

Lake County

Purchasing Division

Please note the submission location is:

Lake County

Attn: Purchasing Division

18 N. County Street – 9th Floor

Waukegan, IL 60085-4350

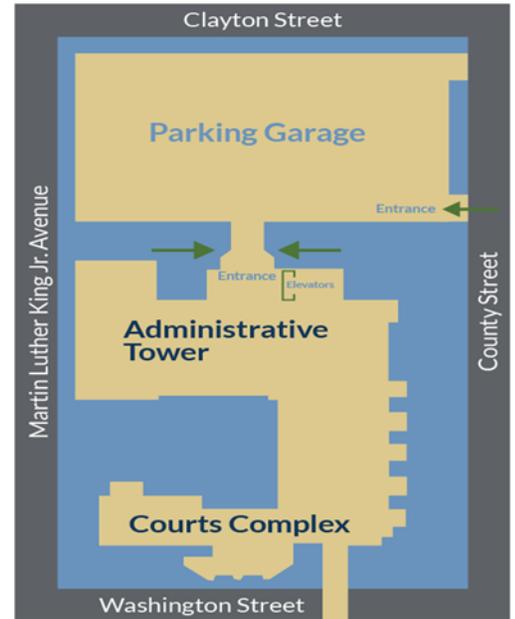
Contact information for Lake County Purchasing is:

Purchasing Division

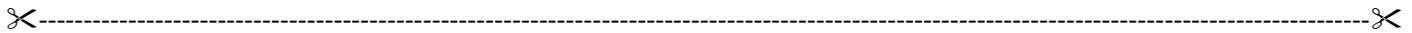
Phone 847-377-2992

Fax 847-984-5889

Email: purchasing@lakecountyil.gov



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE.



<u>BID/RFP No.</u> RFP #19028	Vendor Name: _____
<u>Buyer:</u> Yvette Albarran	Lake County
<u>Bid/RFP Description:</u> Record Digitization Services	ATTN: PURCHASING DIVISION
<u>BID/RFP Due Date*:</u> April 30, 2019 at 11:00 a.m. Local Time	18 N. County Street – 9 th Floor Waukegan, IL 60085-4350

***Please note: Responses are due at the 9th floor reception desk and shall be time stamped by 11:00 a.m. local time on the required due date. Please allow sufficient time for parking, passing through security and arriving at the 9th floor.**

Lake County, Illinois
Request for Proposals # 19028
Record Digitization Services

This Request for Proposal (RFP) is to provide a state of the art record digitization services. The Lake County Circuit Clerk and the 19th Judicial Circuit Court seek the conversion of their current paper files to a digitized (pdf) format, hosting current pending matters, and/or hosting closed matters either in the cloud or via server, and to convert the pdf's into microfilm.

- GENERAL REQUIREMENTS:** Proposers are to submit sealed proposals, to be opened and evaluated in private. Submit one (1) marked Original, one (1) electronic unprotected copy on a USB flash drive, and one (1) redacted copy that can be used to comply with the Illinois Freedom of Information Act (FOIA). Please refer to the FOIA statute, 5 ILCS 140/1 *et seq.*, and specifically Section 7 therein, for an explanation of the information that may be redacted.
- SUBMISSION LOCATION:** Lake County Purchasing Division
18 N. County Street, 9th Floor
Waukegan, IL 60085-4350
- SUBMISSION DATE & TIME:** **April 30, 2019 by no later than 11:00 a.m. local time**
Proposals received after the time specified will not be opened.
- CONTACT / QUESTIONS:** **All contact and questions regarding the Request for Proposal shall be with the Purchasing Division.** Should the proposer require additional information about this RFP, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the RFP number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to the RFP opening date.
- CONTENTS:** The following sections, including this cover sheet, shall be considered integral of this solicitation.
- *Cover Sheet
 - *General Terms and Conditions
 - *General Information
 - *Scope of Work
 - *Submittals
 - *Evaluation Criteria
 - *Addendum Acknowledgement
 - *Proposal Price Sheet
 - *General Information Sheet
 - *References
 - *Sustainability Statement
 - *Vendor Disclosure Statement

If your RFP includes any exceptions, proposers must insert an "X" in the following box indicating a submission with exceptions and provide separately a submission with noted exceptions.

NOTE TO PROPOSERS: Any and all exceptions to these specifications MUST be clearly and completely indicated in the Proposer's response to the RFP. Failure to do so may lead the County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award

1. NEGOTIATIONS

Lake County reserves the right to negotiate specifications, terms and conditions, which may be appropriate to the accomplishment of the purpose of this Request for Proposal (RFP).

2. CONFIDENTIALITY

Proposals are subject to the Illinois Freedom of Information Act (FOIA) once an award or final selection is made. As such all Proposers responding are asked to submit one redacted copy of their proposal that can be used by the County to respond to any future FOIA requests for the proposal.

