

# DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201  
General Email: purchasing@dupageco.org

REQUEST FOR PROPOSAL:	P13-276	PROPOSAL ISSUE DATE:	11/22/13
PROPOSAL DESCRIPTION:	FURNISH, DELIVER AND INSTALL ELECTRONIC POLLBOOK		
PROPOSAL OPENING DATE:	12/12/13	PROPOSAL OPENING TIME:	3:00 p.m.
SUBMIT 1 ORIGINAL PLUS 4 COPIES		BOND REQUIRED: NONE	

PROPOSAL RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC PROPOSAL OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. PROPOSALS WILL BE RECEIVED AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE PROPOSALS WILL NOT BE CONSIDERED.

### TO ALL PROSPECTIVE PROPOSERS:

You are hereby invited to submit your proposal for the services to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original proposal and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All proposals are subject to staff analysis. The DuPage County Election Commission reserves the right to accept or reject any and all proposals received and waive any and all technicalities.

Proposals must be delivered and time stamped, prior to the public proposal opening date and time, to:	<b>DU PAGE COUNTY PROCUREMENT SERVICES DIVISION</b> 421 NORTH COUNTY FARM ROAD, ROOM 3-400 WHEATON, IL 60187-3978
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Any communication regarding this invitation between the date of issue and date of award is required to go through the Proposal Coordinator or the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor). <b>Unauthorized contact with DuPage County Election Commission staff or officers is strictly forbidden.</b>			
BUYER:	Karin Kietzman	PHONE:	(630) 407-6181
EMAIL:	Karin.kietzman@DuPageCo.org		
PROPOSAL COORDINATOR:	Glenda Vasak	PHONE:	(630) 407-6190
EMAIL:	Glenda.Vasak@DuPageCo.org		

FULL NAME OF PROPOSER	
PROPOSER CONTACT PERSON	
TELEPHONE NUMBER	

**FACSIMILE AND/OR E-MAIL TRANSMITTED PROPOSALS WILL NOT BE ACCEPTED**  
**PLEASE NOTE: Our proposal documents have changed; please review carefully.**

COUNTY OF DU PAGE, ILLINOIS

**PROJECT INFORMATION**

<b>PROJECT NAME:</b>	<b>ELECTRONIC POLLBOOK</b>
<b>USER DEPARTMENT:</b>	<b>DuPage County Election Commission</b>

<b>EVENT:</b>	<b>LOCATION:</b>	<b>DATE:</b>	<b>TIME:</b>
Deadline for Exceptions to Proposal Language and Specification Inquiries. <b>MUST BE IN WRITING TO:</b>	Must be submitted in writing to: <b><u>BidInformation@DuPageCo.Org</u></b>	11/29/13	3:00 p.m.
Proposal Due	Procurement Services, Room 3-400	12/12/13	3:00 p.m.

√	<b>SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
	ORIGINAL PROPOSAL
	FOUR (4) COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	JOINT PURCHASING SECTION, COMPLETED
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-Form W-9

<b>AWARDED CONTRACTOR REQUIREMENTS</b>	
CERTIFICATE OF INSURANCE	DUE WITHIN 10 DAYS OF NOTICE OF AWARD

## INSTRUCTIONS TO PROPOSERS

### ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com), as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at [www.adobe.com/products/acrobat/readstep.html](http://www.adobe.com/products/acrobat/readstep.html).

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at [www.DemandStar.com](http://www.DemandStar.com). Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

### ON-LINE PROVIDER DISCLAIMER:

DemandStar.com has no affiliation with the DuPage County Election Commission other than as a service that facilitates communication between the Election Commission and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the Election Commission. Communications to DemandStar.com do not constitute communications to the Election Commission.

### PROPOSAL REQUIREMENTS:

All proposals must be submitted with these contract documents and shall conform to the terms and conditions set forth in this Request for Proposal (the RFP). Please make and retain a copy of your Response (Proposal) for your records. The proposal must be enclosed in a sealed envelope bearing the proposal number and the printed title of the proposal. Proposers must sign, in ink, the proposal form where indicated and have the signature notarized. **Unsigned proposals will not be read.**

Proposer shall acknowledge receipt of each addendum issued in the space provided on the proposal form.

### ALTERNATE/EQUAL PROPOSALS:

The specifications cannot cover precisely, all minute details of the services required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The DuPage County Election Commission, for cost effective measures, standardizes on specific items; those proposals will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in proposing the alternate item, the Proposer must also attach manufacturer's printed specifications and literature.

Proposers submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The DuPage County Election Commission shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and that decision will be final and binding.

Proposers are encouraged to submit cost-saving/value-added alternate proposal pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the proposal pricing as specified, allowing for clear evaluation and value-analysis by the Election Commission.

The DuPage County Election Commission recognizes the expertise provided by many Proposers and encourages creativity in proposing. Alternates may be considered if the proposal submitted clearly indicates what will be furnished and how it will benefit the Election Commission. Alternates will be compared to the lowest responsive, responsible proposal as specified.

**COMPETITION INTENDED:**

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the Proposer's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Buyer not later than seven (7) days prior to the date set for proposals to close.

**DEVIATIONS:**

The DuPage County Election Commission reserves the right to approve any services the Proposer proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item proposed, from that prescribed in the specifications, Proposer must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the Election Commission to accommodate accepted deviations.

**EXCEPTIONS:**

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Proposer's letterhead and signed; exceptions must reference the proposal number and the specification, contract term or other portion of the Request for Proposal which is being accepted. If the Proposer wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the proposal shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Proposer agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the proposal.

**EXAMINATION BY PROPOSER:**

The Proposer shall, before submitting his proposal, carefully examine the proposal and specifications. If his proposal is accepted, he will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the DuPage County Election Commission, such information represents only the opinion of the DuPage County Election Commission as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The DuPage County Election Commission does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

**ELECTRONIC TRANSMITTALS:**

Facsimile and/or e-mail transmitted proposals will not be accepted by the County of DuPage. In addition, the County of DuPage will not transmit facsimile or e-mail proposal specifications to the Proposer.

**INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Proposer is uncertain as to the meaning of any part of the specifications or this RFP, the Proposer is expected to contact the Procurement Services Division no less than seven (7) days prior to proposal opening date.

**PREPARATION OF PROPOSALS:**

The Proposal must be returned with all pages intact. Please make and retain a copy of the signed proposal for your records. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, shall be correctly filled in. Proposer shall acknowledge receipt of each addendum issued in the space provided on the proposal form.

