

Commissioners

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



INVITATION FOR BIDS

Bid Title: **Printing/Mailing of August 2019 Full Voter Canvass**

Date Invitation Issued: **Monday, July 15, 2019**

Pre-Bid Conference: None Required

Date Bids Due: **Wednesday, July 24, 2019 at 10:00 A.M. Central Time**
(Late Bids will not be accepted)

Bid Opening: **Wednesday, July 24, 2019 at 10:00 A.M. Central Time at**
Chicago Board of Election Commissioners
Purchasing Department
69 West Washington Street, Suite 800
Chicago, Illinois 60602

Bid Deposit: None Required

Performance Bond: None Required

Respond to: Chicago Board of Election Commissioners
Attn: Purchasing Department
69 West Washington Street, Room 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 Printing/Mailing of August 2019 Full Voter Canvass that involves:

- the NCOA screening of approximately 1.6 million Chicago voters' name and address records.
- printing and mailing Forwarding Service Requested pieces to the 100,000 to 200,000 expected to be identified through the NCOA screening as outdated.
- Printing and mailing two versions of Return Service Requested pieces to the remaining records that the NCOA does not indicate need address corrections.

The canvass is a mailing to each registered voter and serves as a way of verification that the voter's address is current. The specifications for this project are provided in Appendix 1, Statement of Work, Specifications & Bid Form.

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 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 Chairwoman, William J. Kresse who serves as Commissioner/Secretary, and Jonathan T. Swain. The Board's Executive Director is Lance Gough, who is in charge of the Board's offices and day-to-day operations.

For the April 2019 Election, there were approximately 1.592 million registered voters in the City of Chicago.

3. Statement of Work; Specifications

3.1 The Contractor must print and deliver the **Printing and Mailing of August 2019 Full Voter Canvass** F.O. B., Chicago Board of Election Commissioners as described herein and in accordance with the terms and conditions of this specification. Board will

not accept any subcontracting printers, all printing must be printed in house. Any deviation from the printing specification is subjected to rejection at Contractor's own expense.

The Board will provide artwork and samples of the various pieces. All printing is to inclusive of any reproduction cost. The Board will not accept or compensate for any production overages, which is at the Contractor's own expense.

3.2 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.

(a) 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.

(b) 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 him; 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.

(c) 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.

(d) 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.

(e) Delivery Destinations: Contractor is to deliver to the specified destination as directed by the Purchasing Agent or representative. Often, deliveries are to be delivered to Board's Warehouse, 1819 West Pershing Road, Chicago, IL 60609, Attention Keith Carter, and Warehouse Manager. Delivery must be made between 8:00 am through 3:30 pm, Monday through Friday except during Election. During an Election, Contractor may be required to deliver "rush order" on weekend or holiday.

Contractor shall, at his own cost and expense, deliver all work required of him by the Board to such points designated by the Board, and in such form as the Board may require.

(f) Packaging: Contractor will be required to deliver work securely wrapped and protected against damage, in packages or containers of approximately uniform sizes convenient for handling; containing equal numbers of copies whenever practicable, and plainly marked with order number, quantity, identifying form number and description of contents.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) Back Orders: The Contractor must notify the Purchasing Agent in writing and indicate on packaging slip or 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 memo to the Board.

(l) 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, but no additional charge can be made for such work. PRINT BROKERS ARE NOT ELIGIBLE TO BID ON THIS JOB.

(m) Inspection of Premises. Contractor shall permit access to and inspection of his premises by authorized representatives of the Board at such reasonable times as the Board deems necessary.

3.3 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.

(n) 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 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.

3.4 Economic Adjustment Clause

Prices quoted may not be changed during the life of the contract except that 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 successful 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 markup over original quote will not be allowed on any request for increase.

