer's or employee's official capacity;

(b) agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

(c) made an admission of such conduct described in (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct.

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. If the Disclosing Party is unable to certify to any of the above statements in this Section, the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this Statement, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this Statement that the Board may investigate the creditworthiness of some or all of the persons or entities named in this Statement.

B. The certifications, disclosures, and acknowledgments contained in this Statement will become part of any contract or other agreement between the Applicant and the Board in connection with the Matter, whether procurement, Board assistance, or other Board action, and are material inducements to the Board's execution of any

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contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this Statement is based.

C. If the Board determines that any information provided in this Statement is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the Board may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the Board.

D. It is the Board's policy to make this document available to the public upon request. Some or all of the information provided on this Statement and any attachments to this Statement may be made available to the public in response to a Freedom of Information Act request, or otherwise. By completing and signing this Statement, the Disclosing Party waives and releases any possible rights or claims which it may have against the Board in connection with the public release of information contained in this Statement and also authorizes the Board to verify the accuracy of any information submitted in this Statement.

E. The information provided in this Statement must be kept current. In the event of changes, the Disclosing Party must supplement this Statement up to the time the Board takes action on the Matter. If the Matter is a contract, the Disclosing Party must update this Statement as the contract requires.

The Disclosing Party represents and warrants that:

F. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party.

G. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the State of Illinois, the County of Cook or the City of Chicago. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Statement on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this Statement are true, accurate and complete as of the date furnished to the Board.

Date: _____

(Print or type name of Disclosing Party)

By: _____
(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

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Signed and sworn to before me on (date) _____, by _____,
at _____ City, County and State

Notary Public Signature

Seal

Commission expires:

APPENDIX 3

BOARD OF ELECTION COMMISSIONERS CITY OF CHICAGO

Information Security and Identity Protection Policy

I. Introduction

A. The Board of Election Commissioners (Board) intends to manage its information technology and information assets to maximize their efficient, effective, and secure use in support of the Board's business and its constituents and to prevent unauthorized or unlawful disclosure of social security numbers or other personal information.

B. This document, the Information Security and Identity Protection Policy (Policy), defines the governing principles for the secure operation and management of the information technology used, administered, and/or maintained by the Board and for the protection of the Board's information assets and individual identity.

C. Violations of the Board's Information Security and Identity Protection Policy must be reported to the Board's Executive Director.

II. Purpose

A. To define the responsibilities of the Board's officers, employees, vendors, consultants agents and others with respect to appropriate use and protection of the Board's information assets and technology.

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B. To ensure that the Board's information assets and technology are secure from unauthorized access, misuse, disclosure, degradation, or destruction.

III. Scope

A. This Information Security and Identity Protection Policy applies to the Board of Election Commissioners and its officers, employees, temporary employees, interns, vendors, consultants, contractors and agents thereof-- collectively referred to as "User(s)". The principles set forth in this Policy are applicable to all information technology and assets, in all formats, used by the Board.

B. This Policy does not create any rights, constitute a contract, or contain the terms of any employment contract or other contract between the Board of Election Commissioners, any employee or applicant for employment, or any other person. Rather, this Policy details certain purposes, procedures, guidelines, responsibilities, and other matters the Board of Election Commissioners deems relevant to its management of information assets. The Board reserves the right to amend this Policy or any part or provision of it.

IV. Definitions

Please familiarize yourself with the definitions in appendix A as part of your understanding of this Policy.

V. Organizing Information Security

A. Information Security. The Department of Electronic Voting Systems is responsible for designing, implementing and maintaining a Board-wide information security program -- in conjunction with other departments -- and for assisting all Board departments in implementing and maintaining information management practices at their respective locations.

B. Confidentiality Agreements. Employees, consultants, contractors or other persons who use the Board's information technology are required to read, understand, and agree to the Board's Confidentiality and Acceptable Use Agreement regarding their responsibilities and conduct related to the protection of the Board's information assets and technology.

C. Third Parties. The Board often utilizes third parties in support of delivering business services. When, as a result, these arrangements extend the Board's information technology enterprise or business processes into the third parties' computing environments -- for example, in cases of Application Service Providers (ASPs) -- the third parties must abide by this Policy, as applicable, unless specific additional provisions have been established through contractual agreements.

