

Office of the Special Deputy Receiver  
222 Merchandise Mart Plaza  
Suite 1450  
Chicago, IL 60654  
312-836-9500  
[www.osdchi.com](http://www.osdchi.com)

**INVITATION FOR BID  
FOR  
COPYING, PRINTING AND MAILING SERVICES**

**Bid Deadline – November 30, 2009**

**November 13, 2009**

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FOR  
COPYING, PRINTING AND MAILING SERVICES**

**BACKGROUND**

Pursuant to the Illinois Insurance Code (Code), the Director of Insurance of the State of Illinois (Director), is appointed as Conservator, Rehabilitator or Liquidator of domestic insurance companies which have been determined by the state courts to be insolvent or to meet provisions or grounds for conservation, rehabilitation or liquidation as specified in the Code. The Director, as Conservator, takes possession and control of the insurance company for the purpose of determining its condition. The Conservator maintains possession and control of the company until the court vacates the seizure order, either when the Director determines not to institute proceedings against the insurance company for rehabilitation or liquidation or upon court order pursuant to conservation proceedings. As Rehabilitator, the Director conducts the business of the insurance company and implements a plan of rehabilitation, if feasible. As Liquidator, the Director marshals the assets of the insurance company and liquidates such assets as appropriate, while managing the business and affairs of the company as approved by the state courts, including the payment of court-approved creditor's claims.

The Director is empowered by the Code to appoint a Special Deputy as his agent to supervise the conservation, rehabilitation or liquidation of the insurance companies. The Office of the Special Deputy Receiver (the "OSD"), an Illinois not-for-profit corporation, supports the activity of the Special Deputy acting in that capacity to manage the affairs of insurance companies placed in conservation, rehabilitation or liquidation (Estates). The activities of rehabilitation and liquidation are conducted at the OSD, located at 222 Merchandise Mart Plaza, Suite 1450, Chicago, Illinois 60654; (312) 8369500.

**SCOPE OF SERVICE**

The purpose of your engagement would be to render, on an as needed basis through December 31, 2010, the following services, which have been divided into three parts (the Parts”):

**PART 1 – PRINTING SERVICES**

1. COPYING
2. BUSINESS PRINTING
3. TYPESETTING
4. BINDERY
5. MAIL MERGE

**PART 2 – ADDRESS CORRECTION SERVICES**

1. NAME AND ADDRESS CORRECTION

**PART 3 – MAILING SERVICES**

1. MAILINGS

**Usage Needs**

Volumes will vary based on project needs. Most projects, however, will require more than one of the above services at any given time.

## **Bid Guidelines**

- All bids must be submitted in writing to:

Eva Flores  
Senior Manager, Operations  
Office of the Special Deputy Receiver  
222 Merchandise Mart Plaza  
Suite 1450  
Chicago, IL 60654  
E-mail: [eflores@osdchi.com](mailto:eflores@osdchi.com)

- Bids must be actually received by the OSD no later than 4:00 p.m. Central Time on November 30, 2009. Any bid that is incomplete, or actually received after 4:00 p.m. Central Time on November 30, 2009 shall be disqualified from consideration of award.
- Although other OSD employees will participate in this program, the Operations Manager will be the exclusive point of contact for questions, suggestions, and requests during the IFB phase. Please submit all your questions to her at [eflores@osdchi.com](mailto:eflores@osdchi.com). The OSD will disqualify Proponents who engage in prohibited communications of a material nature, as determined by the OSD.
- You are invited to bid as follows: (a) on Parts 1, 2 and 3; (b) on any two Parts; or (c) on a single Part. However, if you are bidding on Part 1, you must be prepared to bid on and to be able to provide each of the five services listed.