3.5 Unspecified Printing Items/Services

Any service not specifically included in the Statement of Work (“Additional Services”) may be added to this Agreement if it falls within the same general category of Services already specified in the Agreement. Over the lifetime of the Agreement, the aggregate value of the Board’s purchase of any Additional Services must not exceed ten percent (10%) of the original value of the Agreement. The Purchasing Agent will notify Contractor in writing of the Additional Services that are necessary and request a written price proposal for the Additional Services to this Agreement under the same terms and conditions of the original Agreement, then forward the documents to the Commissioners for approval. Such Additional Services may be added to the Agreement only if the prices

are competitive with current market prices and said Services are approved in writing by the Purchasing Agent and the Commissioners. The Purchasing Agent reserves the right to seek competitive pricing information on said Additional Services from other vendors and to solicit such Additional Services in a manner that serves the best interest of the Board. Any services provided by Contractor without a written approval signed by the Commissioners and the Purchasing Agent are done so entirely at Contractor's risk and, in the event Additional Services are not approved by the Commissioners and the Purchasing Agent, Contractor hereby releases the Board from any liability whatsoever to pay for such services.

3.6 Estimated Quantities/Level of Service

Any quantities or level of usage shown herein are estimated for the initial Contract term. 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.

3.7 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 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 Board and must be replaced or re-performed by the Contractor at no additional cost to the Board.

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

Any and all labor and materials which may be required to correct or replace damaged, defective or non-conforming products 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 within seven (7) business days of the return unless otherwise approved. The Board will not be subjected to restocking charges.

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

3.8 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 3.3 Economic Adjustment Clause.

4. Standard Terms and Conditions

4.1 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 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.

“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.

“Warehouse” refers to the Board’s central storage facility located at 1869 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.”

4.2 Instruction to Bidders

(a) 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 bid/proposal 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.

(b) 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 his/her/its acceptance of all terms and conditions herein. All bids must be properly signed in order to be valid. Vendor shall be responsible for the

contents of its proposal and for satisfying the requirements set forth in this Bid Invitation. Vendor will not be allowed to benefit from errors, omissions or ambiguities in the document that could have been reasonably discovered by the vendor in the process of completing the proposal.

(c) 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 proposal, Vendor must provide the following:

(i) 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.

(ii) A bid must furnish all prices and information being requested. 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.

(iii) 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.

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

(v) 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.

(vi) A description of the Vendor's commitment to address and comply with 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.

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

(viii) Copies all business and professional licenses that are required by law or standard for the services.

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

(x) If Vendor disagrees with any contract provision set forth in the proposed contract provided herewith as Appendix 1, Vendor shall submit in writing with its bid any exceptions to the contract and include the reasons for such exceptions.

(d) 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.

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

(i) Mark the title page or cover of the bid as follows:

"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 proposals. 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. The data

subject to this restriction are contained in sheets (insert page numbers of other identification)."

(ii) 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."

(f) A bid must be signed. A submittal will be considered incomplete if it does bear the signature of an agent of the Vendor who is in a position to contractually bind the Vendor. If Vendor 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 proprietorship must execute the bid.

(g) 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. 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.**

4.3 Bid Deposit; Return.

Bid deposit will be required for all competitive sealed bidding for contracts when required in the legal advertisement for bid. Bid deposit must be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in a cashier's check, money order, or certified check. All certified checks must be drawn on a bank or financial institution doing business in the United States and must be made payable to the order of the Board of Election Commissioners for the City of Chicago. **CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.** Bid deposits must be in the amount shown in the advertisement for bids or as may be prescribed herein, but not in excess of ten percent (10%) of the bid. Where the amount of the bid deposit shown in the advertisement should be more than ten percent (10%) of the bid, then the bidder must submit, in lieu of the foregoing, an amount equal to ten percent (10%) of the bid. Compliance with this provision will be determined in all cases by the Purchasing Agent.

After bids are opened, deposits will be irrevocable for the period specified herein. If a bidder is permitted to withdraw its bid before award, no action will be taken against the debtor or the bid deposit.