Please refer to the FOIA statute, 5 ILCS 140/1 *et seq.*, and specifically Section 7 therein, for explanation of information that may be redacted. For example, information exempt from disclosure in response to a FOIA request includes but is not limited to: highly personal or objectionable information; trade secrets and commercial or financial information claimed as proprietary, privileged or confidential, the disclosure of which would cause your business competitive harm; valuable formulae, computer geographic systems, designs, drawings and research data when disclosure of the same would produce private gain or public loss; certain construction related technical documents; and information associated with automated data processing operations that, if disclosed, would jeopardize system or data security.

If no redacted copy is provided, the Lake County Purchasing Division reserves the right to determine what information should be redacted as proprietary, privileged or confidential in response to a FOIA request. A Proposer who fails to provide a redacted copy of its proposal waives its right to maintain any claims against Lake County, its agents or employees for disclosure of this information.

3. RESERVED RIGHTS

Lake County reserves the right, at any time and for any reason, to cancel this RFP or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the Proposer, the County has ninety (90) days to accept. The County may seek clarification from a Proposer at any time. Proposer's failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

4. INCURRED COSTS

Lake County will not be liable for any costs incurred by respondents in replying to this RFP.

5. AWARD

Lake County reserves the right to award this contract based on the evaluation criteria set forth herein. Award shall be made by the Lake County Board to the responsible Proposer determined to be the most qualified and advantageous to the County. Lake County reserves the right to award this Contract in whole or in part if determined to be in the best interests of the County.

6. ADDITIONAL INFORMATION

Should the Proposer require additional information about RFP, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting RFP number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to RFP opening date. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to all Proposers. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from obligation under this RFP as submitted. All addenda so issued shall become part of the RFP documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Proposer to improperly submit a proposal.

7. ADDENDUM ACKNOWLEDGEMENT

Any and all changes to the specifications and terms and conditions of this RFP are valid only if they are included by addendum issued by Lake County Purchasing. Proposers shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. It is the Proposers responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

8. DISCUSSION OF PROPOSALS AND NEGOTIATION

Lake County may conduct discussions with any Proposer who submits a proposal. During the course of such discussions, the County shall not disclose any information derived from one proposal to any other Proposer. Lake County anticipates conducting negotiations with the successful Proposer. Your proposal should indicate any exceptions taken to this.

9. EXCEPTIONS

Any and all exceptions taken by Proposer to the terms of this RFP are to be identified in writing and included in the list of submittals.

10. CONTRACT TERM

This contract will commence upon execution and remain in effect until the work is complete. The work is complete upon a determination of completion by Lake County. A determination of completion shall not constitute a waiver of any rights or claims which Lake County may have or thereafter acquire with respect to any provision of the contract.

11. RESPONSIBILITY & DEFAULT

The Proposer shall be required to assume responsibility for all items listed in this RFP. The successful Proposer shall be considered the sole point of contact for purposes of this contract.

12. PURCHASE ORDER AND PAYMENT

The Proposer shall submit an invoice detailing the services and products provided, based on the breakdown of items as listed on the Price Proposal Sheets, and based on the Project Specifications. Invoices shall show the purchase order number and the address where the product or services are provided. Payment shall be made in accordance with the Local Government Prompt Payment Act.

13. INTERPRETATION OR CORRECTION OF REQUEST FOR PROPOSALS

Proposers shall promptly notify the Purchasing Division of any ambiguity, inconsistency or error that they may discover upon examination of the RFP. Interpretation, correction and changes to the RFP will be made by addendum. Interpretation, corrections or changes made in any other manner will not be binding.

14. TAXES

The County is exempt from paying certain Illinois State Taxes.

15. TERMINATION

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Proposer shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Proposers default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Proposer with any or all losses incurred, including attorney's fees and expenses.

16. INDEPENDENT CONTRACTOR

The Proposer is an independent contractor and no employee or agent of the Proposer shall be deemed for any reason to be an employee or agent of Lake County.

17. NON-DISCRIMINATION

The Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Proposer shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

18. INDEMNIFICATION

The Proposer agrees to indemnify, save harmless and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

19. INSURANCE

The Proposer must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Proposer arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Proposer's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

- \$ 1,000,000 Each Occurrence
- \$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the Proposer's projects away from premises owned or rented to contractor.

Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Proposer's auto liability insurance, as required above, shall be written with limits of insurance not less than the following: \$ 1,000,000 Combined single Limit (Each Accident)

Professional Liability – Errors and Omissions (if applicable)

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following: \$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability – Cyber Liability (if applicable)

Cyber Liability Insurance for property damage to electronic information and/or data; first and third-party risks associated with e-business, internet, etc., with limits of insurance not less than the following: \$ 1,000,000 per occurrence limit

Technology Errors and Omissions (if applicable)

The Proposer's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following: \$ 1,000,000 per occurrence limit

Excess/ Umbrella Liability (if applicable)

The Proposer's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project: \$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Liability Insurance Conditions

Proposer agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary in the event of a claim.
- c) Proposer agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;
- d) Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Email Certificates of Insurance to the following email address:
purchasing@lakecountyil.gov

e) Any hard copies of said Notices and Certificates of Insurance shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

Failure to Comply: In the event the Proposer fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Proposer.