When a proposal consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be proposed, and/or where proposals are to be made on more than one item, the Proposer shall extend the unit price(s) proposal in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the proposal and shall indicate same on the proposal pricing page. The Proposer must propose in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the DuPage County Election Commission and the correct extensions and sums will be used in the comparison of proposals. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base proposal and the true sum of the individual proposal items, the true sum shall prevail.

## COUNTY OF DU PAGE, ILLINOIS

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Where unit prices are requested, the quantities stated are approximate only but will be used to determine proposal award. The quantities for all items on which proposals are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Proposals will be compared on the basis of number of units stated in the Proposal Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum proposal amount, the "Written in Words" shall govern.

Proposers are warned against making any erasures or alterations of any kind, and proposals that contain omissions, erasures, conditions, or alterations may be rejected. The Proposer must fill in all blanks. Use "N/A" or "None" where applicable.

If the Proposer is a corporation, the President shall execute the proposal. In the event that the proposal is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Proposer is a partnership, all partners shall execute the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the DuPage County Election Commission shall be submitted.

If the Proposer is a sole proprietor, the owner shall execute the proposal.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

### **SUBMISSION OF PROPOSALS:**

The Proposer shall be responsible for delivery of proposals to the Procurement Services Division before the date and hour set for the opening of proposals. Late proposals will not be considered and will be returned unopened.

All proposals must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Proposals mailed "EXPRESS MAIL" must have proposal number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the County's internal mailroom system.

### **CONTRACT AWARD INFORMATION:**

The successful Proposer will be asked to sign a contract agreement (sample attached).

If the Proposer wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification will be sent to the vendor receiving the award via mail or fax. Award status can be viewed at [www.DemandStar.com](http://www.DemandStar.com).

Response summaries will be available over the Internet at [www.DemandStar.com](http://www.DemandStar.com). This summary information will include offers that were delivered by the required proposal opening date and time.

The above proposal status information can also be obtained by contacting the Proposal Coordinator at (630) 407-6190.

**END OF INSTRUCTIONS TO PROPOSERS**

## GENERAL CONDITIONS

### ADDENDUM AND SUPPLEMENT TO REQUEST FOR PROPOSAL:

If it becomes necessary or advisable to revise any part of this RFP or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum

Addendum information is available over the Internet at [www.DemandStar.com](http://www.DemandStar.com). Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the proposal deadline.

### APPLICABLE CODES AND ORDINANCES:

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

### CHANGES:

The DuPage County Election Commission reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between DuPage County Election Commission and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The DuPage County Election Commission will request the Procurement Services Division to issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

### COMMENCEMENT OF WORK:

The successful Contractor must not commence any billable work prior to the DuPage County Election Commission's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

### COMMUNICATIONS:

In an effort to create a more competitive and unbiased procurement process, the Election Commission desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the Election Commission personnel concerning this solicitation or the evaluation process must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with Election Commission employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the DuPage County Election Commission to reject the Proposer's proposal. If it is later discovered that a violation has occurred, the DuPage County Election Commission may reject any proposal or terminate any contract awarded pursuant to this solicitation.

### CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

It is agreed that any and all specifications, drawings, or data furnished by the DuPage County Election Commission shall (1) remain the DuPage County Election Commission's sole and exclusive property; (2) be considered and treated by Contractor as DuPage County Election Commission's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

### CONTRACTOR PERFORMANCE:

The Instructions to Proposers, Proposal Form, General Conditions, Special Conditions, contract specifications and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's

performance under the terms of the Contract shall be to the satisfaction of the DuPage County Election Commission. Failure to comply with any statutory requirements shall be deemed a performance breach.

**DRUG FREE WORKPLACE:**

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

**ENDORSEMENTS:**

Contractor shall not use the name, seal or images of County of DuPage and DuPage County Election Commission in any form of endorsement to any third-party without the Election Commission's written permission.

**F.O.B.:**

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Proposer must be the total cost delivered to the location(s) stated. Proposer must not qualify his proposal by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without the DuPage County Election Commission's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

**FORCE MAJEURE:**

The County of DuPage and the DuPage County Election Commission shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

**INDEMNITY:**

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and DuPage County Election Commission and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County and DuPage County Election Commission and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the DuPage County Election Commission's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County and DuPage County Election Commission do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

**LAW GOVERNING:**

The RFP and resulting contract shall be governed by the laws of Illinois. Proposer agrees to comply with all applicable State and Federal laws.

**LIENS, CLAIMS, AND ENCUMBRANCES:**

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

**LOBBYIST REGISTRATION:**

Proposer shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

**MSDS:**

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

**MISCELLANEOUS REQUIREMENTS:**

The County and the DuPage County Election Commission will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Proposal. All Proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

**NON-DISCRIMINATING:**

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

**PATENTS:**

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage and DuPage County Election Commission and their Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the DuPage County Election Commission whenever infringement will result from Contractor's adherence to specifications supplied by the DuPage County Election Commission or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage and the DuPage County Election Commission, its Officers, agents or employees therein.

**PAYMENT:**

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The DuPage County Election Commission shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

**PROTEST:**

No protest shall be based on a matter or issue which could have been raised as an exception prior to proposal opening.

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the proposal by the DuPage County Election Commission. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the RFP number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final. Upon receipt of a protest the DuPage County Election Commission may, but is not required to, delay its order under the awarded contract.

**RESERVATION OF RIGHTS:**

The DuPage County Election Commission reserves the right to reject any or all proposals failing to meet the Election Commission's specifications or requirements and to waive technicalities. If in the Election Commission's opinion, the lowest proposal is not the most responsible proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the DuPage County Election Commission. In determining the lowest responsible Proposer, the DuPage County Election



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Commission shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the Election Commission and the delivery terms. Intangible factors, such as the Proposer's reputation and past performance, will also be weighed.

The Proposer's failure to meet the mandatory requirements of the RFP will result in the disqualification of the proposal from further consideration.

The DuPage County Election Commission further reserves the right to reject all proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP.

Submission of a proposal confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the DuPage County Election Commission's discretion and shall be made in the best interest of the Commission.

### **TAX:**

The DuPage County Election Commission does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-06. A copy of the exemption letter is available upon written request.

### **TERMINATION, CANCELLATION AND DAMAGES:**

Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any reason upon serving thirty (30) days' prior written notice upon the other party. Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Insurance and indemnity obligations shall survive termination.

