

Request for Proposal

DATE: July 18, 2017

RFP TITLE: Justice Case Management System

The County of Vermilion is seeking to retain the services of a qualified and experienced professional or vendor to submit a sealed proposal for the provision of new case management systems for the following offices in the courthouse of Vermilion County: State's Attorney, Public Defender and the Circuit Clerk, Court and Judiciary. The proposal may be responded by multiple vendors, but must be an integrated solution for all of the justice agencies.

GENERAL REQUIREMENTS: One Original Paper Copy
One Digital copy (via Flash Drive)
Cost Proposal
References
Certificate of Insurance

SUBMISSION LOCATION: Vermilion County Board
Bill Donahue
6 North Vermilion Street
Courthouse Annex - 3rd Floor
Danville, IL 61832

SUBMISSION DATE & TIME: August 21, 2017 at 1:00pm

CONTACT PERSON: Bill Donahue
217-554-6000
william.donahue@vercounty.org

Table of Contents

Procurement Schedule and Response Format	1
I. Procurement Activities and Schedule	1
II. Response Format	3
Statement of Work: New Case Management System	4
I. Overview / General Information	4
II. Background: The Technology Environment	6
III. Background: Clerk of The Circuit Court	8
IV. Background: States Attorney Office	10
V. Background: Public Defender Office	11
VI. Scope of Services	12
VII. Functional Capabilities	14
Evaluation Process and Criteria	17
I. Overview / General Information	17
II. Evaluation Criteria	18
Attachment A: Cost Proposal	21
Contractor's Addendum	

Procurement Schedule and Response Format

I. Procurement Activities and Schedule

Vermilion County Justice partners, the office of the State's Attorney, the Public Defender, and the Circuit Clerk and Court, are seeking the case management system that best meets their requirements and business practices.

The Schedule for this request for proposal is as follows:

Activity	Date
RFP Release	July 18, 2017
Deadline for Question Submission	August 1, 2017
Deadline for Proposal Submission & Bid Opening	August 21, 2017 1:00 p.m.
Notification of Selected Vendor	September 12, 2017
Notice to Proceed (contract signed)	September 15, 2017

A. Bidders Conference

Due to the accelerated schedule, there will be no bidders conference for this proposal.

B. Question Submission

All questions pertaining to this request and/or the scope of services should be directed to **Bill Donahue, 217-554-6000**, william.donahue@vercounty.org.

C. Proposal Submission

- 1. Base Proposals:** An original RFP hard copy response and one electronic copy (in PDF format) on a flash drive shall be returned in a sealed package or envelope bearing the name and address of the respondent.
- 2. Cost Proposals:** One cost proposal shall be returned in a sealed envelope bearing the name and address of the respondent. The cost proposal envelope may be included in the same box as base proposals, but must be separately sealed. Cost proposals are **NOT** to be included in the electronic PDF copy.

3. **Delivery:** Proposals may be mailed or hand delivered to the following address:

**Court Case Management System RFP
Bill Donahue, Vermilion County Board
6 North Vermilion Street
Courthouse Annex - 3rd Floor
Danville, IL 61832**

The County shall not be responsible for late delivery. There will be no exceptions. The County will not be liable in any way for any costs incurred by vendors in replying to this RFP.

D. Vendor Interviews / Demonstrations

Vermilion County reserves the right to invite any number of offerors (“finalists”) to demonstrate their software and/or interview with the project stakeholders. If asked, finalists will be invited to Vermilion County, in person, to the evaluation committees and other judges, management, and staff. Finalists will be provided a list with a schedule, topics to discuss, and scenarios to demonstrate. Any vendor who has access to the County computers during any demonstration or after award of the bid shall not retain copies of any information or documents from the County and shall agree that all information is confidential.

Miscellaneous:

All documents (printed and electronic) submitted in response to this RFP or during any interview or demonstration shall become the property of the County and will not be returned to the Vendor.

The County reserves the right to cancel this RFP at any time. The County reserves the right to withhold final action on the RFP if further evaluation of the proposal or vender is deemed necessary by the County. Vermilion County reserves the right to reject all RFPs in their entirety or to select certain application software from the RFPs. Vermilion County reserves the right to award the contract in any manner deemed in the best interest of its citizens. The County reserves the right to waive any immaterial defect in any RFP.

II. Response Format

Proposals are to include the following sections. Please be concise, and take page limits into consideration.

