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REQUEST FOR PROPOSALS (RFP): VOTING SYSTEM

DATE RFP ISSUED: FRIDAY, JULY 7, 2017

PRE-SUBMISSION CONFERENCE: WEDNESDAY, JULY 26, 2017 AT

2:00 P.M. CENTRAL STANDARD TIME (CST)

AT BOARD'S CENTRAL OFFICE,
69 WEST WASHINGTON, SUITE 800,
CHICAGO, ILLINOIS 60602

PROPOSAL INQUIRIES DUE: TUESDAY, AUGUST 1, 2017

NO LATER THAN 11:00 A.M. CST

RESPONSE TO INQUIRIES: WEDNESDAY, AUGUST 9, 2017

PROPOSAL SUBMISSION DUE DATE: WEDNESDAY, AUGUST 30, 2017

NO LATER THAN 3:00 P.M. CST

RESPOND TO: CHICAGO BOARD OF ELECTION COMMISSIONERS

PURCHASING DEPARTMENT

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1. Introduction and Background

This Request for Proposals (“RFP”) is being issued by the Board of Election Commissioners of the City of Chicago (the “City” or the “Board”). The purpose of this RFP is to invite proposals for a voting system for the Board that will fulfill the requirements set forth herein.

The Board is the legal entity responsible for conducting all elections in the city of Chicago. As of the last general election conducted on November 8, 2016, there were 1,570,529 registered voters in the City of Chicago. The City is divided into 50 wards, which in turn is divided into 2,069 precincts. Some precincts have their own polling place location; others are combined with another precinct or precincts. The City had in excess of 1,400 polling place locations.

Illinois operates under a consolidated schedule of elections. In each even-numbered year, there is a general primary election held on the third Tuesday in March and a general election on the first Tuesday after the first Monday in November. In every other odd-numbered year (i.e., every four years), there is a municipal general election on the last Tuesday in February, and a runoff election on the first Tuesday in April in the event no candidate receives a majority of the votes cast in the February municipal general election. The next municipal elections in Chicago will be in 2019.

In addition to voting on election day, the Board conducts early voting in its central office beginning 40 days before election day, and at 50 remote sites (one in each ward) beginning 15 days before election day. Illinois also permits absentee, or vote by mail, voting; no reason is required and anyone can vote using a vote by mail ballot. At the November 8, 2016, general election 1,115,664 ballots were cast, including 344,037 ballots cast during early voting and 87,337 vote by mail ballots. Precinct data can be found at the Board’s web site here: <http://www.chicagoelections.com/en/election-results.html>

Illinois law authorizes the use of four types of election systems: paper ballots, lever machines, optical scan and direct recording electronic (“DRE”). At one point or another, the Board has used all of these systems. Since 2006, the Board has used election machinery systems based on equipment supplied by Dominion Voting Systems, Inc., the successor to Sequoia Voting Systems, Inc., including the Edge 2Plus (DRE), Insight machines (precinct optical scanners) and the 400 C (central count optical scanner).

This RFP is intended to solicit Proposals from vendors for a new voting system.

The requirements for voting systems, as established by Illinois law, are set out with more specificity below. Prospective vendors are advised that the statutory provisions that govern optical scan and DRE systems are at Article 24B1 and Article 24C2 of the Illinois Election Code, respectively. Other articles of the Election Code governing voting machines include Article 24 (“Voting Machines”)³ and Article 24A (“Electronic, Mechanical or Electric Voting Systems”).⁴

This RFP is being issued to all vendors of systems of election equipment of which the Board is aware. Additionally, a notice of its issuance will be published in the Chicago Sun Times, Friday, July 7, 2017. Copies of this RFP are freely available upon request and posted on the Chicago Board’s website at www.chicagoelections.com.

2. Certification

Election authorities within the State of Illinois are barred by law from purchasing any system that is not certified for use by the Illinois State Board of Elections, an agency of the State of Illinois. Each vendor is responsible for acquainting itself with the State Board's procedures, and for being certified in an appropriate and timely fashion prior to contract approval. As a part of its Proposal each vendor must disclose any certification proceeding in which the system that is the subject of its Proposal has been involved in any jurisdiction in the United States.

3. System Requirements

No proposed system can be adopted unless it possesses certain minimum capabilities. Any Proposal submitted must set forth how a proposed system will meet the requirements set forth in this section.

3.1. Voting System Standards; Approval

Any proposed voting system must meet or exceed the most current voluntary voting system standards (2015) adopted by the United States Election Assistance Commission (EAC) and must be approved for use in Illinois by the Illinois State Board of Elections. Any such system must receive certification by an independent testing authority of compliance with federal guidelines for voting systems adopted by the EAC.

3.2. Capacity

The Board's ballots require the use of more balloting positions than any other ballot used in the United States.

The layout of the ballot for the City can sometimes require more than 500 ballot positions. For example, the number of candidates for the last 4 largest elections is 757, 636, 615, and 525 respectively. This can result in a ballot that can require up to 300 individual punch positions.

The Board's present system has resulted in paper optical scan ballots that are printed on two sides, are up to 21" long and sometimes require more than one such ballot sheet. Touchscreen ballots can sometimes require up to 14 different screens. Any proposed system must be capable of handling a ballot of such size. Moreover, it must be able to manage this large ballot in at least ten (10) different languages and in a fashion that does not reveal the language of the voter. A ballot marking system must set out the largest size of its ballot sheet needed to accommodate the Board's ballots, bearing in mind the need to have bilingual or multi-lingual ballots. See Multiple Languages, § 3.13.

One single sheet optical scan ballot, printed on two sides would be recommended.

3.3. Secrecy of the Ballot

Illinois law requires that a voter be able to cast a ballot in absolute secrecy. Any proposed system must be capable of satisfying this requirement.

3.4. Write-in votes

Illinois law requires that a voter be able to write in a vote for any office. Any proposed system must be capable of accommodating this requirement. The current DRE machinery used by the

Board provides for an on-screen pop-up keyboard when a voter selects the write-in option. Any proposed system must be capable of allowing post-election review of digital images of write-in votes.

3.5. Prevention of Overvotes

Illinois law requires that a system not count a vote when a voter overvotes for an office. However, the Board prefers that any proposed system *prevent* a voter from casting an overvote.

3.6. Notification of Undervote

Any proposed system must include a mechanism for alerting a voter that he or she has failed to cast a vote for one or more offices or propositions before the vote is finally cast, and provide an opportunity to correct the undervote.

3.7. Changing of Vote By Voter during the Voting Process

Any proposed system should allow a voter, on his or her own, to change a vote during the process of voting.

3.8. Ballot Integrity; Ballot Control Mechanism

Any proposed system must have secure mechanisms for insuring that all ballots cast are authorized by the election judges in that precinct, and that no external, unauthorized or “rogue” ballot or votes are cast and that only ballots assigned to the particular precinct can be counted in that precinct. Since ballot security is essential, vendors must be prepared to demonstrate the security of all aspects of any proposed system, including the ability to seal memory devices into a ballot counter using a numbered seal.

3.9. Error Messages

Any proposed system must be capable of providing clear error messages, in multiple languages, to the voter for overvotes, undervotes, or for other situations where the ballot cannot be read by a voting device.

3.10. Internal Audit Logs

Any proposed voting system must keep a printed and electronically downloadable internal audit log of all ballot counter activities, including ballots that were rejected and not counted due to an inability of the ballot counter to read the ballot and ballots that were jammed in a ballot counter and not counted. Must be able to produce a redundant log and intelligible device reports like machine reports.

3.11. Primary Ballots

Any proposed system must be capable of accommodating the ballots of no fewer than six different parties in a primary election and up to as many as 10 different languages (with audio). Some languages may be image based, as opposed to text based. Moreover, the system must be capable of handling a “hybrid” primary ballot, in which some offices are voted in one party’s primary, while other offices are voted in a second party’s primary.⁵ There may be as many as 700 ballot styles.

3.12. Ballot Styles and “Split” Precincts

The typical election in the City of Chicago requires a myriad of ballot configurations, or ballot styles. A single precinct may be split between congressional, legislative, representative, county board, county board of review, and judicial subcircuit district lines. These are referred to as “split” precincts. Precincts may be split in as many as eight ways and any proposed system must be capable of handling that number of splits in a multi-party primary election. Further, splits may be simple, as between two Congressional districts, each occupying a portion of the precinct, or they may be “special,” in which one part of the precinct votes for an office, but the other part does not have that office on its ballot. Any proposed system must provide for handling hundreds of different ballot styles in any given election. The City used 566 ballot styles in the March 2016 general primary and 368 ballot styles in the November 2016 general election. The number of ballot styles is so great that many precincts will require that more than one ballot style be available to the voters in that precinct.

See below:

Election	Ballot Styles	Largest split precinct	Number of Split Precincts
Mar-14	321	8	628
Nov-14	328	8	641
Mar-16	566	8	624
Nov-16	368	8	616

3.13. Multiple Languages

As mentioned above, the Board is required by law to hold elections and provide election materials in multiple languages. Cook County (which includes the City of Chicago) has been designated as a covered jurisdiction for Spanish, Chinese and South Asian (Hindi) languages as of the 2010 Census. However, the Board anticipates that there may be additional language designations at the 2020 Census. Any proposed system must accommodate these languages as well as English and have the capability of handling at least six more, for a total of ten (10) languages. Some of these languages may be image-based, as opposed to text-based, requiring more memory.

