

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

INVITATION TO BID:	#13-159	BID ISSUE DATE:	08/20/13
BID DESCRIPTION:	Furnish & Deliver Application to Vote Kits		
BID OPENING DATE:	09/25/13	BID OPENING TIME:	2:00 P.M.
SUBMIT 1 ORIGINAL PLUS FOUR COPIES		BOND REQUIRED: YES	

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

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

MANDATORY PRE-BID MEETING

A MANDATORY Pre-Bid Meeting for visual inspection of the required Application to Vote Kit contents is scheduled for **SEPTEMBER 4th, 2013 at 10:00 a.m.** Local Time, in the **DuPage County Procurement Services Conference Room 3500A, JTK Building, 421 North County Farm Road, Wheaton, IL 60187.** Bids will not be accepted from bidders who fail to attend this Mandatory Pre-Bid Meeting.

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

Bids must be delivered and time stamped, prior to the public bid opening date and time, to:	DU PAGE COUNTY PROCUREMENT SERVICES DIVISION 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 Bid Coordinator or the Buyer listed below (or, in the Buyer's absence, the Procurement Services Supervisor).

Unauthorized contact with DuPage County Election Commission staff or officers is strictly forbidden.

BUYER:	Debby Thompson, CPPB	PHONE:	(630) 407-6184
EMAIL:	dthompson@dupageco.org		
BID COORDINATOR:	Glenda Vasak	PHONE:	(630) 407-6190
EMAIL:	glenda.vasak@dupageco.org		

FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

PLEASE NOTE: Our bid documents have changed; please review carefully.

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PROJECT INFORMATION

PROJECT NAME:	Furnish & Deliver Application to Vote Kits
USER DEPARTMENT:	DuPage County Election Commission

EVENT:	LOCATION:	DATE:	TIME:
Pre-Bid Conference	DuPage County Procurement Services Conference Room 3500A JTK Administration Building 421 N. County Farm Road Wheaton, IL 60187	09/04/13	10:00 a.m.
Deadline for Exceptions to Bid Language and Specification Inquiries.	Must be submitted in writing to: <u>BidInformation@DuPageCo.Org</u>	08/26/13	3:00 P.M.
Response to Inquiries	Via E-mail	09/16/13	3:00 P.M.
Bidder's Proposal Due	Procurement Services, Room 3-400	09/25/13	2:00 P.M.

√	SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL BID
	FOUR 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
	CERTIFIED TRANSCRIPT OF PAYROLL SAMPLE (IF NOT USING STATE FORM)
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-Form W-9

AWARDED CONTRACTOR REQUIREMENTS	
PAYMENT & PERFORMANCE BOND	100% DUE WITHIN 10 DAYS OF NOTICE OF AWARD

INSTRUCTIONS TO BIDDERS

ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at 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.

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. 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 DuPage County Election Commission and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the DuPage County Election Commission. Communications to DemandStar.com do not constitute communications to the DuPage County Election Commission.

BID REQUIREMENTS:

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Invitation to Bid (the ITB). Please make and retain a copy of your Response (Bid) for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated and have the signature notarized. **Unsigned bids will not be read.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

ALTERNATE/EQUAL BIDS:

The specifications cannot cover precisely, all minute details of the equipment 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 bids 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 bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders 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.

Bidders are encouraged to submit cost-saving/value-added alternate bid 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 bid pricing as specified, allowing for clear evaluation and value-analysis by the DuPage County Election Commission.

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

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COMPETITION INTENDED:

It is the County's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder'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 IFB to a single source. Such notification must be received by the Buyer not later than seven (7) days prior to the date set for bids to close.

DEVIATIONS:

The DuPage County Election Commission reserves the right to approve any material the Bidder 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 bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the DuPage County 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 Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being accepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

EXAMINATION BY BIDDER:

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid 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 bids will not be accepted by the County of DuPage. In addition, the County of DuPage will not transmit facsimile bid specifications to the Bidder.

INTERPRETATION OF CONTRACT DOCUMENTS:

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this ITB, the bidder is expected to contact the Procurement Services Division up to the deadline listed on the Project Information page for Exceptions to Bids.

PREPARATION OF BIDS:

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid 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 bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid 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 bids. If a discrepancy exists between the unit prices and totals, the

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unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid 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 bid amount, the "Written in Words" shall govern.

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

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid 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 Bidder is a partnership, all partners shall execute the bid, 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 Bidder is a sole proprietor, the owner shall execute the bid.