The bid deposit of all except the two (2) lowest bidders on each contract will be returned shortly after the bid opening. The Purchasing Agent reserves the right to hold all bid deposits, if the intent is to award multiple contracts for any requirement and/or if the two lowest responsible bidders cannot be readily determined based on price until all proposals have been evaluated.

The remaining bid deposits on each contract will be returned, with the exception of the accepted bidder, after the Purchasing Agent or the Board has awarded the contract. The bid deposit of the accepted bidder will be returned after the contract has been awarded and a satisfactory performance bond has been approved, where such bond is required.

4.4 Bid opening. The Purchasing Agent and the Executive Director will jointly open all sealed bids submitted timely in response to this Invitation to Bid in the Board's Conference Room at the location and on the date and time specified on the cover page of the "Invitation for Bids." All bids will be publicly opened and read aloud.

4.5 Pre-Bid Conference None is required for this specification.

4.6 Addenda

If it becomes necessary to revise or expand upon any part of this Invitation for Bids, an addendum will be sent to all of the prospective vendors listed on the Board's bid take-out sheet prior to the bid due date. Each addendum is incorporated and part of the bid 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.

4.7 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, or 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.

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

4.9 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.

4.10 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 City of Chicago's Tax Exemption Certificate number is 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.

4.11 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. 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.

4.12 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 services. Payments shall be based on unit prices of services actually provided, except as otherwise agreed by the Board and Contractor. The Board will not be obligated to pay for any 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.

4.13 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 his/her/its knowledge and belief. The prices in the bid had 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 bidder or any competitor; and

(b) Unless otherwise required by law, the prices which had been 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; and

(c) 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 his/her/its 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.

4.14 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.

4.15 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.

4.16 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 or before the date and time specified on the cover sheet of these specifications. All bids will be publicly opened. A record of bids shall be prepared and will be open for public inspection after contract award.

4.17 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.

4.18 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.

4.19 Basis of Award. The Board will award a contract after a careful consideration of the following factors:

- (a) Comparative unit costs by Group;
- (b) Total bid amount;
- (c) Bidder's capabilities and delivery capacity;
- (d) Business experience and reputation; and
- (e) Past performance of the Bidder under Board contracts, if any.
- (f) Quality of product and service and strength of warranties offered to cure defects in design, materials or workmanship;
- (g) Compliance with insurance requirements;
- (h) Financial stability;
- (i) Compliance with laws, ordinances and statutes;
- (j) 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.
- (k) 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.
- (l) Legal actions, if any, against vendor or any division, subsidiary or parent company of vendor.

4.20 Contract Award. Awards will be made, if at all, to the lowest responsive and responsible bidder by Group 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. A proposed contract is provided herewith as Appendix 1. 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.

4.21 Performance Bond. When required by the Purchasing Agent, the successful bidder or bidders must, within seven (7) calendar days of receipt of notice from the Board, furnish a performance bond in the full amount of the contract in such form acceptable to the Board. Receipt of a written notice from the Board to furnish a bond constitutes tentative notice of pending award and proposal acceptance. Release of the contract will be withheld pending receipt and approval of a satisfactory bond. In the event that the bidder fails to furnish a performance bond within said period of seven (7) calendar days, then the deposit of the bidder will be retained by the Board as liquidated damages and not as a penalty.

4.22 Renewal. By mutual agreement in writing, the parties may renew this contract on the same terms and conditions, two times in one-year increments.

4.23 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 right, 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.