Vendor should also provide description on recording, loading, proofing, testing and final upload using so many languages.

A new voting system should be able to generate a variety of proofing reports in multiple languages. Some examples would be: election titles, candidate names, office titles, proposals, voting instructions, etc.

Any software used to create multi language ballots should correctly display and print any fonts recommended by the U.S. Election Assistance Commission.

3.14. Voters with Physical Disabilities

Pursuant to the provisions of the Help America Vote Act (“HAVA”) and Title II of the Americans with Disabilities Act (“ADA”), all voters must be capable of casting a ballot independently, without assistance or without the intervention of election judges, in all elections. Any proposed system must be capable of accommodating this need. Additionally, any system must be able to accommodate mobility-restricted voters. Any Proposal submitted must detail the mechanisms through which a visually impaired voter and a voter with limited or no manual dexterity will be able to cast a ballot independently. Any Proposal submitted for a ballot marking device or a DRE-based system must set out in detail the features of its audio component for visually disabled voters, including whether it uses a recorded human voice or a synthesized voice, the process by which the audio is prepared and programmed, its use of languages other than English, and the mechanism by which the voter records a vote. Vendors proposing a ballot marking device or a DRE-based system are also invited to explain how their systems would be compatible with an optical scan system, should such device or system be deployed primarily to meet the needs of physically disabled voters. Each precinct must have at least one ADA-compliant voting device.

3.15. Ballot Changes

The Board must occasionally accommodate last-minute ballot changes due to court orders. For example, the Board was once required to make changes in the ballots for three different offices by court orders issued the day before the General Election. Any proposed system must have a demonstrated capacity to handle such changes expeditiously and simply and should handle these changes from the precinct all the way through the tallying.

Any Proposal submitted must detail the process through which the ballot changes are effectuated, taking into account that some such changes will need to be made after the components of the system have been delivered to the individual election precincts.

3.16. Power Failure Contingency

Any proposed system must be able to allow continued voting even if the polling place loses electrical power for an extended period. Any proposed system must have a mechanism for the continuation of voting on the system for at least six hours under such circumstances without compromising the security and secrecy of the voting process. Because the Board does not own or manage the sites at which polling places are located, any proposed system must be able to cope with a wide variety of electrical supply situations, including unfavorable ones, such as varying voltage, spikes, low amperage capacity, few outlets, and non-grounded outlets for two-pronged plugs.

3.17. In-Precinct Availability of Election Results

Current Illinois law requires that the results of ballots cast in each precinct be tabulated after the close of the polls at 7:00 p.m. and posted in the polling place. The Board has had great success with the production of result tapes in the precincts immediately after the votes are tallied therein. All non-provisional ballots are counted in the precincts. Any proposed system should include a mechanism for producing up to 12 in-precinct result tapes or statements.

3.18. Transmission of In-Precinct Results

Since the election of 2000, the Board has had great success with the electronic transmission of the voting results in their precincts to a centralized reception and tabulating location. This has allowed the compilation of unofficial results for in-precinct voting at the 75% level within one hour and at the 90% level within two hours of the closing of the polls. Any proposed system must address the issue of wireless transmission of unofficial, in-precinct voting results from the individual precincts to a central location with comparable efficiency. This capacity must be addressed at a level of technical sophistication sufficient to allow comparison with other vendors and with the Board's current system of transmission. Vendors must also specifically address the anticipated costs associated with the transmission process, either based upon the experience of entities using the vendor's equipment or verifiable cost estimates. Additionally, any proposed system must be capable of a wire-based transmission of results from as many as 25 regional receiving stations to a central location. Transmissions will take place in Pre-Lat, Post-Lat, and Election Day and must have the ability to switch between these different states.

3.19. Vote-By-Mail and In-Person Early Balloting

Under Illinois law, voters are allowed to cast a ballot before Election Day, either by mail or in-person. The Board also conducts in-person early voting in its central office and at fifty remote sites (one in each ward). Any proposed system must include components that provide for both types of early voting, and a mechanism by which those votes can be tallied on Election Day. If a proposed system uses a mail voting mechanism that differs from that used for in-precinct voting, any Proposal submitted must address the issue of blending the results of mail ballots with the results of in-precinct voting. Whatever mechanism proposed for this function must be able to provide prompt election-night results that include all of the vote-by-mail and in-person early voting results combined with the in-precinct results to give complete results, excluding only provisional ballots. The system should also be able to tabulate and report post-election day late ballots and provisional ballots, which are tallied up to and including the 14 days after Election Day.

3.20. Election Day Set-Up and Testing

Because of the large number of precincts, election equipment must be set up on Election Day by poll workers, not by Board personnel. This requires that the set-up procedures be clear-cut, uncomplicated and straight-forward. Any proposed system must be equipped with a self-testing capability, in order to identify any need for maintenance or substitution as expeditiously as possible. A system must be able to produce a paper "zero tape" evidencing the fact that the system has no votes recorded on it at the opening of the polls.

3.21. Results Tabulation

Any proposed system must include a software component that produces a final, unified tabulation of the votes cast in the precincts, and any centrally cast or tallied ballots (such as votes-by-mail and early votes), including provisional votes. The system must accommodate the need for a detailed final canvass showing votes for each office, candidate and proposition in each precinct, and showing partial totals of votes for Wards, Congressional, Legislative, Representative, County Board, Board of Review and Judicial Districts, as well as other districts, including districts that

had no candidate running. Reports must be able to be run by ballot type and exported to Excel.csv or .txt format.

This requires that the tabulation software interface with the computer operation systems used by the Board. In order to do that, these data must be in an ASCII file (escape sequence) for Hewlett-Packard laser printer format. The tabulation system must be able to produce, in an ongoing fashion: (a) a summary of election results by office in real time after the polls close until 99+% results are in; (b) a flat file of the summary report to be posted on the web sites of the Board; (c) a mechanism that displays results by precinct and office which runs on the Board's networks for use by election staff and management. The proposed system must be capable of downloading results from precinct and central count locations on memory devices for uploading and compilation at the Board's central office. The system should also be capable of producing electronic canvass files for both testing and final state-wide canvass. Proposer should submit a list and description of all available reports.

3.22. Creation of a Paper Record by DRE Systems

The law authorizing the use of DRE systems in Illinois (Article 24C of the Election Code) specifically requires that they produce a paper record, once the voter has finished voting, of each of the voter's choices for use in a recount or redundant check. Any proposed DRE system must be capable of producing and storing such records, and must be capable of creating them without delaying the use of a voting station by the succeeding voter. Proposer should explain whether such paper records are machine and human readable.

3.23. Internal Back-Up Capacities

Any proposed system must have the capacity to maintain at least three internal back-ups of the votes that have been cast on the system. Such a system must allow for the reconstruction of each individual voter's ballot choices without compromising the secrecy of the voter's identity. These back-ups must form part of any audit trail that is required by Illinois law.

3.24. Provisional Ballot Capacities

Any system must have the capacity for allowing provisional ballots to be cast on the system, holding them in abeyance until the registration information of the putative voter can be checked. Any Proposal submitted must detail the mechanism through which provisional ballots are cast and stored, and how they are included in the vote totals, or excluded, when the eligibility of the voter has been determined.

3.25. Election Judge Initials Detection by Optical Scan Systems

Under Illinois law, a paper-based ballot is valid only if it carries the initials of an election judge, indicating that the ballot was properly issued in the precinct on Election Day, or is a vote-by-mail ballot properly processed by the election judges after Election Day. Any proposed system must have the capacity to scan for judge's initials and reject any ballot that is not initialed.

3.26. Availability of PDF Files for Specimen/Vote By Mail Ballots

Under Illinois law, the Board must make available a specimen ballot that accurately reproduces the face of the ballot that is used in the polling place. A system must be able to make available to

the Board a PDF file of all ballot sides of each ballot style to be used for the production of specimen/vote by mail ballots. It must be able to make available to the Board a PDF file of every ballot created for an election to be used for the production of specimen/vote by mail ballots. Additionally, it may be necessary for systems to be able to supply a PDF file of ballot options in a form more suitable for printing and reproduction than screen images may be.

3.27. System Security

Any system must provide essential security capabilities for the voting system, encompassing the system's hardware, software, communications and documentation. A Proposal must thoroughly describe in great detail the system's attributes designed to achieve acceptable levels of integrity and reliability, including:

- Protecting critical elements of the voting system
- Establishing and maintaining controls to minimize errors
- Protecting the system from intentional manipulation, fraud and malicious mischief
- Identifying fraudulent or erroneous changes to the voting system
- Protecting secrecy in the voting process

4. System Attributes and Capabilities

In addition to satisfying the requirements set out in section 3 above, any proposed system will have additional capacities and attributes. Any Proposal submitted in response to this RFP must detail these, touching specifically upon the points set out below.