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 BIDS:

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

All bids 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.

Bids mailed "EXPRESS MAIL" must have bid 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.

PROPRIETARY INFORMATION:

Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

CONTRACT AWARD INFORMATION:

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

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

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Award notification will be sent to the vendor receiving the award via mail or fax. Award status can be viewed at www.DemandStar.com.

Response summaries will be available over the Internet at www.DemandStar.com. This summary information will include bids that were delivered by the required bid opening date and time.

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

END OF INSTRUCTIONS TO BIDDERS

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GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):

If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at 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 bid 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 DuPage County 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 DuPage County 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 DuPage County 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 Bidder'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 Bidders, Bid 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

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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.

DISCIPLINE:

Nothing herein shall be construed to imply that the DuPage County Election Commission is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

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 Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without the DuPage County Election Commission 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 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.

HOLDING OF BIDS:

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

INDEMNITY:

The Contractor shall, at all times, to the extent permitted by law, 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 the DuPage County Election Commission, their officers, agents, or their 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 County's and 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.

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The County and the 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 ITB and resulting contract shall be governed by the laws of Illinois. Bidder 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:

Bidder 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 Bid. All Bids 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 the 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, and their 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 bid 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 bid by the DuPage County Election Commission. A protest is considered filed

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when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the ITB 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 bids failing to meet the DuPage County Election Commission's specifications or requirements and to waive technicalities. If in the DuPage County Election Commission's opinion, the lowest bid is not the most responsible bid, 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 bidder, the DuPage County Election Commission shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the DuPage County Election Commission and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

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

Submission of a bid 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 DuPage County Election 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:

This contract may be terminated upon mutual agreement of both parties

The DuPage County Election Commission may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the DuPage County Election Commission's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the DuPage County Election Commission terminates this Contract because of the Contractor's breach or default, the DuPage County Election Commission shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The DuPage County Election Commission may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the DuPage County Election Commission fails to appropriate funds to enable continued payment of multi-year Contracts the DuPage County Election Commission may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

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.

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VENUE:

By submitting a response, bidder 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.

END OF GENERAL CONDITIONS

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SPECIAL CONDITIONS

ACCURACY DISCLAIMER:

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

DELIVERY REQUIREMENTS:

All purchases must be delivered to Buyer's receiving dock, 421 North County Farm Road, Wheaton, or as otherwise specified by Buyer.

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.

Contractor shall supply and pick up pallets at no additional cost to the DuPage County Election Commission. Drivers will be instructed that they must pick up pallets.

All items shall be bid F.O.B. destination. The term *F.O.B. Destination* shall mean: delivered to DuPage County Election Commission, 421 North County Farm Road, Wheaton, Illinois 60187, with all charges for transportation and unloading and inside delivery paid by the Bidder. 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 by DuPage County Election Commission and returned to Contractor. The Contractor will initiate and pursue to disposition all damage claims against carrier and/or manufacturers in the event of DuPage County Election Commission's 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 bid 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 Bid invitation and specification.

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 bid, 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.

MEETINGS:

A MANDATORY Pre-Bid Meeting for visual inspection of the required Application to Vote Kit contents is scheduled for **SEPTEMBER 4th, 2013 at 10:00 a.m.** Local Time, in the **DuPage County Procurement Services Conference Room 3500A, JTK Building, 421 North County Farm Road, Wheaton, IL 60187.** Bids will not be accepted from bidders who fail to attend this Mandatory Pre-Bid Meeting.

NON-EXCLUSIVITY

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

COUNTY OF DU PAGE, ILLINOIS

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.

PERFORMANCE & PAYMENT BONDS:

The awarded Contractor shall, within ten (10) working days of Notice of Award, provide a Performance and Payment Bond in the interest of the County of DuPage in the amount of one hundred percent (100%) of the contract amount to insure a timely and acceptable completion of this agreement and to insure payment for all materials, supplies and equipment charge. No work shall be started until receipt of a Performance and Payment Bond.

PROPERTY FURNISHED TO CONTRACTOR BY DUPAGE 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 DuPage County Election Commission shall be packaged at Contractor's expense for shipment to 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 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.

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, based in part on satisfactory completion of the initial contract. **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 Bidder and to reject any Bid regardless of price if it shall be administratively determined that in the DuPage County Election Commission sole discretion the Bidder 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 Bid.

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.