20. ASSIGNMENT

The Proposer may not reassign any award made, as the result of this RFP, without prior written consent from the County.

21. JURISDICTION, VENUE, CHOICE OF LAW

This RFP and any contract resulting there from shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

22. CHANGE IN STATUS

The Proposer shall notify Lake County immediately of any change in its status resulting from any of the following: (a) Proposer is acquired by another party; (b) Proposer becomes insolvent; (c) Proposer, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Proposer ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its Agreement with the Proposer immediately on written notice based on any such change in status.

23. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

24. NON-ENFORCEMENT BY THE COUNTY

The Proposer shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the County, on any one or more occasions, to insist on the Proposer performance or to seek the Proposers compliance with any one or more of said terms or conditions.

25. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County General Terms & Conditions, Lake County Request for Proposal Terms Scope of Work, and the Proposal Response.

26. PERSONAL EXAMINATION

Proposers are required to satisfy themselves, by personal examination of the site as to work involved and the difficulties likely to be encountered in the performance of work under this Agreement. No plea of ignorance of conditions that exist now or hereafter, or of any conditions of difficulties that may be encountered in the execution of the work under this Agreement will be accepted as an excuse for failure to or omission on the part of the Proposer to fulfill in every respect all the requirements and specifications, nor will same be accepted as a basis for any claim for extra compensation.

The Proposer is responsible to investigate and gather all relevant and pertinent information prior to submitting a proposal. By submitting a proposal, the Proposer affirms that they have performed all due diligence and are aware of all critical factors that may affect the provision of the services as described in the RFP. Such critical factors may include

but are not limited to; location, space, utilities, scope of operations, and any other conditions, which may affect the Proposer operations. No allowance will be made for not being familiar with existing conditions to be encountered.

27. PRICING

Pricing shall be included on Proposal Price Sheet.

28. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful Proposer. The Proposer agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Proposer further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Proposers and governmental units shall be resolved between the immediate parties.

The Proposer and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, other terms shall be reduced to writing and signed by a duly authorized representative of both the successful Proposer and the other governmental unit.

The Proposer shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured, and certified payrolls to the other governmental unit as required.

29. ECONOMIC OPPORTUNITY PROGRAM

Lake County launched a **Buy Local. Build Local. Work Local.** initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law. The County will take all necessary and reasonable steps to assure that business enterprises defined as L/W/MBE shall have a fair opportunity to participate in County contracts. As part of its Economic Opportunity Program (EOP) commitment the County will make every effort to achieve the following objectives:

- (a) To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
- (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

Successful Proposers are encouraged to work with Workforce Development to post any and all opportunities for employment on County contracts. Lake County's Workforce Development mission is to foster and ensure the economic prosperity of the Lake County community by maximizing the potential of businesses and workers. As such, Workforce Development provides a key resource for job seekers and employers.

State law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder's location, race and gender.

30. REPORTING REQUIREMENTS FOR AWARDED CONTRACTS

All awarded vendors will identify and report the type of ownership— L/W/MBE, and/or not L/W/MBE for any work that they or their approved subcontractors will perform. In addition, Lake County requests that all awarded vendors provide an accounting of employees assigned throughout the term of the contract in regards to their home address and ethnicity. Lake County may use any data collected to report on potential of businesses and workers benefitting from County contracts.

31. LAKE COUNTY OWNERSHIP OF INFORMATION

All information pertaining to records, data collected, property, financial or other information acquired under the scope of this contract shall be strictly confidential and the sole property of Lake County. The Proposer shall return all information to Lake County upon termination, and/or request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of Lake County. Upon County request, the Proposer must provide all Lake County data in a documented, standard format.

32. JOINT VENTURES & SUCCESSFUL PROPOSER MERGERS, ACQUISITIONS, DIVESTITURES OR CHANGE IN STRATEGY

In the event a joint venture is proposed, each party to the joint venture must meet all applicable requirements of the RFP. The party submitting the response shall be considered the sole contact for issues relating to this RFP. In the event of a merger, acquisition, divestiture or change in strategy, the successful proposer will state its commitment to continue to provide services.

33. OUT OF POCKET EXPENSES

All out-of-pocket expenses paid by the Proposer during the project will be incurred solely at the Proposers expense.

34. INFORMATION SECURITY

In the process of performing services to Lake County the Proposer may come in contact with information deemed important and proprietary to Lake County. The Proposer agrees that any services performed for Lake County, whether on Lake County premises or not, will meet or exceed Lake County's information security policy and privacy standards. Lake County reserves the right to audit proposer's performance in meeting these standards.

35. KEY PERSONNEL

Proposer shall not replace any Key Personnel without the County's prior written consent, which shall not be unreasonably withheld. Should one of the Key Personnel be reassigned, become incapacitated, cease employment by Proposer, and/or be unable to perform the functions or responsibilities assigned to him or her, Proposer shall (i) within ten (10) business days, temporarily replace them with another properly qualified employee and (ii) within thirty (30) calendar days, permanently replace the contact. Lake County reserves the right with advance notice, and Proposer having the opportunity to remedy, to request the dismissal and removal of Proposer staff from the project for reasonable cause. Any decision to substitute or replace Proposers Subcontractor for the implementation of proposed solution, will need a prior written consent from the County.