4.1. Storage

Any Proposal submitted must detail the conditions under which the hardware and other tangible components must be stored to assure optimal operation. This should include, but is not limited to, permissible extremes of temperature and humidity, whether the components need to be kept electrically charged, or need to be charged prior to shipment to the early voting or Election Day polling place. Any limitations on stacking must also be set out, as well as any other physical limitations that must be observed in the storage of the system's hardware components. The Proposal must also state whether there are any storage-only components required for the system.

4.2. Transport

The Board currently uses over 1,400 polling places on Election Day, many serving multiple precincts. Each of these polling places must receive a delivery of election equipment in the days immediately preceding an election. The Board has traditionally used an Election Supply Carrier ("ESC") to store and ship its election machinery. Any Proposal submitted must detail the physical parameters within which the hardware components of the proposed system must be shipped. A Proposal must also detail the extent to which hardware components require custom-made or customized shipping containers or cases, and whether such containers or cases are part of the Proposal. The Proposal must also state the total weight of all the system components, and their cases or containers, required in each precinct.

4.3. Maintenance Schedules and Supplies; Warranties

The Board anticipates that a part of any contract resulting from this RFP would be an element regarding the maintenance of the hardware components of the system. Any Proposal submitted must detail the maintenance anticipated for the system in question, including a maintenance schedule. The anticipated cost of annual maintenance for the first five years of the system's use must be part of the cost of the system as set forth in any Proposal. Any information submitted must also detail the expected useful life of the equipment, as well as annual maintenance costs for the expected useful life of the equipment. The Proposal should detail any service level agreements, response times, and who (vendor vs. Board staff) is expected to supply service and maintenance. The Proposal must describe any warranties provided by the vendor for software and hardware. Finally, vendor must guarantee to provide spare parts for at least the expected useful life of the equipment.

4.4. Programming of Voting Machines

One of the most essential pre-election tasks in an electronic-based component of a voting system is the "loading" of ballot information into the individual voting units. Given the size of the City, it is necessary that this process be as automated and efficient as possible. Any Proposal submitted must set forth in detail the steps required to complete the programming of the voting units, including any ballot formatting steps if that is a part of the process. The Board has long and complex ballots. See Capacity, § 3.2.

4.5. Electronic Poll Books

Any proposed in-precinct voting system must interface with the Board's voter registration and electronic poll book systems so as to be able to import information relating to ballot styles, precincts, offices and candidates and be able to activate any system card that may be required for activating the voting device. The Board is currently using an electronic poll book solution provided by Election Systems & Software (ES&S) for Election Day. The Board uses its own proprietary electronic poll book system for early voting. Vendor must be prepared to work with ES&S and with the Board to integrate electronic poll books with the proposed voting system.

4.6. Pre-Election Testing; Post-Election Audits; Election Contests

Illinois law requires that a voting system undergo a public test at least five days before an election.⁶ The law also requires that after the election ballots tabulated in at least five (5%) of the precincts in the City and at least five percent (5%) of voting devices used for early voting be tested or audited.⁷ Finally, Illinois permits eligible candidates and proponents or opponents to contest the results of an election.⁸ It is absolutely essential that any Proposal must explain how the proposed system would be used to comply with these statutory requirements.

4.7. Alternative Voting Systems

Although not currently in use by the Board, cumulative voting has been used in the past, and has been proposed as a judicial remedy in voting rights cases. Likewise, candidate ranking systems, such as instant run off or ranked choice voting, are not currently in use in Chicago but may come into play within a proposed system's useful life. The Proposal should explain how a proposed system can accommodate these alternative voting systems if needed.

4.8. Paper Ballots; Ballot on Demand

Any Proposal must describe any general or special specifications for paper ballots, such as maximum size, paper weight, card stock, ink type and color, ability to be read by bar codes or QR codes, marking requirements, ability to be printed on demand (ballot on demand) on commercially available paper for each ballot style, type of printers (specialty or off-the-shelf), etc. Describe any special requirements (training, licensing, and certification) for third party printers if utilized by the Board.

4.9. Early Voting and Election Day Vendor Support

Any submitted Proposal must detail the vendor's plan to provide early voting and Election Day support for a minimum of the first two elections conducted using the vendor's proposed system. The plan must set forth anticipated staffing levels by the vendor's personnel, indicating the support duties of each type of employee, and also detail the procedure for swapping out any non-performing component of the system at in-precinct, early voting and central counting locations.

5. System Description and Specifications

Any Proposal submitted must contain a complete and detailed description of the hardware, software, network, and communications components of the system. In addition to the gross physical characteristics such as weight and dimensions, and standard electrical parameters, this should include such items as available font sizes, available colors, inter-device configurations, method of activation, paper size and weight, minimum time interval between voters, insertion of ballot methods and responses, etc.

If vendor is recommending an "Open Source" solution, the proposal must address (a) the type of open source license being proposed, (b) all elements of the systems covered by the open source license, and (c) any special conditions or exception to the open source license.

Any Proposal shall include copies of hardware and software licensing agreements related to the proposed voting system.

5.1. Ballot Display – Graphics

Any system with an electronic graphical display of the ballot must include color graphics that depict how the ballot will appear to voters using the marking system. These must include images of any preliminary screens that the voter may see, candidate pages, summary and/or review pages, and any pages indicating that the voter has successfully cast a ballot. A depiction of a candidate page should show the differences in the display for a voted position, as opposed to an unvoted one. A Proposal must also address the mechanisms through which the voter "pages" through the ballot, forward and backward and corrects changes.

5.2. Ballot Display – Variable Fonts/Contrast

One potential advantage of an electronic graphically displayed ballot is the opportunity it affords to alter the size of the screen fonts, as well as the fonts themselves, to accommodate different voters. Additionally, the display screens should offer the option of varying the contrast of the display. Any Proposal must include a complete description and specifications regarding the availability of different screen fonts and different-sized fonts and the mechanism for altering them

when the voter is in the process of voting, as well as a description of the contrast controls for the display.

5.3. Ballot Display – Office/Page Ratio and Paging

Because virtually no election held by the Board is small enough to fit on a single screen, an electronic graphically displayed ballot must present the voter with multiple screens containing his or her ballot choices. There must be a determination of how many offices, candidates or propositions will be displayed on a single screen and how a voter maneuvers from screen to screen. Any Proposal submitted must detail the methods by which it determines the density of its display of candidates and propositions and the limitations on such displays, such as the maximum number of choices per screen. In the same vein, some mechanism must be provided for going from screen to screen. Any Proposal submitted must detail the mechanisms for going from any one screen to another, including any limitations on such movement. One such mechanism may occur on the summary or recapitulation screen, where a voter may be able to go directly from that screen to a screen where he or she desires to enter or change a vote. Also, the voter should have choice of language and the ability to switch mid-stream what language he or she is using.

5.4. Performance Data

A vendor that supplies information regarding a system that has previously been used in elections in other jurisdictions must include in any Proposal data regarding the past performance of the system. Specifically, the Proposal must set forth data as to the number and percent of votes attempted to be cast by voters, but where a vote was not recorded. This is sometimes characterized as “falloff.” Additionally, the data must distinguish, if possible, the number of “overvotes,” which produce falloff because the voter attempted to cast too many votes for an office, and the number of “undervotes,” where no vote is recorded for an office. The data need only encompass the two highest offices on the ballot of the election in question. Where this distinction cannot be made, an explanation as to why that is the case must be included. Where a system has a performance history, a Proposal must provide falloff data for the 10 largest jurisdictions (in terms of registered voters) that used the system for the November elections of 2014 and 2016, as well as for the relevant primary elections for those two years.

6. Testing

6.1. Acceptance Testing

Any contract resulting from this RFP will include a provision for acceptance testing of the system’s hardware components upon their delivery to the Board. Any Proposal submitted must set out a design for a course of acceptance testing, including a description of the resources and techniques to be used for such testing. It must also set out what personnel are responsible for conducting the testing, which portions of the testing are universal and which may be random, and what standards the hardware must meet to be considered to have passed the testing.

6.1.1. Design of Acceptance Testing Specifications

Any submitted Proposal must contain detailed specifications and plans for the testing and acceptance of the voting system, including a testing timetable, identification of the resources and personnel needed to conduct such testing and benchmarks for acceptance. Written specifications

shall be included in any written contract for purchase and will require the review and approval of the individual Board. Approval of the testing specifications by the Board will not constitute an understanding that the Board has accepted the system. The Proposal must address specifically each of the points raised in this section and in the sections below.

6.1.2. Timetable; Minimum Acceptable Service Level

The vendor will be required, at the times set by the acceptance testing specifications and schedule, to conduct those tests of the voting system required pursuant to the procedures, criteria and descriptions set forth in those specifications and such other tests as are reasonably necessary in the opinion of the Board to establish that the voting system performs and operates and has the capacities in compliance with the standards and other requirements set forth in the acceptance testing specifications. The voting system will be required to satisfy a minimum acceptable service level of 99.9%. Acceptance testing shall be conducted on the Board's site using the Board's equipment in order to determine whether the system performs according to the functions, specifications and descriptions of the system as set forth in acceptance testing specifications and in the contract documents and to ensure that the system can be effectively utilized in the Board's operating environment, that it is capable of running on a variety of data without failure, and that it meets the run times required by the Board. The results of all testing must be thoroughly documented by vendor and provided to the Board for review. The Board's designated representatives must be permitted to observe and participate in any test or re-test conducted by the vendor. The vendor will be required to provide the Board with a written certification that the system complies with the installation and acceptance testing requirements of any contract with the Board.