VENDOR QUALIFICATIONS:

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

END OF SPECIAL CONDITIONS

COUNTY OF DU PAGE, ILLINOIS

BID #13-159 SPECIFICATIONS

SCOPE OF WORK:

The County of DuPage is soliciting bids from qualified bidders for Application to Vote Kits for the DuPage County Election Commission, located at 421 North County Farm Road, Wheaton, Illinois, 60187. The primary function of the DuPage County Election Commission is to ensure the proper conduct of elections and maintain the integrity of the electoral process under its jurisdiction. In order to accomplish its primary functions and perform its statutory powers, the DuPage County Election Commission requires certain services for supplies and printing for Application to Vote Kits.

ELECTION SCHEDULE:

March 18, 2014 – General Primary Election

November 4, 2014 – General Election

In addition to the scheduled elections, special election may be called as determined by jurisdictions and Illinois law. Notification of such additions will be provided as soon as possible, but no later than 60 days prior to an election.

BIDDER REQUIREMENTS:

Bidders must submit a sample of the Application to Vote Kits that they intend to provide **with bid submittal** for Election Commission review. The Election Commission Executive Director and Assistant Executive Director shall be the sole judges to determine whether the Application to Vote Kits is actually the same as the Precinct Supply Kit stated in the specifications. The Election Commission Executive Director and Assistant Executive Director's decision will be final and binding.

BIDDERS QUALIFICATIONS:

All Bidders must be qualified to provide Application to Vote Kits in accordance with these specifications. Bidders must be successfully operating their business for a minimum of five years with extensive experience, knowledgeable background and qualifications in the printing of primary, general and special elections ballots and related printed election materials. Reference must be provided on the attached page. The DuPage County Election Commission reserves the right to inspect facilities to determine if this criteria is met.

PRINCIPLE OFFICER ASSIGNMENT:

The owner, a partner, individual managing member, or the President or vice-president of the Contractor ("Principal Officer") shall be assigned to the DuPage County Election Commission for a period beginning thirty (30) days prior to and ending upon the successful completion of the initial contract to assist in any problems. The Principal Officer must be fully knowledgeable of the (Illinois) Election Code 10 ILCS 5/1-1, et seq.

References shall be provided for the company's Principal Officer to be assigned to the DuPage County Election Commission with bid submittal, including name, title, address, and twenty-four hour telephone number. The Principal Officer assigned to the DuPage County Election Commission shall be approved by the DuPage County Election Commission Executive Director and Assistant Executive Director. The DuPage County Election Commission reserves the right to request a Principal Officer be replaced promptly if requested.

BIDDER LOCATION:

Bidder must have their offices, where administrative work under this bid will be performed and their printing facility where the printing of materials for this bid will be performed, in operation for a minimum of five years.

PRICING:

Bid prices shall remain firm for a one (1) year period from contract award. The DuPage County Election Commission shall not be liable for payment of any costs or charges that are not clearly identified and included in bid pricing as submitted. No bid shall specify a minimum charge that would apply if the total cost of an order is below a specified dollar and/or quantity amount. All prices are to be based on quantities ordered. The DuPage County Election Commission shall not pay charges attributable to overruns.

SAMPLES:

Samples must be furnished free of charge. Samples will be evaluated to determine compliance with specifications. Failure of samples to conform to specifications will require rejection of that item. Bidders failing to submit the samples shall be considered non-responsive and rejected.

FINANCIAL STATEMENTS:

Bidder 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 bid.

COUNTY OF DU PAGE, ILLINOIS

APPLICATION TO VOTE KITS

The Bidder must possess quality control measures for the verification of data (image and text) received prior to print.

The Successful Bidder shall be responsible for the final assembly and insertion of materials into 340 Application Supply Boxes.

Bidder must submit a sample of the Application Supply Kit that they intend to provide with bid submittal for Election Commission review.

The 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.

ESTIMATED QUANTITY	DESCRIPTION	PRICE PER M	EXTENSION
340 Application Book Supply Boxes	Corrugated Cardboard Locking Box with Handle: 20" x 15-3/4" x 5" - Color: Kraft - Polling Place Information label attached		
615,000 registered voters (Estimate: approximately 400 per book)	Application to Vote Book: - perforations on both left and right side - two two-hole punches on left side - blue card stock front and back pages - front page printed black ink with seal of the State of Illinois (see attached) - application to vote pages printed black ink on white paper with two perforations and two two-hole punches on left side (see attached with redacted voter name, address, city, state, zip code, signature name and ballot information on right side, and Federal Ballot and/or Check ID indicator)		
TOTAL:			\$

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME		NAME	
CONTACT		CONTACT	
ADDRESS		ADDRESS	
CITY ST ZIP		CITY ST ZIP	
TX		TX	
FX		FX	
EMAIL		EMAIL	
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
DuPage County Election Commission Attn: Donna Morrison 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5626 FX: (630) 407-5630		DuPage County Election Commission Attn: Joseph Sobacki, Assistant Executive Director 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-5627 FX: (630) 407-5630	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE).

