



**THE RETIREMENT BOARD OF THE
COUNTY EMPLOYEES' AND OFFICERS' ANNUITY AND BENEFIT FUND
OF COOK COUNTY AND
EX OFFICIO FOR THE FOREST PRESERVE DISTRICT EMPLOYEES'
ANNUITY AND BENEFIT FUND OF COOK COUNTY**

**REQUEST FOR PROPOSALS (RFP)
FOR
ELECTION SERVICES**

ISSUED ON MARCH 17, 2025

**SEALED WRITTEN RESPONSES MUST BE RECEIVED ON OR BEFORE
5:00 PM CENTRAL TIME ON APRIL 18, 2025**

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The Retirement Board (the “Board”) of the County Employees' and Officers' Annuity and Benefit Fund of Cook County and ex officio for the Forest Preserve District Employees' Annuity and Benefit Fund of Cook County (collectively, “CCPF” or the “Fund”) is conducting a search and seeking proposals from qualified firms interested in providing Election Services to the Fund. A term of three (3) years is contemplated, subject to annual renewal, commencing in June 2025

Title: **Election Services Provider Firm**
RFP No: **25-0002**

The Fund is the only authorized source of proposal forms. Reproduction of these documents without the express permission of the Fund is prohibited. Proposal forms obtained from any other source may be an incomplete set of documents and are prohibited.

To obtain a complete set of proposal forms and necessary addenda, interested parties are advised to submit inquiries to the Fund at ElectionServices@countypension.com. Proposals are to be received no later than 5:00 P.M. Central Time on April 18, 2025, per the schedule in Section 3.1.

1.2 QUIET PERIOD

The Quiet Period is the period of time beginning when the Request for Proposals for Election Services (the “RFP”) is authorized by the Board and ending when an election services provider firm (“Firm”) is selected by the Board or the process is declared to be complete. All Responders are subject to the Fund’s Quiet Period which will be effective as of the authorization date of the RFP, unless the Responder is otherwise notified. Responders shall not contact Board members during the Quiet Period and should direct all questions and communications to the Designated Contacts (see Section 2.3B).

The purpose of the Quiet Period is to ensure that all prospective Election Services Provider Firms have equal access to information regarding the search objective and requirements; to be certain that communications are consistent and accurate; and to ensure that the search and selection process is efficient, diligent, and fair. All inquiries related to this search should be submitted in writing to the Designated Contacts. Responders are otherwise prohibited from contacting the Fund, including any member of the Executive, Finance or Accounting Staff, Benefits Staff (“Fund Staff”), and Board. Offering or providing anything of value to Board members and Fund Staff is prohibited. **A RESPONDER WILL BE DISQUALIFIED FROM THE SEARCH PROCESS FOR ANY SUCH VIOLATION DURING THE QUIET PERIOD.**

SECTION 2: OVERVIEW

2.1 GENERAL OVERVIEW OF THE FUNDS

The Fund is governed by legislation contained in the Illinois Compiled Statutes (the “Statutes”). The Statutes authorize the Board to carry out the provisions of the Articles in the Statutes. The Board consists of nine Trustees that are elected or appointed as follows: three are elected by the employees of Cook County; one is elected by employees of the Forest Preserve District, two are elected by the annuitants of Cook County; one is elected by the annuitants of the Forest Preserve District, and two are ex officio seats appointed by the Comptroller and Treasurer of Cook County. Elected Trustees serve staggered three-year terms, resulting in no more than three positions being subject to election each year. The Fund has common trustees to administer the annuity and benefits of the Cook County and Forest Preserve District employees in accordance with the Statutes [Chapter 40, Articles 1, 9, 10, and 20].

The Fund was established in 1926 by an act of the Illinois General Assembly, is a defined benefit public pension fund that administers annuity, disability, death, and retirement health benefits to employees and

their beneficiaries of Cook County, Illinois. It is considered a component unit of Cook County and is included in the County's financial statements as a pension trust fund. At December 31, 2024, CCPF had approximately \$13.5 billion in net assets. The County Fund had approximately 19,370 active members and 20,740 annuitants and beneficiaries.

The Forest Preserve District Employees' Annuity and Benefit Fund of Cook County (the Forest Preserve Fund), established in 1931 by an act of the Illinois General Assembly, is also a defined benefit public pension fund that administers annuity, disability, death, and retirement health benefits to employees and their beneficiaries of the Forest Preserve District of Cook County, Illinois (the Forest Preserve District). It is considered a component unit of the Forest Preserve District and is included in the Forest Preserve District's financial statements as a pension trust fund. At December 31, 2024, Forest Preserve Fund had approximately \$208.0 million in net assets. The Forest Preserve Fund had approximately 600 active members and 556 annuitants and beneficiaries.

All of the governing statutes of the Fund can be accessed online at the State of Illinois Legislative site, <http://www.ilga.gov>

2.2 SERVICES TO BE PERFORMED

- A. General** - The Fund is soliciting the services of qualified firms to provide comprehensive election services for each of the County Fund and the Forest Preserve Fund. To be qualified, the firm must be authorized to conduct business in the State of Illinois. The election services are to be performed in accordance with the provisions contained in this RFP.
- B. Scope of Work to be Performed** – the Election Services Provider Firm will be engaged to provide the following services below
1. Printing all forms, envelopes (including #9-24# White Envelopes, overprinted with red and black ink on two sides) applications, petitions, and mail-in ballots in accordance with the Rules.
 2. Mailing to all Cook County agencies the Notice of Election, as such term is defined in the Rules, and any other required documentation in accordance with the Rules.
 3. Mailing to all participants designated by the Fund the instructions for electronic voting, along with a mail-in ballot for the Election, a return envelope and any other required documentation in accordance with the Rules. Instructions for electronic voting, which will be provided to Election Service Provider by the Fund, will be included with this mailing.
 4. Daily pick-up, and processing of all returned envelopes for mail-in ballots and mailing of all requests for mail-in ballots. **Please provide a detailed description of your process for daily pick-up, and processing of mail, including transport, storage, and reporting.**
 5. The daily pick-up for returned mail-in ballots shall begin three weeks before the election, and continue each business day through Election Day, and shall be made at 12:00 pm Noon CST or as close thereafter as possible.
 6. Daily reports to the Fund of all returned envelopes for mail-in ballots, and all returned envelopes with undeliverable mail-in ballots. The daily reports shall include the time that the returned mail-in ballots were picked up from the United States Postal Service in Chicago and the time they were returned to Business Location, with further confirmation that no intermediate stops were made.