6.1.3. Delivery Schedule for Acceptance Testing

The vendor will be required to deliver to the Board for acceptance testing at least ten percent (10 %) of the total number of voting units ordered within 60 days of the placing of the order. The vendor will be required to deliver to the Board for acceptance testing the remainder of all ordered voting units and system components according to the schedule otherwise agreed to by the vendor and the Board. The Board shall set forth a proposed schedule for such delivery and testing as referenced in 6.1.2. above.

6.1.4. Failure of Acceptance Testing; Re-Testing

Any contract concluded pursuant to this RFP will reserve the right that if, in the Board's sole discretion, the Board determines that the System has not successfully completed the acceptance testing, the Board may notify the vendor that the system failed to pass the acceptance test and, at the Board's option, the Board can either terminate the contract or request the vendor to make such necessary corrections and modifications in the system, at no additional cost to the Board, as will permit the system to be ready for re-testing. The contract will further provide that if, in the Board's sole discretion, the system still fails to pass the acceptance test, the Board may notify the vendor in writing of such failure and the Board has the right, at its option, to terminate the contract and draw upon any performance bond, letter of credit, surety or other form of guarantee provided for the benefit of the Board under the terms of any contract.

6.1.5. Certificate of Completion

Prior to system acceptance, the vendor will be required to deliver to the Board a certificate executed by the chief operating officer of the vendor warranting that the system is complete, has been successfully tested, satisfies all of the requirements of the contract documents, and is ready for system acceptance. Such a certificate shall not be taken as conclusive. It is simply an indication of vendor's declarations of completeness.

6.1.6. System Acceptance

In no event will final system acceptance occur prior to the use of the system by the Board in an actual election. Acceptance will only be final upon the transmittal of a written Certificate of Acceptance authorized and executed by the Board as the case may be.

7. Timeline

7.1. Project Implementation

The Board will be conducting future elections according to the following schedule:

- March 20, 2018 General Primary (Gubernatorial)
- November 6, 2018 General Election (Gubernatorial)
- February 26, 2019 Municipal General Election (Mayor, Clerk, Treasurer and Aldermen)
- April 2, 2019 Municipal Runoff and Supplementary Aldermanic Elections (if necessary)
- March 17, 2020 General Primary (Presidential)
- November 3, 2020 General Election (Presidential)

Vendors should provide a recommended timetable for procurement, delivery, testing, and implementation of the proposed voting system. This may include phased-in use or testing of system components on a limited basis, such as "pilot" programs for early voting only, for small numbers of precincts only, for vote by mail only, or any combination of thereof.

8. Project Management and Implementation

Any Proposal shall describe Vendor's policies and procedures for implementing projects, quality control/checks, project management, and implementation schedule with timetable for the completion of this project.

Implementation plan is to include the response time, project support and reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

9. Training, Education and Outreach

An essential element of the acquisition of any new system of election equipment is the process of education of those who will use it: election personnel, particularly warehouse staff and poll worker trainers, poll workers and the voters or general public. In addition, a successful vendor must provide clear and thorough manuals describing the operation and maintenance of the system,

including full equipment repair training for warehouse employees. Any Proposal submitted must include comprehensive plans for the education of all of these groups. These plans should be based on the prior experience of the vendor deploying the type of system proposed as well as “human use research” conducted for the vendor and on input from the Board. The particular concerns of the Board as to education and training are set out in the subsections below. These are the areas to be addressed by the materials and training to be supplied by the successful vendor.

9.1. Election Staff Training

9.1.1. Warehouse Personnel

The personnel at the Board’s warehouse have the greatest amount of interaction with the hardware and set up of an election system in preparation for early voting and Election Day, as well as control of the processes of maintenance and storage between elections. The successful vendor should anticipate being capable of training at least 50 individuals at the Board’s warehouse. Materials and instruction for warehouse employees must effectively prepare them for the vital tasks involved in pre-election preparation and final pre-shipment checking of any hardware components of an election system. Additionally, warehouse personnel must be instructed in the proper methods for preparing the machinery to be trucked to polling places in advance of early voting and Election Day. Finally, the warehouse staff needs to be instructed on properly executing post-election tasks: receiving the election machinery post-election, unpacking and checking it, and preparing the hardware for inter-election storage. As a part of this final task, warehouse personnel need to be trained to perform any maintenance tasks that may be the responsibility of the Board pursuant to any contractual requirement. The Board requires that staff of the successful vendor will be assigned, using materials and techniques developed by the vendor, to conduct whatever training sessions are necessary at the premises of the warehouse.

9.1.2. Other Election Staff

Most election personnel will be affected in their jobs to a greater or lesser degree by the introduction of a new election system. Executive, managerial and supervisory personnel will require a thorough understanding of all of the features and characteristics of the new system. Line staff will need to know about those attributes of the system that affect their particular tasks. The Board requires that staff of the successful vendor will be assigned, using materials and techniques developed by the vendor, to conduct whatever training sessions are necessary at the offices of the Board. The successful vendor should anticipate being capable of training up to 100 individuals at the Board.

9.1.3. Poll Worker Trainers and Training

The introduction of a new system of election machinery places great demands on the poll workers who staff the polling places on Election Day. The majority of the work of acquainting the judges with the new machinery and the effect that it has on their Election Day tasks will fall to the poll worker trainers of the Board. The thorough training of the trainers is an essential element of a successful transition to any new election system. The successful vendor should anticipate being capable of training at least 25 individuals at the Board. The Vendor should provide personnel who are familiar with not only training concepts, but also additional personnel who are familiar with the inner workings of the equipment and who can provide troubleshooting solutions. Unless the

poll worker trainers have mastered the ins and outs of any new equipment, and the training curriculum supplied by the vendor, the judges they train will not be prepared to put it into use, and the reputations of the Board and the vendor will suffer accordingly. Thus, the successful vendor must have in place a complete curriculum for poll worker training and the means to impart to the trainers a mastery of the curriculum that they can bring to the classroom. The curriculum should make use of audio-visual materials in addition to traditional print materials, including a poll worker manual and troubleshooting guide supplied in part by the vendor, and include hands-on demonstration and exercises as well as lectures and explanatory instructions. The curriculum must also include testing materials for administration after the judge training classes. Vendor should describe any on-line training and testing materials, including refresher training, to be provided, including a cost breakdown.

9.2. Outside Training Consultants

Vendors who feel that the extensive training responsibilities outlined in this RFP are beyond the reach of their corporate resources are encouraged to partner with independent professional training consultants to evolve a plan of training that will satisfy the Board's requirements.

9.3. Public Outreach/Voter Education

Obviously the largest group of individuals affected by a new voting system are Chicago voters. Acquainting voters and potential voters with the new system and preparing them so they know what to expect before Election Day is an essential element to introducing new election equipment. Components of an outreach plan must be coordinated with and approved by staff of the Board. Any Proposal submitted in response to this RFP must include a detailed outreach plan regarding the introduction and operation of the new voting equipment, specifically the following particulars.

9.3.1. Outreach Materials

The successful vendor must provide expertise and assistance in producing outreach and voter education materials that include: printed materials (mailers, brochures, instructions, polling place posters and signage, etc.) videos, advertisements, Frequently Asked Questions ("FAQs"), online materials, public service announcements ("PSAs"), PowerPoint presentations, broadcast communications, etc. to inform voters of the system changes and how to use the new equipment.

9.3.2. Mock Elections

Allowing the public to use and interface with the new machines is also crucial prior to Election Day. Along with office use of the machines, the successful vendor must provide for a mock election to take place at public places (e.g. grocery stores, libraries, park district facilities, public buildings, etc.) throughout Chicago during a weekend no sooner than four weeks before the election. Actual machines and other voting equipment that will be used on Election Day must be provided to simulate an actual voting experience. The successful vendor must also provide manpower to assist in setting up the machines and offering technical and other support during the mock election. Post-mock election analysis to make improvements must also be afforded by the vendor.

9.3.3. Media

Although the Board maintains staff to communicate with the press, the successful vendor must make itself available for public comment to any media at the request of the Board. The successful vendor must be able to address or respond to any elements or shortcomings of the voting system prior to, during and after each election. This may include speaking directly to reporters or issuing letters or statements. The successful vendor must also act as a resource to supply its knowledge of the equipment to staff from the Board, who should then be equipped to relay the information to the media.

10. Submission

Vendors who anticipate making a Proposal are required to attend a Vendor's Conference and Site Visit on **Wednesday, July 26, 2017 from 2:00 p.m.** from 10:00 a.m. to approximately 1:00 p.m. CDT, to be held at the offices of the Chicago Board of Election Commissioners, 69 West Washington Street, 8th Floor, in Chicago, Illinois. Vendors will have the opportunity at that time to observe the Board's offices and warehouse facilities.

