

Lake County, Illinois
REQUEST FOR PROPOSALS
RFP # 12132

Installation, Equipment, and Maintenance for a 9-1-1 Phone System

The purpose of this Request for Proposal (RFP) is to select a provider for Lake County's Emergency Telephone System Board for the Installation, Equipment and Maintenance for a 9-1-1 Phone System as outlined herein.

GENERAL REQUIREMENTS: Proposers are to submit sealed proposals, which will be opened and evaluated in private. Submit one (1) unbound, marked original, four (4) complete copies of the proposals, and four (4) electronic copies on CD-ROM in Adobe Acrobat (.pdf), a reproducible file.

PRE-PROPOSAL MEETING: June 18, 2012, 2:00 p.m. local time at the Lake County Central Permit Facility, 500 W. Winchester House Road, Libertyville, IL 60048

Proposers interested in responding on this project are urged to attend this pre-proposal meeting. Attendance at this meeting is not mandatory; however, proposers are warned that no allowance will be granted to proposers being unfamiliar with the RFP requirements.

SUBMISSION LOCATION: Lake County Purchasing Division
18 N. County St., 9th Floor
Waukegan, IL 60085-4350

SUBMISSION DATE AND TIME: July 10, 2012, 2:00 p.m. local time, 18 N. County Street, Waukegan, IL 60085
Proposals received after the submittal time will be rejected and unopened.

CONTACT / QUESTIONS: Submit questions via email to: Purchasing@lakecountyil.gov or via fax to Lake County Purchasing Division (847) 984-5889. Questions are requested prior to the Pre-Proposal meeting and are required no less than seven (7) days prior to the RFP due date. Phone: (847) 377-2929.

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EXECUTIVE SUMMARY

The Lake County Emergency Telephone System Board (“LCETSB”) was created in 1989 through a referendum and serves as the 9-1-1 Authority for unincorporated Lake County, Antioch, Beach Park, Deer Park, Green Oaks, Hawthorn Woods, Indian Creek, Island Lake, Kildeer, Lake Barrington, Lake Villa, Lake Zurich, Lakemoor, Lindenhurst, Long Grove, Mettawa, North Barrington, Old Mill Creek, Riverwoods, Third Lake, Tower Lakes, Wadsworth and Wauconda throughout Lake County, Illinois. Pursuant to the State of Illinois Emergency Telephone System Act, the LCETSB is responsible for the administration of 9-1-1 services for unincorporated Lake County as well as the aforementioned Villages. The LCETSB is governed by a seventeen member board representing the various Villages, associations and Public Safety Answering Points (PSAP's). LCETSB is managed by a full time 9-1-1 Coordinator/Mgr., and a staff consisting of a GIS Analyst and a Technology Specialist.

Lake County of behalf of the LCETSB is interested in procuring a 9-1-1 System (“the System”) capable of accepting all calls for emergency services no matter the network of origin. This Request for Proposal (“RFP”) sets forth requirements for software, hardware, maintenance, and other requirements for the System. The System acquired must function in a multiple PSAP environment. LCETSB currently supports four PSAPs. In 1992 a CML Liberty system was installed at all four PSAP's. A CML system upgrade to the CML Sentinel took place in 2001, and is still in place today.

The successful proposer will be expected to provide full implementation and training, periodic upgrading of the System and long-term maintenance support for the System. The requirements of this RFP presume a complete turnkey customer premise (“CPE”) installation reflective of industry standards and recommendations for interconnection.

INVITATION TO SUBMIT PROPOSALS

Lake County Purchasing on behalf of the Lake County ETSB invites Proposers who have an interest or are known to do business in 9-1-1 Phone Systems to submit a Proposal in response to this RFP. All interested Proposers who are not directly contacted are also invited to submit a proposal. This Request for Proposal is subject to terms and conditions on attached sheets.