VI. Asset Management

A. Information Classification. The Board's information, whether in electronic or physical form, can be categorized into three classifications. Due care must be taken to protect the Board's information assets in accordance with the three classifications, as described within this Policy.

1. Confidential. Sensitive personally identifiable information (PII) used for business purposes within the Board which, if disclosed through unauthorized means, could adversely affect registered voters and the Board's personnel, including employees and constituents, and could have legal, statutory, or regulatory repercussions. Examples include: information exempt from disclosure under the Illinois Freedom of Information Act ("FOIA"), information protected from disclosure under the federal Health Insurance Portability and Accountability Act ("HIPAA"), other personnel information including Social Security numbers, driver's license numbers, State

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identification card numbers, telephone numbers and personal financial information protected by the Illinois Personal Information Protection Act (“PIPA”).

2. Internal. Information related to the Board's business that if disclosed, accessed, modified or destroyed by unauthorized means, could have limited or significant financial or operational impact on the Board. Examples include: strategic plans, vendors' proprietary information, and responses to Requests for Proposals (RFPs), information protected by intergovernmental non-disclosure agreements or other non-disclosure agreements, and design documents. Other information related to the Board's information technology that is considered Internal includes dial-up modem phone numbers and access point Internet Protocol (IP) addresses.

3. Public. Information intended for unrestricted public disclosure in the course of the Board's business. Examples include: certain voter registration information data, certain election information and records, forms, press releases, public information materials, and competitive bid and employment advertisements.

B. Responsibility for Assets

1. Ownership of Assets. All information stored and processed over the Board's technology systems is the property of the Board. Users of the system have no expectation of privacy associated with the information they store in or send through these systems, within the limits of the federal, state and local laws and, where applicable, foreign laws.

2. Acceptable and Unacceptable Use of Assets

a. To effectively conduct the Board's business and operations, the Board makes available to authorized employees and third parties various information technology resources, including e-mail, the Board's Intranet, the Internet, and other communication and productivity tools. Use of these resources is intended for business purposes in accordance with Users' job functions and responsibilities, with limited personal use permitted only in accordance with the Board's personnel rules, this policy, and other applicable Board policies. The limited personal use of information technology resources is not permissible if it creates a non-negligible expense to the Board, consumes excessive time, or violates departmental policy. The privilege of limited personal use may be revoked or limited at any time by the Board or department officials.

b. Users must not allow any consultant, visitor, friend, family member, customer, vendor or other unauthorized person to use their network account, e-mail address or other Board-provided computer facilities. Users are responsible for the activities performed by and associated with the accounts assigned to them by the Board.

c. No User may use Board-provided Internet or Intranet access or the Board's Confidential, Internal or Public information to solicit or conduct any personal commercial activity or for personal gain or profit or non-Board approved solicitation.

d. Users must not make statements on behalf of the Board or disclose Confidential or Internal Board information unless expressly authorized in writing by their Department Management. This includes Internet postings, or bulletin boards, news groups, chat rooms, or instant messaging.

e. Users must protect Confidential or Internal information being transmitted across the Internet or public networks in a manner that ensures its confidentiality and integrity between a sender and a recipient. Confidential information

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such as Social Security numbers and electronic Protected Health Information (ePHI) must be transmitted using encryption software.

f. Internal information such as email lists must not be posted to any external information source, listed in telephone directories, placed on business cards, or otherwise made available to third parties without the prior express written permission of the User's Department Management.

g. Users must not install software on the Board's network and computer resources without prior express written permission from the Department of Electronic Voting Systems. Person-to-person (P2P) applications, Voice over IP (VOIP), instant messenger (IM) applications, and remote access applications pose an especially high risk to the Board and their unauthorized use is strictly prohibited. Board business must not be conducted on any device that allows P2P communication (such as file sharing music applications) without explicit approval from the Department of Electronic Voting Systems.

h. Users must not copy, alter, modify, disassemble, or reverse engineer the Board's authorized software or other intellectual property in violation of licenses provided to or by the Board. Additionally, Users must not download, upload, or share files in violation of U.S. patent, trademark, or copyright laws. Intellectual property that is created for the Board by its employees, vendors, consultants and others is property of the Board unless otherwise agreed upon by means of third party agreements or contracts.

i. Users must not access the Internet, the Intranet or e-mail to use, upload, post, mail, display, or otherwise transmit in any manner any content, communication, or information that, among other inappropriate uses:

- i. interferes with official Board business;
- ii. is hateful, harassing, threatening, libelous or defamatory, pornographic, profane, or sexually explicit;
- iii. is deemed by the Board to offend persons based on race, ethnic heritage, national origin, sex, sexual orientation, age, physical or mental illness or disability, marital status, employment status, housing status, religion, or other characteristics that may be protected by applicable civil rights laws;
- iv. impersonates a person (living or dead), organization, business, or other entity;
- v. enables or constitutes gaming, wagering or gambling of any kind;
- vi. promotes or participates in unauthorized fundraisers;
- vii. promotes or participates in partisan political activities;
- viii. promotes or participates in unauthorized advertising of Board projects and any advertising of private projects;

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ix. compromises or degrades the performance, security, or integrity of the Board's technology resources and information assets;

x. contains a virus, logic bomb, or malicious code;

xi. Constitutes participation in chain letters, unauthorized chat rooms, unauthorized instant messaging, spamming, or any unauthorized auto-response program or service. C. Identity Protection.

1. Neither the Board nor any User may publicly post, publicly display or publicly disclose in any manner an individual's telephone number or an individual's social security number, driver's license number, or State identification card number, except for the last four digits of such numbers.

2. Social security numbers, driver's license numbers, State identification card numbers or telephone numbers, when requested from individuals registering to vote or applying to register to vote, shall be placed in a discrete location on a standardized form and such numbers shall redacted from such form if the form is required to be released as part of a public records request.

3. Neither the Board nor any User may print an individual's social security number, driver's license number, or State identification card number, except for the last four digits of such numbers, on any voter registration card or application form, or on any application for ballot.

4. Neither the Board nor any User may print an individual's social security number, driver's license number, State identification card number or telephone number, in whole or in part, on any materials that are mailed to the individual through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires it and unless enclosed in an envelope so that such numbers are not visible without the envelope having been opened.

5. Neither the Board nor any User may collect a social security number, except for the last four digits of such number, from any individual seeking to register to vote.

6. Neither the Board nor any User shall use a social security number, driver's license number, State identification number or telephone number for any purpose other than for the purpose for which it was collected.

7. The Board shall identify all Users who may have access to social security numbers, driver's license numbers, State identification card numbers or telephone numbers in the course of performing their duties.

8. The number of Users who have access to information or documents that contain social security numbers, driver's license numbers, State identification card numbers or telephone numbers shall be limited to those who actually need such access as part of their duties.

9. All Users having access to social security numbers, driver's license numbers, State identification card numbers or telephone numbers in the course of performing their duties shall be trained to protect the confidentiality of information and to understand the requirements of the law.

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10. Social security numbers, driver's license numbers, State identification card numbers or telephone numbers of individuals shall not be disclosed or made accessible to the general public or to anyone other than to the Board's officers, employees, temporary employees, interns, vendors, consultants, or contractors having been given authorized access to such data or information unless required pursuant to court order, warrant or subpoena.

11. Notwithstanding the prohibitions set forth above, social security numbers, driver's license numbers, State identification card numbers and telephone numbers may be disclosed to another governmental entity or its agents, employees, or contractors if disclosure is necessary in order for the entity to perform its duties and responsibilities and if the governmental entity and its agents, employees, and contractors maintain the confidential and exempt status of such data.

12. Documents or data containing social security numbers, driver's license numbers, State identification card numbers or telephone numbers shall be disposed of only in accordance with procedures approved by the Local Records Commission.

VII. Human Resources Security

A. Prior to Employment. All employees, consultants, and contractors and other persons designated by the Board who use the Board's information technology as part of their job function are required to sign the Board's Confidentiality and Acceptable Use Agreement.

B. During Employment

1. Information Security Awareness, Education, and Training. Security awareness begins during the hiring process and it is the responsibility of the User to remain aware of current security policies. Users should read the security reminders that are periodically distributed.

2. Disciplinary Process. Any violation of this Policy, or any part or provision hereof, may result in disciplinary action, including termination and/or civil action and/or criminal prosecution.

C. Termination or Change of Employment

1. Return of Assets. When a User leaves the Board, all Information Assets remain the property of the Board. A User must not take away such information or take away a copy of such information when he or she leaves the Board without the prior express written permission of the Board.