Response Format	
	Title Page
i.	Table of Contents
1.	Letter of Transmittal (limit of two pages)
2.	Executive Summary (limit of five pages)
3.	Company Background and Future Directions: Provide information about all firms involved with this proposal, including third party or joint venture partnerships. (limit 5 pages)
4.	Customer List and References: at least 3 references (limit 2 pages)
5.	Proposed project staff (limit 3 pages)
6.	Proposal: Public Defender's Case Management System (limit 10 pages)
7.	Proposal: Circuit Clerk's and Court's Case Management System (limit 10 pages)
8.	Proposal: State's Attorney's Case Management System (limit 10 pages)
9.	Technical Architecture and Response to Technical Requirements (limit 7 pages)
10.	Additional Services and Other Considerations (limit 5 pages)
11.	Sample Proposed Contract with contractor's addendum as attached to the RFP
12.	Cost Proposal (submitted in a sealed envelope separate from the Base Proposal)

NOTE: Offerors are not to cite costs anywhere else in the base proposal outside of the cost proposal. The evaluation team shall review cost only after evaluating all other information in the proposal.

Statement of Work: New Case Management System

I. Overview / General Information

The County of Vermilion is seeking to retain the services of a qualified and experienced professional or vendor to submit a sealed proposal for the provision of new case management systems (CMS) for the following offices in the courthouse of Vermilion County: State's Attorney, Public Defender and the Circuit Clerk, Court. The proposal may be responded by multiple vendors, but must be an integrated solution for all of the justice agencies. The successful Vendor shall not assign this contract without the written consent of the County.

Vermilion County desires and expects bids based on the ability of the vendor to meet or exceed the requirements contained in this request. Contracts will be awarded to the vendor that Vermilion County determines to be best able to provide the mandated information and capabilities.

Vermilion County will review the proposals, and may schedule demonstrations to be conducted by one or more of the qualified vendors as part of the final selection process. Vermilion County reserves the right to request demonstrations from any finalist vendors it may choose. Vermilion County also reserves the right to accept, reject or negotiate modifications to any proposal as it shall, in its sole discretion, deem to be in its best interest. The determination of adequacy of qualifications shall be at the sole discretion of the Vermilion County.

Any new CMS should be viewed in the context of the information sharing needs of the entire justice community. One of the goals of the new CMS is to implement effective case flow management tools and create easy interfaces designed to share data with other entities. Another major goal is eliminating redundant data entry between the justice agencies, providing real time information to law enforcement and justice agencies and enhancing the effectiveness and performance of the courts.

Any payment upon award of this RFP shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

All material items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

Any vendor shall comply with requirements of Illinois statutory performance bonds upon award of bid. The County reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the vendor's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County as contractually binding on the successful Vendor.

Most project activities are anticipated to occur during normal business hours. However, certain phases of implementation and transition may need to occur after normal business hours. Vendor should address this in the bid. Sub-contracted services are allowed only with the express permission of the County. Any person who requires access to the Courthouse will be required to undergo a background check and approval by the Sheriff's Department.

Any bidder or vendor may withdraw their bid or proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of bids or proposals by submitting a written request. However, no bidder or vendor shall withdraw or cancel their bid or proposal for a period of sixty (60) days after said advertised closing time for the receipt of bids or proposal. The County shall award the bid within sixty days of the closing date for receipt of proposals or bids and no successful bidder or vendor shall withdraw or cancel their bid after being notified that said bid or proposal has been accepted by the County.

Upon submitting a bid, it is presumed that the bidder has acquainted himself with the Specifications prepared by the Owner. It is understood that omissions from the bid requirements due to the failure of the bidder to fully acquaint himself with the requirements of the Documents will not entitle the bidder to additional consideration of compensation, if awarded the contract.

II. Background: The Technology Environment

Vermilion County Technology Environment

The following is an overview of the technology environment in the entire county.

IT Staff and Structure

Technology Services

Ted Fisher, Director
Karen Rudd, Assistant Director
Brian Talbott, Senior Network Tech
Tim Sanders, Assistant Network Tech

Hardware Footprint

Windows 7 & Windows 10 Dell pc's
Dell Servers (most are virtualized)
AT&T internet fiber connection to Courthouse Annex, EMA, PSB
Fiber connects the Courthouse Annex to the Courthouse
Fiber connects to most departments within these buildings
Adtran 1534 / Adtran 1638 switches
(Other buildings have their own internet and are connected via vpn)

Circuit Clerk Technology Environment

Current Case Management Software:

PC Jims Case Management System, Goodin Associates Limited

The PC Jims software is also installed in the following departments:

State's Attorney
Judges
Court Reporter
Public Defender
Probation

Several departments access the Judicial Information Software
Information using the AS400 green screen:

Vermilion County Sheriff Dept
911
City of Danville Police Department
Juvenile Detention

Current Server Architecture:

IBM I Series V7R2M0

Current Imaging Architecture:

PC Jims Imaging System
Fujitsu desktop scanners with images saved to NAS storage device

PC Footprint

35 qty – Windows 7 Dell pcs, Office 2010 Standard or Office 2016 Standard

Other Tools & Applications Used:

Jury 2017 Plus – Judicial Systems Incorporated
Judges Court Web Calendar – Nexlan