IMPORTANT:

- 1) Proposers should read the entire document before submitting Information.
- 2) **Proposal MUST BE SIGNED IN INK.**
- 3) The Proposal must be a firm offer open for 120 days from the Proposal due date.
- 4) Please complete the below and return this page with the Proposal attached.

Proposer Name	
Proposer Address	
Proposer Contact Person	
Proposer Contact Person phone number	
Proposer Contact Person Email	

Handwritten signature by Authorized Officer or Agent of Proposer (in ink)

SCHEDULE OF EVENTS

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	Lake County Purchasing	June 2012
2.	Pre-Proposal Conference	Lake County Purchasing & LCETSB Coordinator	June 18, 2012 Time: 2:00 p.m. local time Location: Lake County Central Permit Facility
3.	PSAP Tours	LCETSB Coordinator / PSAP Managers/ Proposers	June 20, 2012 at 9:00 a.m. local time. Proposers should meet at Lake County Sheriff's Office, 1303 N. Milwaukee Ave. Libertyville, IL
4.	Deadline to submit intent to respond	Proposer	July 3, 2012
5.	Deadline to submit questions	Proposer	July 3, 2012
6.	Response to Written Questions/RFP Amendments	Lake County Purchasing & LCETSB Staff	July 3, 2012
7.	Submission of Proposals	Proposer	July 10, 2012
8.	Proposal Evaluations	LCETSB Technology Committee	July and August 2012
9.	Selection of Finalists	LCETSB Technology Committee & ETSB Board	August 2012
10.	Best and Final Offers from Finalists	Proposer	August 2012
11.	Oral Presentation and / or Product Demonstrations by Finalist(s)	Proposer	August 2012
12.	Finalist selected	LCETSB Full Board	August 2012
13.	Site visit(s) of Operating Systems	LCETSB Staff	August 2012
14.	Finalize Contract	Lake County Purchasing, LCETSB Coordinator, LCETSB Attorney, Proposer	August 2012
15.	Contract Award	Lake County Purchasing, LCETSB	September 2012
16.	System installation complete at all 4 PSAPs in Lake County	Proposer, LCETSB Staff, PSAPs	End of November 2012
17.	Warranty Period	Proposer	One year from System Acceptance
18.	Maintenance Period	Proposer	Two years from end of Warranty Period.

Lake County Purchasing and/or LCETSB reserves the right to change the schedule of events

NOTICE OF INTENT TO RESPOND TO LAKE COUNTY RFP #12132

PROPOSER'S NAME

PROPOSER'S TAX IDENTIFICATION NUMBER

NAME OF CONTACT PERSON

PROPOSER'S ADDRESS STREET AND NUMBER

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

EMAIL ADDRESS

This information should be emailed or faxed to the Lake County Purchasing at the address provided below on or before July 3, 2012

Lake County Purchasing Division
18 North County Street, 9th Floor
Waukegan, Illinois 60085-4350
Att'n: Yvette Albarran
purchasing@lakecountyil.gov
FAX: 847-984-5889