2. Removal of Access Rights. Upon termination of an employee or vendor, the person who requested access to technology resources must request the termination of that access using the Board's access request procedure. In the event that the requestor is not available, the responsibility is placed upon the manager of the employee or vendor. The Board may automatically disable or delete accounts where termination is suspected even if formal notification was bypassed.

VIII. Communications and Operations Management

A. Protection Against Malicious Code

1. It is the Board's policy to conduct virus scanning of its technology resources to protect them from the threat of malicious code. The Board will intercept

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and/or quarantine any networking and computer resource that poses a virus threat to its information assets.

2. All servers and workstations (networked and standalone) must have the Board's approved antivirus protection software installed, properly configured, and functioning at all times. Additionally, systems that have not been issued by the Board but that use the Board's network must also be protected by antivirus software.

3. All incoming and outgoing e-mails must be scanned for viruses.

4. Users are responsible for ensuring that software, files, and data downloaded onto the Board's workstations are properly scanned for viruses.

5. Users must conduct virus scans on all external media received or used by the Board.

6. Users must ensure that all workstations (networked and standalone) have the most current antivirus signature files loaded.

B. Back-Up

1. The Board will perform regular backups of User files stored on the Board's file servers and storage media that are centrally managed by the Department of Electronic Voting Systems. This process will be coordinated in conjunction with the Board's User departments based on their individual business needs.

2. The Board will not back up multimedia files in formats including, but not limited to, .mp3, .m4a, .m4p, .avi and .mov, except as needed for Communications Department monitoring of news-media reports, web sites, television or radio interviews and for preparation of commercials, and except as needed by the Community Services Department for preparation and editing of videos for training programs.

C. Media Handling

1. Disposal of Media. Except as otherwise provided by law or court order, electronic information maintained in a department's office may be destroyed by department staff or the Department of Electronic Voting Systems when the retention period expires, in compliance with the Board's implementation of the State of Illinois Local Records Act.

D. Monitoring

1. Monitoring System Use

a. Users should have no expectation of privacy in their use of Internet services provided by the Board. The Board reserves the right to monitor for unauthorized activity the information sent, received, processed or stored on Board-provided network and computer resources, without the consent of the creator(s) or recipient(s). This includes use of the Internet as well as the Board's e-mail and instant messaging systems.

b. All information technology administrators, technicians and any other employees who by the nature of their assignments have privileged access to networks or computer systems must obtain written approval from the Department of Electronic Voting Systems to monitor User activity.

2. Clock Synchronization. All server clocks must be synchronized in a manner approved by the Department of Electronic Voting Systems in order to provide for timely administration and accurate auditing of systems.

IX. Access Control

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A. User Access Management

1. User Account Management

a. Access to Confidential and Internal data must be made using a formal Access Request Form.

b. User accounts that have not been used for 90 days may be disabled without warning. After 180 days of inactivity, these accounts may be deleted without warning.

c. Departments must use the access request process to notify the Department of Electronic Voting Systems of a change in employment status (such as when a User takes a leave of absence, transfers departments, or is terminated). The account of a User on a leave of absence can be retained, suspended, or deleted at the discretion of the User's department.

B. User Responsibilities

1. Password Use

a. All e-mail, network, and domain accounts must be password protected. All new accounts will be created with a temporary password. The temporary password must be changed upon first use.

b. Mobile devices must be password protected; this includes but is not limited to personal digital assistants (PDA), smart phones, laptops, handhelds (e.g. Blackberries) and off-site desktops.

c. Passwords used on the Board's systems and on non-Board systems that are authorized for use must have the following characteristics unless otherwise approved by the Department of Electronic Voting Systems:

i. Passwords must be a minimum of 8 characters in length;

ii. Passwords must contain both alphabetic and numeric characters;

iii. Passwords must not be the same as the username;

iv. Passwords must not contain proper names or words taken from a dictionary;

v. Passwords must be changed at minimum every 90 days; and,

vi. Passwords used for production systems must not be the same as those used for corresponding nonproduction system such as the password used during training.

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d. Passwords must not be disclosed to anyone. All passwords are to be treated as Confidential Information.

2. Screen Savers. Use of password-protected screen savers is recommended to prohibit unauthorized system access. Screen savers should initiate after 10 minutes of inactivity. Password-protected screen savers are required on workstations that access Confidential Information such as electronic Protected Health Information. Password-protected screen savers are also required on workstations that access Internal Information if the workstation is not in an area that has restricted access.