5. Minority and Women-Owned Business Enterprise

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. Insurance

The selected Vendor must agree to procure and maintain at its own expense and in effect at all time during the term of any contract sufficient insurance satisfactory to the Board against all losses and damages arising out of the fault or negligence of Contractor, its agents and subcontractors. Such insurance shall include, at a minimum:

<u>Insurance Type</u>	<u>Limit</u>
Commercial General Liability	
General Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Workers' Compensation and Employer's Liability*	
Worker's Compensation	Statutory
Employer's Liability	
Each accident	\$500,000.00
Disease per employee	\$500,000.00
Disease annual aggregate	\$500,000.00
*Workers' Compensation / Employer's Liability policies shall be endorsed to waive the insurer's right of subrogation against the Board	
Automobile Liability** (Per Occurrence)	
Bodily Injury and Property Damage Combined	\$1,000,000.00
Uninsured Motorist	\$1,000,000.00
** Policy must provide coverage for all owned, non-owned and hired autos used in performing the services	
Umbrella Coverage***	\$1,000,000.00
*** Must be in excess of Commercial General Liability, Auto Liability and Employer's Liability and no more Restrictive than the primary coverage listed	
Professional Liability (Errors and Omissions)	\$1,000,000.00

All insurance companies must be rated A-X or better by the A.M. Best Company.

-- End of document --

PRINTING/MAILING OF AUGUST 2019 FULL VOTER CANVASS

APPENDICES

APPENDIX 1

STATEMENT OF WORK, SPECIFICATIONS & BID FORM

APPENDIX 2

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

APPENDIX 3

INFORMATION SECURITY AND IDENTITY PROTECTION POLICY

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INSURANCE CERTIFICATE OF COVERAGE

PRINTING/MAILING OF AUGUST 2019 FULL VOTER CANVASS

APPENDIX 1

Statement of Work, Specifications & Bid Form

Specifications for Printing & Mailing of August 2019 Full Voter Canvass

Printer and mailing house must coordinate bid, bid bond (if applicable), preparation and delivery of paper stock, imaging of stock with voter “name” data and all preparations for mailing. Stock must be imaged by mailing house to produce canvass notices that are properly sorted for delivery to the U.S. Postal Service. Final canvass notices and business-reply return components (on Forwarding Service Notices) shall be in compliance with all U.S. Postal Service requirements.

RETURN SERVICE REQUESTED MAILING

Estimated Mailing Quantity: 1,500,000

NOTE: There will be two versions of this letter:

- The first version, with approximately 350,000 letters, WILL NOT include a request for the voter to submit an email address.
- The second version, with approximately 1,250,000 letters, WILL include a request for the voter to submit an email address.

Paper: White 9-point uncoated paper stock, 92 brightness or better. No substitutions allowed. Printer must supply samples of paper for Board approval to confirm, in coordination with mailing house, that the paper is not too porous and not containing too much vellum for the eventual imaging of a scan-able bar code. (Designs of letter available through Board’s Purchasing Agent prior to bid opening.)

Printing colors and bleeds of notice: Four colors with duplex (front and back) imaging in black of individual voter “name” data. No bleeds.

Final canvass notice letter shall be a letter that is 11 inches in height by 8.5 inches in width, and then after imaged, folded and wafer sealed with a circular seal to be 5.5 inches in height by 8.5 inches in width. (Designs of letter available through Board’s Purchasing Agent prior to bid opening.)

Form shall include four perforations that shall allow for the easy separation of the Verification of Registration voter card.

The outer mailing portion of the piece shall include:

- Election Board’s return address and logo
- Return Service Requested notation
- The USPS’ “Official Election Mail” logo

PRINTING/MAILING OF AUGUST 2019 FULL VOTER CANVASS

- Postal indicia
- Language announcing purpose of the mailing in red and blue
- Printing in black on the back side to direct voter to return piece if recipient on the letter no longer resides at that address

Designs of mail piece available through Board's Purchasing Department prior to bid opening.

Mailing house shall perform pre-sort and ZIP+4 using the "mailing file" described in the schedule below. All original name, addresses and other district and polling place information from the "mailing file" shall be used. Please note that by law, no name or address changes or corrections can be made, except for ZIP Code corrections or to standardize the House Number, Unit or Suite or Apartment Number, or the Street Name in the voter's address. Mailing house shall generate copies of all paperwork necessary to be filed with U.S. Postal Service and provide copies of postage statements for the reports for the Board of Election Commissioners and the U.S. Postal Service.