- If you bid on two or more of the Parts, you must indicate whether your quotes are good only if you are awarded all of the Parts upon which you bid, or if your quotes are also good for purposes of being considered for award of the individual Parts.
- Bids must include detailed pricing for each service.
- Bids must include pricing for minimum and maximum volume.
- Bids must include samples of time frame output.
- Bids submitted on Part 2 (name and address correction) must include the following information in addition to price: (a) how current your name and address information is; (b) how far back in time your database(s) go; and (c) your turnaround time.
- Bids, and any resulting contract(s), must state that pricing will not increase during calendar years 2009 -2010.
- Bids must include at least three references, with contact information.

### **Evaluation and Selection**

The OSD intends to enter into a contract with the Bidder(s) that, in the OSD's sole opinion, best meet the responsiveness and price criteria described below for both the printing and mailing components of this IFB. However, this IFB does not commit the OSD to select or enter into a contract with any organization, and the OSD reserves the right to reject all bids. The OSD will use a committee to review and evaluate bids. We will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interests of the OSD and the estates we administer.

We may request Best and Final Offers when appropriate.

### **Evaluation of Compliance**

The OSD will determine whether the bids comply with this IFB. Failure to meet the requirements set forth in this IFB, in whole or in part, will affect our evaluation.

### **Evaluation of Responsiveness**

The OSD intends to use a point ranking system to aid in the evaluation process and reserves the right to use its discretion to eliminate bids deemed unacceptable. We intend to consider and use information supplied in bids, and reference contact interviews.

We will separately determine how well bids satisfy the IFB objectives in terms of responsiveness, and we will rank bids, without consideration of price, using a point ranking system (unless otherwise specified).

*The following list describes the responsiveness evaluation system.*

1. The maximum number of points for responsiveness is 50.
2. Firms who receive less than 40 responsiveness points will not be considered for price evaluation and selection.
3. Firms that receive fewer than half of the maximum points for either criteria 1 or 3 will be rejected.
4. The following tables identify the responsiveness criteria and their relative weights (points) for both the printing and mailing components of this IFB:

### **PART 1 – PRINTING SERVICES**

	<b>Responsiveness Criteria</b>	<b>Points (Maximum)</b>
1	Compliance with IFB Requirements	10
2	Ability to Perform Printing Services	30
3	References	10
	Total (Maximum)	50

### **PART 2 – NAME AND ADDRESS CORRECTION SERVICES**

	<b>Responsiveness Criteria</b>	<b>Points (Maximum)</b>
1	Compliance with IFB Requirements	10
2	Ability to Perform Correction Services	30
3	References	10
	Total (Maximum)	50

### **PART 3 – MAILING SERVICES**

	<b>Responsiveness Criteria</b>	<b>Points (maximum)</b>
1	Compliance with IFB Requirements	10
2	Ability to Perform Mailing Services	30
3	References	10
	Total (maximum)	50

With respect to each of the Responsiveness Criteria, the OSD will determine whether any failure to supply information, or the quality of the information provided, will result in the downgrading or rejection of a bid. Firms whose bids meet minimum responsiveness requirements will be eligible for further consideration in the next phase – the evaluation of price.

### **Evaluation of Price**

With respect to each Part of this IFB, the OSD will rank bid prices on a relative basis. We will calculate prices based upon the bidders' stated rates. When a bid includes a range of rates, we will use the highest number in that range. The OSD reserves the right to disqualify bids having prices that appear unrealistic or significantly understated for the services offered.

The maximum number of price points is 50. We will determine price points using the following formula:

$$50 \times \text{lowest bid price} / \text{firm's bid price} = \text{price points}$$

### **Evaluation Score**

With respect to each Part of this IFB, the maximum number of combined responsiveness and price points is 100. The maximum values of 50 responsiveness points and 50 price points represent a 1:1 ratio of responsiveness to price. The ratio may be different for actual point values as scored by the evaluation committee.