States Attorney Technology Environment

Current Case Management Software:

New Dawn, Justware

Current Server Architecture:

Consists of 3 virtual servers - Server 2008 R2

Current Imaging Architecture:

Currently scans documents from Konika Minolta copier to hard drive on server

PC Footprint

23 qty – Windows 7 Dell pcs, Office 2010 Standard

Other Tools & Applications Used:

PC Jims Software (Circuit Clerk)
On-Base (PSB – Records Management)
Cisco (PSB – Jail Case Management System)
LEADS

Public Defender Technology Environment

Current Case Management Software:

Legal Edge Case Management Software

Current Server Architecture:

Server 2008 R2 virtual server

Current Imaging Architecture:

Can scan documents from Konika Minolta copier to e-mail

PC Footprint

13 qty – Windows 7 Dell pcs, Office 2013 Standard

Other Tools & Applications Used:

PC Jims Software (Circuit Clerk)

III. Background: Clerk of The Circuit Court

The duty of the Clerk of the Circuit Court is to serve as the administrative arm of the Court system. The Clerk is responsible for keeping the official record of the Court in all proceedings that come before the Court. The Clerk also has all financial responsibilities relating to the Court system as well as administrative and managerial duties. All monies owed to the Court are collected and distributed by the Circuit Court Clerk.

The Circuit Clerk of the County of Vermilion is accepting proposals from qualified and experienced individuals and companies to provide software and technical services to supply a Case Management System to support the Circuit Clerk and Court. The Circuit Clerk and Court desire and expect bids based on the ability of the vendor to meet or exceed the requirements contained in this request. Contracts will be awarded to the vendor that Vermilion County determines to be best able to provide the mandated information and capabilities.

The Vermilion County Circuit Court is a part of the 5th Circuit and the 4th appellate district. It is also part of Zone 2 among Illinois Circuit Clerks.

According to state statute, the Circuit Clerk's Office establishes, maintains, and keeps all records for the court and the court seal. The Circuit Clerk is a constitutional officer elected by the voters of the county. The Circuit Clerk provides the public with access to court records both on site and on-line. The Circuit Clerk also collect and disburses all court fees and fines as well as child support. The Circuit Clerk is responsible for reporting of case filings, and dispositions, and other court statistics to the Administrative Office of the Illinois Courts (AOIC). The Circuit Clerk's Office has a staff of twenty-five full-time employees and three part-time employees. Staff size can vary from year to year.

Caseloads

For the most recent fiscal year, Vermilion County Circuit Court had the following number of cases filed.

	Civil	Family	Juvenile	Criminal	Traffic	Total
Filings	4255	678	410	2000	8000	15343

eBusiness

The Circuit Clerk desires to have a court ready for the future. As such, they are active in the e-business initiatives as identified by the Illinois Supreme Court. This includes:

Electronic Filing (eFile)

Vermilion County, by statute, is currently doing electronic filing using Illinois the statewide Odyssey eFileIL electronic filing manager (managed by Tyler Technologies) portal. Any CMS system must have proven, complete integration with this portal to qualify.

Electronic Transfer of Record on Appeal (eAppeals)

On January 22, 2016 the Illinois Supreme Court filed Order M.R. 18368 which announced mandatory electronic filing (e-filing) in civil cases for the Illinois Supreme, Appellate and Circuit Courts. In addition, effective July 1, 2017, all trial courts are to transmit the record on appeal through the central electronic filing manager (EFM) to their respective reviewing court. As such, in order to qualify, any CMS must be able to automatically, with limited manual intervention, export, bundle and file appropriate filings for appeal through the EFM.

Electronic Guilty Pleas and Payment of Traffic Tickets (eGuilty)

Vermilion County has been authorized to file guilty pleas electronically since 2011. Any vendor, in order to qualify, must offer electronic pleas of guilty in partnership with their electronic payment services, according to the Standards for Accepting Electronic Pleas of Guilty in the Illinois Courts Pursuant to Supreme Court Rule 529. This access is currently administered and managed through Judici (www.judici.com).

Electronic Citations (eCitations)

Vermilion County has applied for approval from the AOIC for e-Citations according to Supreme Court Rule 552. The County is currently evaluating potential eCitations vendors. In order to qualify for this RFP, the vendor solution must be able to integrate with multiple (at least two) different eCitations providers. All costs for this integration should be included in the final cost.

Electronic Record (eRecord)

Vermilion County is currently not approved for eRecord, according to the Electronic Record Standards and Principals (Standards) were approved by the Supreme Court on October 24, 2012 and implemented effective January 1, 2013. But as we prepare for the future, the any vendor must be prepared to operate in a paperless environment.

Electronic Access for Circuit Court Records

The court is currently allowing on-line access to court records for key stakeholders and the general public, in accordance with the Order implementing the Electronic Access Policy for Circuit Court Records of the Illinois Courts (EAP). This access is currently administered and managed through Judici (www.judici.com).