- Provide a summary organizational chart. Identify the primary contact and describe the roles of each key person.
- Provide detailed resumes for all key professionals who will be directly responsible for providing services to the County. Include the following information; title, number of years at your firm, total number of years of experience, professional designations or licenses.

1. INTENT

This contract is to provide state of the art record digitization services as outlined herein. The Lake County Circuit Clerk and the 19th Judicial Circuit Court seek the conversion of their current paper files to a digitized (pdf) format. The successful proposer shall have the capability of the following:

- Providing secure warehouse solution for physical files that is inventoried and accessible for document retrieval by the Lake County Circuit Clerk.
- Providing secure transportation of files to and from its offsite storage location.
- Scanning, converting, and indexing current paper files to a digitized (pdf) format by case
- Converting the digitized documents to a microfilm format
- Providing permanent removal and destruction services upon approval by the Lake County Circuit Clerk
- Hosting all digitized documents in the cloud or via server
- Converting existing microfilm documents to digitized (pdf or tiff) format.

2. LAKE COUNTY, ILLINOIS

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to about 703,000 residents. Lake County is committed to open government and transparency, and the County Board's conservative fiscal policies have allowed the County to maintain fiscal stability and achieve AAA bond rating from Standard & Poor's and Moody's.

The Lake County Board is made up of 21 elected officials that represent 21 respective districts. The County Board approves a half billion-dollar budget that funds all county services/programs provided by more than 20 departments/divisions. Lake County also has eight elected officials who independently operate their offices, while several other departments report directly (and are accountable) to the county administrator.

The Clerk of the Circuit Court is, by law, the official keeper of records for all judicial matters brought into the Circuit Court of Lake County. The Clerk's Office serves the Lake County residents, 40 judges and maintains offices in Waukegan, Mundelein, Round Lake Beach, Vernon Hills and Park City. To handle day-to-day responsibilities, the Clerk's Office has a workforce of approximately 138 employees.

3. BACKGROUND

The County's Circuit Court Clerk is the record keeper for the judiciary. This includes civil, criminal, juvenile, and traffic cases. Additionally, there are wills and various other documents that must be filed with the Circuit Clerk pursuant to the Illinois Compiled Statutes and Illinois Supreme Court Rules. Currently, these files are being maintained in a paper format; except most civil cases filed since December 1, 2017 which must be e-filed through the current Tyler Odyssey e-filing system, and a small percentage of small claims cases that were e-filed under the county's previous vendor, URL Integration, which are housed on the county's Alfresco document storage management system as PDF and TIFF. The office currently maintains files for cases that are pending, closed and post judgment. It is estimated that there are 14,000 active civil action, 1,200 active felony action, and 2,000 active misdemeanor action.

The Lake County Circuit Clerk is currently running on a record management system called CRIMS, a COBOL system. It was developed by Software Development an Services Corporation (SDSC). The Lake County Circuit Clerk, in collaboration with the Nineteenth Judicial Circuit Court, the Lake County State's Attorney, and the Lake County

Public defender are currently in the middle of an RFP for a new case management system, and a decision on the new vendor should be made in the spring/summer 2019.

Illinois law requires paper records as the official records of the Circuit Court, but the Supreme Court has authorized use of electronic records in civil cases upon request by the court. The goal of the Circuit Court Clerk is to be E-Record for all case types, except for traffic citations, with a paper on demand option within the next 5 years. The program should be able to represent a paper on demand option.

Lake County anticipates that by digitizing the County’s documents it will reduce the amount of paper used by the Circuit Clerk’s Office and the Courts (in an effort to follow the Lake County’s Strategic Plan of working towards a greener office), improve efficiencies within the Circuit Clerk’s Office, improve access to justice, reduce the amount of space needed for physical storage, reduce transportation for microfilming and destruction of records, improve data recovery, and work towards an e-record solution.

4. PROJECT TIMELINE

To ensure that that Lake County is able to implement the proposed solution, the proposers should indicate their ability to meet the deadlines indicated below:

Action Item	Proposed Schedule*
Issue RFP	April 5, 2019
Deadline for submission of questions	April 23, 2019
RFP Opening	April 30, 2019
Purchasing Review	April 30 – May 2, 2019
Shortlist Presentation (if necessary)	June 10 – June 14, 2019
Contract Negotiations	June 17 – July 19, 2019
County Board Approval & Contract Execution	August 13, 2019

***This timeline may be subject to change.**

5. PROJECT STATUS MEETINGS

Personnel from the Proposer, Lake County, and other interested Lake County organizations will, as scheduled at a mutually agreed upon frequency, meet to discuss the scope of this project and the progress made by the Proposer in the performance of their obligations hereunder. When ad hoc meetings need to occur, Proposer and Lake County will make every effort to accommodate same.