I. DEFINITIONS

1. “Acceptance” or “Acceptance Criteria” means the acceptance of the successful Implementation of the System and successful completion and delivery of all Deliverables as set forth herein.
2. “Agreement” means Agreement accompanying this RFP # as Appendix “B”.
3. “ANI & ALI” means Automatic number information and Automatic location information.
4. “Applicable laws” means all laws, ordinances, rules, regulations, orders, interpretations, requirements, standards, codes, resolutions, licenses, permits, judgments, decrees, injunctions, writs and orders of any court, arbitrator, or governmental (federal, national, state, municipal, local or other, having jurisdiction over a party and the location where a particular element of the Deliverables is performed) agency, body, instrumentality or authority that are applicable to any or all of the parties, the Deliverables or terms of the Agreement, including all environmental and hazardous materials laws which are applicable to the Deliverables.
5. “Bug” means any error, flaw, mistake, failure, or fault in a computer program source code, operating system or hardware component that produces an incorrect or unexpected result. Bugs may trigger errors that can in turn have a wide variety of effects, with varying levels of inconvenience to the user of the system, program or hardware. Some bugs have only a subtle effect on the program’s or hardware’s functionality. More serious bugs may cause the software program to crash or freeze or hardware components to fail causing a denial of service to the user.
6. “Compatible” means economically efficient.
7. “Deliverables” means the System, including but not limited to the hardware and software components, maintenance, training, security/disaster recovery, warranty and the design specifications delivered pursuant to this RFP and Proposer’s responding Proposal.
8. “Error”, means any failure of the System, including but not limited to the hardware and software components, to operate in material conformity with the Specifications set forth herein.
9. “Field” or “From the Field” shall refer to a person working outside of the office, either on scene of a critical incident or mobile and not able to have timely access to a computer.
10. “Implementation” means the System is operational which includes completion of the development of the System, design, installation, setup, customization, conversion, testing, training, and other services necessary to configure the software to meet the functionality described in Section III.
11. “Lake County Emergency Telephone System Board” (LCETSB) means the 9-1-1 Authority responsible for the administration of and the coordination of 9-1-1 services to the Members.
12. “Members” means all PSAPs and non-PSAP member agencies in Lake County, Illinois.
13. “NENA” means National Emergency Number Association.
14. “NG” means next generation 9-1-1. NG 9-1-1 is a system comprised of hardware, software, data to provide standardized interfaces from call and message services, process all types of emergency calls including non-voice (multi-media) messages, acquire and integrate additional data useful to call routing and handling, deliver the calls/messages and data to the appropriate PSAPs and other appropriate emergency entities, provide a secure environment for emergency communications.
15. “Proposal” or “Proposer Proposal” means the formal response by the Proposer to this RFP.
16. “PSAP” or “Public Safety Answering Point” means the Lake County Sheriff's Department, Wauconda Police Department, Island Lake Police Department and the Lake Zurich Police Department.
17. “RFP” or “Request for Proposal”, means solicitation of a formal Proposal to provide LCETSB with a phone system necessary to implement the System specified in Section III of this document. The Proposals shall be used in part to determine which Proposer will be selected as the successful Proposer.
18. “Services”, includes but shall not be limited to, Implementation, Warranty services and Maintenance services provided for hereunder.

19. "Source Code" means such software elements written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by System Documentation, including flow charges, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the System in sufficient detail to enable a trained programmer through study of such System Documentation to maintain and/or modify the System without undue experimentation.
20. "Specifications" means LCETSB's requirements for software, hardware, Warranty, Maintenance, Training, and the Security/Disaster plan and services as described in Section III of this RFP and the responding Proposal.
21. "System" shall refer to the developed software, hardware, and processes that are the subject of this RFP.
22. "System Documentation" means all user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, a complete AS BUILT of the final installation, and other information provided by the successful Proposer relating to the System, whether distributed in print, electronic, or video format.
23. "Proposer" means the entity or person submitting a Proposal to this RFP.
24. "Proposer's Software" means the software used in the development or operation of the System and was previously developed by the Proposer.