7. Secure one (1) Post Office Box for the return of mail-in ballots in Chicago.
8. Providing or otherwise securing all equipment for ballot tabulation, voting stations and envelope cutters for use on Election Day.
9. Providing all support personnel (excluding attorneys) needed for the processing and tabulation of mail-in ballots on Election Day.
10. Providing all reports historically supplied to the Fund including a final report of all participants of the Fund who participated in the Election if requested by Fund, all software needed to support the Election, and any other report reasonably requested by the Fund. All system upgrades and enhancements made to the Election Service Provider’s system shall be incorporated into the provision of Services.
11. Securely maintain all returned mail-in ballots from the time they are picked up from the United States Postal Service in Chicago in accordance with this Agreement and returned to the Business Location. The returned mail-in ballots shall remain at the Business Location until the Election Day, when all returned mail-in ballots shall be transported from the Business Location to the site where the votes will be tabulated. The Fund will notify the Election Service Provider of the site where the votes will be tabulated no later than two days before the Election Day.
12. Such other services as the Fund may request in connection with the Election including such other services requested by the Election Committee or its designee; provided, however that such additional services shall be in compliance with the Rules and as approved by the Fund. Such reasonable requests would include any normal and usual services as provided in past elections by the Election Service Provider to the Election Committee or its designee and the Fund.

C. Communications – the vendor shall tabulate the election results and coordinate with the retained attorney to provide the results and other pertinent information to the Fund at the November meeting of the Board.

Other considerations - Ballots shall be retained for one year after the Election.

2.3 TRUSTEE ELECTION INFORMATION

A. Schedule of Elections

		Scheduled Elections	
		County Fund	Forest Preserve Fund
2025	Active	Election	
	Annuitant	Election	Election

2026	Active	Election	
	Annuitant		
2027	Active	Election	
	Annuitant	Election	Election

B. Contact Persons – The Fund’s Designated Contacts for purposes of the RFP will be:

1. Brent Lewandowski, Executive Director, blewandowski@countypension.com
 2. Rosemary Ihejirika, Benefits Manager, rihejirika@countypension.com
- All contacts can be reached at 312-603-1200.

2.4 SUMMARY - QUALIFICATIONS FOR THE ASSIGNMENT

The purpose of the RFP is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the election services needs of the Fund in conformity with the requirements of this RFP.

As such, the substance of proposals will carry more weight than their form or manner of presentation. The response should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also provide a description of the hardware and software used to perform the services. In addition, the responder must demonstrate that it has provided election services comparable to those detailed in Section 2.2 over the past five years for public pension systems that are approximately the size and complexity of the Fund.

2.5 TECHNICAL QUALIFICATIONS FOR THE ASSIGNMENT

Each proposal must be submitted in writing with responses to categories A through M outlined below.

A. Transmittal Letter

Responders shall provide a transmittal letter identifying the responding company, including its address, signed by an individual authorized to bind the company contractually. The letter shall state the name, title, address, phone number, fax number, and e-mail address of a contact authorized to provide clarifying information regarding the proposal response. In addition, a summary of ability and desire to supply the required services must be included in the transmittal letter. Responders may include additional information relevant to this RFP in the transmittal letter.

B. Background of the Firm

1. Briefly describe your firm’s background, history, and ownership structure, including any parent, affiliated or subsidiary company, and any business partners.
2. Describe the services your firm provides and give the percentage of revenue derived from election services.
3. Provide an organization chart of your firm and describe the relationship between each component and the group that would provide the election services.
4. Within the past five years, have there been any significant developments in your organization

such as changes in ownership, restructuring, or personnel reorganizations? Do you anticipate future significant changes in your organization?

5. Please give the address of your corporate office and indicate which office(s) will service the Fund account.
6. Is your firm and/or subcontractor your firm engages with a registered Minority, Disabled, or Women's Business Enterprise? If so, please provide a copy of any applicable registration certificate.

C. Standards of Conduct

1. Does your firm have a written code of conduct or a set of standards for professional behavior? If so, how are they monitored and enforced?
2. Within the last five years, has your organization been involved in litigation or other legal proceedings relating to your election services assignments? If so, please provide an explanation and indicate the current status or disposition of such legal proceedings.
3. Has your firm ever been censured by any regulatory body? If so, please describe the situation.

D. Ethics and Conflicts of Interest

1. An affirmative statement that your firm is aware of the existence of the Fund's Ethics Policy (the "Ethics Policy"), has read the Ethics Policy, and is aware of its responsibilities to adhere to the Ethics Policy (Note: The Ethics Policy is available on the CCPF's website www.CookCountyPension.com).
2. An affirmative statement that your firm is in full compliance with the Ethics Policy and that it has not directly or indirectly violated the Ethics Policy, whether through itself or through its directors, employees, agents, affiliates, or otherwise, and that neither your firm nor any of the parties listed previously has caused or assisted any person or entity to directly or indirectly violate the Ethics Policy.
3. Are there any potential conflict of interest issues your firm would have in servicing the Fund? If so, describe them.
4. How does your firm identify, monitor, and manage conflicts of interest?
5. List and describe any professional relationship your firm has with either the County of Cook or the Forest Preserve District.