Either party may terminate this Agreement, effective immediately, if (i) such party determines, in its sole discretion, that continuation of the Agreement would jeopardize the health or welfare of any patient residing at the FACILITY, (ii) the other party fails to maintain such party's licenses, insurances, or required certifications that are required to perform such party's duties or obligations under this Agreement, (iii) the other party breaches any representation, warranty or other term of this Agreement, (iv) the other party is convicted of any offense punishable as a felony, (v) the other party commits fraud, embezzlement, misappropriation or the like with respect to the other party or such party's assets. Notwithstanding anything set forth in this Agreement to the contrary, if any of the terms of this Agreement are held to violate any law or regulation relating to the delivery of and/or reimbursement for health care services, including but not limited to, Medicare and/or Medicaid laws and regulations, either party may terminate this Agreement effective immediately upon written notice to the other party.

### **TRANSFER OF OWNERSHIP OR ASSIGNMENT:**

The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the DuPage County Election Commission must be notified and approve same in writing.

### **VENUE:**

By submitting a response, Proposer agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the Circuit Court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

### **WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.

## **END OF GENERAL CONDITIONS**

**SPECIAL CONDITIONS**

**ACCURACY DISCLAIMER:**

The Contractor shall thoroughly acquaint himself with the services required for the proposal to fully understand the facilities, difficulties and restrictions attending to the execution of the proposal. The Contractor will be allowed no additional compensation for his failure to be so informed.

**DELIVERY REQUIREMENTS:**

A majority of the shipments will be sent to the DuPage County Election Commission's Aurora Warehouse, 2580 Diehl Road in Aurora. Other shipments will be sent to DuPage County Election Commission's receiving dock, 421 North County Farm Road, Wheaton.

All deliveries shall be made Monday through Friday, excluding holidays between the hours of 8:30 a.m. and 3:30 p.m. Prior to delivery Contractor must give forty-eight (48) hour notice to Joseph Sobecki at (630) 407-5627.

All items shall be proposal F.O.B. destination. The term *F.O.B. Destination* shall mean: delivered to DuPage County Election Commission Warehouse, 2580 Diehl Road, Aurora, Illinois 60502 or 421 North County Farm Road, Wheaton, Illinois 60187, with all charges for transportation and unloading and inside delivery paid by the Proposer. Under no circumstances will the DuPage County Election Commission be liable for additional delivery charges.

**INSPECTIONS:**

The Contractor shall be responsible for all goods rejected and returned to Contractor. The Contractor will initiate and pursue to disposition all damage claims against carrier and/or manufacturers in the event of non-acceptance. The Contractor shall replace or adjust the cost of all rejected items.

**JOINT PURCHASING:**

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your proposal to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES \_\_\_\_\_ NO \_\_\_\_\_

State any other requirements that they would have to meet beyond that of our Proposal invitation and specification.

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NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this proposal, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

**NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor.

**PERMITS, FEES, AND NOTICES:**

The Awarded Contractor shall secure and pay for all Permits and Governmental Fees, licenses, and inspection necessary for the proper execution and completion of the work which are legally required, file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

**PROPERTY FURNISHED TO CONTRACTOR BY DU PAGE COUNTY ELECTION COMMISSION:**

All property furnished to the Contractor by the DuPage County Election Commission or specifically paid for by the DuPage County Election Commission, for use in the performance of this contract, shall be and remain the property of the DuPage County Election Commission, shall be subject to removal upon the DuPage County Election Commission's instruction, shall be used only in filling orders from the DuPage County Election

Commission, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the DuPage County Election Commission, and upon recall by the DuPage County Election Commission shall be packaged at Contractor's expense for shipment to the DuPage County Election Commission in accordance with DuPage County Election Commission's instructions. Copies of policies or certificates of such insurance will be furnished to DuPage County Election Commission on demand.

It is agreed that any and all specifications, drawings, or data furnished by the DuPage County Election Commission shall (1) remain the DuPage County Election Commission's sole and exclusive property; (2) be considered and treated by Contractor as DuPage County Election Commission confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this order/contract/and (3) be returned upon request.

**PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED**

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposers fully to acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

**QUANTITIES:**

The DuPage County Election Commission reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the DuPage County Election Commission.

**RENEWAL & EXTENSION:**

The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. **In no event shall the term plus renewals exceed four (4) years.**

**RIGHT TO INSPECT:**

The DuPage County Election Commission reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, and other qualification of the Proposer and to reject any Proposal regardless of price if it shall be administratively determined that in the DuPage County Election Commission sole discretion the Proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. The DuPage County Election Commission reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this Proposal.

**SUBCONTRACTORS:**

All subcontractors shall be identified on the form contained herein. The DuPage County Election Commission reserves the right to reject any or all subcontractors. The Proposal must clearly state the identity of each team member and their role. The Proposer's response must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract. The DuPage County Election Commission reserves the right to accept or reject any subcontractor if in the DuPage County Election Commission's sole opinion it is in the best interest of the DuPage County Election Commission.

**VENDOR QUALIFICATIONS:**

Vendor will provide a general history, description and status of their Company.

**END OF SPECIAL CONDITIONS**

**INSURANCE REQUIREMENTS**

Upon notice of acceptance of proposal, the successful Proposer shall, within thirty (30) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide additionally insured policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the Election Commission licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. **Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing the DuPage County Election Commission thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Election Commission.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
3. <b>**Commercial General Liability****</b>	
A. Per Occurrence	\$2,000,000
B. General Aggregate	
1. General Aggregate- Per project	\$2,000,000
2. General Aggregate - Products/ Completed Operations	\$2,000,000
4. Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
5. <b>**Fire and Legal Liability (any one fire)</b>	\$100,000
6. Medical Expense (any one person)	\$5,000
7. <b>**Umbrella Excess Liability (over primary)</b>	\$1,000,000
Retention for Self-Insured Hazards (each occurrence)	\$1,000,000
8. <b>**Business Auto Liability****</b>	\$1,000,000
<b>** An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance</b>	
<b>**** Garage Liability (combines standard GL &amp; Auto Liability</b>	

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
  - B) It may also be required that the Contractor's insurer and coverage be approved by the Election Commission prior to execution of the Contract.
  - C) No work shall be started until receipt of Certificate of Insurance.

The DuPage County Election Commission shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and PROPOSAL NUMBER. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division  
Karin Kietzman, Buyer  
421 North County Farm Road  
Wheaton, IL 60187-3978

TX: (630) 407-6181  
FX: (630) 407-6201

The insurance carrier of the insured is required to notify the DuPage County Election Commission of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

**CHANGES IN INSURANCE COVERAGE:**

The Contractor shall notify the DuPage County Election Commission of changes in insurance coverage in writing within 30 days.