IV. Background: States Attorney Office

With a staff of eleven attorneys on the average and support staff of eight with office manager; investigator and two and a half victim advocates, the office requires a case management system that is capable of quickly and easily inputting and calling up data. The option/ability to electronically file will be needed. The system must be searchable by any and all case criteria. Given the need to quickly file charges for as many as twenty people on any given day, time is of the essence. The ability to review history of any case, victim, witness, or defendant is important. The ability to import existing data to economize on time is valued. Security to protect privileged information is critical. Programs that take into account and are updated to support statutory obligations and statutory amendments to the Illinois Compiled Statutes under the laws of the State of Illinois as to all facets of the SAO are needed. Calendaring meetings, deadlines and speedy trial calculations are typical functions.

Caseloads

The following table provides an indication of the caseload carried by the SAO. It shows the number of cases filed in Vermilion County. Caseloads can vary by as much as two to three hundred in any given year for felony, misdemeanor and traffic and juvenile delinquency, abuse and neglect. In addition to cases shown below, the SAO has the need to docket miscellaneous cases such as search warrants, civil forfeiture proceedings, tax proceeding, civil lawsuits, and what are called Miscellaneous Remedies cases in Illinois. The SAO has a victim/witness program that needs to fulfill many statutory notice obligations.

Case Type	
Felonies	964
Misdemeanors	954
DUI	155
Other Traffic	7800
Juvenile Delinquency	300
Abuse and Neglect	120
Mental Health	10
Child Support	0

V. Background: Public Defender Office

The Public Defender’s Office has a staff of seven attorneys and between two and three staff members. The attorney’s handle individual files for clients and require a case management system that quickly and easily input data. The option/ability to electronically file will be needed. The system must be searchable by any and all case criteria. The ability to import existing data to economize on time is valued. Security to protect privileged information is critical. The Office is required to review history on any case, client or witness, and as with any attorney management system, perform conflict checks on witnesses and clients. Programs must be updated to reflect statutory updates and amendments to the Illinois Compiled Statutes. Calendaring meetings, deadlines and speedy trial calculations are typical functions.

Caseloads

The following table provides an indication of the caseload carried by the Public Defender’s Office. Specifically, it shows, by case type, the number of cases assigned to the Public Defender’s Office for a representative year which approximates the average case load. Caseloads can vary by as much as two to three hundred in any given year for felony, misdemeanor and traffic and juvenile delinquency, abuse and neglect.

CaseType	Appointments
Felony	730
Misdemeanor and Traffic	2137
Felony PTR	111
Juvenile Delinquency	280
Juvenile Abuse and Neglect	82
Mental Health	See miscellaneous
Misdemeanor PTR	105
Miscellaneous Remedies	21
Total	3466

VI. Scope of Services

The proposed solution involves the implementation of a packaged solution(s) configured to meet the needs of the all of the agencies described in this RFP. Specific elements sought from prospective bidders include, but are not limited to, the following:

A. Software

Acquisition of all necessary software to ensure a fully functional system that satisfies the requirements detailed in this RFP.

B. Services

Acquisition of all required expert services to ensure successful implementation, including system configuration, data conversion, interface development, testing, migration, training, and ongoing management and support of the acquired solution. At a minimum, these services must include:

1. Project planning, management, and reporting, including the development and presentation of:
 - a. An integrated and current project management plan.
 - b. A data conversion plan.
 - c. A training plan.
 - d. A test plan.
2. Configuration (and customization, as required) of the proposed system(s)
3. Preparation and delivery of documentation of the Vermilion County implementation of the system(s), including:
 - a. User manual(s)
 - b. System administration manual(s)
 - c. System maintenance manual(s)
4. Training of staff to yield proficiency in the operation of the proposed system(s) in the Vermilion County environment as implemented. This training is to be provided to:
 - a. All staff and management
 - b. System administrators
 - c. Technical staff supporting the application
5. Testing of the system(s) as configured to meet the functional requirements.
6. Support of:
 - a. Acceptance testing
 - b. Data conversion validation
 - c. System cutover
 - d. Post-implementation operations
7. Ongoing support necessary for the county to effectively manage and maintain the system implemented. Specifically, it will include unlimited support for the following:
 - a. Preventive maintenance

- b. Remedial maintenance
- c. Help desk support
- d. Product Upgrades

If the selected vendor has a multi-tiered support structure, Vermilion County expects the highest level of available support to be included in this proposal, and included in the pricing.

- 8. Interfaces between the various systems identified in this RFP should be included, if there is any additional cost to integrate these systems this should be acknowledged and included.
- 9. Data Conversion – All current legacy data and document images for all case types and all prior years must be converted and loaded into the new CMS.