E. Diversity

1. Diverse and women owned companies are encouraged to submit proposals for this RFP. Please provide documentation establishing that the responder is a certified minority, women or disabled owned entity.

F. Reporting

Please describe how your firm provides reporting on both mail-in and electronic voting.

1. Provide a brief overview of the hardware and software systems used in the production of reports.

G. Unique Qualifications

1. Describe how your election services are distinguished from that of your competitors.
2. Describe any election services of your organization that may not be offered by other consultants.

H. References

1. Provide two (2) references, with contact information, for entities to which you have provided election services.
2. Please provide your current client list by geographic location.

I. Previous clients

Please list public sector or ERISA clients who have terminated your election services relationship during the past three years and their reasons for doing so.

J. Insurance and liability

1. Please describe the levels of coverage for errors and omissions and cyber-security insurance and any fiduciary or professional liability insurance your firm carries. Is the coverage on a per client or incident basis, or is the dollar figure applied to the firm as a whole? List the insurance carriers.
2. Describe your quality assurance procedures.
3. Describe your firm's disaster recovery plan as it relates to the equipment, software, and data tapes and personnel that would be used in providing the election services required by the Fund.

K. Subcontracting

1. If your firm uses the services of a subcontractor, please identify the subcontractor and describe the skills and qualifications of the subcontractor and its individual employees.
2. Describe what portions of the election services will be assigned to the subcontractor.
3. Identify the cost associated with the portions of the election services assigned to the subcontractor.
4. Describe the inclusive periods and percentage of time the subcontractor will devote to the election services.
5. Describe the contractual arrangement contemplated with each subcontractor and describe generally the control/delegation of responsibilities anticipated in that arrangement.
6. Does your firm employ subcontractors with Minority, Disabled, or Women business enterprises? If so, provide a list of the firms along with a copy of any applicable registration certificate.

L. Contract

You must confirm that you have reviewed the form of Contract included as Exhibit B, agree to all terms and conditions and, if selected, will execute the contract with all quoted fees and agreed upon scope of services inserted in the Contract. If you object to any provision of the form of Contract, please specify the provision and any objection thereto. Please note the Fund reserves the right to modify or amend the form of Contract.

M. Appendices

Appendix A. Biographies

Please include biographies for all consultants listed in your proposal who may provide election services. Indicate what year each consultant joined your firm and describe his or her position, current responsibilities, areas of expertise, experience, education, professional designations and memberships, and relevant publications and presentations. The consultants assigned to provide election services to the Fund must have a minimum of five (5) years professional experience as an election services provider. Such biographies should indicate election service experience with public sector pension or ERISA funds.

N. Completion of Cost Table

You must complete the cost proposal for the Services requested, as set forth in Exhibit A.

SECTION 3: TIMELINE AND INSTRUCTIONS FOR SUBMISSION

3.1 RFP TIMELINE

Approximate Dates	Action
March 17	Board authorizes issuance of the RFP
March 28	Vendor Questions Due
April 4	Q&A Responses Due
April 18	Vendor proposals due
May 5-9	Oral presentations to CCPF staff
June 5	Finalists' presentations to the Board
June 6	Contracting process
July 11	Contract presented to the Board

1. Questions regarding this RFP must be received by 5:00pm, Central Time, Friday, March 28, 2025. Responses to the properly submitted questions will be consolidated in a single Q&A document and provided to responders by 5:00pm, Central Time, on Friday, April 4, 2025. After April 4, 2025, if a question appears unclear; Responders should state their interpretation of the question and answer accordingly. In all cases, no verbal communications will override written communications.

3.2 ELECTION TIMELINE

First Monday of August - Mail Notice of Election to all County Elected Officials and Dept Heads.

Third Thursday of August – Petition Sheets must be provided to the Fund.

First Tuesday of September – First Day candidates may file nominating petitions at the Pension Fund Office beginning at 9:00 A.M.

30 Days before Election Day - Last day to mail ballots to all members involved in the election.

Second Wednesday of October through Election Day – Check Post Office Box in Chicago and Process all returned voted ballots.

Last Wednesday of October - Election Day: Begin processing ballots at 8:00 A.M.

3.3 INSTRUCTIONS

During the evaluation process, the Fund retains the right to request additional information or clarification from responders to this RFP. The Fund, at its discretion, may also allow corrections of errors or omissions by responders.

Proposals must be received no later than 5:00 P.M., Central Time, April 18, 2025, and submitted in hard copy and electronic copy (via e-mail) to the following **Designated Contact**. Please zip files to prevent them from being rejected.

Designated Contact

- Rosemary Ihejirika ElectionServices@countypension.com

The electronic copy should include:

1. A cover letter authenticating the statements made in the response submission and compliance with the terms of the RFP signed by an officer of the responding firm or a designated agent empowered to bind the organization in a contract.
2. An Affirmation Statement (please include as an Appendix) demonstrating that the response submission meets the qualifications of the RFP and signed by an officer of the responding organization or a designated agent empowered to bind the firm in a contract.
3. Each exhibit and appendix clearly named.
4. Responses to all matters identified in **Section 2.5 Technical Qualifications for the Assignment**.
5. A PDF of the entire proposal. Hard copy submissions should be printed double-sided and submitted to the following address:

Attn: Election Services
Cook County Pension Fund
70 W Madison Street, Suite 1925
Chicago, IL 60602

All responses must be complete in every respect and must answer **concisely and clearly** all qualifications requested in this RFP. Late responses will not be accepted.

