

APPENDICES

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APPENDIX 1
AFFIDAVIT OF PROPOSAL SUBMISSION

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

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

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

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

FULL BUSINESS NAME OF PROPOSER: _____

BUSINESS ADDRESS: _____

OR AUTHORIZED PERSON(S)* TITLE

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

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

Notary Public Signature {Seal}

COMPLETE IF SUBMITTED AND SIGNED BY CORPORATION:

**ATTEST: _____
Corporate Secretary Signature

{Affix Corporate Seal}

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

{Seal}

Notary Public Signature

APPENDIX II
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT CHICAGO BOARD OF ELECTION COMMISSIONERS

SECTION I -- GENERAL INFORMATION

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

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this Statement is:

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

B. Business address of Disclosing Party: _____

C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person: _____

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

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

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS A.

NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

* Note B.2. below

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

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

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

Name

Title

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

Name

Title

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

Name

Business Address

Percentage Interest in
the Disclosing Party

SECTION III -- BUSINESS RELATIONSHIPS WITH BOARD OFFICIALS

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

Yes

No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

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

(Add sheets if necessary)

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

SECTION V – CERTIFICATIONS

A. CERTIFICATIONS

The Disclosing Party certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

CERTIFICATION

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

Date: _____

(Print or type name of Disclosing Party)

By: _____
(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

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

Notary Public Signature

Seal

Commission expires:

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

PURPOSE

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

RECIPIENT'S OBLIGATIONS

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

- To follow the Board's privacy and security policies, standards, and guidelines including the Information Security and Identity Protection Policy;
- Not to expose voters' or employees' confidential information (such as social security numbers, driver's license numbers, State identification card numbers, telephone numbers or other sensitive information) as mandated by the Illinois Personal Information Protection Act;
- Not to expose health information (such as an individual's diagnosis or treatment) as protected by HIPAA privacy and security rules;
- Not to engage in or permit unauthorized use of any information in files or programs maintained by the Board;
- Not to seek to benefit personally or permit others to benefit personally through the release of confidential information which has come to him/her by virtue of their job function or assignment;
- Not to copy, alter, modify, disassemble, reverse engineer or decompile any intellectual property. Intellectual property that is created for the Board by its employees, vendors, consultants and others is property of the Board unless otherwise agreed upon by means of third party agreements or contracts;
- Not to exhibit or divulge the contents of any Board record to any person except in the conduct of his/her work assignment or in accordance with the policies of the Board;
- Not to disclose the specifics of non-public Board related business to unauthorized personnel;
- Not to remove or cause to be removed copies of any official record or report from any file from the office where it is kept except in the performance of his/her duties;
- Not to use or request others to use the Board's information technology for personal reasons beyond limited personal use as described in the Information Security and Identity Protection Policy;

- Not to conduct Board business on devices that allow P2P communication (such as music file sharing) without explicit approval from the Board;
- To password protect mobile devices issued by the Board or those authorized to connect to the Board's information technology resources. Examples include but are not limited to: personal digital assistants (PDA), smart phones, laptops, handhelds (e.g. Blackberries) and offsite desktops;
- Not to aid, abet, or act in conspiracy with another to violate any part of this Confidentiality and Acceptable Use Agreement or of the Information Security and Identity Protection Policy;
- To report any violation of this Confidentiality and Acceptable Use Agreement or of the Information Security and Identity Protection Policy by anyone to his/her supervisor immediately;

BOARD OF ELECTION COMMISSIONERS CITY OF CHICAGO

CONFIDENTIALITY AND ACCEPTABLE USE AGREEMENT

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

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

Employee/Recipient Signature

Date

Employee/Recipient Name (Printed)

Company Name (Printed) if not
a Board Employee

**APPENDIX 4:
Insurance Certificate of Coverage**

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

 (City) (State) (Zip)

Description of Operation/Location	
-----------------------------------	--

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

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability <input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				CSL Per Occurrence \$ _____ Each Occurrence \$ _____
Worker=s Compensation and Employer=s Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

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

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured Chicago Board of Election Commissioners Purchasing Department, Suite 800 69 West Washington Street Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____ Telephone _____