COUNTY OF DU PAGE, ILLINOIS
Application Supply Box Label

SUPPLEMENTAL SUPPLY BOX **D**

[Poll ID]
[Polling Place Name]

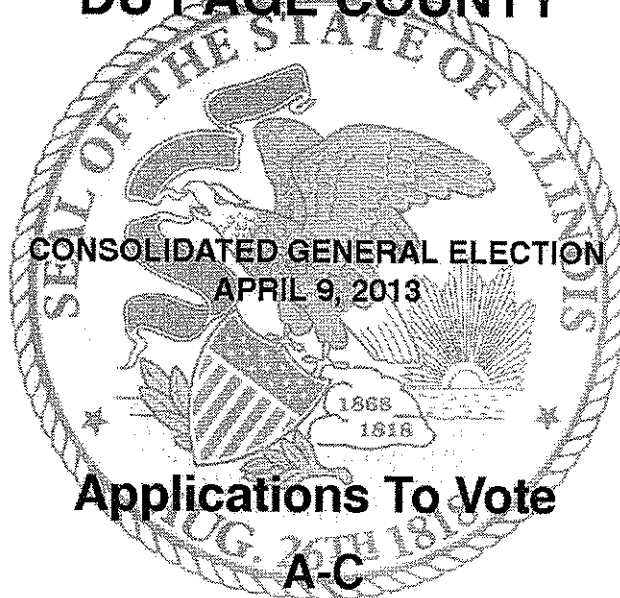
CONTENTS:

- ☐ **APPLICATIONS TO VOTE**
- ☐ **POLL RECORD BINDER COVERS**
- ☐ **SAMPLE BALLOTS**
- ☐ **SUPPLEMENTAL SUPPLY ENVELOPE**
- ☐ **ASK ED**
- ☐ **JUDGE'S MANUAL**
- ☐ **CELLULAR PHONE**
- ☐ **MEMORY CARD POUCH**
- ☐ **BLUE ZIPPERED POUCH**

(8.5" x 5.5")