SECTION 4: DISCLOSURE

4.1 GENERAL DISCLAIMER

The Fund reserves the right to reject any and all responses. The Fund reserves the right to request clarification of information submitted and to request additional information from one or more responders. Proposals when received shall become the property of the Fund and shall not be returned to responders.

If the information provided in a response is deemed to be insufficient for evaluation, the Fund reserves the right to request additional information or to reject the proposal outright. False, incomplete, or unresponsive statements in connection with a response may be sufficient cause for its rejection. The evaluation and determination of the fulfillment of the requirements will be determined by the Fund and such judgement shall be final.

The Fund reserves the right to modify the scope of the engagement and/or terminate the proposed engagement entirely.

In submitting a response, responders recognize that the Fund is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 (“Act”) and, as such, the responses may be subject to public disclosure after selection of a vendor.

If a responder believes that any portion of its proposal is exempt from public disclosure under the Illinois Freedom of Information Act, the responder must mark such portion “TRADE SECRETS,” “CONFIDENTIAL,” or “PROPRIETARY,” and make it readily separable from the balance of the response. Proposals marked “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” in their entirety will not be honored, and the Fund, at its sole discretion, will determine whether all or any portion of proposals so marked will be disclosed. By submitting a response with material marked “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY,” the responder is representing that it has a good faith belief that the material is exempt from disclosure under the Act; however, such designations will not necessarily be conclusive. From time to time, a responder may be required to justify in writing why such material should not, upon request, be disclosed by the Fund under the Act.

If a request is made pursuant to the Act for materials a responder has marked “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY,” and if the Fund agrees that the material requested is not subject to disclosure under the Act, the Fund will deny disclosure of those materials. If the Fund’s determination is challenged, it will notify the responder so it can seek a protective order or take other actions at its sole expense. If the Fund denies disclosure, then by submitting its proposal the applicable responder agrees to reimburse the Fund for, and to indemnify, defend, and hold harmless the Fund, its officers, fiduciaries, employees, and agents from and against: any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses including, without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever (collectively, “Claims”) arising from or relating to the Fund’s non-disclosure. By submitting a proposal, responders also agree to indemnify, save, and hold the Fund harmless from and against any and all Claims arising from or relating to the Fund’s public disclosure of any such designated portions of their proposal if the Fund reasonably determines disclosure is required by law, or if disclosure is ordered by the Office of the Illinois Attorney General or by a court of competent jurisdiction.

4.2 NOTICES AND REQUIREMENTS

The Fund reserves the right to amend the RFP at any time. Respondents agree that the contents of their responses are valid for one year from the date of submission.

The Fund is not responsible for and will not pay any costs associated with the preparation and submission of any response.

The Fund reserves the right to waive or permit cure of nonmaterial variances in any response if it is in the Fund's best interest to do so. "Nonmaterial variances" include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not unreasonably prejudice other responders, that do not change the meaning and scope of the RFP, or that do not reflect a material change in the RFP. The determination of materiality is in the sole discretion of the Fund.

The Fund's Ethics Policy and the Illinois Pension Code restrict gifts which may be given or received by Fund employees or Trustees. Responders are responsible for compliance with these provisions and all Fund policies.

This RFP and the resulting agreement, if any, are to be governed by the laws of the State of Illinois. Responders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP must be brought in the appropriate Illinois forum.

4.3 DISPOSITION OF PROPOSALS

The Fund reserves the right to retain all responses submitted and to use any ideas in a response regardless of whether that response is selected. Submission of a response indicates acceptance of the conditions contained in this RFP, unless clearly and specifically noted in the response submitted and confirmed in the agreement between the Fund and the organization selected.

SECTION 5: SELECTION PROCESS

5.1 EVALUATION OF RESPONSES AND CANDIDATE QUALIFICATION

All qualified responses will be evaluated by Fund Staff. Fund Staff shall review the proposals to identify qualified candidates based on the criteria presented in the RFP as supplemented by material provided by responders. Fund Staff and members of the Board may interview all, some, or none of the RFP responders; undertake site visits to responder offices; and conduct such other due diligence as is prudent under the circumstances in the Fund's sole discretion.

Fund Staff will prepare a report relating to the results of the RFP process and present the report to the Board during a public meeting. Organizations may be asked to make formal presentations of their proposals to the Board. Selection of the election services provider firm is subject to final approval by the Board.

5.2 AWARD

The Fund reserves the right to award this mandate to the firm(s) which, in its sole opinion, will provide the best match to the requirements of the RFP. The Fund reserves the right to reject responders due to their noncompliance with the requirements of this RFP. Additionally, the Fund reserves the right not to hire or defer the hiring of any organization for election services.

5.3 EVALUATION FACTORS

During the selection process all qualified responders to the RFP will be evaluated and ranked and a determination of overall best value will be made. The determination will be influenced by, but may not be limited to, the following:

1. Administrative Responsiveness – Compliance with proposal requirements and responses to all technical qualifications outlined in this RFP. The firm’s ability to adhere to the standard form of Contract provided in Exhibit B will also be considered.
2. Organization & Management - Stability, ownership, and breadth of resources meeting the criteria as specified in the RFP and documented experience of key professionals.
3. Fees – Fees for election services requested and associated costs.

5.4 ANNOUNCEMENT

Following successful completion of the RFP process, the Board’s decision shall be public information.

EXHIBIT A
Fees for Services

	Election			
	County		Forest	
	Actives	Annuitants	Actives	Annuitants
Election Notice and Planning (P.O. Box, Paper, envelopes, postage)		N/A		N/A
Ballot Construction and Materials (Paper, Envelopes, NCOA processing. Does not include postage.)				
Electronic Voting				
Replacement Ballot (Paper, postage per single piece cost)*				
Election Day Tabulation (On-site Chicago Loop Location)				
Post Election <ul style="list-style-type: none"> • Ballot storage • Potential challenge* 				
Total Does not include asterisked items				

*Items are included as contingencies and will only be assessed if and as needed.