**INSURANCE RATING:**

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

**SURVIVAL OF INDEMNIFICATION:**

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

**NOTICE OF LAWSUIT:**

Within 60 days of service of process, the DuPage County Election Commission shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the DuPage County Election Commission shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

**CHOICE OF LEGAL COUNSEL:**

The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the DuPage County Election Commission.

**RIGHTS RETAINED:**

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County and DuPage County Election Commission.

**END OF INSURANCE REQUIREMENTS**

**PROPOSAL #P13-276  
SPECIFICATIONS**

**1. Introduction**

**1.1 Purpose.**

The DuPage County Election Commission ("Election Commission"; "Commission") is seeking to contract with a qualified Vendor to provide modern solutions to checking in voters at the polling places, and communicating with poll workers on Election Day.

**1.2 Mission Statement.**

The DuPage County Election Commission is an independent, bipartisan government entity operating under State and Federal election laws to promote accurate, efficient, accessible and secure elections in DuPage County.

We serve the public through education and information about the election process, voter registration, election administration and leadership in improving election procedures. We maintain the highest professional standards to ensure the integrity of the election process.

**1.3 DuPage County Election Commission; Overview.**

Established in 1974, the Election Commission is charged with the conduct of all federal, state, county and local elections occurring within its boundaries. DuPage County is composed of approximately 262 polling places consisting of 756 precincts with over 575,000 registered voters.

The DuPage County Election Commission oversees voter registration and conducts all facets of the elections occurring within its boundaries.

The DuPage County Election Commission employs 25 fulltime employees while servicing approximately 580,000 registered voters and is the third largest election authority in Illinois after Cook County and the City of Chicago. The Election Commission is made up of three members and employs an Executive Director to carry out policy directives and oversees the day to day operations of the DuPage County Election Commission. The three Commissioners are presently Cathy Terrill, who serves as Chairperson, Christopher Hage, who serves as Vice Chair, and Arthur Ludwig, who serves as Secretary. The Executive Director is Robert T. Saar, who is in charge of the Election Commission offices.

Presently, there are four regularly scheduled elections in a two-year cycle. Even-numbered year elections are the General Primary in March and the General Election in November; odd-numbered year elections are the Consolidated Primary Election in February and the Consolidated Election in April.

**1.4 Invitation for Proposals; Background.**

Proposals are welcome by the Election Commission for modern, electronic solutions to replace the Election Commission's existing paper poll books. The objective is to have a new electronic poll book system in place to conduct a pilot program for the March 18, 2014, General Primary Election and ready for use county-wide for the November 4, 2014, General Election.

Currently, poll books consist of paper applications for ballot. When a voter appears in a precinct polling place on Election Day and wishes to vote, the voter must complete and sign an application for ballot. Each application is pre-printed on a single sheet of paper and contains, among other items of information, the name, street name and number and date of birth of the registered voter, as well as the ballot style number designating the type of ballot the voter is entitled to receive and cast, depending upon his or her address. There is also space for the voter

to sign his or her name, as well as a space for a judge of election to initial the application

Attached to the application for ballot by a perforation is a single sheet of paper containing much of the same information, except that the perforated attachment also contains a digitized image of the registered voter's signature.

There is a pre-printed application for ballot for each registered voter residing in each precinct assigned to the polling location. On average, there are 800 registered voters in each precinct with up to four (4) precincts assigned to each location. The ballot applications are arranged alphabetically and are bound in book form (the "poll book").

After a registered voter signs his or her application for ballot, judges of election (or "poll workers") who are assigned to conduct and supervise voting in each precinct must compare the signature on the application for ballot with the voter's digitized signature (from the Election Commission voter registration database) that appears on the perforated portion of the application and determine whether the signatures match. If, in the judgment of the election judges, the signatures match, the voter is presumably eligible to receive and cast a ballot (although there may be circumstances under which the voter's eligibility to vote may be challenged) and the judges then give the voter a ballot corresponding to the ballot style designated for the voter's residence address.

The ballot may be a paper optical scan ballot that is inserted by the voter into an optical scanner, or it may be a touchscreen ballot that is marked and recorded on a direct recording electronic device. The Election Commission uses voting equipment provided by Dominion Voting Systems, Inc. The optical scanner is an Accuvote OS model and the direct recording electronic (or touchscreen) device is an Accuvote TSX. The Election Commission also uses a device known as an ExpressPoll provided by Dominion to, among other things, activate a card that in turn activates the Accuvote TSX Touch Screen with the proper ballot style corresponding to the voter's residence address.

Once a voter is given a ballot, the judges of election must sequentially number the signed application for ballot and place it on a spindle. The number of completed ballot applications should equal the number of ballots cast in the precinct. It is the job of election judges to reconcile these numbers after the polls close. Thus, the poll book serves both as a means for determining a person's eligibility to vote in addition to a record that the person has, indeed, cast a ballot.

A similar process is used for voting during "grace period" voting (which runs from the 27<sup>th</sup> through the 3<sup>rd</sup> day before Election Day) and during "early voting" (which runs from the 15<sup>th</sup> day through the 3<sup>rd</sup> day before Election Day) although a form of electronic poll books is currently used for those types of voting (it is anticipated that any new electronic poll book solution would replace the existing system). Grace period voting is conducted only in the Election Commission office. Early voting occurs at the Election Commission office, as well as up to eighteen (18) remote sites throughout DuPage County.

A voter whose eligibility is in question does not cast a Provisional Ballot or by affidavit, but is referred to the Election Commission office for resolution.

To provide more detail regarding Election Commission Election Day equipment and procedures, a copy of the Election Commission "Judge of Election Reference Manual" can be accessed through the Election Commission web site at <https://www.dupageco.org/Election/Workers/37071/> under "Instruction and Training."

More detailed physical specifications for goods and services ("deliverables") sought are found in section 2 ("Scope of Work") of this Request for Proposal ("RFP").

## 2. Scope of Work; Specifications

### 2.1 Purpose.

The purpose of this RFP is to solicit proposals from qualified Vendors to provide the Election Commission, at a minimum, with a modern, electronic poll book solution that is an efficient, accurate and cost-effective replacement for the existing paper-based poll books. Additional solutions or components that serve to provide optional features such as the ability to track poll worker time and attendance, reconcile ballots and ballot applications after the close of polls, and "help desk" assistance in the polling place should also be addressed in a proposal.