Questions regarding this RFP not addressed at the Pre-Proposal Conference must be addressed in writing to the Purchasing Agent (purchase@chicagoelections.net) no later than **Tuesday, August 1, 2017 by 11:00 a.m.**

10.1. Clarification Requests

Should a vendor find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the vendor be in doubt as to their meaning, the vendor shall at once notify the Board in writing. If the point in question is not clearly and fully set forth, a written addendum will be sent to all persons receiving the RFP who have notified the Board in writing that they wish to be informed of such addenda. The Board will not be responsible for any oral instructions nor for any written materials provided by any person or entity other than the Board.

Any explanation desired by a vendor regarding the meaning or interpretation of this RFP must be requested in writing and with sufficient time allowed for the reply to reach vendors before the submission of their Proposal. Questions received after **Tuesday, August 1, 2017 no later than 11:00a.m.** will not be answered.

Any information provided to any prospective vendor concerning this RFP will be furnished as an addendum to this RFP. The Board will send out clarifications and addenda to the RFP to entities that have requested the RFP, who will have been recorded on a "Take-Out List." Additionally, clarifications and/or addenda will be posted at the Board's website at www.chicagoelections.com. To download, click on the link that reads "Election Board" select "Jobs & Contract Opportunities".

There may be multiple clarifications and/or addenda. Failure to obtain clarifications and/or addenda, for whatever cause, will not relieve a vendor from the obligation to submit a proposal that complies with any changed or additional terms and conditions contained in the clarifications and/or addenda. Each addendum is incorporated and made a part of the RFP documents. Addenda may include, but will not be limited to, responses to questions and requests for clarification or terms and conditions the Board anticipates will be included in a final signed contract.

Failure to acknowledge clarifications and/or addenda in a submitted proposal will render the proposal non-responsive. Any harm to the vendor resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFP solicitation.

It is understood and agreed upon by any vendor submitting a proposal that the Board has the right to withhold all information regarding this procurement until after any future contract award, including but not limited to: the number of participants; competitive technical information; competitive price information; and the Board's evaluation concerns about competing Proposals.

10.2. Protests

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

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

10.3. No Liability for Costs

The Chicago Board of Election Commissioners is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and/or participating in any conferences, site visits, demonstrations, oral presentations or negotiations.

10.4. Format of Submitted Information

A vendor must submit an original marked as "Original" and ten (10) copies of each Proposal, along with one (1) electronic copy. Samples, literature and other materials may be submitted as appendices. All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement. Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective Proposal are neither necessary nor desired. Therefore, it is recommended that the narrative describe the purpose of any information in the separately bound volumes or appendices. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be reassembled. Ensure that each copy is securely fastened and all copies are submitted in a sealed envelope or box with the name and address of the vendor on the outside of the package/container. All Proposals shall be signed by an authorized officer or employee of the submitting organization who has actual authority to contractually bind the organization. The title of the authorized officer or employee, and the name, address and phone and fax number of the organization shall be included.

All Proposals become the property of the Board unless return is specifically requested. The Board is a public agency subject to the disclosure requirements of the Illinois Freedom of Information

Act. This law includes an exemption for “trade secrets.” If any proprietary information is contained in or attached to the written Proposal, it must be clearly identified by the vendor. In order to protect trade secrets from disclosure pursuant to a Freedom of Information Act request, you must agree in writing to defend and indemnify the Board if litigation results.

Each Proposal shall have sufficient level of detail to enable the Board to complete a thorough evaluation of the Proposal’s compliance with Board’s requirements. The Proposal should be specific, detailed, and complete and clearly and fully demonstrate that the vendor has a thorough understanding of Board’s requirements and the knowledge necessary to meet the requirements. Although all the elements of the Proposal cannot be detailed in advance, the Proposal shall be sufficiently specific to show how the vendor will comply with applicable requirements. Statements to the effect that the vendor understands the RFP specifications and can or will comply with these specifications, and statements paraphrasing (or parroting) the specifications or parts thereof are inadequate. Phrases such as “standard procedures will be employed” or “well-known techniques will be used” do not provide any indication of vendor’s ability to perform the required work. Any previously submitted data will not be vendor’s explanation of how the vendor will accomplish the required work and how vendor’s previous experience relates to the requirements of this RFP. This RFP is a solicitation of offers, and by submitting a Proposal in response to this RFP, the proposing vendor agrees that the Proposal is an offer, and that it shall be valid and remain open for a period of 180 days from the Proposal due date.

The Board reserves the right to terminate this RFP at any time. No prior, current, or post-submission verbal conversation or agreement(s) with any officer, agent, or employee of the Board shall affect or modify any terms or obligations of this RFP, or any contract resulting from it.

11. Terms of Payment

11.1. Prices

The Proposal must clearly state the total fixed price for all deliverables, including for each component of the system, under the life of any contract with the Board, identify the price of specific deliverables on the attached Respondents Schedule of Pricing Sheet (see Attachment A) and describe the terms of payment.

Describe annual maintenance and licensing costs over the term of the contract, including availability and costs for parts and consumables.

The Proposal must also describe financing and/or leasing options (including possible lease to purchase options) for the proposed system, including financing costs with terms, license transfer charges, financing termination charges, and any other charges.

Describe any trade-in and/or buyback options for any existing voting system components used by the Board.

11.2. Milestones

The Proposal must propose payment “milestones” that are linked to the schedule for delivery and acceptance testing of the system components to be delivered. Following the satisfactory completion of the acceptance tests associated with a milestone, the Vendor shall deliver to the

Board an itemized invoice requesting payment for materials delivered and services rendered for that milestone.

11.3. Retention of Payments

The Board will retain ten percent (10%) of the full amounts due for each milestone payment which otherwise would be payable to Vendor. At full system acceptance Vendor may apply for, and if Vendor has satisfied the requirements for system acceptance, the Board will pay Vendor the amount that has been retained.

11.4. Most Favored Customer

If, during the life of any agreement with the Board the Vendor enters into an agreement with a third party that contains substantially the same terms and conditions contained in any contract with the Board and such third party is required to pay to Vendor a lower amount than the Board is required to pay to Vendor under the contract, Vendor must offer to agree to change the contract to conform the amounts due to Vendor so that they do not exceed the amounts due from such third party.

11.5. Payments to Subcontractors

Vendor must agree to timely pay each subcontractor out of the amount paid to Vendor under any contract the amount to which such subcontractor is entitled in accordance with the terms of Vendor's contract with such subcontractor. The Board will have no obligation to pay or to be responsible in any way for payment to a subcontractor.

12. Company Information

12.1. Identification

Each Proposal must set forth the full names and residences of all persons and parties interested in the Proposal and complete information identifying the party or parties to be providing deliverables to the Board. If the Proposal is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign. If the Proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint venturers. In the case of corporations, the Proposal must include the names and business addresses of the president, secretary, treasurer, and chief operating officer. Each Vendor must also disclose the name and address of any paid lobbyists retained by Vendor in regard to its Proposal. The Board may require additional information and certifications pertaining to the identity of the Vendor and its subcontractors and will require any successful Vendor to execute an economic disclosure affidavit.

12.2. Business licenses

Vendor must possess a valid business license, and all necessary permits, to do business in the City of Chicago and certify the existence of such licenses and permits to the Board.⁹

12.3. Resources

Describe the adequacy of staff, equipment, research tools and administrative resources; quality and appropriateness of technical or support staff; and past performance of the organization relevant to

this project. Explain (i) how the Vendor has demonstrated experience in completing similar projects on time and within budget, (ii) whether the individuals assigned to the project have experience on similar projects, and (iii) the applicable education and experience of the personnel who will be assigned to this project.

12.4. References

Vendor must describe its customer base including a profile of geographical areas served, customer size, and type of solutions and services provided. Submit the company names, addresses, telephone numbers, contacts, and a brief contract description of clients in the United States for whom comparable projects have been completed.

12.5. Financial history

Vendor must demonstrate that it is in sound business condition and must provide the Board with audited financial statements and other appropriate reports for the past three years for each organization participating in the proposed project.

12.6. Contract Performance

If the Vendor has had a contract terminated due to the Vendor's non-performance or poor performance during the past five years, all such incidents must be described, including the other party's name, address and telephone number. If no such terminations have been experienced by the Vendor in the past five years, so indicate. Vendor must also provide any instances where litigation was brought against the Vendor in relation to implementation of a voting system. Also indicate any instances in the past five years when Vendor's business licenses and/or permits to conduct business have been revoked or suspended and the reasons for such revocation of license, as well as any instances when the Vendor has been disciplined by the licensing jurisdictions.

13. Warranties

13.1. Technical Consistency, Competency and Standards

Vendor must agree to undertake the responsibility, in view of its superior technical experience, skill and knowledge, for ensuring that the proposed system meets all of the functional requirements of this RFP and contract documents and for resolving any inconsistencies or omissions in or among any contract documents to the reasonable satisfaction of the Board. Vendor must further agree to comply with all codes, standards and specifications which are generally recognized in the voting systems industry, included but not limited to those required by the United States Election Assistance Commission and/or the Federal Election Commission, the National Association of State Election Directors, and the Illinois State Board of Elections, as applying to work, material, parts, software or other equipment included in the proposed system, whether or not such are specifically identified in the contract documents.