6. PERFORMANCE LEVELS/CONTRACTOR EXPECTATIONS

In order to gain a robust understanding of the needs of the County, the Proposer shall converse or meet with select County staff as requested. The number and frequency of conversations/meetings shall be determined by Lake County.

7. ACCOUNT REPRESENTATIVE

The proposer shall assign an Account representative who has a minimum of 5 years, successful experience in providing these services. The account representative, and his or her qualifications, shall be identified in the submittal of the RFP documents. The Account representative shall be present for presentation of the proposal and must be assigned to Lake County throughout the contract period.

8. REPORTS

Proposer shall furnish reports as requested by Lake County.

RECORD DIGITIZATION SERVICES

SCOPE OF WORK

April 2019

The Lake County Circuit Clerk seeks to obtain a document digitization and storage option for all case types, excluding traffic citations. The document digitization and storage option should be able to support and work in conjunction with the Tyler Odyssey E-File System, and a new state of the art case management system which will include a judicial module to support the bench. This module will include the access, display, create and other functions necessary for document processing during court sessions.

The Circuit Clerk is seeking a vendor that has experience in working with court files. Therefore, the vendor must be able to accurately identify documents within each case type, identify if a document or file is sealed or impounded for that document to be properly recorded within the system, and provide their security practices for handling of sealed and impounded documents, including but not limited to the security measures followed to safeguard the information contained within the documents.

The Clerk of the Court currently maintains files at various onsite and offsite locations in Waukegan, Illinois and Chicago, Illinois. The successful vendor shall have the capability to provide record storage, pickup and delivery, permanent removal or destruction services and inventory tracking. Please describe your firm's ability to address the following requirements.

Record Storage

The vendor shall provide secure off-site storage for the Circuit Clerk's documents. The Circuit Clerk may add boxes to the vendor's facility during the contract period. The vendor must be able to accommodate the additional boxes at the rates offered for the contract term.

Vendor's storage facilities shall provide a level of protection consistent with industry standards and shall meet all applicable and current requirements of the National Fire Protection Association (NFPA). Including but not limited to current editions of NFPA 75: Standard for the Fire Protection of Information Technology Equipment, NFPA 232: Standard for the Protection of Records, NFPA 1600: Standard on Disaster/Emergency Management and Business Continuity/Continuity of Operations Programs. The storage facility or facilities shall be properly shelved, fully secured, and equipped with motion, smoke and heat detectors/alarms to prevent loss from theft and/or fire.

The Circuit Clerk requires that the facility or facilities be constructed and equipped with fire safety systems as required by the International Fire Code and other applicable State, County, Municipal codes. The records storage facility should not house any hazardous and or flammable material(s). Storage facilities should not be located within a flood area or risk exposure from external hazards. Vendor shall provide proof of semi-annual treatment and/or inspection for rodent and insect protection. The vendor shall be responsible for all the contents stored in any of its storage facilities.

The vendor shall provide a written disaster and recovery plan for any catastrophic occurrences including but not limited to earthquake, flood, fire, etc. The vendor shall be responsible for recovery from any catastrophic occurrences, including but not limited to fire, damage or theft, as well as any associated costs. The vendor shall carry the appropriate insurance and provide proof thereof. Storage facilities shall be equipped with an intrusion alarm system that is monitored 24 hours per day, including weekends and holidays. The vendor shall be able to provide adequate storage capacity to meet both the current and future needs of the County.

Record Pickup and Delivery

The vendor shall accept and respond to pickup and delivery requests from authorized Circuit Clerk staff. Pickups and deliveries will occur during the Circuit Clerk's regular business hours. A chain of custody must be maintained and documented at all times. The vendor shall provide vehicles designed for the transportation of storage records. The vehicles shall have the appropriate security features (anti-theft device) and be secured while at a delivery/pick up site. All vehicles shall be equipped with a fire extinguisher. The vendor shall have the ability to deliver a file or box within two (2) business days for a standard request, and same day (within two hours) if needed for rush/emergency request.

Permanent Removal or Destruction Services

The Circuit Clerk may require the permanent removal or destruction of specified boxes or files stored with the record storage vendor at the vendor's facility and/or off-site at the County's offices. The certified destruction shall be performed by either shredding or incineration. A chain of custody must be maintained and documented at all times. Boxes permanently removed from storage must not appear on subsequent monthly invoices for storage. Any costs or fees associated with permanent removal of boxes must be identified in the vendor's response. The vendor must have the ability to accomplish the certified destruction of records stored at the vendor's facility. The vendor must ensure that confidentiality of all destroyed records is maintained throughout the destruction process. The vendor shall provide a certificate of destruction to the Circuit Clerk upon request for those records destroyed.

Inventory Tracking

The vendor shall maintain an accurate, bar coded and computer based inventory tracking system. The system shall be web enabled, with adequate security to provide internet access to the information by Circuit Clerk users. Inventory status must be up to date within 24 hours of activity and a detailed report provided for all records stored at the vendor's facility.