C. Mobile Computing and Remote Access

1. Laptops, off-site computers, and mobile media that contain Confidential Information must be encrypted using an encryption technique approved by the Department of Electronic Voting Systems. Mobile media that contain Internal information must be protected using an encryption technique approved by the Department of Electronic Voting Systems, a strong logon password, or restricted physical access in order to protect the data. Examples of mobile media include flash drives, DVDs, CDs, and external hard drives.

2. Personal media devices (for example, MP3 players such as iPods) must not be used as peripheral devices on Board-issued workstations.

3. Remote access is provided by the Board as an information conduit to assist in the accomplishment of municipal duties and goals. Any other use is strictly prohibited. Requests for remote access must have a valid business reason and be approved by the Department of Electronic Voting Systems.

4. All remote access connections must be through a secure, centrally administered point of entry approved by the Board. Authorized remote access connections must be properly configured and secured according to Board-approved standards including the Board's password policy. All remote desktop protocol implementations must be authorized by the Department of Electronic Voting Systems. Remote access through unapproved entry points will be terminated when discovered.

5. Non-Board owned computer equipment used for remote access must be approved and must also comply with the Board's standards. The Board will not be responsible for maintenance, repair, upgrades or other support of non-Board owned computer equipment used to access the Board's network and computer resources through remote access services.

6. Users who utilize workstations that are shared with individuals who have not signed a Confidentiality Agreement with the Board must ensure that the Board's data is removed or deleted after each use.

X. Information Security Incident Management

A. Reporting Information Security Events and Weaknesses

1. Violations of the Board's Information Security and Identity Protection Policy or any or all parts or provisions of this Policy must be reported to Department Management or to the Department of Electronic Voting Systems.

2. Users must ensure that a representative of the Department of Electronic Voting Systems is notified immediately whenever a security incident occurs. Examples of

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security incidents include a virus outbreak, defacement of a website, interception of email, blocking of firewall ports, and theft of physical files or documents.

3. All reports of alleged violations of this Policy, or any part or provision hereof, will be investigated by the appropriate authority. During the course of an investigation, access privileges may be suspended.

XI. Compliance

A. Compliance with Legal Requirements

1. Intellectual Property Rights

a. Intellectual Property that is created for the Board by its employees is property of the Board unless otherwise agreed upon by means of third party agreements or contracts.

b. No User may transmit to, or disseminate from, the Internet any material that is protected by copyright, patent, trademark, service mark, or trade secret, unless such disclosure is properly authorized and bears the appropriate notations.

2. **Prevention of Misuse of Information Processing Facilities.** Users are prohibited from using the Board's processing facilities -- including data centers, network cabinets or closets, and other facilities housing the Board's technology equipment -- in any way that violates this Policy, or any federal, state, or municipal law.

3. **Compliance with Security Policies and Standards.** All Users must read and sign the Board's Confidentiality and Acceptable Use Agreement prior to being authorized to access the Board's information technology and information assets.

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COMMON TERMS AND DEFINITIONS

1. Computer Resources - All related peripherals, components, disk space, system memory and other items necessary to run computer systems.
2. Department Management - A supervisor, manager, director, or other employee of the Board designated by the Board or its Executive Director to be responsible for implementation of this Policy.
3. Electronic Mail (E-mail) - The transmission of messages through electronic means in a body or attachment using the Board's network or other information technology.
4. Information Assets - Information and data created, developed, processed, or stored by the Board that has value to the Board's business or operations.
5. Information Technology or Network and Computer Resources - Computer hardware and software, network hardware and software, e-mail, voice mail, video conferencing, facsimile transmission, telephone, remote access services, printers, copiers, and all other printed and electronic media.
6. Intranet - The suite of browser-based applications and HTML pages that are available for use only with access to the Board's internal network.
7. Internet - The worldwide 'network of networks' connected to each other using the IP protocol and other similar protocols. The Internet enables a variety of information management services, including, but not limited to, email, instant messaging, file transfers, file uploads, file downloads, news, and other services.
8. Internet Services - Any service in which its primary means of communication is the Internet. For example, e-mail, web browsing and file transfers.
9. Mobile Computing Devices - Mobile devices and Mobile media. Mobile data processing devices are used as business productivity tools. Examples include: laptops, personal digital assistants (PDAs), smart phones, handhelds (e.g. Blackberries), and off-site desktops. Mobile media are devices typically used to transport data. Examples include: flash drives, DVDs, CDs, and external hard drives.
10. Network - The linking of multiple computers or computer systems over wired or wireless connections.
11. P2P - Peer-to-Peer network. A network where nodes simultaneously function as both "clients" and "servers" to other nodes on the network, P2P may be used for a variety of uses, but it is typically used to share files such as audio files. Examples of P2P networks include Napster, KaZaA, and LimeWire, if a node is not properly configured, any file on the device may potentially be accessed by anyone on the network.