EXHIBIT B
FORM OF
ELECTION SERVICE PROVIDER AGREEMENT

This Election Service Provider Agreement (this Agreement) is made as of _____, 2025 (Effective Date), by and between the County Employees’ and Officers’ Annuity and Benefit Fund of Cook County (Cook County Fund) and the Forest Preserve District Employees’ Annuity and Benefit Fund of Cook County (Forest Preserve Fund) (referred to collectively throughout this Agreement as the Fund) and _____, a ___ corporation (Election Service Provider), whose primary place of business is _____ (Business Location).

I. SERVICES PROVIDED BY ELECTION SERVICE PROVIDER

As of the Effective Date, the Fund hereby engages Election Service Provider to provide election support services, including the services listed in this Section I of this Agreement (collectively the Services) in connection with the following elections: (1) the Cook County Fund Employee Member election; (2) the Cook County Fund Annuitant Member election; (3) the Forest Preserve Fund Employee Member election; and (4) the Forest Preserve Fund Annuitant Member election (collectively, the Elections and each such an Election); provided, however, that the Fund may terminate this Agreement at any time pursuant to Section III. B. The Elections are expected to be held on the last Wednesday of October (Election Day). The Election Service Provider agrees to perform the Services in a diligent and professional manner, all in accordance with the Fund’s Election Rules (as may be amended from time to time, the “Rules”), applicable law and this Agreement. Election Service Provider further acknowledges and agrees that, consistent with the Rules, Election Service Provider shall coordinate with the Election Committee of the Retirement Board of Trustees of the Fund (Board) or its designee in performing the Services; provided, however, that sole authority with respect to any dispute over the Rules lies with the Board or its designee. The Services to be performed by the Election Service Provider for the Election include, but are not limited, to the following:

- 13.** Printing all forms, envelopes (including #9-24# White Envelopes, overprinted with red and black ink on two sides) applications, petitions, and mail-in ballots in accordance with the Rules.
- 14.** Mailing to all Cook County agencies identified by the Fund of the Notice of Election, as such term is defined in the Rules, and any other required documentation in accordance with the Rules.
- 15.** Mailing to all participants designated by the Fund the instructions for electronic voting, along with a mail-in ballot for the Election, a return envelope and any other required documentation in accordance with the Rules. Instructions for electronic voting, which will be provided to Election Service Provider by the Fund, will be included with this mailing.

16. Daily pick-up, and processing of all returned envelopes for mail-in ballots and mailing of all requests for mail-in ballots.
17. The daily pick-up for returned mail-in ballots shall begin on three weeks before the election, and continue each business day through Election Day, and shall be made at 12:00 pm Noon CST or as close thereafter as possible.
18. Daily reports to the Fund of all returned envelopes for mail-in ballots, and all returned envelopes with undeliverable mail-in ballots. The daily reports shall include the time that the returned mail-in ballots were picked up from the United States Postal Service and the time they were returned to the secured ballot storage location, with further confirmation that no intermediate stops were made.
19. Secure one (1) Post Office Box for the return of mail-in ballots in Chicago.
20. Providing or otherwise securing all equipment for ballot tabulation, voting stations and envelope cutters for use on Election Day.
21. Providing all support personnel (excluding attorneys) needed for the processing and tabulation of mail-in ballots on Election Day.
22. Providing all reports historically supplied to the Fund including a final report of all participants of the Fund who participated in the Election if requested by Fund, all software needed to support the Election, and any other report reasonably requested by the Fund. All system upgrades and enhancements made to the Election Service Provider's system shall be incorporated into the provision of Services.
23. Securely maintain all returned mail-in ballots from the time they are picked up from the United States Postal Service in Chicago in accordance with this Agreement and returned to the Business Location. The returned mail-in ballots shall remain at the Business Location until the Election Day, when all returned mail-in ballots shall be transported from the Business Location to the site where the votes will be tabulated. The Fund will notify the Election Service Provider of the site where the votes will be tabulated no later than two days before the Election Day.
24. Such other services as the Fund may request in connection with the Election including such other services requested by the Election Committee or its designee; provided, however that such additional services shall be in compliance with the Rules and as approved by the Fund. Such reasonable requests would include any normal and usual services as provided in past elections by the Election Service Provider to the Election Committee or its designee and the Fund.

II. CONSIDERATION FOR SERVICES

Other than the fees specified in Section II.1 and the reimbursement of certain costs expressly provided for in Section II.2, Election Service Provider shall not be entitled to any fee, reimbursement or any other compensation under this Agreement.

1. Fees for Services. In consideration of the performance of the Services and upon receipt of a proper invoice as provided in Section II.2, the Fund shall pay Election Service Provider the following fees:

(i) [Subject to vendor submission.]

Notwithstanding anything to the contrary set forth herein, if any Election is not held (e.g., due to there only being one candidate, etc.) or if this Agreement is terminated prior to the Election pursuant to Section III.B, Election Service Provider shall only be entitled to reimbursements provided in Section II.2 of this Agreement, after the Fund's receipt of proper invoices. The Election Service Provider acknowledges that as a condition of this Agreement, the fees provided in this Section may not be modified or revised during the Term of this Agreement. The Election Service Provider acknowledges that the Fund shall not be responsible for any attorneys' fees and/or cost incurred by the Election Service Provider regarding any collection or other actions against the Fund regarding this Agreement.

2. Reimbursement of Certain Costs. The Fund shall reimburse Election Service Provider only for those costs specified in this Section II.2.

a. Mailing Cost.