II. ADMINISTRATIVE INFORMATION

- A. **ISSUING OFFICE:** This Request for Proposal is issued by the Lake County Purchasing Division on behalf of the LCETSB. Lake County Purchasing is the sole point of contact on this RFP unless otherwise stated. Upon issuance of this RFP all Proposers are prohibited from contacting any Members or representatives of LCETSB including but not limited to PSAP employees and representatives, LCETSB Board of Director members, consultants, attorneys, and members of any evaluation team engaged by LCETSB. The Lake County Purchasing Division should be contacted should any questions arise regarding the identity of such persons. If contact is identified it may be grounds for disqualification of Proposers under this RFP.
- B. **PURPOSE:** LCETSB is seeking proposals from Proposers who can provide a System for LCETSB in accordance with the scope and specifications as set forth in this RFP.
- C. **SCOPE:** This RFP contains the instructions governing the Proposal to be submitted and the material to be included therein, including mandatory requirements which must be met to be eligible for consideration. Do not submit only marketing and technical brochures about the product being proposed.
- D. **OTHER SOLUTIONS:** Proposers are invited to identify other solutions or Specifications that will provide the essence of the Deliverables sought in this RFP and will allow LCETSB to accomplish its purpose.
- E. **INQUIRIES:** Prospective Proposers may make written inquiries concerning this RFP for the purpose of obtaining clarification of the requirements as set forth herein, or for other appropriate and timely inquiries regarding this RFP. Inquiries should be sent via email to:

Lake County Purchasing Division; purchasing@lakecountyil.gov

Response to Proposer's inquiries will be made in writing and delivered via e-mail. Any oral interpretations or clarifications to this RFP shall not be relied upon. All changes to this RFP must be in writing and accepted by Lake County Purchasing to be valid.

- F. **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by the Proposer prior to the proposal due date. The Proposal must be a firm offer open for 120 days from the proposal due date.
- G. **PROPOSAL SUBMISSION:** Proposals must be received on or before the date and time indicated in the Schedule of Events. Late Proposals will not be accepted. It is the responsibility of the Proposer to ensure that the Proposal is received on or before the Proposal closing date and time. Proposers mailing their Proposals shall allow sufficient mail delivery time to ensure timely receipt of their Proposals. The Proposal package shall be delivered or sent by mail to:

Lake County Purchasing Division
Att'n: Yvette Albarran
18 North County Street, 9th Floor
Waukegan, Illinois 60084-4350

LCETSB Request for Proposal Cover Sheet must be signed in ink by an officer or other representative of the Proposer legally authorized to bind the Proposer to the Proposal. Proposals that are determined to be at variance with RFP requirements may not be accepted. Proposals must be submitted in a sealed package displaying the following information on the outside of the envelope:

PROPOSER'S NAME & ADDRESS
RFP TITLE
RFP – NO #12132

- H. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, an addendum will be provided to each Proposer who received the original RFP, or who responded to the RFP. It is the responsibility of Proposers, prior to the proposal due date, to inquire as to addenda issued and ensure their Proposal reflects any and all changes.
- I. PROPOSER'S INTERVIEWS: Proposers who are deemed most qualified after initial evaluation may be asked to interview.
- J. COST DATA/BUDGET: Proposals must include the detailed cost to Lake County Purchasing for each Deliverable as set forth. Estimated proposal costs are not acceptable.
- K. CONFIDENTIAL/PROPRIETARY INFORMATION: All business and technical information contained within the submitted Proposal and specifically marked **confidential** will only be provided to the persons participating in the acceptance of the RFP or contracting process. All remaining non-confidential Proposal materials will be available for public inspection after the final award process.

Notwithstanding the forgoing, Proposals may be considered public records after opening pursuant to the applicable provisions of the Illinois Freedom of Information Act (FOIA).

- L. RFP RESPONSE MATERIAL OWNERSHIP: The Proposal and all material submitted by the Proposer regarding this RFP shall become the property of the Lake County Purchasing Division. Lake County Purchasing reserves the right to use any and all information and material presented in the Response to the RFP, subject only to limitations otherwise set forth herein. This right is not eliminated if the Proposer is not selected or disqualified.
- M. RFP SUBMITTAL PROCESS
 - a. Late proposals will not be accepted or considered.
 - b. Proposals must address all RFP requirements.
 - c. Partial or incomplete Proposals will be rejected.
 - d. All costs incurred by the Proposer while preparing the Proposal, or costs incurred in any other manner by the Proposer in responding to this Proposal will be the responsibility of the Proposer.
 - e. Proposers shall furnish all the information required by this RFP and are expected to examine all instructions and specifications provided herein. Should the Proposer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in

any response, it shall be the responsibility of the Proposer to call such matters to the attention of the Lake County Purchasing Division. Failure to do so will be at the Proposer's risk. All official changes to this RFP will be issued in writing by the Lake County Purchasing Division.