13.2. General Standards of Workmanship

Vendor must agree to install, test and make fully operational the proposed system, and otherwise carry out and perform the duties and obligations required of it under any contract with the highest degree of skill, care and diligence shown by a contractor experienced, knowledgeable and skilled in data processing systems design, construction and operation. Vendor must further agree that all

services which require the exercise of professional skills or judgment will be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Vendor will be responsible for the professional and technical integrity and compatibility of the proposed system and all components thereof, regardless of whether contract obligations are performed by Vendor, its subcontractors or others on its behalf for a period of five (5) years.

13.3. System Operation

Vendor must agree to warrant for a minimum period of five (5) years that the proposed system (1) will be in good operating order in conformity with the Vendor's specifications and descriptions of the same contained in the Proposal and contract documents, (2) will be free from programming errors, and (3) will be free of defects in workmanship and material. During this warranty period, Vendor must promptly without additional charge repair or replace any component that fails during the applicable warranty period because of a defect in workmanship or material. Equipment will be warranted on-site. If at any time during the five (5) year period Vendor or the Board shall discover one or more defects or errors in any software or any other respect in which the software fails to conform to the provisions of any warranty, Vendor shall, entirely at its own expense, promptly correct such defect, error or non-conformity by, among other things, supplying the Board with such corrective codes and making such additions, modifications, or adjustments to the package as may be necessary to keep the software in operating order in conformity with the warranties. Vendor shall also assign to Board any manufacturer's warranty.

13.4. Proprietary Rights; Liens and Encumbrances; Compliance with All Laws

Vendor will be required to warrant that the equipment and the software (excluding third party software), and all rights thereto, are owned or will be owned by Vendor, and do not violate any third party's copyright, patent, trade secret or other proprietary right. Vendor must further warrant that the equipment is free and clear of all liens and encumbrances, and that, to the best of Vendor's knowledge, the manufacture, production, and installation of the equipment and the software and the sale or lease to (and the use thereof by) the Board will be in compliance with any and all applicable laws, rules and regulations.

13.5. Modifications and Upgrades

If Vendor or its subcontractors or manufacturers develops modifications, improvements, or upgrades to any part of the voting devices during the five-year warranty period, Vendor must provide them to the Board free of charge. Vendor must provide, at no additional cost, all new releases, upgrades and patches of the software during the warranty period. Documentation must be updated and delivered within ten (10) days after the new release or upgrade.

13.6. Extended Warranties

Vendor must provide options of extending warranty coverage for all equipment and software for additional years beyond the initial five-year period.

14. Remedies

Vendor must agree that any contract with the Board will provide that in the event of a default by the Vendor that is not promptly cured upon notice to Vendor, the Board may take any of the following actions:

- i. take over and complete the implementation of the proposed system or any part thereof, either directly or through another, as agent for and at the cost of Vendor;
- ii. cancel or suspend the contract as to all or any obligations yet to be performed;
- iii. obtain specific performance, an injunction or any other appropriate equitable remedy;
- iv. obtain money damages;
- v. withhold all or any part of Vendor's compensation;
- vi. offset any excess costs incurred by the Board in the event of termination of the contract for default or otherwise resulting from Vendor's non-performance or unsatisfactory performance under the contract, and any credits due to or overpayments made by the Board against any payment due for work or services performed pursuant to the contract which were completed prior to such termination; or
- vii. obtain any other remedy elsewhere provided by contract or by law or in equity.

In addition to and not in lieu of the foregoing, the Vendor must agree that in the event that it fails to deliver and make operational voting devices in the number and by the dates specified by timetable agreed to in any contract, the Board shall be entitled to receive from Vendor liquidated damages in amounts to be specified.

15. Performance Bond

Vendor must agree to deliver to the Board not later than the effective date of any contract a performance and payment bond in the full amount of the purchase price by a surety or sureties acceptable to the Board securing its obligations to be performed under contract on or prior to the expiration of the warranty period. Vendor must include in the Proposal price the price of any such bond.

16. Insurance

Vendor must agree to maintain in effect at all time during the term of any contract sufficient insurance against all losses and damages arising out of the fault or negligence of Vendor, its agents and subcontractors. Vendor must include in the Proposal price the price of any such insurance.

17. Evaluation

This RFP will be a competitively negotiated procurement. However, the Board may decide to award contracts or winnow the number of potential contractors with whom they will bargain without negotiation, therefore, vendors are strongly encouraged to submit their best Proposal initially. The Board reserves the right to award contracts to the vendor or vendors submitting the Proposal determined to be most advantageous and in the Board's best interest, in respect to price and other factors. The Board reserves the right to request clarification and/or request additional

information from vendors if necessary. Such clarifications and/or additional information shall be submitted by vendors as an Addendum to the Proposal upon request of the Board. However, since no additional input may be required, vendors are advised to submit complete information in the Proposal.

Responses to the requested information in the RFP will be the key components of evaluation. The expectation is that those Proposals in the competitive range and considered for contract award will exceed the minimum requirements. After the finalists have been identified, they will be invited to demonstrate their systems. These finalists will be provided with test election data to construct a mock election typical of an election that would be conducted in the Board. The Board may also ask for clarifications and additional information. The Board reserves the right to interview any or all of the finalists. This RFP does not commit the Board to award, nor does it commit the Board to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

The Proposals received in response to the RFP will be evaluated considering the following factors:

- (i) system's certification status;
- (ii) ease of use by voters, including voters with disabilities;
- (iii) ease of use by poll workers;
- (iv) cost of the system;
- (v) appropriateness of the system software to the Board's needs, including security;
- (vi) appropriateness of the system hardware to the Board's needs;
- (vii) ability of the proposed system to be integrated into the Board's current software environments;
- (viii) past success of the system in use in other large election jurisdictions comparable to the Board;
- (ix) quality and cost of vendor system support;
- (x) vendor qualifications and experience;
- (xi) financial history and stability of the vendor;
- (xii) arrangements that vendor must make to have the system manufactured;
- (xiii) storage requirements and the need for modifications to accommodate storage;
- (xiv) quality of staff training, poll worker training and community outreach;
- (xv) quality and extent of the documentation to be provided;
- (xvi) scope and cost of warranty and maintenance.

Other factors not listed here may also be considered in evaluating the Proposals.

As part of the evaluation process, the Board may require one or more of the proposing vendors to set up and carry out a mock election using materials, candidates and issues that would be or have been involved in actual elections by the Board.

18. General Conditions

Proposers are advised that the following General Conditions are standard terms that will be included in any contract with a successful vendor and will be part of any contract entered into with respect to this RFP. Proposers are cautioned to carefully review the General Conditions. To the extent that any General Condition is duplicative of any other provision in this RFP or seems to conflict with or contradict any other provision in this RFP, the General Condition and such other provision shall be read and construed together to discern, if possible, which controls. If a General Condition and any other RFP provision conflict so that they cannot be construed together, then the more specific of the two shall take precedence. If a proposer desires to take any exceptions to the General Conditions or to suggest modifications or revisions to the language of the General Conditions, the proposer must expressly set forth all exceptions, modifications or revisions to each specific General Condition within its response to this RFP. Failure to state such exceptions, modifications or revisions to each specific General Condition within the proposer's proposal shall preclude the proposer from raising any such exceptions, modifications or revisions at the time of execution of any contract. The Board is not required to accept any such exceptions, modifications or revisions to the General Conditions and may reject a proposal if the Board deems such exceptions, modifications or revisions unacceptable. Proposers are advised that the mere inclusion in the proposal of standard form documents containing the proposer's standard legal contract terms shall not constitute "exceptions, modifications or revisions" for purposes of this paragraph and such standard form documents shall be disregarded.

18.1. Indemnification

The Contractor covenants and agrees to indemnify and save harmless the Board and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the Board as hereinabove provided.

18.2. Subcontracting or Assignment of Contract or Contract Funds

Once awarded, the Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Board, which approval shall be granted or withheld in the sole discretion of the Board. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Board. The unauthorized subcontracting or assignment of the Contract, in whole or in part,

or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the Board and are null and void.

The Contractor shall identify in its proposal any and all subcontractors it intends to use in the performance of the Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract.

The Board reserves the right to prohibit any person from entering any Board facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Board while on any Board property and shall abide by all rules and regulations imposed by the Board.

18.3. Inspection and Responsibility

At any and at all times during the term of the Contract and at any location where the Contract is performed, the Board shall have a right to inspect any Deliverables provided in carrying out the Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under the Contract. Deliverables may be rejected by the Board's Purchasing Agent and/or the Executive Director if they fail to meet Contract requirements or are provided in a manner that does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the Board. Any Deliverables rejected shall be removed within a reasonable time from the premises of the Board at the entire expense of the Contractor, after notice has been given by the Board to the Contractor that such Deliverables have been rejected.