The Fund will pay for the mailing to all participants of the instructions for electronic voting and mail-in ballots, by using the Fund's US postage permit No. 2079. This payment will be made directly by the Fund and is not subject to reimbursement to the Election Service Provider. The Election Service Provider shall provide all other postage to participants incurred in the performance of other Services which include the ballots mailed with addresses following the National Change of Address ("NCOA") search and replacement ballots. These specific postage costs shall be reimbursed by the Fund. The Fund also shall reimburse the Election Service Provider for costs incurred in order to comply with the NCOA search as might be required by the United States Postal Service. The expense for the NCOA search shall be separately identified on the invoice submitted to the Fund by the Election Service Provider. The cost of the National Change of Address Search shall be **Three-hundred and no/100 Dollars (\$300.00)** per Election conducted.

b. Replacement Ballots. The Fund will pay the Election Service Provider **two dollars and seventy-five cents (\$2.75)** for each replacement ballot or "remake" that has been requested by the Fund.

- c. If no Election is held (e.g., due to there being only one candidate, etc.), Election Service Provider will not be entitled to receive the associated flat fee for the Election and shall only be entitled to a management service fee of **four-thousand five hundred and no/100 Dollars (\$4,500.00)** which shall include the cost of renting a US Post Office Box in Chicago.
- d. Termination pursuant to this Agreement. If this Agreement is terminated prior to any Election, the Election Service Provider will not receive any associated flat fee and will only be entitled to the actual out of pocket costs reasonably incurred by it hereunder for Services actually rendered as of the date of termination.

3. Terms of Payment and Reimbursement.

- a. Invoicing and Payment of Fees and Costs Following Election

Within thirty (30) days following the date of the Election, Election Service Provider will invoice the Fund for the associated flat fee (Section II.1) and associated costs (Section II.2). Such invoices shall include reasonable detail of all invoiced costs. Subject to the remaining provisions of this Agreement and any amount disputed in good faith, the Fund agrees to pay the Election Service Provider within forty-five (45) days of receipt of each invoice properly prepared and submitted in accordance with this Section. The Election Service Provider shall not be entitled to invoice the Fund for any late fees or other penalties.

- b. Invoicing for Actual Costs if Election Not Held or Agreement Terminated.

In the event that an Election is not held or if this Agreement is terminated prior to the Election, the Election Service Provider will invoice the Fund for the costs permitted in Section II.2 hereof within thirty (30) days following the date it is determined that such election will not be held or the date of termination, as applicable. Such invoices shall include reasonable detail of all invoiced costs. Subject to the remaining provisions of this Agreement and the Fund's agreement with the reasonableness of the invoiced costs, the Fund agrees to pay within forty-five (45) days of receipt of each invoice properly prepared and submitted in accordance with this Section. The Election Service Provider shall not be entitled to invoice the Fund for any late fees or other penalties.

III. GENERAL PROVISIONS

- A. TERM:** This Agreement will commence as of the Effective Date and, unless earlier terminated in accordance with Section III.B hereof, shall continue in effect until midnight on December 31, 2027(Term).

B. TERMINATION: This Agreement can be terminated by the Fund at any time and for any reason by notice to the Election Service Provider, which notice shall set forth the effective date of termination. This Agreement can be terminated by Election Service Provider upon not less than one hundred twenty (120) days prior written notice to the Fund. The Election Service Provider understands and agrees that such prior notice is reasonable and necessary for the Fund to obtain replacement election services.

C. GOVERNING LAWS: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois. The parties hereby consent to the jurisdiction of the courts of the State of Illinois. Election Service Provider irrevocably agrees that, subject to the Fund's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and Election Service Provider consents and submits to the jurisdiction thereof. In accordance with these provisions, Election Service Provider waives any right it may have to transfer or change the venue of any litigation brought against it by the Fund pursuant to this Agreement.

D. ELECTION SERVICE PROVIDER COVENANTS: (a) Election Service Provider covenants that it is authorized to do business in Illinois and will remain so authorized throughout the Term of this Agreement.

E. DATA SECURITY BREACH. The Election Service Provider agrees to comply with the requirements and responsibilities relating to a data security breach set forth in Exhibit ____, which Exhibit is incorporated herein by reference. Election Service Provider shall provide a written notification to the Fund regarding any actual confirmed security breach in which the Fund or member data are accessed, disclosed, modified, destroyed, interfered with or used in an unauthorized manner (i.e. a "Security Event"). Election Provider shall notify, via written email communication to, the Executive Director of the Fund promptly but in no event later than forth eight (48) hours of Election Service Provider confirming such Security Event. Such notification shall include details of the Security Event along with a brief description of the data that may have been accessed or whose security may have been compromised. Election Service Provider will cooperate with the Fund in investigating and addressing any Security Event (including, without limitation, cooperation in complying with applicable breach notification laws). Election Service Provider will take appropriate steps to remedy and mitigate the effects of any Security Event and to promptly provide notification to the Fund upon remediation. To the extent there is a conflict between this Section and the terms of Exhibit __, Exhibit __ shall control.

F. NOTICE: Notices hereunder shall be in writing. Any notice shall be considered given on (a) the date of service if served personally on the party to whom notice is to be given with signature verification of delivery, (b) the next business day following the date sent by Federal

Express or other overnight courier service, (c) the third business day following deposit in the United States mail, postage prepaid, first class mail or (d) on the date transmitted by facsimile, provided (i) confirmation of transmission to the designated facsimile number is generated by the transmitting fax machine and (ii) a duplicate copy of such notice is also delivered via personal delivery, courier service or mail within five (5) business days of transmission by facsimile. Notices shall be addressed as follows:

- i. If to Election Service Provider:

Vendor Address
Attn: TBD

- ii. If to either Fund:

County Employees' and Officers' Annuity and Benefit Fund and
Forest Preserve District Employees' Annuity and Benefit Fund
70 West Madison Street, Suite 1925
Chicago, Illinois 60602
Attention: Executive Director
Facsimile: 312-603-9756

G. ENTIRE AGREEMENT; AMENDMENT OR MODIFICATION: It is expressly agreed that the provisions set forth in this Agreement constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended or otherwise modified except by mutual written agreement of the parties.