### 2.2 Functional Requirements; Deliverables.

At a minimum, a selected Vendor will be required to furnish a solution that provides the following:

- (a) A method to electronically list, search, identify and authenticate eligible voters, including the ability to compare voter signatures, on Election Day or at early voting and grace period polling places, thereby eliminating the need to print paper poll books.
- (b) A method to verify precinct assignment for any voter in the county or any address in the county and redirect voters to correct polling place location, if necessary.
- (c) A method to ensure that updated voter registration information can be communicated to poll workers on any day or days on which voting is being conducted in as near to real-time as feasible, including, but not limited to, whether an individual had already voted, where that individual voter, and by what method that individual voted.
- (d) A method to ensure that a voter is properly identified by the correct ballot style according to his or her residence address so that the voter is given the correct ballot containing all offices, candidates and public questions pertaining to the political subdivision, district, ward or precinct in which the voter is eligible to vote.
- (e) A method to communicate a voter's correct ballot style information to a card activator (VCPprogrammer) so that the voter will be able to vote using a touchscreen voting device if the voter elects to use such a device.
- (f) A method to electronically record within minutes the fact that a voter has cast a ballot in an election, whether on Election Day, during early voting or during grace period voting, and update voter history.
- (g) A method to electronically identify, list and communicate within minutes to poll workers and to the central office all voters who may have previously cast a ballot in the same election, whether on Election Day or by absentee ballot, by early voting ballot or by grace period ballot so as to prevent such voter from casting another ballot in the same election.
- (h) A method to capture and store data related to provisional voting, including but not limited to name and address information.
- (i) A method to allow Election Commission administrative staff and poll workers to share, in real time, voter registration information and voting history.
- (j) A solution that will track the location of all key components used in the system and disable any key component containing sensitive or confidential voter information if removed from an authorized location, accessed by unauthorized persons or used for an unauthorized purpose.
- (k) A system that is secure and will prevent any unauthorized access to or dissemination of sensitive or confidential voter information.
- (l) A system that is highly configurable and customizable.
- (m) A system that will be compatible and work seamlessly with the Election Commission voter registration system.
- (n) A system that will be compatible with an assortment of commercial off-the-shelf ("COTS") equipment and software operating system variables.
- (o) A system that is well documented and will enable the Election Commission to assume in-house set-up, operations and maintenance, subject to applicable license agreements.



In addition, it is highly desirable that any system or solutions provide:

- (p) A method of providing poll workers with general information regarding voting and Election Day procedures so that they may appropriately address and resolve, without outside intervention, common problems and questions occurring in the polling place (a "help desk" of FAQ solutions that can operate online or offline).
- (q) A method of message broadcasting from the Election Commission office and/or multi-directional messaging between the Election Commission, poll workers and field representatives.
- (r) A method of providing poll workers with the ability to account for all ballots delivered, all ballots cast, all spoiled ballots and all ballot applications and to create an end-of-the-day reconciliation statement.
- (s) A method of providing poll workers with the ability to track time and attendance and generate payroll statements.
- (t) A method of tracing searches and edits to the system, including who performed the operation.

### **2.3 Hardware and Network Requirements**

Provide a detailed description of hardware and network product(s), including:

- (a) All relevant information, including physical descriptions, model numbers, and part numbers, concerning components such as, but not limited to, laptops, tablet computers, printers, cables, connectors, servers, internet connectivity, etc.
- (b) Whether a component is proprietary to the Vendor or whether the component is a commercial off-the-shelf (COTS) product.
- (c) A description of any additional equipment that Vendor recommends, but which is not required as part of the system, including, but not limited to signature pads, bar code scanners, additional printers, etc.
- (d) Whether components are available for purchase, for lease, or with an option for lease-purchase.
- (e) Information regarding financing and/or leasing.

### **2.4 Software and Database Requirements.**

Vendor must describe:

- (a) Whether the voter registration database will reside on the electronic poll book, be accessed remotely or be available through a combination of sources.
- (b) Whether the voter registration data will be limited to those voters residing in the polling place or whether poll workers will be able to access voter registration information for voters in the entire county, including what information fields will be available to poll workers.
- (c) If the voter registration database is to be loaded and reside on the electronic poll book,
  - (i) how the data will initially be loaded;
  - (ii) the timeframe for the data be loaded; and
  - (iii) how long will it take to load.
- (d) How updated voter registration information will be made accessible to poll workers on days when voting will be conducted, including
  - (i) whether such access will be done remotely through the internet or locally using a USB or storage device;
  - (ii) how long it will take to update the data; and
  - (iii) how often the data will be updated.
- (e) How the electronic poll book will synchronize data with the Election Commission voter registration management system.

- (f) How the electronic poll book system will prevent duplicate voting if the voter has already voted by absentee ballot, by early voting, by grace period voting or by voting on Election Day.
- (g) How the network architecture will be configured, where the system would be hosted, whether Election Commission staff would maintain the network and equipment, and any other relevant facts concerning the hosting environment.
- (h) Whether the proposed system complies with the emerging standard for Election Markup Language (EML - IEEE standard P1622) and how such standards fit into Vendor's overall product development. If not, explain why compliance with the standard is not important.

## **2.5 System Security.**

Vendor must describe:

- (a) Encryption and other security measures in place to protect data if the proposed system involves Internet or cloud based transmission of data to and from local electronic poll book components.
- (b) Access control methods, password protection and login access levels.
- (c) Internet intrusion detection and control protocols if any part of the system uses any network connections. If third party testing is done, include name and contact information for such third party and at least one sample test results report from that third party.
- (d) How any portable components in proposed system (laptops, tablets, printers, etc.) can be tracked, recovered or disabled if stolen or removed.
- (e) If any component in the proposed system will accept USB or SD card input, how will system identify and prevent foreign self-executing code and how components can be limited to accepting only pre-approved USB or SD card devices.
- (f) How the proposed system will detect and prevent any suspicious software behavior in any part of the system.

## **2.6 Operational Steps.**

Vendor must describe:

- (a) Detailed processes (including system steps, configuration settings, login and verification steps) for setting up and activating proposed system on morning of Election Day, both in polling places and at central office location.
- (b) Procedures to follow when voter name is not found in the system, including alternate search methods and troubleshooting steps.
- (c) Procedures to follow when the system indicates the voter has already cast a ballot, including troubleshooting steps and a method to reset the status of the voter by Election Commission staff.
- (d) Procedures for identifying where a voter should be voting if in the incorrect precinct, including solutions for directing the voter to the correct polling place location.
- (e) Procedures allowing the voter to cast a ballot with an alternate style than assigned when validated by the Election Commission.
- (f) How the system captures a voter's signature in the Election Commission voter registration database, how such signatures are made accessible to poll workers, what access limitations exist, how signature comparisons are conducted, and options for how the system can capture a voter's signature electronically in the polling place using tablets or signature pads. Include procedures if no signature is found in voter registration database.
- (g) How the system treats voters whose registration status is listed as "inactive."
- (h) How the system identifies and tracks voters who cast a provisional ballot.
- (i) How the system will support other management functions in the polling place, including
  - (i) Time sheets for recording poll workers' time and attendance;

- (ii) Operational checklist for poll workers to assist them in following all proper steps for opening, operating and closing the polls on Election Day;
- (iii) Reconciliation of ballots and ballot applications after the closing of the polls.
- (j) How the system will guide the user through simple technical problems.
- (k) How the system would guide a voter who is not in the system to the correct precinct if that voter was registered.