- f. Any final selected Proposers, will be required, at their own expense, to make a formal presentation of their Proposal to the evaluation team and possibly to the LCETSB Board. Presentations must include at a minimum an outline and overview of the Proposer's proposed solution, implementation process, maintenance, and a demonstration of their operating system and a description of hardware components.
- g. The selection of the successful Proposer will be announced to the selected Proposer by telephone and in writing.

N. RIGHTS RESERVED: While Lake County Purchasing on behalf of the LCETSB has every intention to award an Agreement as a result of this RFP, issuance of this RFP in no way constitutes a commitment by Lake County Purchasing and/or LCETSB to make such an award. Upon a determination that such actions would be in its best interests, Lake County Purchasing and/or LCETSB in its sole discretion reserves the right to:

- 1. Waive any formality;
- 2. Cancel or terminate this RFP, at any time, without penalty;
- 3. Reject any or all Proposals received in response to this RFP;
- 4. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP, which would result in any significant impact on any Proposals;
- 5. Make any investigations it deems necessary to evaluate the Proposer's ability to perform;
- 6. Not award, or if awarded, terminate any Agreement if LCETSB determines adequate funds are not available, or it elects not to pursue this project.
- 7. To seek clarification of Proposals. Proposers shall designate a contact person and telephone number for questions that may arise during the Proposal evaluation period as designated on the RFP Cover Sheet.
- 8. Issue amendments in the form of addenda to this RFP prior to the date of the Proposal. Copies of such addenda will be provided to interested Proposers who have submitted a notice of intent to submit a Proposal.
- 9. Issue amendments after the date of Proposal openings. All Proposers submitting Proposals will be sent any such amendments.

O. ACCEPTANCE OF PROPOSAL CONTENT AND AGREEMENT TERMS: The contents of the Proposal of the successful Proposer will become contractual obligations to the extent consistent with the terms of the Agreement, this RFP, and the Proposal. Failure of the successful Proposer to accept these obligations in the Agreement may result in cancellation of the award, and such Proposer may be removed from future solicitations. The submission of a Proposal acknowledges acceptance by the Proposer of all terms and conditions, including acknowledgement that acceptance includes a requirement that the Proposer execute the Agreement in a form substantially consistent with Appendix "B", which is attached to this RFP and incorporated herein by this reference.

P. NON-DISCRIMINATION: The Proposer shall comply with all applicable state and federal laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex.

- Q. PARENT COMPANY: If a Proposer is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the Proposal.
- R. NEWS RELEASES: News releases pertaining to this RFP shall not be made prior to execution of the Agreement without prior written approval of Lake County Purchasing and/or LCETSB.
- S. TAXES: LCETSB is a purchaser designated as a tax exempt organization, however, when materials are purchased, the Proposer may be required to pay sales tax even though the ultimate product or service is provided to LCETSB. This sales tax will not be reimbursed by LCETSB.
- T. ASSIGNMENT: The Proposer may not assign any portion of the Agreement and may not subcontract any part of the Agreement or Services to be performed without the prior written consent of Lake County Purchasing.
- U. AVAILABILITY OF FUNDS: Financial obligations of LCETSB payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in subsequent fiscal years. In the event funds are not appropriated, any contractual obligations related thereto will become null and void, without penalty or liability to LCETSB.
- V. RELATED EXPERIENCE STATEMENT: The Proposal must contain a statement of Proposer's prior experience in similar government projects, including:
1. A list of previous and current Agreements of a similar nature, if any, awarded to the Proposer with a description of the project, the name and contact person representing the other party.
 2. Description of Proposer's management, technical expertise and a listing of its projects and accomplishments in developing, installing and implementing a 9-1-1 system.
 3. At least three references from similar projects (include name, address, telephone number, a description of the project to which the reference relates and the date the project was completed).
 4. Written authorization providing Lake County Purchasing and/or LCETSB the right to contact the references and past performance of Proposer or their employees, with respect to its successful performance of other services.
- W. PREPARING AND SUBMITTING A PROPOSAL: The evaluation and selection of a Proposer will be based on the information submitted in the Proposer's proposal, required on-site visits or oral presentations and such other information gathered by or made available to LCETSB through the evaluation process.