### **Standard Terms and Conditions**

The OSD recognizes that although it is a private not-for-profit corporation organized under the laws of the State of Illinois, its activities are assigned by the Illinois Director of Insurance when acting in the capacity of statutory and court-affirmed Receiver of insurance companies. The OSD further recognizes that its representation of the Director of Insurance, as Receiver, arises from the powers of attorney given by the Director to the Special Deputy who also fills the positions of President and Chief Executive Officer of

the OSD. Accordingly, it is the policy of the OSD not to contract with any person or entity that is in violation of the laws of the State of Illinois or is barred from contracting with the Illinois Department of Insurance, under Illinois Public Act 095-0971, or otherwise. OSD Invitations for Bid and resulting contracts require purchaser compliance with state law.

All costs arising from or related to a firm's developing and submitting a bid are the sole responsibility of the responding firm.

This IFB does not commit the OSD to select an Awardee or enter into a contract with any party. The OSD reserves the right to rescind or revoke this IFB prior to the execution of a contract with the Awardee. The OSD may in its sole discretion: reject a bid if it is non-responsive or non-compliant with the requirements set forth in this IFB; or waive minor discrepancies in any bid. All materials submitted in response to this IFB shall become the property of the OSD and will not be returned.

The OSD reserves the right to reject all bids; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the bid from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to materially change the bid. Submission of a bid confers on you no right to an award or to a subsequent contract. The IFB process is for the OSD's benefit only and is to provide the OSD with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions will be made solely at our discretion and made to favor the OSD.

You may submit your bid by mail, courier service, or hand-deliver. We do not allow computer, fax, or other electronic submissions. We must actually receive bids as specified in the IFB. It will not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times.

The content of a bid submitted by a firm is subject to verification. Misleading or inaccurate responses will result in disqualification.

Bids become the property of the OSD and these and late submissions will not be returned. Your bid will not be confidential, unless you request in your bid that we treat certain information as proprietary. We will not honor requests to treat entire bids as confidential or proprietary. You must show the specific legal grounds that support an assertion that specified material in your IFB is proprietary. Regardless, we will disclose the successful firm's name and the price, and in presenting, a petition for approval of the award by the Circuit Court of Cook County, Illinois, the OSD and the Director, as Receiver, reserves the right to disclose the names of all firms that submitted a bid, and copies of all such bids. If you request confidential treatment, you must submit an additional copy of your bid with proprietary information deleted. This copy must tell the general nature of the material removed and shall retain as much of the bid as possible. You agree the OSD may copy the bid to facilitate evaluation and any necessary court approval. You warrant that such copying will not violate the rights of any third party.

Firms must be prepared for the OSD to accept the bid as submitted, but contract negotiations may be necessary or desirable, at the OSD's sole option. If negotiations do not result in an acceptable agreement, the OSD may reject the bid or revoke the award and may begin negotiations with another firm. Final contract terms must be approved or signed by the appropriately authorized OSD official(s) and approved by the Circuit Court of Cook County, as required by statute.

We will post a notice to the OSD Web site, [www.osdchi.com](http://www.osdchi.com), identifying the apparent awardees. The notice extends the 60-day bid firm time until we sign a contract, including the obtaining of any required court approval(s), or determine not to sign a contract.

If you are an awardee, you shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in

advance by the OSD's Chief Executive Officer and either the Purchasing Party or Procurement Officer.

This IFB and the resulting contracts are to be governed by the laws of the State of Illinois. Changes in applicable laws and rules may affect the award process or the resulting contract. Firms are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this IFB will be brought in the Circuit Court of Cook County, in Illinois. We do not allow binding arbitration.

All fees paid under the contract negotiated with the firm awarded the contract are subject to review pursuant to the provisions of Section 202 of the Illinois Insurance Code, 215 ILCS 5/202. In the event that any fees paid to your firm for services are subsequently disallowed by one or more of the courts supervising the estates administered by the OSD, your firm agrees to promptly reimburse the Receivership Estate(s) from which those fees were paid.

## **INQUIRIES**

Please submit all questions concerning this IFB to Eva Flores at [eflores@osdchi.com](mailto:eflores@osdchi.com)