The selected Vendor will assist with the extract and analysis of the current Case Management System data in the Circuit Clerk's office, translate the data, create appropriate entity relationships, and load the converted data into the new system.

Data conversion for other offices will be done on an as needed basis. Please include pricing/description for these services as well.

Pricing for the conversion of data - into the new CMS shall be all provided separately and included in the overall costs.

Vendors must describe their data conversion philosophy, approach, methodology, procedures, resolution as applicable, and or controls and indicate the areas that they may be especially qualified to assist the Clerk's Office in preparing for the data conversion. Vendors must indicate what data conversion tools will be used, any industry standards or best practices employed.

VII. Functional Capabilities

Additional Functional Criteria for the Circuit Clerk

As part of the offeror's response we are interested how your product generally meets some of the functional requirements that are of interest. Below are areas that are of interest to the Circuit Clerk and the Court. As a part of the narrative response, please address how your proposed product addresses these areas summarizing your products capabilities and your approach to these areas:

1. **Configurability** Vermilion County Circuit Court desires a configurable system that would allow changes to, reports, documents, business rules, auto-scheduling, personnel assignment, workflow, and interfaces through configuration rather than through writing of custom code. The Circuit Clerk must be able to configure and customize event codes and action definitions. This configurability must be easily administered by staff without formal IT training.
2. **Technology** The Court has recently invested in new technology architecture (see above). Any application should take advantage of existing infrastructure where possible. Please identify if your solution meets this requirement, and if it does not, please outline alternative solutions with specifics so that our IT staff may track down costs.
3. **Role Based Security** The Circuit Clerk desires a robust, role-based security that spans the many different access needs of difference stakeholders. Additionally, the ability to log and track any and all security access, changes, modifications, deletions is required. Especially on financial transactions.

Also, a user and their role may have different security access to a case depending on the stage of the case or the user's role in the case. For example, upon "pre-filing" case information, the prosecutor and the defense attorney may have certain common access to case information, but they may have more or less access when the case status changes to "filed with the Court." Further, upon withdrawal of an attorney, the attorney should no longer have access to that case information after a certain date. This may be further complicated in multi-defendant cases.

4. **Public Access.** The proposer must provide a "public facing" website, making available search and display functions of the public record and case information accessible using a variety of browsers. The public facing website portion of the new CMS solution must be configurable regarding what information can be made available to the public during different stages of a case, for different case types, etc. The public facing website should provide different levels of access: a) limited

public access, b) authorized/subscription user (attorney, litigant) access to specific cases, and c) authorized users such as court staff and judges for working remotely. The access may include access to documents depending on their assigned security level.

5. **Document Management.** The Circuit Clerk's Office currently maintains paper case files though all documents are scanned and stored. Please address the solution for scanned documents, while also talking about the complete integration of documents created in Microsoft Word or other word processor.
6. **eBench and Judicial Requirements.** Meeting the need for judicial officers who use court data and documents electronically in their normal day to day duties on the bench, in chambers, and remotely is becoming not only desirable, but a necessity. After purchasing the Circuit Clerk CMS, Vermilion County plans to separately evaluate an "eBench" solution that will integrate. Please describe your base solution for the judiciary as packaged with the Circuit Clerk CMS software, as well as ability for a 2-way integration between the CMS and a other outside eBench tools vendors.
7. **Financial Information and Interfaces.** The proposed solution should fully address financial and accounting functions fully integrated into the CMS with business rules that are part of the court process workflows. Financial business rules must be extremely flexible and capable of handling complex state legislated processes. Assessments of a fine, fee, or cost are completely separate from the distribution method. Assessment of fines, fees should be customizable to the county and should maintain a general ledger, as the Circuit Clerk and Court expect the ability to generate financial reports that can reflect any period of time. Reports must be available for financial reporting (auditors and comptroller) and management reporting (Chief Judge and Circuit Clerk).

The court should be able to receive payments directly at the front counter, by mail, and through an internet-based system. The new system must accurately track all payments received, whether manually or online, and credit them to the corresponding balance due on each case. This should also provide an automated process for all cashiers to balance their daily activity, prepare bank deposits, and post financial activity to corresponding revenue accounts.

The system should have online payment integration for traffic tickets and other court ordered fines, and should have 2-way integration with multiple collections vendors. Currently Vermilion County uses Credit Collection Partners as their collections vendor, and any CMS should include integration of this vendor into their costs.

8. **Illinois Customization** As a Court in the state of Illinois, the software should have established, integrated functioning statewide reporting. This includes: Automated Disposition Reporting (ADR), all required Circuit Clerk reporting (case filings, dispositions, other court statistics) to the Administrative Office of the Illinois (AOIC), support for the Illinois Debt Recovery Program (IDROP) and the Child Support State Disbursement Unit (SDU).