Cover

**Vote Center # 3
DU PAGE COUNTY**



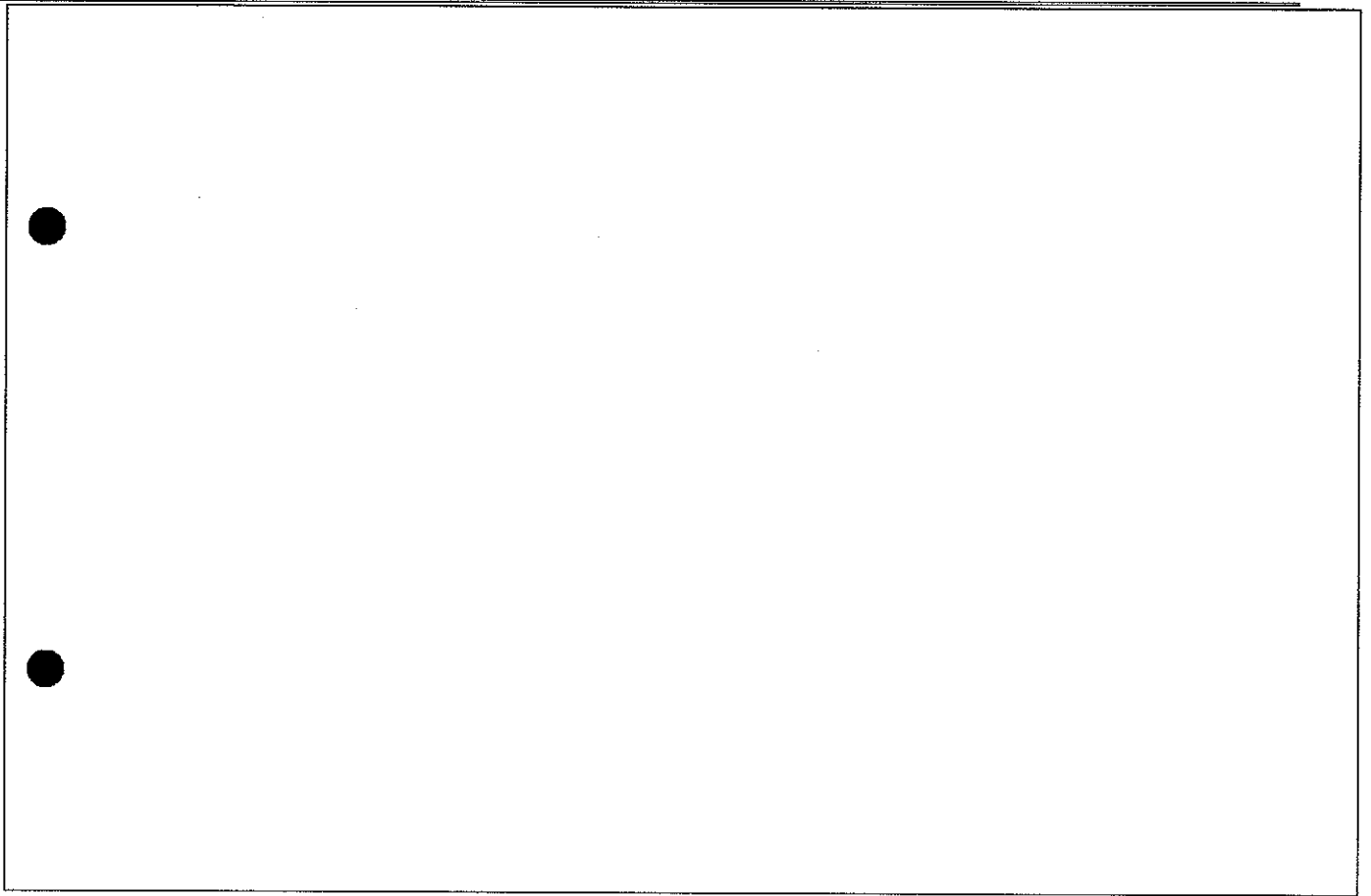
411



Robert T. Saar
Robert T. Saar
Executive Director

(Front 8.5" x 5.5")

COUNTY OF DU PAGE, ILLINOIS



(Back 8.5" x 5.5")

COUNTY OF DU PAGE, ILLINOIS

Application

- Application To Vote - April 9, 2013 - Solicitud Para Votar - 9 de Abril de 2013		 DuPage County Election Commission Robert T. Saar, Executive Director Comisión Electoral del Condado de DuPage Robert T. Saar, Director Ejecutivo		Voter Signature Check By: _____ For Judge Use Only: No _____ Voter Information: 5/5/1958 M 1996 Information Del Elector: STATE ID # 3 du ID Estatal LJK8KY2Y	
POLL ID: I.D. Del Centro De Votación: 3		Party: _____ (Primary Election Only)		TOWNSHIP / PRECINCT / BALLOT STYLE Municipio / Distrito Electoral / Estilo De La Boleta	
80078-1365		Lisle 078-1365			
Certificate Of Registered Voter Certificado De Elector Inscrito I certify that I am registered to vote from the address shown on this application and that I am qualified to vote. Yo certifico que estoy inscrito para votar en la dirección que aparece en esta solicitud y que reúno los requisitos necesarios para votar. Put your signature or mark on the line below. Coloque su firma o marca en la línea de abajo. X _____		 * 1 9 9 2 2 6 0 5 9 4 *		[Name] [Address] [City, St. Zip]	
Voter's facsimile signature Firma facsimil del elector [Variable Signature Data]		Index# 1		Applicant may not vote until this application has been signed or the voter has made mark and his signature has been verified. Mark below with an "X" any of the conditions listed that may apply to the voter. El solicitante no podrá votar hasta que esta aplicación sea firmada o el elector haya colocado su marca y su firma haya sido verificada. Marque con una "X" cualquiera de las condiciones que se aplican al elector. ☐ Voted by Affidavit ☐ Provisional ☐ Spoiled ballot - received another ☐ Assisted - is disability permanent?	

(8.5" x 5.5")

Perforations

COUNTY OF DU PAGE, ILLINOIS
BID FORM
PROCUREMENT SERVICES DIVISION
BID #13-159

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
Bid 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 Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

_____ (President or Partner)	_____ (Vice-President or Partner)
_____ (Secretary or Partner)	_____ (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid 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 bid 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 Bidder 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 Bidder and is true and accurate.