Scanning, Converting and Indexing Current Paper Files

The Vendor shall provide the equipment necessary to support the conversion of the documents to an electronic format and shall be able to meet the following requirements necessary to properly scan, convert and index current paper files.

- Description of preparation procedures prior to scanning the documents, including but not limited to wills and confidential documents.
- Scanning files with OCR resolution (text must be searchable).
- Documents must have auto image enhancement.
- Verification practices for all imaging. Please provide your firm's scanning quality control practice, including but not limited to: verification of each image that is legible, not duplicative, in proper sequence and logical order.
- Indexing each document by case number, case type, defendant (first and last name), plaintiff (first and last name), file date, and unique document id.
- Document security indicators must also be included.
- Barcoding functionality necessary to capture and index images.
- Redaction ability of the words on a .pdf or .tiff document.
- Image letter and legal-size documents at 300 dpi with a scanner equipped with software technology which improves imaging quality. Please describe the technology used and its affects.
- Utilize scanners with multi-feed detection.
- Ability to crop and straighten scanned documents. Please describe the software and technology used to address this.
- Scan documents in duplex mode and dropping blank backs by decreasing image byte size.
- Ability to place all documents that are scanned off-site onto a portable hard drive which contains a generic IDX file pointing to each image.
- Supply an excel list spreadsheet of missing case files that were not sent for scanning.

Once documents are in the possession of the vendor, it is likely that the Circuit Clerk may require access to the documents. Successful vendors must have the ability to find, capture and scan a specific case or document in their possession within two to four hours and securely send to the Circuit Clerk's Office for printing. Please describe your ability to meet this requirement. If the scanning of the documents occurs in a separate location from the storage facility, please provide information on the location and conditions of the facility where the documents will be scanned.

It is the expectation of the Circuit Clerk that all locations will have the minimum requirements identified in the record storage section. If there is any variance, please describe.

Microfilm

The Circuit Clerk is looking for vendors to provide services for converting scanned documents to microfilm and converting existing microfilm into a digitized format (.pdf or .tiff). The Vendor shall provide the equipment necessary to support the conversion of the documents to an electronic format. Please describe your firm's ability to meet the following requirements.

- All film must be a 16mm by 215'.
- Film must be produced at a 40 to 1 reduction ratio.
- Film must be produced in a cini format on the film.
- Film must be produced in a duplex format with two images in film: channel A/channel B.
- Film must contain two level image marks with film writing; case and pages. This must contain a new case file bar code sheet with a medium level image mark, each page within each two-level case number must have a single level image mark, and there must be film writing with case and image number next to each image on film.
- Film must have been produced from enhanced digital images that have been fully cropped, rotated straightened to produce perfect film images.
- Vendor shall provide an application of polysulfide toning to all required silver duplicate rolls of microfilm. Please provide information on your brown toner process in your response.
- Images must be processed at the imaging facility, and the lab must be monitored by an outside firm on an annual basis. The outside lab must certify that the film meets the specifications for the State of Illinois for archival storage quality and meet density standards as outlined by the State of Illinois. Please provide the outside lab who provides your lab certification.
- Any solution must provide a recovery method from disasters for original film if the original film was destroyed.
- Backup disaster recovery centers.
- Film must be placed onto a white square round ANSI approved white spool with a trailer lock. Film must be placed into a black film box labeled with case type and beginning and ending case number.
- Provide an excel spreadsheet list of missing case files that were not sent for scanning.
- Describe your process for converting existing microfilm to a digitized format. Please note that the requirement for digitization should mirror those described in the scanning section. If there is any variance, please describe.

Software Solution – Document Management Solution

Once documents are digitized, they will need to be stored in an electronic document management solution provided by the vendor. The software solution may be either cloud-based electronic storage, on-site electronic storage at the vendor's location or via a third-party hosted solution. The software solution provided by the vendor must be able to interface with a case management system and document management server. Please describe your firm's ability to meet this need and identify systems in which an interface currently exists and your procedure for integrating the documents.

DETAILED SUBMITTAL REQUIREMENTS

Proposals should be prepared as simple as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance and clarity of content. The proposal should be organized into the following major sections:

- A. Introduction Material and Executive Summary
- B. Company Background
- C. Scope of Services in the format requested in the Scope of Services
- D. Implementation Plan
- E. Client References
- F. Exceptions to the RFP
- G. Price Proposal
- H. Value added services
- I. Sustainability Statement
- J. Vendor Disclosure Statement

Introduction Material and Executive Summary

The introductory material must include a title page with the RFP number, subject, name of the Proposer, address, telephone number, e-mail address, the date, a letter of transmittal and a table of contents. The executive summary should be limited to a brief narrative summarizing the proposal.