18.4. Insurance

Contractor shall purchase and maintain at all times during the term of the Contract insurance coverage which is satisfactory to the Board and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the Board and shall name the Board as an additional insured. With the exception of certificates required to be submitted with the Proposal, Contractor shall deliver to the Board satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

18.5. Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed voucher form. No payments shall be made with respect to invoices which do not include the voucher form or which otherwise fail to comply with the requirements of this paragraph.

18.6. Prepaid Fees

In the event the Contract is terminated by either party, for cause or otherwise, and the Board has prepaid for any Deliverables, Contractor shall refund to the Board, on a prorated basis to the

effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

18.7. Taxes

Federal Excise Tax and the Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to Deliverables purchased by the Board. The Board shall supply appropriate tax exemption documents to Contractor. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes that apply to the Contract.

18.8. Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the Contract period. For purposes of this section, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

18.9. Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under the Contract, Contractor shall reflect any such credits on its invoices and in the amounts it invoices the Board.

18.10. Disputes

Any dispute arising under the Contract between the Board and Contractor shall be decided by the Board's Purchasing Agent (or such agent as appointed by the Board's Executive Director). The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his or her decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Board. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the Board in writing.

18.11. Default

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition, including but not limited to a representation or warranty, of the Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the Board, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of the Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the Board may, at its option, declare the Contractor to be in default and the Board shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach.

Failure of the Board to give written notice of breach to the Contractor shall not be deemed to be a waiver of the Board's right to assert such breach at a later time, should the Contractor commit a subsequent breach of the Contract.

The Board shall be in default hereunder if any material breach of the Contract by Board occurs which is not cured by the Board within thirty (30) days after written notice has been given by Contractor to the Board, setting forth the nature of such breach.

18.12. Board's Remedies

Following notice of material breach to Contractor, the Board reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period, or if Contractor commits a subsequent breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the Board shall have the right to terminate the Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the Board shall have the right to pursue all remedies in law or equity.

18.13. Contractor's Remedies

If the Board has been notified of breach and fails to remedy the breach during the thirty (30) day cure period, the Contractor shall have the right to terminate the Contract upon not less than thirty (30) days prior written notice to the Board which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the amount of the Contract as awarded by the Board less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the Board's operations or repossess any component thereof.

18.14. Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the Contract.

18.15. Modifications and Amendments

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments

which individually or cumulatively result in additional cost of \$25,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Board. Modifications and amendments which increase cost by less than \$25,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent and the Executive Director.

Subject to the foregoing, the Purchasing Agent may, by written order, make changes with respect to the times of delivery and the places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments that are made in accordance with this section, no Board department or employee thereof has authority to make any modification or amendment to the Contract.

18.16. Patents, Copyrights and Licenses

Contractor agrees to hold harmless and indemnify the Board, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against Board based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for Board, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in the Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of the Contract.

18.17. Personnel

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the Board with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The Board may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the Board other acceptable personnel with thirty (30) days of notification. Notwithstanding the Board's approval of Contractor's personnel, the Contractor shall be fully responsible to Board for all work performed pursuant to the Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the Board.

18.18. Minimum Wage

(a) Contractor shall pay its employees no less than \$13.45 per hour for work performed under any Contract and shall require any subcontractors performing work under the Contract to pay their employees no less than \$13.45 per hour for work performed under the Contract.

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

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

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

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

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

18.19. Compliance with Laws

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the United States, the State of Illinois, the County of Cook, and the City of Chicago that may in any manner affect the performance of the Contract. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and city licenses, permits and fees required hereunder.

18.20. Minority and Women Business Enterprises

Anyone providing, supplying, or furnishing goods, services, facilities, or programs is encouraged to abide by the spirit of the City of Chicago's Minority-Owned and Women-Owned Business Enterprise Procurement Program Ordinance, and attempts to fulfill the spirit of that ordinance should be identified in any proposals submitted to the Board. Such efforts may be taken into account by the Board in awarding contracts pursuant to this RFP.

Contractor's failure to carry out its MBE/WBE commitments in the course of Contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy as the Board deems appropriate.

18.21. Federal And State Laws Pertaining To Civil and Human Rights

Contractor shall agree to comply with Federal and State laws pertaining to civil and human rights, specifically:

18.21.1. Illinois Human Rights Act

Contractor must agree, and must cause each of its subcontractors to agree, to comply with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and (i) refrain from unlawful discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, (ii) comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action, (iii) provide such information with respect to its employees and applicants for employment and assistance as the Department may reasonably request, and (iv) have written sexual harassment policies that include information required by the Illinois Human Rights Act. Contractor's written policies regarding these issues will be made available to the Board upon request.

18.21.2. Civil Rights Act Title VII

Contractor must agree, and must cause each of its subcontractors to agree, to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.), which makes it an unlawful practice to discriminate on the basis of race, color, religion, sex or natural origin.

18.21.3. Board Policy Against Harassment

Contractor must agree, and must cause each of its subcontractors to agree, to comply with the Board's Policy Against Harassment, Including Sexual Harassment, which makes it a violation of the Board's policies to discriminate on the basis of sex, color, race, pregnancy, ancestry, religion, national origin, age, disability, marital status, military status, military discharge status, citizenship status, sexual orientation, parental status, source of income, housing status, or any other protected group status.

18.22. Conduct of the Contractor

The Contractor agrees to inform the Board on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the Board. Neither the Contractor, nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information that is acquired in connection with the Contract.

18.23. Accident Reports

The Purchasing Agent and the Executive Director shall be given prompt written notification no later than twenty-four (24) hours following any occurrence, on Board premises or otherwise, which

pertains in any way to the Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the Board. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the Board should indicate whether the police were notified and, if so, the police report number.

18.24. Use of Board Premises and Resources

Contractor shall confer with the Executive Director to ascertain full knowledge of all rules and regulations of the Board facilities relative to the Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on Board premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Executive Director and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

The Board reserves the right to prohibit any person from entering any Board facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Executive Director while on any Board property and shall abide by all regulations imposed by the Board.

18.25. General Notice

All notices required pursuant to the Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE BOARD:

Mr. Lance Gough
Executive Director
Chicago Board of Election Commissioners
69 West Washington Street, Room 800
Chicago, Illinois 60602

TO THE CONTRACTOR:

At address provided in the Contract or as otherwise indicated in writing to Board's Purchasing Agent in a written document which, in bold face type, references the name of the Contractor and states "NOTIFICATION OF CHANGE IN ADDRESS."

18.26. Termination for Convenience and Suspension of Contract

The Board may terminate the Contract, or any portion, at any time by notice in writing from the Board to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the

Board. If the Board elects to terminate the Contract in full, except as otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the Board all Deliverables, whether completed or in process. If the Board elects to terminate the Contract in part, except as otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the Board all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract that are terminated except as specifically approved by the Executive Director.

18.27. Guarantees and Warranties

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Executive Director before a final voucher on the Contract is issued. The Contractor agrees that the Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to Board under the Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the Board and shall submit all appropriate documentation of said transfer to the Board at the time Contractor tenders the Deliverables.

18.28. Standard of Deliverables

Only new, originally manufactured Deliverables will be accepted by the Board. The Board will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

18.29. Confidentiality; Ownership of Data, Documents

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

To ensure that the Board's Confidential Information, information assets and technology are secure from unauthorized access, misuse, disclosure, degradation or destruction, and to prevent unauthorized or unlawful disclosure of personal and private information, the Board has adopted an "Information Security and Identity Protection Policy", a copy of which is attached hereto as **Appendix C**. Contractor and each of Contractor's employees, temporary workers, subcontractors, or agents having access to the Board's information assets must sign a Confidentiality and Acceptable Use Agreement, which is included in **Appendix C**, and must abide by the Board's Information Security and Identity Protection Policy. Upon the expiration or termination of the Contract, each party shall forthwith return to the other all papers, materials, data or other property of the other party then in its possession.

Contractor shall not issue publicity news releases or grant press interviews, or, except as may be required by law during or after performance of the Contract, disseminate any information regarding its services or the project to which the services pertain without the prior written consent of the Board.

Contractor acknowledges and agrees that information regarding the Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of the Contract or at any time thereafter, without the written consent of the Board. Contractor shall comply with the applicable privacy laws and regulations affecting Board and will not disclose any of Board's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from Board without the prior written approval of Board. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Board without charge.

All documents, data, studies, reports, work product or product created by the Board as a result of the performance of the Contract (the "Documents") shall remain the property of the Board. It shall be a breach of the Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the Board or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party without the Board's written consent. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The Board and its designees shall be afforded full access to the Documents and the work at all times.

18.30. Quantities

Any quantities of indicated product in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The Board reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the Board. The Board will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

18.31. Audit; Examination of Records

The Contractor agrees that the Board or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of the Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Board or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the Board, the Contractor shall promptly refund the disallowed amount to the Board on request, or at the Board's option, the Board may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the Board.

18.32. Governing Law

The Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the Board's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the Board pursuant to the Contract.

18.33. Waiver

No term or provision of the Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

18.34. Entire Contract

It is expressly agreed that the provisions set forth in the Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Contract are of no force and effect.