H. COUNTERPARTS: This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute the same agreement.

I. KEY PERSONS; SUBCONTRACTING OR ASSIGNMENT: This Agreement shall not be subcontracted or assigned by Election Service Provider, in whole or in part, without the advance written approval of the Fund, which approval shall be granted or withheld at the sole discretion of the Fund. The unauthorized subcontracting or assignment of this Agreement, in whole or in part, shall have no effect on the Fund and is null and void.

J. INDEMNIFICATION: Election Service Provider covenants and agrees to indemnify and save harmless the Fund and its respective trustees, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses,

attorney's fees, losses, damages and liabilities incurred or suffered directly from or attributable to any claims arising out of or incident to the performance or nonperformance of this Agreement by Election Service Provider, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of Election Service Provider.

K. COMPLIANCE WITH THE LAWS: Election Service Provider shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement. Assurance of compliance with this requirement by the Election Service Provider's employees, agents or subcontractors shall be the responsibility of Election Service Provider.

L. COMPLIANCE WITH ETHICS POLICY: Election Service Provider, its employees, agents, and subcontractors, shall observe and comply with the Ethics Policy adopted by the Fund's Board on October 6, 2010, including any amendments made thereto while this Agreement is in effect. Election Service Provider acknowledges that it has received a copy of the Ethics Policy as of the Effective Date of this Agreement and agrees that compliance with this policy by its employees, agents or subcontractors shall be the responsibility of Election Service Provider.

M. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS: Election Service Provider acknowledges and agrees that information provided to Election Service Provider pursuant to this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication or be used by Election Service Provider in any way, whether during the Term or at any time thereafter, except solely as required in the course of Election Service Provider's performance hereunder. The Election Service Provider shall comply with the applicable privacy laws and regulations affecting the Fund and will not disclose any of the Fund's records, materials, or other data to any third party without the prior written approval of the Fund. These provisions regarding confidentiality shall survive the expiration or other termination of the Agreement. Notwithstanding the forgoing, the Election Service Provider acknowledges that each Fund is a statutorily created public body subject to state laws, including, without limitation, the Illinois Freedom of Information Act (5ILCS 140/1 et seq.) which provides generally that a public body's records and agreements are open to public inspection and copying unless exempted or subject to some specific protection under the aforementioned act. The Election Service Provider shall make no claim against the Fund if the Fund makes available to the public any report, notice, invoice, this Agreement, or other information relating to the Services provided hereunder which was required to be made public pursuant to law. The Election Service Provider agrees to retain the ballots and other materials related to any Election for one year after the Election and this obligation shall survive the expiration or other termination of the Agreement.

N. RECORDS: The Election Service Provider will maintain accurate records of all staff time and expenditures incurred on behalf of the Fund during the term of this Agreement which the Election Service Provider shall retain for a period of two (2) years after the conclusion of the

Term of this Agreement. The Election Service Provider shall allow the Fund or any representative or auditor thereof to inspect and make copies of such records and interview Election Service Provider personnel in connection with the provisions of the Services.

O. INDEPENDENT CONTRACTOR STATUS; NO THIRD-PARTY BENEFICIARIES: Election Service Provider and its employees, agents and subcontractors are, for all purposes arising out of this Agreement, independent contractors and not employees of the Fund. It is expressly understood and agreed that neither Election Service Provider nor Election Service Provider's employees, agents or subcontractors shall be entitled to any benefit to which Fund's employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third-party beneficiary.

P. REASONABLE COOPERATION: Election Service Provider shall cooperate and work collaboratively with any Election Voting Vendor or other election consultant retained by the Fund in connection with the Elections in order to ensure an Election that is fair and consistent with the Rules.

[Signature Page Follows]

Each party has caused this Agreement to be executed and delivered by their duly authorized representative, as applicable, as of the Effective Date

**County Employees' and Officers'
Annuity and Benefit Fund of
Cook County & Preserve District
Employees' Annuity and Benefit Fund of
Cook County**

TBD

By: _____
Name: Brent Lewandowski
Title: Executive Director

By: _____
Name: **TBD**
Title: **TBD**

Approved as to form only:

By: Mary Patricia Burns, Fund Counsel

[EXHIBIT]
Data Security Requirements

Definitions

“Authorized Persons” means employees, contractors, agents or auditors, who Election Service Provider determines has a need to access Personal Information and Confidential information to enable Election Service Provider to perform its obligations to Client under this Agreement, and who will agree to be bound in writing by confidentiality obligations sufficient to protect Personal Information and Confidential Information.

“Client” means the CCPF, as defined in the Agreement.

“Personal Information” means and includes any information provided to Election Service Provider by Client or at Client’s direction, that either (i) identifies or can be used to identify an individual (including, without limitation, names signatures, addresses telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, social security numbers (SSNs), employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). “Personal Information” further includes information pertaining to physical, emotional, mental, or financial condition.

“Data Breach” or “Security Event” mean any act or omission that compromises either the security, confidentiality or integrity of Confidential Information or Personal Information.

“Data Incident” means any act omission that may materially compromise the physical technical or administrative safeguard put in place by the Election Service Provider but that does not result in a Data Breach.