Company Background

In this section provide information about the company so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in the response to this RFP. Information in this section should contain the following information in addition to the General Information Sheet that is also included as an exhibit to this RFP:

1. Company name and location of the corporate headquarters and of the nearest office to Lake County.
2. The number of years the company has been in business and the number of years the company has been providing services to the public sector.
3. Include information on the company's customer base, such as the number of public sector clients the company serves, the number of local government clients, and the number of public sector clients in the state.
4. Identify if the company serves other industries.
5. Include a brief summary of the company's organizational characteristics such as the number of employees, their backgrounds, whether the company is privately held, publicly traded, or if it is a subsidiary to a parent company.
6. Describe any other business affiliations (e.g., subsidiaries, joint ventures, "soft dollar" arrangements with brokers).
7. Please provide the experience of each person on your management team who work with court records.

Scope of Services

This section of the proposal should include a general discussion of the Proposer's overall understanding of the project and the scope of work. For each task that is identified in the scope of services outlined in the specifications, please identify your firm's approach and response to address the desired service outlined. Responses must describe how redundancy is supported for continuing operations.

Implementation Plan

This section should describe the Proposer's implementation plan for each task identified in the scope of work. Provide project team resumes for key members of the implementation team expected to be on the project.

Client References

The County considers references to be an important factor in its decision to award a contract. Please provide all references reflecting your knowledge and experience in filming and imaging Circuit Court Clerk records, including but not limited to identifying documents, case types, and file stamp dates.

Proposers should supply references that will be available to speak with the County. Three references should be provided that provided similar type of work completed in the past five to seven years. A reference sheet is included as a submittal as part of this RFP document.

Exceptions to the RFP

All requested information to this RFP must be supplied as this document and subsequent proposals submitted help form the basis for a contract with the selected proposer. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County and the descriptions of the advantages or disadvantages to the County as a result of the exception. The County, at its sole discretion, may reject any exceptions or specifications within the proposal.

Price Proposal

The price proposal cost sheeting included as part of this proposal shall be completed and returned with your response. Any additional services identified by the proposer shall be delineated separately for the County to consider.

Value Added Services

Please include any value added services your firm provides in your submittal.

Sustainability Statement

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, Proposers are asked to provide a Statement of Sustainability to demonstrate that they are also incorporating sustainability into their firms' practices. A Sustainability Statement form is included as part of the RFP. Proposers are asked to provide a clear description of your firm's sustainable practices, policies, or procedures in the following areas: waste minimization, energy efficiency, water efficiency, staff and education.

Vendor Disclosure Statement

This disclosure statement is being filed in accordance with the Lake County Ethics Ordinance and Lake County Purchasing Ordinance. Vendors wishing to contract with Lake County for goods and services shall submit this form in advance of award and disclose any *immediate familial relationships between each owner, principal, or officer of the company and employee(s) of Lake County. This disclosure statement is not required for publicly traded companies and utilities.

The County will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort. All proposals will be evaluated by how well the proposal satisfies the described/stated needs, rather than how exactly the proposal matches the strictest interpretation of the terminology and design concepts stated herein. Newly emerging technologies, additional features, and the ability of the proposed solutions to adapt will be a consideration.

Evaluation Organization

- a. An Evaluation Committee will be established to score and evaluate the submitted proposals.
- b. The Evaluation Committee may include members from Lake County's departments who have experience with the associated services. The Committee will be responsible for the proposal evaluation (including corporate reference checks).

Evaluation of the Proposals

Lake County will evaluate the Proposers response and the extent to which it meets the requirements delineated in this RFP. All proposals submitted in response to this RFP will be scored based on the evaluation factors identified:

Evaluation Factors:

- Understanding and ability to meet and/or exceed the scope of work.
- Experience with implementation of record digitization services.
- Knowledge and understanding of compliance with applicable county, state, and federal laws as it relates to authorized use of electronic records.
- Description of project management methodology and implementation plan.
- Cost Proposal.

Short List

The evaluation factors will be used to assist the evaluation committee in determining a short list. Proposers will be notified by the County if they have been selected for the short list. Please note, Lake County reserves the right to not short list any and all Proposers if it is not in the best interest of the County.

Interview

Lake County reserves the right, as part of the evaluation process, to ask for additional materials, interview, or schedule site visits to any locations serviced by Proposers. Site visits may be scheduled or unscheduled as determined by the County. If applicable, the County shall contact Proposers to arrange an interview. Information provided as part of the interview may be used by Evaluation Committee to re-evaluate and re-rank Proposers

Additional Investigations

The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

Best and Final Offer

The County reserves the right to request a Best and Final Offer (BAFO) if additional information or modified terms are necessary for the Evaluation Committee to complete its evaluation and ranking. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed proposers, or if the short list process is not used, all qualified Proposers will be provided an opportunity to submit a modified Response. Only one BAFO request will be issued by the County. The information received from the BAFO will be used by the Evaluation Committee to re-evaluate and re-rank the Proposers.



Addendum Acknowledgement RFP #19028

The undersigned acknowledges receipt of the following addendum(s):

ADDENDUM #	SIGNATURE

I have examined and carefully prepared the submittal documentation in detail before submitting my response to Lake County.