## **2.7 Reporting.**

Vendor must describe:

- (a) All standard reports that the system can generate (provide sample copies of such reports).
- (b) How custom reports can be designed.
- (c) How the system can be audited, both locally and at the central office location, and what audit reports can be generated.
- (d) Any post-election tools and reports that can assist the Election Commission in conducting post-election discovery recount and/or election contest proceedings.
- (e) Whether reports are searchable and amenable to queries.
- (f) Web pages or 'internet reports' that are available, as well as an explanation of the process of getting these reports to the net and how long it takes to get the data to the internet.

## **2.8 Implementation, Training & Support.**

Vendor must describe:

- (a) Detailed plan to implement the system, specifying the tasks to be completed, the individual or entity responsible for implementing the system, the estimated time needed to implement the system and a schedule, including milestone dates for completion of specific tasks and of the entire system.
- (b) Detailed specifications for acceptance testing of the system under full Election Day conditions and for different types of election (e.g., primaries, general, runoff elections).
- (c) Required level of support that the Election Commission must provide, both during the initial implementation of the system and for ongoing maintenance and support.
- (d) End-user training provided by Vendor, including content, number of hours offered, number of people trained, and training documentation.
- (e) Level of technical support to be provided by Vendor for each election. Describe to what extent the Election Commission should be able to support the system without Vendor's assistance.

## **2.9 Maintenance & Upgrades.**

Vendor must describe:

- (a) Vendor's standard maintenance and upgrade schedule for new system releases and patches, including any additional costs associated with maintenance and upgrades.
- (b) Vendor's level of support if the Election Commission elected not to sign an extended support agreement.

**2.10 Configurability.**

Vendor must describe:

- (a) The ability of the system to be re-configured and customized to fit the Election Commission's evolving needs over time, including changes in the law (e.g., Election Day registration).
- (b) The ability of the Election Commission to re-configure and customize the system without Vendor's assistance.

**2.13 Performance History.**

Vendor must disclose to the Election Commission any material defects or failures of the electronic poll book solution being proposed by Vendor occurring in the last three (3) years. Identify the election jurisdiction in which the defect or failure was discovered, describe in detail the nature of the defect or failure and steps taken to remedy the defect or failure, and provide the name and contact information for the election official who was in charge at the time such defect or failure was discovered.

**2.14 Pricing & Financing.**

- (a) Identify the total price for the system. The fully burdened price/cost for implementation of the system should include all hardware, software, training, shipping and transportation, installation, licensing and additional costs of any kind.
- (b) Pricing for each individual component of the system shall be provided in the proposal.
- (c) Identify solutions for financing the purchase and/or lease of the system or of any system component(s).

**2.15 Quantity.**

Any quantities shown in this RFP are estimates only provided for proposal solicitation purposes. The Election Commission reserves the right to increase or decrease quantities ordered for purposes of this project and the Election Commission shall be obligated to pay for only such quantities as are ordered by the Election Commission.

## EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

**EVALUATION**

**Responsiveness Review:**

All proposals received will be evaluated by an Evaluation Committee comprising of DuPage County Election Commission personnel. The following factors will be considered in making the selection:

Criteria	Maximum Points
<b>Compliance with RFP Instructions:</b> The proposal will be evaluated for compliance with the instructions set forth in this RFP. Significant non-compliance as determined by the Evaluation Committee will be grounds for disqualification.	20 Points
<b>Compliance with RFP Specifications:</b> The proposal will be evaluated on the ability to meet the requirements outlined in the specifications, including but not limited to adequacy and completeness of proposal, compliance with the terms of the RFP	25 points
<b>Similar Project Experience:</b> The proposal will be evaluated on the basis of references, experiences in other similar Facilities and length of service at these facilities	15 points
<b>Financial Stability</b> Financial stability as evidenced by submitted financial statement and/or other information gathered by the County of DuPage during the evaluation process:	15 points
<b>Proposed Pricing:</b> The proposal will be evaluated on reasonableness of overall pricing.	25 points
<b>Total Points:</b>	<b>100 points</b>

The selection of any Proposer shall be at the recommendation of the Evaluation Committee and the approval by the Election Commission Board. The County reserves the right to reject any or all proposals.

**Acceptance of Proposals:**

The DuPage County Election Commission reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to the Commission.

**Evaluation Process:**

An Evaluation Committee comprised of DuPage County Election Commission personnel will evaluate all responsive proposals in accordance with the evaluation criteria detailed below.

This evaluation process may result in a shortlist of proposals. The Evaluation Committee, at its option, may request that all of the shortlisted proposers make a presentation, other customer testimonials, submit clarifications, schedule a site visit of their premises (as appropriate), provide a best and final offer, provide additional references, or respond to questions.

**Proposer Presentations:**

DuPage County Election Commission reserves the right to, but is not obligated to, request and require that each Proposer provide a formal presentation of its Proposal at a date and time to be determined. If required by DuPage County Election Commission, it is anticipated that such presentation will not exceed one (1) hour. No Proposer will be entitled to present during, or otherwise receive any information regarding, any presentation of any other Proposer.

**Right to Inspect:**

The DuPage County Election Commission reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of the Proposer and any proposed subcontractors and to reject any Proposal regardless of price if it shall be administratively determined

that in the Election Commission's sole discretion the Proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. DuPage County Election Commission reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this Proposal.

**Best and Final Offer:**

The DuPage County Election Commission reserves the right to request a Best and Final Offer from finalist Proposer, if it deems such an approach necessary. In general, the Best and Final Offer will consist of updated costs, as well as, answers to specific questions that were identified during the evaluation of Proposals.

If the Election Commission chooses to invoke this option, finalist Proposal will be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., one (1) business day).

**Selection Process:**

Upon review of all information provided by shortlisted proposers, the Evaluation Committee will make a recommendation for selection to the Procurement Officer for concurrence and submission to the DuPage County Election Commission Board. The County reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by the County. The selected proposal will be submitted for approval to the DuPage County Election Commission Board. DuPage County Election Commission intends to select a proposal that best meets the needs of the DuPage County Election Commission and provides the best overall value. Upon approval of the selected Proposer, a contract will be prepared by the County, to be approved by the DuPage County Election Commission, and presented to the Selected Proposer for signature (Sample Contract included in this Proposal).