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12. Protected Health Information - Individually identifiable health information about an individual that relates to the past, present, or future physical or mental health or condition, provision of health care, or payment for health care.

13. Remote Access Services - A service that enables off-site access to the Board information technology and assets. Examples include the Board's telephone exchanges, internal phone switches, wireless access points (WAP), and Virtual Private Network (VPN) connections. Remote access includes, but is not limited to, dial-in modems, frame relay, ISDN, DSL, VPN, SSH, and cable modems.

14. Security Incident - An event that has an adverse impact on the confidentiality, integrity, and availability of computer systems, computer networks, electronic information assets, or physical information assets.

15. User(s) - The Board's officers, employees, temporary employees, interns, vendors, consultants, contractors, and authorized agents who utilize the Board's information assets and technology.

16. World Wide Web (WWW) - Browser-based applications and HTML pages that are available for access and use across the Internet.

ADOPTED: JULY 29, 2008

BOARD OF ELECTION COMMISSIONERS CITY OF CHICAGO

Confidentiality and Acceptable Use Agreement

PURPOSE

Information security, confidentiality, and copyright protection are matters of concern for Board of Election Commissioners for the City of Chicago (the "Board"), employees of the Board and for all other persons who have access to Board computer files, information and records, whether they are employees, vendors, consultants, or others. The Board maintains information in the form of computerized files. The Board also utilizes computer software and methodologies created internally and by third parties that may be protected by intellectual property, patent, copyright and trade secret laws. As such, the Board is contractually obligated to prevent any and all unauthorized disclosure or use of these information assets.

RECIPIENT'S OBLIGATIONS

A position of trust has been conferred upon every authorized person who, as part of their job function, comes in contact with confidential information to keep this information secure and private. Board employees, contractors and others who gain access to confidential information in the possession of or under the control of the Board are obligated to recognize and adhere to these responsibilities while on or off the job. Therefore, an employee of the Board or a person authorized to access Board data files and information agrees:

- To follow the Board's privacy and security policies, standards, and guidelines including the Information Security and Identity Protection Policy;

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- If a Board employee, to use only a Board authorized e-mail address and server when communicating with others via-email concerning matters of Board business- use of personal or private e-mail addresses to communicate regarding Board business is prohibited;
- Not to expose voters' or employees' confidential information (such as social security numbers, driver's license numbers, State identification card numbers, telephone numbers or other sensitive information) as mandated by Illinois Personal Information Protection Act;
- Not to expose health information (such as an individual's diagnosis or treatment) as protected by HIPAA privacy and security rules;
- Not to engage in or permit unauthorized use of any information in files or programs maintained by the Board;

Confidentiality and Acceptance Use Agreement

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- Not to seek to benefit personally or permit others to benefit personally through the release of confidential information which has come to him/her by virtue of their job function or assignment;
- Not to copy, alter, modify, disassemble, reverse engineer or decompile any intellectual property. Intellectual property that is created for the Board by its employees, vendors, consultants and others is property of the Board unless otherwise agreed upon by means of third party agreements or contracts.
- Not to exhibit or divulge the contents of any Board record to any person except in the conduct of his/her work assignment or in accordance with the policies of the Board;
- Not to disclose the specifics of non-public Board related business to unauthorized personnel;
- Not to remove or cause to be removed copies of any official record or report from any file from the office where it is kept except in the performance of his/her duties;
- Not to use or request others to use the Board's information technology for personal reasons beyond limited personal use as described in the Information Security and Identity Protection Policy;
- Not to conduct Board business on devices that allow P2P communication (such as music file sharing) without explicit approval from the Board;
- To password protect mobile devices issued by the Board or those authorized to connect to the Board's information technology resources. Examples include but are not limited to: personal digital assistants (PDA), smart phones, laptops, handhelds (e.g. Blackberries) and offsite desktops;
- Not to aid, abet, or act in conspiracy with another to violate any part of this

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- Confidentiality and Acceptable Use Agreement or of the Information Security and Identity Protection Policy;
- To report any violation of this Confidentiality and Acceptable Use Agreement or of the
- Information Security and Identity Protection Policy by anyone to his/her supervisor immediately.