Submittal Number: 19028

Company Name: _____

Authorized Representative: _____

Authorized Representative: *Signature* _____

Authorized Representative: *Print* _____

Date: _____

It is the vendor’s responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

If the submittal has already been received by Lake County, vendors are required to acknowledge receipt of addendum via email to purchasing@lakecountyil.gov prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.

**RECORD DIGITIZATION SERVICES
PROPOSAL PRICE SHEET**

April 2019

The price proposal shall include a total price as a fixed fee for all services delineated in this RFP. The proposer will consider all costs (labor, overhead, administration, profit, travel, etc.) associated with providing the services listed in this RFP. Any hourly rates for services that may not be included shall be provided with the corresponding service and rate. All additional services beyond the initial scope of the project, identified by the Proposer as beneficial to the County, shall be delineated separately for the County to consider.

	Unit of Measure	Estimated Qty	Unit Price	Extension
Warehouse Solution				
Storage	Cubic Feet	12,248	\$	\$
Transportation	Trip Charge	Daily	\$	\$
Scanning Solution				
On-Site Conversion	Pages	3,696,000	\$	\$
Off-Site Conversion	Pages	12,996,000	\$	\$
Microfilm Solution				
Digital to Microfilm	Pages	16,692,000	\$	\$
Microfilm to Digital	Rolls	11,801	\$	\$
Destruction Services				
Permanent removal from warehouse	Pound	15,000	\$	\$
Hosting Solution				
Monthly Service Fee	Monthly	12	\$	\$
User License	Per License	5	\$	\$
Total Annual Cost				\$

Additional Services	Cost Per

***Attach additional pages as necessary**



VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:	19028		

Vendors wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form in advance of award. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, or officers of the vendor’s company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, officer, manager, lobbyist, agent, consultant, counsel, subcontractor or corporate entity under the control of the vendor to any county board member, county board chair, or countywide elected official as well as contributions to any political action committees within the last five years.

FAMILIAL RELATIONSHIPS

List below the names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor’s company have a familial relationship and the nature of the relationship. Please attach additional pages as necessary.

Name and Department/Agency of Lake County Employee/Public Official	Familial Relationship

CAMPAIGN CONTRIBUTIONS

List below the campaign contributions that have been made within the last five years. Please attach additional pages as necessary.

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at www.lakecountyil.gov.

The full text of the County’s Ethics and Procurement policies and ordinances are available at www.lakecountyil.gov.

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	
Printed Name:		Date:	

AUTHORIZED NEGOTIATORS:

Name: _____ Phone # _____ Email Address: _____

Name: _____ Phone # _____ Email Address: _____

BUSINESS ORGANIZATION: (check one only)

- Sole Proprietor: An individual whose signature is affixed to this proposal.
- Partnership: State full names, titles, and addresses of all responsible principals and/or partners on attached sheet.
- Corporation: State of incorporation: _____
- Non-profit Corporation
- 501c3-- U.S. Internal Revenue Code

By signing this proposal document, the proposer hereby certifies that it is not barred from responding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Business Name

Signature

Print or Type Name

Title

Date

RECORD DIGITIZATION SERVICES

April 2019

REFERENCES

List below other similar size clients for who you have provided similar services. Please include the email address for each reference.

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
E-Mail _____
Contact Person _____
Dates of Service _____
of Employees _____

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
E-Mail _____
Contact Person _____
Dates of Service _____
of Employees _____

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
E-Mail _____
Contact Person _____
Dates of Service _____
of Employees _____

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
E-Mail _____
Contact Person _____
Dates of Service _____
of Employees _____

The County of Lake is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking Proposers to provide a Statement of Sustainability to ensure our Proposers are also incorporating sustainability into their firms' practices.

INSTRUCTIONS

On the following Sustainability Statement form, provide a clear description of your firm's sustainable practices, policies, or procedures. These practices may include, but may not be limited to, the following categories and examples:

Waste Minimization within your office or facilities, such as a recycling programs, double-sided copying, electronic internal communications (i.e. memos), use of recycled-content materials and reusable cups, limiting printing, electronic document management, instituting green purchasing policies, using green cleaning supplies and practices, or reducing packaging in materials you procure or supply.

Energy Efficiency within your office, facilities, or firm, such as lighting retrofits, photo-sensor switches for lighting, effective use of daytime lighting, using Energy Star rated appliances or equipment, using an alternative fuel or having efficient fleet policies, an anti-idling policy, or indoor temperature management (i.e. turning the thermostat up in the summer and down in the winter).

Water Efficiency within the office, facilities, or firm, such as faucet or fixture retrofits, switching from individual bottled water to office water coolers or drinking fountains, and installing drought-tolerant landscaping.

Staff encouraged to adopt sustainable practices and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support for green seminar attendance, becoming US Green Building Council LEED accredited, or creating an internal "green team."

Education of your staff about green practices, education of your business peers about your green accomplishments, education of your community by your sustainability, or notice of any environmental awards your firm has achieved.

CONTINUE TO NEXT PAGE

SUSTAINABILITY STATEMENT

Attach additional sheets if necessary.

Waste Minimization

Energy Efficiency

Water Efficiency

Staff

Education