**SUBMISSION OF PROPOSAL**

**Instructions for Submission:**

Number of Copies: Please submit one original and four (4) copies no later than the time and date indicated in this Proposal. The original should be clearly marked "ORIGINAL". Each copy must be identical to the original.

Format: Proposal should be in labeled 3-ring binders with information on one side only. Material should be organized following the order of the submission requirements separated by labeled tabs. Expensive paper and bindings are discouraged as no materials will be returned.

Complete submission: Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this Proposal. Incomplete proposals may lead to a proposal being deemed non responsive. Non responsive proposals will not be considered.

Packaging and Labeling. The Proposer shall be responsible for delivery of proposals to the DuPage County Procurement Services Division before the date and hour set for the opening of proposals. All proposals must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner. It shall also indicate the name of the Proposer.

Timely Delivery of Proposals. The Proposal must be either delivered by hand or sent to DuPage County Procurement Services Division through U.S. Mail or other available courier services to the address shown on the cover sheet of this Proposal. Include the Proposal number on any package delivered or sent to the DuPage County Procurement Services Division and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building and office. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

Late Proposals. The Proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The DuPage County Election Commission assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the County Postal Delivery System, or some other act or circumstance.

**Submission Requirements**

Cover letter. The cover letter shall be signed by an authorized representative of the Proposer. The letter shall indicate the Proposer's commitment to provide the services proposed at the price proposed. Also, the cover letter shall identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members.

Executive Summary. The executive summary should include a brief overview of the Electronic Pollbook solution and the key personnel who will be responsible for the services to be provided. The executive summary shall also include an organization chart for the proposal.

Proposed Plan of Action/Program Plan. Provide a detailed proposed plan of action indicating how all requirements will be met, including staff, schedule and process.

Qualifications of the Proposer. Include a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this Proposal. Provide documentation that demonstrates certification with the voting machine vendor. Provide a list of references, including the name of the contact person, name of the organization, dollar value of the project, address, telephone number and email address. Provide at least three (3) references, preferably with municipal government projects.

Key Personnel. Provide a chronological resume for each of the key personnel proposed. Each key personnel shall have three references. In addition, provide the time commitment for each key personnel. Indicate the level of their commitment to other projects

Financial Stability. Proposer agrees that they will provide proof of financial stability by Dun and Bradstreet Report or financial statement, if called upon to do so. Failure to prove financial responsibility is cause for disqualification from this proposal.

Legal Actions. Provide a list of any pending litigation in which the proposer may experience significant financial settlement and include a brief description of the reason for legal action.

Conflict of Interest. Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.

COUNTY OF DU PAGE, ILLINOIS

**PROPOSAL FORM  
PROCUREMENT SERVICES DIVISION  
PROPOSAL P13-276**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Proposer	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
Proposal Contact Person	
Email Address	

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

- the Owner/Sole Proprietor     
  a Member of the Partnership     
  an Officer of the Corporation     
  a Member of the Joint Venture

herein after called the Proposer and that the all of the Partners of the Partnership, Officers of the Corporation or Member of the Limited Liability are as follows:

\_\_\_\_\_ (President, CEO, Partner or Member)

\_\_\_\_\_ (Vice-President, Partner or Member)

\_\_\_\_\_ (Secretary, Partner or Member)

\_\_\_\_\_ (Treasurer, Partner or Member)

*(If additional Officers, Partners, or Members, list on an attached sheet.)*

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the DuPage County Election Commission and the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate.

Further, the undersigned certifies that the Proposer is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.



COUNTY OF DU PAGE, ILLINOIS

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Proposer may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Proposer certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Proposer, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

**PROPOSAL AWARD CRITERIA:**

This proposal will be awarded to the most responsive, responsible Proposer meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

**X** \_\_\_\_\_  
(Signature and Title)

CORPORATE SEAL  
(If available)

**PROPOSAL MUST BE SIGNED AND NOTARIZED  
FOR CONSIDERATION**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2013

\_\_\_\_\_  
(Notary Public) My Commission Expires: \_\_\_\_\_

**VENDOR ETHICS DISCLOSURE**

On August 2, 2012, the DuPage County Election Commission Board entered a Memorandum of Understanding adopting amendments to Ordinance OFI-003B-04, the DuPage County Ethics Ordinance.

Section 2-417 "Contractor Disclosure", requires that certain information be provided by vendors who contract with or are seeking to contract with the County to provide goods or services.

All requisitions and change orders require that the vendor provide the most current information as detailed on the "Vendor Ethics Disclosure Statement" form.

The Vendor Ethics Disclosure Statement and instructions can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

**Continuing Disclosure:** It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the DuPage County Election Commission, any time contributions are made to the Chairman or DuPage County Election Commission Board Members subsequent to the most recent authorized contract action.

**Failure to Comply:** Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

**Contribution:** A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to the DuPage County Election Commission office.

**Gift:** Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

**Multi-year contracts:** Those contracts with duration greater than 12 months require annual updates, to be filed by the vendor with the DuPage County Election Commission, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date.

**Prohibited Source:** Any person or entity who (i) is seeking official action by the Chairman, DuPage County Election Commission Board member or in the case of an employee, by the employee or by the Chairman or DuPage County Election Commission Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, DuPage County Election Commission Board member or employee (iii) conducts activities regulated by the Chairman, DuPage County Election Commission Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, DuPage County Election Commission Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.



## Required Vendor Ethics Disclosure Statement

<b>Company Name:</b>			
<b>Company Contact:</b>		<b>Contact Phone:</b>	
<b>Proposal/Contract/ PO:</b>			

For this Disclosure "I/ me" or "you" shall mean the business entity seeking a contract or to whom a contract has been awarded. Those terms include any of the business' principals, family members of the business' principals (father, mother, son, daughter, brother, sister, uncle, aunt, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, and stepsister) and any other legal entities in which those principals or family members have a controlling interest or have control over the disbursement of funds of the business.

A. The DuPage County Election Commission Ethics Ordinance (viewable at <https://www.dupageco.org/Election/Docs/73317/>), Section 2-402-1, bans all gifts (except those listed in Section 2-403 from prohibited sources).

I certify that I have not made a prohibited gift to the Chairman or any DuPage County Election Commission Board Member or any DuPage County Election Commission employee, or to the spouse or family member of any of them.