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**THE BOARD OF ELECTION COMMISSIONERS
for the CITY OF CHICAGO**

Confidentiality and Acceptable Use Agreement

I have read, understand, and agree to follow the Board’s Confidentiality and Acceptable Use Agreement and Information Security and Identity Protection Policy regarding my responsibilities to the security and privacy of the Board's information and technology assets.

I understand that any violation of this Agreement, or of the Information Security and Identity Protection Policy may result in disciplinary action, including termination and/or civil action and/or criminal prosecution.

Employee/Recipient Signature

Date

Employee/Recipient Name (Printed)

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Company Name (Printed)
if not a Board employee

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APPENDIX 4: Insurance Certificate of Coverage

Named Insured: _____

Address: _____ IFB: Printing of Pre-Election Mailing
(Number and Street)

(City)

(State)

(Zip)

Description of Operation/Location	
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The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the Board or Elections Commissioners. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the Board of Elections Commissioners at the address shown on this Certificate. This certificate is issued to the Board of Elections Commissioners in consideration of the contract entered into with the named insured, and it is mutually understood that the Board of Elections Commissioners relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____

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Worker=s Compensation and Employer=s Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker’s compensation and professional liability, will read: The Board of Elections Commissioners is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the Board of Elections Commissioners.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the Board of Elections Commissioners.
- d) The receipt of this certificate by the Board of Elections Commissioners does not constitute agreement by the Board of Elections Commissioners that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice Certificate Holder/Additional Insured Board of Elections Commissioners, City of Chicago Procurement Department 69 West Washington, #800 Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____ Telephone _____
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EXHIBIT I

DETAILED SPECIFICATIONS

PROPOSAL PAGES

SAMPLES

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DETAILED SPECIFICATION

MAILING OF LETTERS:

Vendor shall produce a post-card-like letter that is 8.5 inches wide and 11 inches tall, with a horizontal crease so that item may be imaged and then folded, and sealed with wafer seals with final size of folded piece being 8.5 inches wide and 5.5 inches tall.

Colors and bleeds: 4 over 4 printing with capacity for full bleeds on both sides, web printing

Paper: 9-point return card stock, 92 brightness or higher.

Estimated quantity: 1,200,000

Front side:

- Election Board's return address and/or logo
- The U.S. Postal Service's "Official Election Mail" logo
- Postal indicia
- Brief phrase in a reverse to tell voter the subject of the mailing
- Address service or forwarding service language
- Appropriate space for the mailing house to image the voter's name, mailing address, city, state, ZIP and the postal ZIP+4 bar code
- Below crease: Images about the option to Vote By Mail

Back side:

- Pre-printed red and blue messages about Vote By Mail, Election Day Voting and Early Voting in English/Spanish in upper half.
- Spaces for mailing house to later image the name and address of the Election Day polling place and the names and addresses of the nearest Early Voting locations.
- Below crease: Pre-printed red and blue messages about Vote By Mail, Election Day Voting and Early Voting in Chinese/Hindi in lower half.
- Spaces for mailing house to later image the name and address of the Election Day polling place and the names and addresses of the nearest Early Voting locations.

Potential Vendors who submit bids must be able to show Election Board in-person proof of ownership of equipment and adequate staff, upon demand of the Election Board, prior to award of contract. The Election Board shall have sole discretion to determine the adequacy of equipment, ownership of equipment, and staffing. Vendor must prove ownership of adequate equipment and full-time employment of staff with the capacity to be able to deliver proofs within one business day of delivery of final design, and then complete printing of samples for Postal Service inspection within one business day after sign-off on proofs, and printing of all forms within four business days or less after receiving signoff from the Election Board after the Postal Service review.

Vendor shall be responsible for secure transportation and delivery of stock to mailing house.