Mailing house shall image in black ink the voter bar code where indicated in the design of the letter.

Mailing house shall image in black ink the date of the letter, the voter's full name, address, city, state, ZIP Code provided (or corrected ZIP Code), and related postal bar code, using the "mailing file" on the front side of each item. Mailing house also shall image in black ink the voter name, address, city and state, ZIP Code (or corrected ZIP Code) and voting district information on Verification of Registration card where indicated in the design of the letter.

Mailing house shall cleanly cut each form and take all other steps necessary to prepare the forms for mailing and loading into trays with tray tags and paperwork as required for the U.S. Postal Service for pre-sort first-class processing. Forms must be uniformly cut to 11 inches in height/8.5 inches in width. Mailing house shall deliver completed trays of envelopes in good condition and in appropriate trays with any reports required by U.S. Postal Service, all in pre-sort order to cause the least possible postage expenses for the Board.

Board shall pay for postage through its permit.

Mailing house shall pull live a minimum of five "live" samples every hour of the imaging process is conducted and supply the original "live" samples to the Board for inspection.

FORWARDING SERVICE REQUESTED MAILINGS

The quantity for the Forwarding Service Requested mailings will depend on:

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- (a) the number of outdated records identified in the NCOA review of the initial file of approximately 1.6-million voter records; and,
- (b) the returned mail from the Return Service Requested mailing referenced in the previous section. Historically, the quantity has been between 70,000 and 200,000 pieces for this second mailing. Bid should be based on possible quantity of 200,000 with the understanding that the quantity may be fewer than that number.

Paper: White 9-point uncoated paper stock, 92 brightness or better. No substitutions allowed. Printer must supply samples of paper for Board approval to confirm, in coordination with mailing house, that the paper is not too porous and not containing too much vellum for the eventual imaging of a scan-able bar code. (Designs of letter available through Board's Purchasing Agent prior to bid opening.)

Printing colors and bleeds of notice: Four colors with duplex (front and back) imaging in black of individual voter "name" data. No bleeds.

Final canvass notice shall be a letter that is 11 inches in height by 8.5 inches in width, folded to be 8.5 inches x 5.5 inches and sticker tabbed closed. (Designs of letter available through Board's Purchasing Agent prior to bid opening.)

Form shall include four perforations that shall allow for the easy separation of the Verification of Registration voter card.

The outer mailing portion of the piece shall include:

- Election Board's return address and logo
- FORWARDING SERVICE REQUESTED notation
- The USPS' "Official Election Mail" logo
- Postal indicia
- Language announcing purpose of the mailing in red and blue
- Printing in black on the back side to direct voter to return piece if recipient on letter no longer resides at that address

Designs of mail piece available through Board's Purchasing Agent prior to bid opening.

Mailing house shall perform pre-sort and ZIP+4 using the "mailing file" described in the schedule below. All original name, addresses and other district and polling place information from the "mailing file" shall be used. Please note that by law, no name or address changes or corrections can be made, except for ZIP Code corrections or to standardize the Street Name in the voter's address or the voter's Unit, Apartment or Suite number. Mailing house shall generate copies of all paperwork necessary to be filed with U.S. Postal Service and provide copies of postage statements for the reports for the Board of Election Commissioners and the USPS.

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Mailing house shall image in black ink the voter bar code where indicated in the design of the letter.

Mailing house shall image in black ink the date of the letter, the voter's full name, address, city, state, ZIP Code provided (or corrected ZIP Code), and related postal bar code, using the "mailing file" on the front side of each item. Mailing house also shall image in black ink the voter name, address, city and state, ZIP Code (or corrected ZIP Code) and voting district information on Verification of Registration card where indicated in the design of the letter.

Mailing house shall cleanly cut each form and take all other steps necessary to prepare the forms for mailing and loading into trays with tray tags and paperwork as required for the U.S. Postal Service for pre-sort first-class processing. Forms must be uniformly cut to 11 inches in height/8.5 inches in width. Mailing house shall deliver completed trays of envelopes in good condition and in appropriate trays with any reports required by U.S. Postal Service, all in pre-sort order to cause the least possible postage expenses for the Board.