B. The DuPage County Election Commission Ethics Ordinance (viewable at <https://www.dupageco.org/Election/Docs/73317/>), Section 2-402-2, prohibits DuPage County Election Commission officials from soliciting or accepting campaign contributions in the cumulative amount of more than \$1,000 per calendar year.

I have made the following campaign contributions within the last twelve months: (Reporting begins with contributions made on or after 1/12/10.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Attach additional sheets if necessary. Sign each added sheet and number each page \_\_\_ (#) of \_\_\_ (total pages).

C. I understand that making a false or incomplete statement on this disclosure may render me a non-responsive and disqualified Proposer, or result in the voiding of any contract awarded to me by the DuPage County Election Commission, and may subject me to statutory criminal penalties (720 ILCS 5/33E-14).

- D. Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to DuPage County Election Commission action, whichever is sooner
  - 30 days prior to the optional renewal of any contract
  - Annual disclosure for multi-year contracts
  - With any request for change order except those issued by the DuPage County Election Commission for administrative adjustments.

*Failure to complete and return this form may result in delay or cancellation of the Election Commission's Contractual Obligation.*

Authorized Signature

Printed Name

Title

Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Form <b>W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>												
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 516, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part I instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
  2. The United States or any of its agencies or instrumentalities.
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation.
  7. A foreign central bank of issue.
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
  9. A futures commission merchant registered with the Commodity Futures Trading Commission.
  10. A real estate investment trust.
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
  12. A common trust fund operated by a bank under section 584(a).
  13. A financial institution.
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN or EIN, if the owner has one. Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations); payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of e-mail and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Please submit completed W-9 form with your Proposal

**BIDDER'S SUBCONTRACTORS**

<b>FULL NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	

**SUBCONTRACTORS:**

A. Will you employ subcontractors? \_\_\_\_\_  
(YES) (NO)

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>WORK TO BE PROVIDED:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>WORK TO BE PROVIDED:</b>	



COUNTY OF DU PAGE, ILLINOIS

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<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>WORK TO BE PROVIDED:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>WORK TO BE PROVIDED:</b>	

The Contractor will not change or use subcontractors not identified in this bid without prior written approval from the DuPage County Election Commission.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the DuPage County Election Commission.

**FAILURE TO PROVIDE SUBCONTRACTORS MAY BE JUST CAUSE  
FOR REJECTION OF BIDDER'S PROPOSAL.**

**SAMPLE**  
**CONTRACT AGREEMENT**  
**CONTRACT #P13-276 BETWEEN [CONTRACTOR]**  
**AND THE DuPAGE COUNTY ELECTION COMMISSION**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the DuPage County Election Commission, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the ELECTION COMMISSION), and \_\_\_\_\_, licensed to do business in the State of Illinois, located at \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR).

**RECITALS**

WHEREAS, the ELECTION COMMISSION, 421 North County Farm Road, Wheaton, Illinois 60187 requires the services specified in Proposal #P13-276 for the Election Commission; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the proposal process and is willing to perform under the terms of the Proposal and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

**1.0 CONTRACT DOCUMENTS**

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made apart of the obligations undertaken by the parties:

- 1.1.a Request for Proposal
- 1.1.b Project Information
- 1.1.c Instructions to Proposers
- 1.1.d General Conditions
- 1.1.e Special Conditions
- 1.1.f Insurance/Bonding Requirements and Certificates
- 1.1.g Proposal Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.h Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.i Exhibits
- 1.1.j County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187 and the office of the DuPage County Election Commission, 421 North County Farm Road, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the higher lettered document will control unless otherwise noted in this document.

**2.0 DURATION OF THIS CONTRACT**

2.1 Unless terminated as provided in the Request for Proposal, the term of this Contract shall be a one (1) year period.

2.2 The Contract term is subject to renewal according to the Request for Proposal Specifications.

2.3 In no event shall the term plus renewals exceed four (4) years.

COUNTY OF DU PAGE, ILLINOIS

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3.0 PROPOSAL PRICES AND PAYMENT

- 3.1 The Election Commission shall provide the required services described in the Proposal Specifications for the prices quoted on the Proposal Form.
- 3.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act.

4.0 AMENDMENTS

- 4.1 This Contract may be amended by mutual agreement.
- 4.2 All amendments will conform to State of Illinois Statutes and Election Commission procedures for Change Orders.

5.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

- 5.1 If the Election Commission is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the Election Commission is required to use the services of an attorney, then the Election Commission shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the Election Commission pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

6.0 SEVERABILITY CLAUSE

- 6.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

7.0 GOVERNING LAW

- 7.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

8.0 ENTIRE AGREEMENT

- 8.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 8.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

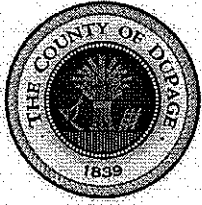
IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

**DuPAGE COUNTY ELECTION COMMISSION**

**[CONTRACTOR]**

By: \_\_\_\_\_  
CATHY F. TERRILL  
CHAIRPERSON

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE  
  
\_\_\_\_\_  
TITLE



# DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201  
General Email: [purchasing@dupageco.org](mailto:purchasing@dupageco.org)

## NO-BID RESPONSE

Bid #13-276

### ELECTRONIC POLLBOOK

In the event that your organization chooses not to submit a proposal for this solicitation the DuPage County Procurement Services Division is interested in the reasons why Offeror's have chosen not to submit proposals in order to better serve the taxpayers of DuPage County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Incorrect address used (Please list correct address below).
- Other Reasons (please specify):

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

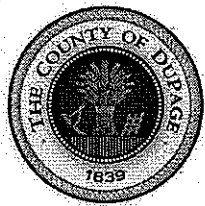
Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

We continually strive to improve our process. Thank you for taking the time to complete our survey.

Please send your responses to:

DuPage County Procurement Services  
421 N. County Farm Road  
Room 3-400  
Wheaton, IL 60187  
Email: [BidInformation@DuPageCo.Org](mailto:BidInformation@DuPageCo.Org)



## DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201  
General Email: [purchasing@dupageco.org](mailto:purchasing@dupageco.org)

# **LATE PROPOSALS CANNOT BE ACCEPTED!**

## **SEALED PROPOSAL**

INVITATION #: P13-276  
OPENING DATE: 12/12/13  
OPENING TIME: 3:00 P.M.  
DESCRIPTION: ELECTRONIC POLLBOOK  
DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS PROPOSAL LABEL  
(ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR  
PROPOSAL TO HELP ENSURE PROPER DELIVERY!

# **LATE PROPOSALS CANNOT BE ACCEPTED!**