9. **eBusiness** The Circuit Clerk's Office expects to have a court ready for the future. As such, any vendor must address integrations and processes to enable status quo processing for eBusiness initiatives outlined above, including maintaining established integrated partners. Any costs to do additional integration should be included in the pricing.

Evaluation Process and Criteria

I. Overview / General Information

In order to be considered, the proposer's team must have implemented the proposed solution in at least two jurisdictions. Failure to show that the proposer's team meets this entrance criterion will result in the proposal being rejected.

Proposals that meet the entrance criterion described above will be evaluated and ranked by a selection committee according to the criteria and relative weights shown in the table below. A limited number of offerors will be invited for an interview and system demonstration. The county reserves the right to request a best and final offer. Once the evaluation process is complete, the selection committee will provide a recommendation to the County Board for consideration and approval.

The proposal evaluation process is designed to award the contract to the respondent with the best combination of attributes (i.e., qualifications and experience, cost), not necessarily to the respondent of least cost.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. Proposals will be evaluated based on the responsiveness of the respondent's information provided, which will demonstrate the respondent understands the Evaluation Factors and capacity to perform the required services of this RFP.

Any contract shall be interpreted under the law of the State of Illinois. The venue and jurisdiction for any dispute resolution or court proceeding shall be Vermilion County Illinois. No contract shall bind the County in excess of five years but it may allow for extensions of the contract upon notice. Any contract shall allow the County to terminate for lack of appropriations in any fiscal year. No contract shall provide that the County pay attorney fees in case of any dispute. All vendors shall comply with the applicable terms in the contractor's addendum and the addendum must be part of the responsive bid.

II. Evaluation Criteria

Proposals will be evaluated based on the following Evaluation Factors:

Criterion	Weight
A. Offeror Profile, Qualifications, Experience & Project Staff	15%
B. Project Approach (Implementation, Project Management, Training, Data Conversion, Testing, Support)	15%
C. Circuit Clerk CMS: Requirements & Specifications Met	10%
D. States Attorney CMS: Requirements & Specifications Met	10%
E. Public Defender CMS: Requirements & Specifications Met	10%
F. Technology Requirements & Specifications Met	15%
G. Reference Checks, Background, and Research	5%
Subtotal	80%
H. Cost	20%
TOTAL	100%

Evaluation Factor Description

The establishment, application, and interpretation of the above Evaluation Factors shall be solely within the discretion of Vermilion County. The County reserves the right to determine the suitability of proposals on the basis of all these factors. The evaluation scores shall be awarded for each of the Evaluation Factors as detailed and described below.

EVALUATION FACTOR A

Offeror Profile, Qualifications, Experience & Project Staff (15%)

Maximum points are given to companies with the ability and experience to perform the project successfully and whose team members are capable and experienced in the roles to which they are assigned for this project. Points will be deducted if submission in the proposal is incomplete. As the county desires a “high-touch” support, preference will be given to vendors who can show that project staff, especially the primary contact for support, to be within a 5-hour driving radius from Vermilion County. Additionally, all vendor staff must go through background checks and provide willingness to work on weekends/holidays to implement the vendor solution. Vermilion will do background checks and fingerprint all key personnel.

EVALUATION FACTOR B

Project Approach (15%)

Vendors will be scored on their project management approach. The process for implementing, training, and supporting the project and the time required to complete the project are key elements in the selection of a vendor. Maximum points will be awarded to the companies that best demonstrate their ability to complete the work quickly, with minimal risk and disruption of county court operations, including willingness to work in multiple locations in the county and on weekends/holidays to avoid disruption. Special consideration will be made for quality, robust training and support plans; these are areas of importance for the stakeholders.

EVALUATION FACTOR C

Circuit Clerk CMS (10%)

EVALUATION FACTOR D

States Attorney CMS (10%)

EVALUATION FACTOR E

Public Defender CMS (10%)

Separately, for each of the case management systems in this RFP, vendors will be evaluated on the ability to satisfy the requirements. The score on Factors C-F will be based on the fit between the proposed system and the needs of the county, as delineated in responses to the functional requirements in narrative form.

EVALUATION FACTOR F

Technology Requirements & Specifications Met (15%)

This score is based on the fit between the vendor's product and technical requirements as described in this RFP. This includes the ability for a vendor to take advantage of existing infrastructure where possible.

EVALUATION FACTOR G

Reference Checks, Background, and Research (5%)

This score is based on reference checks, background, and research concerning the vendor. Any public information concerning the vendor and their product will be used to score this factor. Preference will be given to references provided within the State of Illinois.

EVALUATION FACTOR H

Cost (20%)

Proposals will be scored on the total cost of ownership of the system over five years, including software acquisition, implementation services, maintenance expenses, hardware, and required third party products. The County will prepare its own hardware cost estimates, based on the specifications provided in the vendor proposals.