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The Vendor's mailing house shall be responsible for imaging variable data (the household name, street address, city, state, ZIP and postal bar code) on the mailing area. On the same side of the form, the mailing house shall image the name of the household again and street address, plus the ward and precinct, name and street address of the correct polling place and the nearest Early Voting site(s) for that address. Election Board to supply all variable data.

Vendor's mailing house shall be responsible for preparing the forms so that the piece is folded and sealed and 8.5 inches wide X 5.5 inches tall, sealed with a tab that does not cause damage to the piece when it is opened by the voter recipient of the mail piece.

On Feb. 10, 2020, the Election Board shall deliver to the mailing house a file of approximately 1,100,000-1,200,000 name records. The mailing house then must process and deliver all finished pieces for the mailing to the US Postal Service on Feb. 24-25-26, 2020.

The Vendor's mailing house shall be responsible for performing first-class presort and prepare any and all necessary paperwork, such as NCOA and CASS reports.

Vendor's mailing house shall image the names, addresses, postal bar codes and other individual record information on one side of the each form in the designated locations in black ink.

Tabbing must not cover any printed information on the card.

Vendor's mailing house shall prepare any necessary tray tags for the U.S. Postal Service.

Vendor's mailing house shall prepare mailing so that pieces are in appropriate trays with tray tags or in keeping with U.S. Postal Service standards in effect.

Vendor's mailing house shall deliver completed mailings in good condition and in appropriate trays with any reports required by U.S. Postal Service, all in pre-sort order to cause the minimum postage expenses for the Election Board. Vendor's mailing house shall deliver to the Chicago main Post Office.

Election Board will be responsible for postage through its permit.

Vendor's mailing house must have staff and equipment capacity to be able to complete job in five business days or less after taking delivery of printer's card stock and Election Board mailing files. This capacity means having staff and equipment with ability to efficiently process at least 20,000 pieces per hour (imaging the information, cutting, folding and sealing the cards and completing all other steps necessary for the preparation and delivery of the finished pieces in acceptable presort order to the US Postal Service.) Vendor's mailing house must be able to show ownership of equipment and adequate staff upon demand of the Election Board prior to award of contract.

Vendor's mailing house shall allow for Election Board representatives to inspect all stages of the processes involved during the mail preparation.

Vendor's mailing house shall return any unused stock to the Chicago Election Board.

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Bid submissions should be made to:

Chicago Board of Election Commissioners
Purchasing Agent, Purchasing Department
69 West Washington Street, Room 800
Chicago, IL 60602

BID NOTES:

Bids must be submitted on a price-per-thousand basis for printing and imaging for one mailing. The bids must be on bidder's letterhead and include bidder's name, street address and contact information, including phone numbers, office/facility street addresses, and email addresses.

Separate from the price-per-thousand for printing and imaging for the mailing, the bidder must list prices for any programming or trucking services in order to perform Sectional Center Facility (SCF) breakdowns/deliveries of the mailings to achieve postage savings for the Election Board.

Board reserves the right to extend the award of this contract to allow for the preparation of similar mailings ahead of the Nov. 2020 General Election.

PROPOSAL PAGES

MAILINGS

ONE MAILING

\$ _____ per 1,000 ordered (to be evaluated based on possible order of 1.2 million)

MAILING Total Bid Price \$: _____

FIRST-CLASS PRESORT ASSEMBLYING & FULFILLMENT

PRESORT, ASSEMBLYING & FULFILLMENT

\$ _____ per 1,000 ordered (to be evaluated based on possible order of 1.2 million)

FIRST CLASS PRESORT, Total Bid Price \$: _____

Programming and/or trucking services in order to perform Sectional Center Facility (SCF) breakdowns/deliveries of the mailings to achieve postage savings for the Election Board

GRAND TOTAL BID \$ _____

COMMENTS: _____

**PROPOSAL PAGES
BIDDER'S FORM INFORMATION**

Printers Company Name

Mailing House Company Name

Main Contacts for Printer

Main Contacts for Mailing House

Email Information for Main Contact(s) for Printer

Email Information for Main Contact(s) for Mailing House

Mailing Addresses for Printer

Mailing Addresses for Mailing House

Phone Numbers for Printer

Phone Numbers for Mailing House

SAMPLES

Samples available upon request and available in the Board's Purchasing Department

69 West Washington Street, Suite 800, Chicago, Illinois 60602.