Each point by point response from the proposer must be answered with one of the following responses:

Understood – The Proposer completely understands the specific requirement, conditions and/or desires that the RFP has set.

Comply – The proposed solution will fully meet requirements, and functionality is currently supported in the current product software release.

Exception – The proposed solution complies partially with this requirement. Any exception must be explained. If a Proposer takes exception but an alternative to the requirement is recommended, the alternative must be explained and any cost identified. Exceptions will be evaluated and considered but are not necessarily acceptable solutions to the requirement as expressed.

Does not Comply – The proposed solution does not fully comply with this requirement.

Explanation – Response requires an answer to a question rather than a stated requirement.

1. Proposal Organization and Format: Proposals should be typed and submitted on 8.5 by 11 inch paper. Proposals should be organized and presented in the order as specified below. Proposals must be organized with the following headings. Each heading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:
 - a. Invitation to submit proposals (signed)
 - b. Cover Letter
 - c. Executive Summary
 - d. Proposer Profile
 - e. System Specification Requirements (point – by – point response to the RFP)
 - f. System Diagrams
 - g. System Options
 - h. Hardware Specifications (by PSAP)
 - i. Software Specifications
 - j. Maintenance
 - k. Warranty Information
 - l. Pricing
 - m. References/ Install Base List/Project Manager References and Project timeline
 - n. Form of Agreement

- X. **EVALUATION OF PROPOSALS**: The 9-1-1 Coordinator will coordinate the evaluation of Proposals in accordance with the evaluation factors stated below. Such evaluation may include consideration of Proposals by an evaluation committee (ETSB Technology committee) appointed by the LCETSB Chairman. After the initial review of the Proposals, the Proposers may be asked to make an oral presentation/demonstration in support of their proposals. Upon final considerations, the LCETSB Technology Chairman and/or the 9-1-1 Coordinator will make recommendations to the full LCETSB board. The LCETSB Board of Directors will make the final selection decision.

Proposals will be evaluated considering, but not necessarily limited to, the following criteria:

1. The overall approach to the project.
2. Proposer's qualifications. Proposer's fiscal qualifications. Financial viability and stability will be considered.
3. The number of successful Systems deployed by Proposer for Government agencies that are similar to the solution being proposed for LCETSB. References.
4. Completeness of Proposal.
5. The warranty, maintenance and upgrade plan in the Proposal.
6. Ease of use of proposed solution.
7. The ability of the Proposer to provide an interface to the existing administrative phone systems located at all PSAP's. The ability of the Proposer to provide a shared phone system between all PSAPs.
8. Backup/Disaster Recovery capabilities.
9. Security Practices
10. Schedules for delivery and installation.
11. Total costs.

Y. AWARD: After Proposals are opened, meetings may be held with the Proposers determined to be most responsive. Discussion may be held to clarify requirements and to make minor adjustments in services to be performed and in related costs. Any change to the Proposal shall be submitted and confirmed in writing by the Proposer. Lake County intends to award this RFP to a single responsible Proposer whose proposal is determined to be the most advantageous to the County, based on the evaluation criteria set forth herein. It is the intent of Lake County to enter into an Agreement incorporating the terms and conditions of this RFP.