18.35. Force Majeure or Unavoidable Delays

Neither Contractor nor Board shall be liable for failing to fulfill any obligation under the Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused

by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

18.36. Contract Interpretation

Except where the context clearly indicates otherwise, whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in the Contract are included for convenience only and shall not be considered by either party in construing the meaning of the Contract. If any provision or clause of the Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

18.37. Independent Contractor Status; No Third Party Beneficiaries

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the Board. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which Board employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained in the Contract shall be deemed or construed by the parties thereto, nor by any third party, as creating the relationship or principal and agent or of partnership or of joint or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

-- END OF DOCUMENT --

¹ 10 ILCS 5/24B-1 *et seq.*

² 10 ILCS 5/24C-1, *et seq.*

³ 10 ILCS 5/24-1, *et seq.*

⁴ 10 ILCS 5/24A-1, *et seq.*

⁵ “Established” political parties are entitled to select their nominees at a primary election, as opposed to creating new political parties and nominating their candidates by petition. Political parties can be “established” at the statewide level (e.g., Democratic and Republican Parties) or at the local level (e.g., “Good Government Party” or “Reform Party”). Voters in those counties and municipalities having local established political parties are entitled to request a primary ballot containing the names of candidates for both a statewide political party and a local political party. Hence, a “hybrid” ballot contains the names of two established political parties on the same primary ballot. Hybrid ballot are infrequently used; nonetheless, it may become necessary to create a hybrid ballot for some even-year elections.

⁶ 10 ILCS 5/24A-9; 5/24B-9; 5/24C-9.

⁷ 10 ILCS 5/24A-15; 5/24B-15; 5/24C-15.

⁸ 10 ILCS 5/24A-15.1; 5/24B-15.1; 5/24C-15.1.

⁹⁹ Vendors must possess all necessary business licenses, permits, etc. at the time of contract. However, vendors showing evidence of having all such licenses, permits, etc. at time of proposal have the advantage of demonstrating that they are presently able to contract and partner with the Board in providing a voting system while the ability of other vendors to do so is at best uncertain.

ATTACHMENT A

SCHEDULE OF PRICING

Vendor Schedule of Pricing Sheet

(Insert response in shaded areas.)

Vendor Name

Cost Model Pricing

Lease Grand Total Amount \$

Purchase Grand Total Amount \$

Description	Part No.	Quantity	Unit Price	Total Price	Year 1 Maintenance Per Unit	Year 2 Maintenance Per Unit	Year 3 Maintenance Per Unit	Year 4 Maintenance Per Unit	Year 5 Maintenance Per Unit	Year 4 Maintenance Per Unit	Year 5 Maintenance Per Unit	Total
Precinct components												
Voting Device*		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auxiliary components in addition to those necessary for full functionality during normal election												
Booth		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Memory devices		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Smart Cards/Initiation Device		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Visually impaired accessories		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Battery(ies)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Back-up Battery(ies)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telecommunications		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printer		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (specify)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Precinct Cost				\$ -								\$ -

Description	Part No.	Quantity	Unit Price	Total Price	Year 1 Maintenance Per Unit	Year 2 Maintenance Per Unit	Year 3 Maintenance Per Unit	Year 4 Maintenance Per Unit	Year 5 Maintenance Per Unit	Year 4 Extended Warranty	Year 5 Extended Warranty	Total
Central office hardware components												
Servers		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Desktops		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Laptops		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printers		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Memory/Cartridge												
Readers		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Modems		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Routers		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Power supply		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Switches		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Absentee ballot tabulators		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (specify)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Hardware Cost				\$ -								\$ -

Description	Part No.	Quantity	Unit Price	Total Price	Year 1 Maintenance Per Unit	Year 2 Maintenance Per Unit	Year 3 Maintenance Per Unit	Year 4 Maintenance Per Unit	Year 5 Maintenance Per Unit	Year 4 Extended Warranty	Year 5 Extended Warranty	Total
Central office software components												
Ballot tabulation management system		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
License fees		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Programming		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Upgrades		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (specify)		0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Software Cost				\$ -								\$ -

Description	Quantity	Unit Price	Total Price
-------------	----------	------------	-------------

Expenses			
Delivery	0	\$ -	\$ -
Installation	0	\$ -	\$ -
Insurance	0	\$ -	\$ -
Testing	0	\$ -	\$ -
Other (specify)	0	\$ -	\$ -
Total Expenses			\$ -

Description	Quantity	Unit Price	Total Price
Training			
Staff training	0	\$ -	\$ -
Election judge training	0	\$ -	\$ -
Voter education	0	\$ -	\$ -
Community outreach	0	\$ -	\$ -
Other (specify)	0	\$ -	\$ -
Total Expenses			\$ -

TOTAL SYSTEM COST	\$ -
-------------------	-------------

\$ -

Labor hourly rates (for items not covered in above items)

Additional On Site Training	\$ -
Emergency Onsite Labor Rates **/**	\$ -
On-Site Response (12 hour)	\$ -
On-Site Response (4 hour)	\$ -
Other Labor Rate	
Where no annual maintenance agreement	\$ -

APPENDICES

APPENDIX 1 AFFIDAVIT OF PROPOSAL SUBMISSIONS

APPENDIX 2 ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT

APPENDIX 3 INFORMATION SECURITY AND IDENTITY PROTECTION

APPENDIX 4 INSURANCE CERTIFICATE OF COVERAGE FORM

APPENDIX 1
AFFIDAVIT OF PROPOSAL SUBMISSION

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

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

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

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

FULL BUSINESS NAME OF PROPOSER: _____

BUSINESS ADDRESS: _____

OR AUTHORIZED PERSON(S)* TITLE _____ SIGNATURE OF PROPOSER

- Note: If this proposal is submitted on behalf of a corporation, then this instrument must be signed by the President of the corporation or such other person authorized by the corporate by-laws or resolutions of the board of directors to bind the corporation (attach a certified copy of appropriate section of by-laws or resolution). This signed instrument must be attested to by the corporation's secretary.
- If this proposal is submitted on behalf of a partnership, all partners must sign this instrument, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority must be submitted.

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

Notary Public Signature {Seal}

COMPLETE IF SUBMITTED AND SIGNED BY CORPORATION:

**ATTEST: _____
Corporate Secretary Signature

{Affix Corporate Seal}

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

{Seal}

Notary Public Signature

APPENDIX II
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:

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS A.

NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

☐ Person	☐ Limited liability company*
☐ Publicly registered business corporation	☐ Limited liability partnership*
☐ Privately held business corporation	☐ Joint venture*
☐ Sole proprietorship	☐ Not-for-profit corporation
☐ General partnership*	(Is the not-for-profit corporation also a 501(c) (3))?
☐ Limited partnership*	☐ Yes ☐ No
☐ Trust	☐ 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.

Chicago Board of Election Commissioners
Request for Proposals
Voting System
Page 6

Name

Title

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

Name

Business Address

Percentage Interest in
the Disclosing Party

SECTION III -- BUSINESS RELATIONSHIPS WITH BOARD OFFICIALS

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

☐ Yes

☐ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated

to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

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

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

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

(Add sheets if necessary)

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

SECTION V – CERTIFICATIONS

A. CERTIFICATIONS

The Disclosing Party certifies that:

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

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

(b) have not, within a five-year period preceding the date of this Statement, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

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

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

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

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

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

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

- (a) bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the Board, the City of Chicago, the County of Cook, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- (b) agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- (c) made an admission of such conduct described in (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct.

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

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

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

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

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

The Disclosing Party understands and agrees that:

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

B. The certifications, disclosures, and acknowledgments contained in this Statement will become part of any contract or other agreement between the Applicant and the Board in connection with the Matter, whether procurement, Board assistance, or other Board action, and are material inducements to the Board's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this Statement is based.

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

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

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

The Disclosing Party represents and warrants that:

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

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

CERTIFICATION

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

Date: _____

(Print or type name of Disclosing Party)

By: _____
(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

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

_____ City, County and State

Notary Public Signature

Seal

Commission expires:

APPENDIX III
BOARD OF ELECTION COMMISSIONERS CITY OF CHICAGO
Confidentiality and Acceptable Use Agreement

PURPOSE

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

RECIPIENT'S OBLIGATIONS

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

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

BOARD OF ELECTION COMMISSIONERS 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

Chicago Board of Election Commissioners
Request for Proposals
Voting System
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APPENDIX 4:
Insurance Certificate of Coverage

Named Insured: _____ RFP: _____ Voting System _____
Address: _____ Election Year: 2018 Purchase Order No. _____
(Number and Street)

(City) (State) (Zip)

Description of Operation/Location

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 of 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 [] Claims made [] Occurrence [] Premise-Operations [] Explosion/Collapse Underground [] Products/Completed-Operations [] Blanket Contractual [] Broad Form Property Damage [] Independent Contractors [] Personal Injury [] Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
[] Excess Liability [] 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 requirement

Name and Address of Certificate Holder and
Recipient of Notice

Certificate Holder/Additional Insured
Chicago Board of Election Commissioners
Purchasing Department, Suite 800
69 West Washington Street
Chicago, IL 60602

Signature of Authorized Rep. _____
Agency/Company: _____
Address _____
Telephone _____