Safeguarding Confidential and Personal Information

Election Service Provider agrees and covenants that it shall (i) keep and maintain all Confidential Information and Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use Confidential Information and Personal Information solely and exclusively for the purpose for which Client shares or provides the Information to Election Service Provider, and shall not use, transfer, sell, rent, distribute or otherwise disclose Confidential Information or Personal Information for Election Service Provider’s benefit or for any other purpose without Client’s prior written consent; (iii) shall not directly or indirectly disclose Confidential Information or Personal Information to anyone other than its Authorized Persons without express written prior consent from Client, unless and to the extent required by law.

Information and Data Security

Election Service Provider warrants and represents that its access, collection, storage and disposal of Confidential Information and Personal Information does and shall comply with applicable federal and state statutes and regulations.

Without limiting Election Service Provider's obligations pursuant to this Agreement, Election Service Provider shall implement administrative, physical and technical safeguards for protection of Confidential Information and Personal Information that are no less rigorous than acceptable industry practices and shall ensure that all such safeguards comply with applicable data protection and privacy laws, statutes and regulations and federal and Illinois law, including, without limitation, the Illinois Personal Information Protection Act and the Health Insurance Portability and Accountability Act.

During the term of this Agreement, Election Service Provider shall at all times cause Authorized Persons to abide strictly by Election Service Provider's obligations under this Agreement in relation to the treatment of such Information, both pursuant to this Agreement and Election Service Provider's internal policies and procedures.

Data Breach or Data Incident Procedures

In the event of a Data Breach or Data Incident, Election Service Provider shall (i) notify the designated representative of CCPF of a Data Breach as soon as practicable, but no later than 48 hours after Election Service Provider becomes aware or should have become aware of the Data Breach and (ii) notify the designated representative of CCPF of a Data Incident promptly after Election Service Provider determines that the Data Incident did not rise to the level of a Data Breach. Immediately following Election Service Provider's notification to Client of a Data Breach, Election Service Provider and Client shall coordinate to investigate the Data Breach. Election Service Provider shall be responsible for conducting the investigation. Election Service Provider shall bear all costs and expenses of the investigation, reporting and notification to affected parties of any Data Breach caused or experienced by Election Service Provider or any of its agents or subcontractors, and shall cooperate with Client's personnel, including any insurance carriers to which Client reports the incident, fully, including, without limitation, by providing access to Client and/or its personnel or carriers, to relevant records, logs, files, data reporting or other materials requested.

Election Service Provider expressly agrees that it shall not inform any third party, including law enforcement, consumer reporting agencies, or affected employees or consumers, of any Data Breach without first notifying Client, other than to inform a complainant that the matter has been forwarded to Client. Client shall have the sole right to determine whether notice of the Data Breach shall be reported to third parties, including affected parties, law enforcement, consumer reporting agencies or as otherwise required, and Client shall have the sole discretion over the contents of any such notice. Election Service Provider shall undertake the distribution of any instructed notice at its sole expense.

Compliance Oversight

Upon written request from Client, Election Service Provider shall confirm compliance with this Agreement and any applicable industry standards and shall promptly provide to Client a written information security questionnaire regarding Election Service Provider's information technology resources, data security protocols and applicable policies. Failure to provide such information shall be grounds for Client to terminate this Agreement immediately.

Return of Confidential Information

At any time during the term of this Agreement upon Client's written request, or upon the termination of this Agreement, Election Service Provider shall instruct all Authorized Persons to promptly return to Client all copies, whether in written, electronic or other form of media, of Personal Information or Confidential Information, in its possession, custody or control, and certify in writing to Client that such Personal Information or Confidential Information has been returned to Client or disposed of securely.

Material Breach

Election Service Provider acknowledges that any breach of the provisions of Section III.E of the Agreement or this Exhibit ___ regarding Election Service Provider's data security measures is a material breach of this Agreement. As such, Client may terminate this Agreement effective immediately upon written notice to Election Service Provider without any further liability or obligation to Client.

Equitable Relief

Election Service Provider acknowledges that any breach of the provisions of Section III.E of the Agreement or this Exhibit ___ regarding Election Service Provider's data security may cause Client irreparable harm, for which monetary damages will not be adequate compensation. Election Service Provider therefore agrees that Client may seek equitable relief, including but not limited to injunctive relief or specific performance, to enforce the terms of this Agreement. Such equitable relief is not exclusive, but rather, is in addition to all other remedies available at law or in equity, subject to the terms of this Agreement.

Indemnification

For the avoidance of doubt, and in addition to the indemnification provisions contained in Section III.J of the Agreement, Election Service Provider shall defend, indemnify and hold harmless Client and its respective officers, trustees, employees, agents, successors and permitted assigns (each, a "**CCPF Indemnitee**") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim against any CCPF Indemnitee arising out of or resulting from Election Service Provider's failure to comply with any of its obligations under Section III.E of the Agreement or this Exhibit ___.

Data Breach Insurance

Election Service Provider agrees to maintain data breach and cyber security insurance coverage of not less than One Million Dollars (\$1,000,000) per occurrence or the customary data breach insurance coverage amount in the industry, whichever is greater, and such coverage will cover crisis services, regulatory defense, prior acts, business interruption, costs to restore or recreate the data, and extortion. Such policy will name the Client as an additional insured and require at least fifteen (15) days' notice to Client prior to any cancellation or material change. Election Service Provider will provide Client a certificate evidencing such coverage from time to time upon Client's reasonable request. The amount of insurance coverage required herein will not be construed as creating any limitation on Election Service Provider's indemnification obligations under this Agreement. Election Service Provider shall also ensure that any agents or sub-contractors assigned to perform work under this Agreement on behalf of Consultant shall maintain data breach and cyber security insurance coverage of not less than One Million Dollars per occurrence and consistent with the requirements of this Exhibit D.