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

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

COUNTY OF DU PAGE, ILLINOIS

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. *(Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the bidder certifies that he has provided equipment, supplies or 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 Bidder, 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 bidding schedule (subject to unit quantity adjustments based upon actual usage).

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award (see PREPARATION OF BIDS section).

BID PRICING:

TOTAL LUMP SUM BID AMOUNT: \$ _____
Total (in figures)

(Print or Type) Dollars and _____ Cents.

DELIVERY DATE: _____

The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form (subject to unit quantity adjustments based upon actual usage).

X _____
(Signature and Title)

CORPORATE SEAL
(If available)

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

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

(Notary Public) My Commission Expires: _____

COUNTY OF DU PAGE, ILLINOIS
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.

COUNTY OF DU PAGE, ILLINOIS



Required Vendor Ethics Disclosure Statement

Company Name:			
Company Contact:		Contact Phone:	
Proposal/Contract/ PO:			

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/37317/>), 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/37317/>), 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 DuPage County Election Commission's Contractual Obligation.

Authorized Signature

Printed Name

Title

Date

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																				
Name (as shown on your income tax return) _____																						
Business name/disregarded entity name, if different from above _____																						
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____ ☐ Exempt payee ☐ 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 <i>How to get a TIN</i> on page 3.																						
Social security number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> </table>												Employer identification number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> </table>										
Part II Certification Under penalties of perjury, I certify that: 1. 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 2. 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 3. 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.																						
Sign Here Signature of U.S. person > _____		Date > _____																				
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: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. 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.																						

Please submit completed W-9 form with your bid proposal

COUNTY OF DU PAGE, ILLINOIS

REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the DuPage County Election Commission to determine if bidder is responsible.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

STATE THE NUMBER OF YEARS IN BUSINESS:	
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	

COUNTY OF DU PAGE, ILLINOIS
BIDDER'S SUBCONTRACTORS

FULL NAME OF BIDDER:	
CONTACT PERSON:	

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:

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COUNTY OF DU PAGE, ILLINOIS

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

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 #13-159 BETWEEN [CONTRACTOR]
AND THE DUPAGE COUNTY ELECTION COMMISSION**

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

RECITALS

WHEREAS, the ELECTON COMMISSION requires the goods and/or services specified in Bid #13-159 for the DuPage County Election Commission, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid 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 a part of the obligations undertaken by the parties:

- 1.1.a Bid Invitation
- 1.1.b Project Information
- 1.1.c Instructions to Bidders
- 1.1.d General Conditions
- 1.1.e Special Conditions
- 1.1.f Insurance/Bonding Requirements and Certificates
- 1.1.g Bid 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 in 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 documents control from top to bottom; i.e., "a" controls over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a _____ year period beginning on _____, 2013 and continuing through _____, 2014.

2.2 The Contract term is subject to renewal according to the Bid Invitation Specifications.

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

COUNTY OF DU PAGE, ILLINOIS

3.0 BID PRICES AND PAYMENT

- 3.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 3.2 The DuPage County Election Commission shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon 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 County procedures for Change Orders.

5.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

- 5.1 If the DuPage County 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 DuPage County Election Commission is required to use the services of an attorney, then the DuPage County Election Commission shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the DuPage County 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.

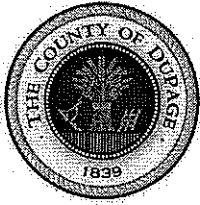
DU PAGE COUNTY ELECTION COMMISSION

[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

NO-BID RESPONSE

Bid #13-159

APPLICATION FOR VOTE KITS

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):

Vendor Name: _____

Contact Person: _____

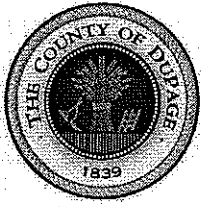
Telephone: _____

Email: _____

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

Please send your responses to or include with your returned No Bid:

DuPage County Procurement Services
421 N. County Farm Road
Room 3-400
Wheaton, IL 60187
Email: 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

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

INVITATION #: 13-159

OPENING DATE: 09/25/13

OPENING TIME: 2:00 P.M.

DESCRIPTION: APPLICATION TO VOTE KITS

**DATED MATERIAL-
DELIVER IMMEDIATELY**

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

LATE BIDS CANNOT BE ACCEPTED!