NOTE: This second mailing piece will include a business reply mail card and will require two perforations (one partial horizontal and one partial vertical), so that the card may be easily detached and returned.

Board shall pay for postage through its permits.

Mailing house shall pull live a minimum of five "live" samples every hour of the imaging process is conducted and supply the original "live" samples to the Board for inspection.

Submission and Consideration of Bids

The printer and mailing house must submit a bid that includes at a minimum, a cover letter on the company's (or companies') letterhead and the enclosed BID FORM.

- The printer company name
- The mailing house company name
- The main contacts for the printer and mailing house
- Email information for main contact(s) for the printer and mailing house
- Mailing addresses for printer and mailing house
- Phone numbers for printer and mailing house
- Fax numbers for printer and mailing house
- Combined price for printing forms, envelopes and mailing house services for imaging all mailings identified in First Mailing and Second Mailing.

Bids will be evaluated based on total price for printer to generate both mailings. Board reserves right to evaluate and confirm that both the printer and the mailing

PRINTING/MAILING OF AUGUST 2019 FULL VOTER CANVASS

house each possess adequate resources to perform the work. The Board cannot consider partial bids that do not accomplish all tasks related to this printing and mailing job (i.e., bidding for paper or ink alone, bidding for the envelopes alone, bidding for printer service alone or bidding for mailing-house service alone or any other combination of commodities or services that do not result in completion of all tasks related to printing and mailing of all canvass forms in the specifications).

The Board reserves the right to evaluate and confirm that the mailing house possesses adequate staff, facilities and equipment needed to complete the job effectively and in a timely manner. Accordingly, the mailing house must be able to demonstrate and possess the capacity to allow printing of notices per the schedule above and the ability to process at least 7,000 pieces per hour for the mailing house's mailing-house services portion of the contract. The Board will have sole discretion to measure this capacity.

Mailing house must demonstrate adequate and qualified staff, adequate functional equipment, experience with multi-million-piece mailings and Postal Service reports and preparations, and secure facilities. Mailing house must demonstrate capacity to image the voter information and complete all other steps necessary for the preparation and delivery of the finished mail pieces in acceptable presort order to the Chicago main post office.

Mailing house must demonstrate and utilize quality control measures to assure both sides of each piece are imaged and synchronized to match, and to prevent possible mailing of errant pieces, such as those that are smudged, smeared, unreadable or partially imaged, including preventing mailing of forms that are imaged on only one side of mail piece.

Printer and mailing house shall allow for Board representatives to review equipment and staff, up to and including an in-person inspection and references, prior to award of contract.

Printer and mailing house shall allow Board to inspect all stages of the processes involved in this canvass print/mail job. Board reserves the sole right to reject bids of brokers or other bidders who fail to show adequate ownership of facilities and equipment and access to staffing to assure the proper and timely completion of the work under this contract.

Schedule and Deadlines for AUGUST 2019 FULL VOTER CANVASS

July 24, 2019: 10:00 a.m. bid opening at Board offices, 69 W. Washington St., 8th Floor

July 25, 2019: Consideration of contract award by polling Board; winning vendor(s) to deliver bid bond (if applicable) to Board.

PRINTING/MAILING OF AUGUST 2019 FULL VOTER CANVASS

July 26, 2019: Board to deliver to printer the graphic design files for Return Service Requested and Forwarding Service Requested mailings

July 26, 2019: Board shall supply vendor with “dummy” mailing file so that vendor may begin programming and associated tests.

Aug. 15, 2019: Printer shall have paper stock ready for imaging of name data for Return Service Requested Mailing and first batch of Forwarding Service Requested Mailing

Aug. 12, 2019: Board shall supply vendor with first mailing files so that vendor may begin NCOA and other work for programming and imaging on printed stock for First Mailing to be delivered to U.S. Postal Service by **Aug. 30, 2019**. Mailing house shall complete imaging of stock and all steps necessary for mailing notices to U.S. Postal Service.