NOTE: Scoresheets completed during the evaluation process are confidential and will not be distributed

Attachment A: Cost Proposal

CASE MANAGEMENT SYSTEM COST PROPOSAL FORM

By having examined the proposal requirements, specifications, and understanding of County's objective, we propose the following pricing provision of new case management services for the Circuit Court Clerk's Office, States Attorney's Office, Public Defender Office, which is best suited, beneficial, advantage, and cost saving to the County.

VENDOR NAME: _____

SOFTWARE LICENSING

<u>Item</u>	<u>Cost</u>
Software licensing: Circuit Clerk	_____
Software licensing: States Attorney	_____
Software licensing: Public Defender	_____
Consulting and implementation assistance	_____
Installation, site preparation, system integration and testing	_____
Data conversion & Interfaces (Required)	_____
Data conversion (Additional/Optional)	_____
Customization of base code	_____
3rd-party software	_____
Training	_____
Other: _____	_____
TOTAL SOFTWARE COSTS	_____

VENDOR NAME: _____

MAINTENANCE AND SUPPORT

<u>Item</u>	<u>Cost</u>
Maintenance and support year 1	_____
Maintenance and support year 2	_____
Maintenance and support year 3	_____
Maintenance and support year 4	_____
Maintenance and support year 5	_____
TOTAL FIVE YEAR MAINTENANCE COSTS	_____

OTHER ONE-TIME OR RECURRING COSTS

<u>Item</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL OTHER COSTS	_____

TOTAL

VENDOR NAME: _____

Item	Deliverables, including, but not limited to:	Price
Total Upfront Costs	Licensing, consulting, implementation, installation, data conversion, interfaces, customizations, Third party software, training, other.	\$
Total 5 Year Maintenance Costs	Maintenance and Support for Five Years	\$
Total Other Costs	Other one-time or recurring costs	\$
Grand Total		\$

Contractor's Addendum

BID # _____

Full Name of Vendor: _____

Main Business Address: _____

Principal Office Address: _____

TO: Vermilion County

General Contract Specifications

INSURANCE REQUIREMENTS:

The following are their requirements for required insurance coverage for any vendor completing work for the County.

Contractor shall procure and maintain, for the duration of the engagement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per occurrence for each bodily injury claim and \$500,000 per occurrence for each bodily injury caused by disease claim.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the County and are to be received and approved by the County before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026 . The County reserves the right to request full certified copies of the insurance policies and endorsements.

OTHER GENERAL CONTRACT SPECIFICATIONS:

PERMITS AND LICENSES

The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional compensation will be allowed.

PREVAILING WAGE REQUIREMENTS

A. This Contract includes and incorporates the provisions of the Illinois Prevailing Wage Act (the "Act") (*See*, 820 ILCS 130/01. et. seq.) as if fully set forth herein. Contractor and subcontractors are responsible for ensuring their understanding of the Act and compliance with all relevant requirements, prerequisites, and aspects of the Act.

B. The Prevailing Wage Act requires that all Contractors and subcontractors performing work on any public works pay the generally prevailing rate of hourly wages and benefits for work of a similar character in the locality in which the work is being performed. If the prevailing wage rates are revised by the Illinois Department of Labor at any time during the term of the Contract, the revised rates shall take effect immediately and shall apply to the work being performed pursuant to this Contract. Contractor and subcontractors shall make payments in accordance with any new or revised prevailing wage rate. Prevailing wage rate updates can be obtained from the Illinois Department Labor at 1 West Old State Capitol Plaza, Room 300, Springfield, Illinois 62701, (217) 782-1710, or on the Internet at <http://www.state.il.us/agency/idol/>.

C. In addition, Contractor and subcontractors shall comply with all other applicable provisions of the Act, including but not limited to the following: Contractor and subcontractors must submit to the County of Vermilion on a monthly basis certified payroll and must maintain those records for at least three years. Pursuant to the Prevailing Wage Act, the Contractor must insert into each subcontract (and each Subcontractor to cause to be inserted into each lower tiered subcontract) and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing Work under the Contract.

D. Contractor shall defend and hold harmless the County for any claim, suit or action, including costs of defense, expert witness and attorney fees, either at law, equity or in an administrative proceeding, arising from any alleged violation of the Prevailing Wage Act by Contractor or any subcontractors. The requirements of this Section shall survive the termination of the Contract formed hereunder.

INDEMNIFICATION

A. To the fullest extent permitted by law, Contractor shall defend, hold harmless, and indemnify the County, its corporate authorities, trustees, officers, directors, agents, and employees from and against any

and all injury, death, loss, property damage, judgments, liens, claims, suits, liabilities, actions, causes of action, demands, expenses, costs, or other liabilities of any character (including reasonable attorneys fees) arising in whole or in part, relating to or resulting from Contractor's (including Contractor's employees, agents, officers, directors, subcontractors and anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable): (a) failure to comply with, or violation of, any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive; (b) acts, omissions or willful misconduct; (c) failure to comply with the terms, conditions, representations, or warranties contained in the Contract Documents; and, d) performance under this Contract. In connection with any such liabilities, the County of Vermilion, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of its choice and Contractor shall be solely liable for all costs, fees and expenses of such defense. Any insurance policies required to be maintained pursuant to the Contract Documents shall in no way limit the extent of Contractor's responsibility to indemnify as herein provided. The terms of this indemnity shall survive the suspension, expiration or termination of this Contract.

B. Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Workers' Compensation Act and cases decided thereunder. Contractor agrees to indemnify and defend the County from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the County may sustain as a result of personal injury claims by Contractor's employees, except to the extent those claims arise as a result of the County's own negligence.

COMPLIANCE WITH LAWS

A. OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the County must comply with all requirements and standards as specified by OSHA. Items not meeting any OSHA specifications will be refused.

B. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

1. Prior to commencing any Work, Contractor must demonstrate compliance with the requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.). Among other things, the Act provides that before commencing work on a public works project, an employer shall have in place a written program for the prevention of substance abuse among its employees which meets or exceeds the program requirements of the Act including, but not limited to, such matters as pre-hire, random, reasonable suspicion and post-accident drug and alcohol testing of employees. The employer's program must be filed with the public body engaged in the construction of the public works and must be made available to the general public.

2. Pursuant to the Substance Abuse Prevention on Public Works Projects Act, an employee may not use, possess, attempt to possess, distribute, deliver, or be under the influence of cannabis or a controlled substance, or use or be under the influence of alcohol, while performing work on a project covered by the Act. An employer may not permit an employee who violates the Act, who tests positive for the presence of a drug, or who refuses to submit to drug or alcohol testing as required under the employer's prevention program to perform work on a public works project until the employee meets certain specified conditions set forth in the Act. An employer shall remove an employee from work on a public works project, and prevent further access to the work, if the employee violates the Act, tests positive for the presence of a drug or alcohol, refuses to submit to drug or alcohol testing as required under the employer's prevention program, or, if there is a reasonable suspicion that the employee is under the influence of a drug or alcohol.

3. Contractor is responsible for reviewing the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) to ensure compliance its requirements.

C. OTHER LAWS AND REGULATIONS

1. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to the Drug-Free Workplace Act, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Smoke Free Illinois Act; Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Human Rights, Human Rights Commission, EEOC. If the contractor fails to abide by all applicable laws and regulations and the County is assessed any penalty for such non-compliance, the contractor agrees to indemnify the County for any penalties assessed against the County.

2. Contractor shall comply with the provisions of the Illinois Public Works Employment Discrimination Act and the Illinois Human Rights Act/Equal Opportunity Clause which, pursuant to Illinois law, are deemed to be part of this Contract. The relevant provisions are fully incorporated herein by reference and are set forth below.

Illinois Human Rights Act/Equal Opportunity Clause (44 Ill. Admin. Code, Part 750, Appendix A):

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or

representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Collusion:

The Contractor certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the Contractor has not colluded conspired, connived or agreed, directly or indirectly, with any other Contractor, County employee or any person, to fix the bid price submitted by the BIDDER or any other Contractor, and agrees to indemnify the COUNTY for any losses sustained by it due to illegal actions of the Contractor. He also certifies that the Contractor, it's agents, owners, officers or employees have not been convicted or pleaded nolo contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code, 720 ILCS 5/33E-3; 33E-4.

Equal Pay Act:

The successful Contractor, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

National Security/USA Patriot Act:

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, Contractors shall represent and warrant to the County that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor shall further represent and warrant to the County of Vermilion that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor shall agree to defend, indemnify and hold harmless the County of Vermilion, its Corporate Authorities, and all County of Vermilion elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

Contractor shall further represent and warrant that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National

and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that the Contractor is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Contractor hereby agrees to defend, indemnify, and hold harmless the County, its Corporate Authorities, and all County elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

Illinois Freedom of Information Act:

Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the County required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after County issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the County, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the County to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after County issues notice of a request.

Furthermore, should Contractor request that the County utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the County, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the County.

The Contractor represents and warrants that it has the requisite experience and ability and sufficient capital, facilities, plant, organization, and staffing to enable the Contractor to perform the Work successfully and promptly.

All prices stated herein are firm and shall not be subject to escalation provided the County accepts this offer within 30 days from the date hereof.

DATED: _____, 20____

VENDOR

If Corporation:

By:

Attest:

Its:

Secretary/Assistant
Secretary

TAX EXEMPTION CERTIFICATE

This is to certify that Vermilion County is exempt from Illinois Retailers' Occupational Tax (Sales Tax), the Service Occupation Tax (both State and local), the Use Tax, and the Service Use Tax.

Vermilion County
Tax Identification No. E9992-9724-07