Sept. 30, 2019: Board shall supply vendor with second Forwarding Service Requested mailing files so that vendor may begin NCOA and any other necessary paper work and begin programming and imaging of printed stock for Second Mailing for delivery to U.S. Postal Service by Oct. 14, 2019.

Oct. 28, 2019: Board shall supply vendor with third Forwarding Service Requested mailing files so that vendor may begin NCOA and any other necessary paper work and begin programming and imaging of printed stock for Second Mailing for delivery to U.S. Postal Service by Nov. 11, 2019

Upon satisfactory execution of this full canvass mailing, Election Board reserves the right to negotiate possible extension(s) of this contract with the same vendor(s) for follow-up mailings for February 2020 ahead of the Primary Election and/or for October 2020 ahead of the General Election. (**See next page for BID FORM.**)

PRINTING/MAILING OF AUGUST 2019 FULL VOTER CANVASS

BID FORM FOR PRINTING & MAILING – AUG. 2019 FULL VOTER CANVASS

For the Board of Election Commissioners for the City of Chicago

Printer Company or Corporate Name _____

Name of Main Contact for Printer _____

Email address for Printer's Main Contact _____

Mailing House Company or Corporate Name _____

Name of Main Contact for Mailing House _____

Email address for Mailing House's Main Contact _____

Printer's mailing address

Mailing House's mailing address
(if separate from printer)

Phone _____

Phone _____

Bid for Printing/Mailing House Services for Aug. 2019 Full Voter Canvass per specifications:

NCOA screening of approximately 1.6 million voter records:
\$ _____ / per thousand

Mailing of approximately 1.4 million Return Service Requested voter notices:
\$ _____ / per thousand

Mailing of approximately 200,000 voter records:
\$ _____ / per thousand

Signature, Authorized Agent - Printer

Signature, Authorized Agent - Mailing House

Printed Name, Authorized Agent: Printer

Printed Name, Authorized Agent: Mailing House

Title of Authorized Agent - Printer

Title of Authorized Agent-Mailing House

PRINTING/MAILING OF AUGUST 2019 FULL VOTER CANVASS

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: _____

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:

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SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[] Person

[] Publicly registered business corporation

Privately held business corporation

[] Sole proprietorship

[] General partnership*

[] Limited partnership*

[] Trust

[] Limited liability company*

[] Limited liability partnership*

[] Joint venture*

Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c) (3))?

[] Yes [] No

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).

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

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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):

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.

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“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, 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;

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(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,

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or any agency of the federal government or of any 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.

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**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 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.

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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)

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

Notary Public Signature

Seal

Commission expires:

APPENDIX 3

**INFORMATION SECURITY AND IDENTITY PROTECTION POLICY
BOARD OF ELECTION COMMISSIONERS CITY OF CHICAGO**

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.

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.

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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 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.

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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 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.

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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;

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viii. promotes or participates in unauthorized advertising of Board projects and any advertising of private projects;

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 be 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.

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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.

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

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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 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

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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

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.

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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.

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.

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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 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.

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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.

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.

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10. Network - The linking of multiple computers or computer systems over wired or wireless connections.

11. 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.

12. 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.

13. 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.

14. 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.

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

INFORMATION SECURITY AND IDENTITY PROTECTION POLICY 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

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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;
- 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;
- 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;

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- 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
- 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

**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)

Company Name (Printed) if not a Board employee

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APPENDIX 4: Insurance Certificate of Coverage

Named Insured: _____

Address: _____ IFB: Printing/Mailing of August 2019 Full Canvass
(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 \$ _____
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

Purchasing Department

69 West Washington, Suite 800

Chicago, IL 60602

Signature of Authorized Rep. _____

Agency/Company: _____

Address _____

Telephone _____