III. SCOPE OF WORK AND SPECIFICATIONS FOR THE DELIVERABLES

A. Scope of Work/Deliverables

For LCETSBs Background, Mission, Vision, Value's please visit our web site at www.lakecounty911.org

1. Public Safety Answering Points

The LCETSB 9-1-1 System covers four (4) PSAPs. The 9-1-1 PSAPs in Lake County Emergency Telephone System Board's authority are as follows;

- Lake County Sheriff's Department PSAP
1303 N. Milwaukee Ave., Libertyville, IL 60048
- Wauconda Police Department PSAP
311 S. Main Street, Wauconda, IL 60084
- Island Lake Police Department PSAP
3720 Greenleaf Ave., Island Lake, IL 60042
- Lake Zurich Police Department PSAP
200 Mohawk Trail, Lake Zurich, IL 60047

2. Current Status

The population in Lake County is *estimated* 736,000 residents.

LCETSB has 4 PSAPs that extend boundaries (based on fire protection districts) into neighboring counties. Those counties are: Lake, McHenry, and Cook. The PSAPs are equipped with Computer Aided Dispatch Systems, (EnRoute and Vision). Each PSAP operates on different radio systems, each PSAP is equipped with a NICE Logger for audio recording of all radio and phone traffic that occurs in the dispatch center, and all of the PSAPs have CML Sentinel Phone Systems.

Today, the primary PSAPs and their backup PSAPs are standalone systems that do not allow dynamic overflow between locations. Moving traffic between these locations is a manual transfer or caused by overflow into the 9-1-1 system.

Current Status of PSAPs

PSAP	9-1-1 Trunk Lines	ADMIN Lines	Ring Down Lines	Number of Positions	Current Admin Phone System	CAD System	Logger	Radio System
Island Lake	0 trunks dedicated voice and data line	4		2	AT&T Merlin	EnRoute	Nice	Lake County's Harris 800 Mhz trunked system
Lake Zurich	8 Wireline 2 Wireless	16	1	5	Mitel	EnRoute	Nice	Zetron
Lake County	13 Wireline 4 Wireless 1 VOiP	9 external 10 internal	0	8	Mitel MCD 3300	EnRoute	Nice	Harris 800 Mhz trunked system
Wauconda	10 Wireline 4 Wireless	18	1	4	Comdial FX Series	EnRoute	Nice	StarCom21

3. Project Objectives

LCETSB is interested in obtaining a robust 9-1-1 system capable of accepting all calls for emergency services no matter the network of origin (PSTN, VoIP, and VoIM) in an efficient and accurate manner.

LCETSB is interested in ongoing reduced system replacement costs, enhanced call taker capability, remote diagnostics, possible networking between PSAPs to allow backup support during high volume, and a system architecture designed to accept future types of calls.

The identified requirements focus on supporting a complete turnkey customer premise equipment (CPE) installation utilizing NG9-1-1 industry standards or recommendations for interconnection.

4. Deliverables

- a. **Software**, what are the software requirements that are needed for the System.
- b. **Hardware**, what are the hardware specifications for the System.
- c. **Maintenance**, services plan that meets the Specifications as set forth herein.
- d. **Training**, services and materials as set forth herein.
- e. **Security/Disaster Recovery**, plan as specified herein.
- f. **Warranty** services plan that meets the Specifications as set forth herein.

B. System Specifications / Requirements

1. Software Requirements. If any software license requirements are needed, LCETSB requests costs for an enterprise licensing for the LCETSB agencies.
- Any and all software requirements must be disclosed by the Proposer. This would include operating system compatibility along with support applications and version requirements.
- The System shall be built on secure, open standards so that interoperability with other NENA-Compliant systems and ESInets is assured.
- The System shall comply with all ADA requirements. This shall include the ability to reach TDD devices activating BAUDOT and ASCII tones. The two-way TDD/TTY conversation must be stored on the Application/Telephony Virtual Server.
- The System shall contain modules that allow for programming extensions to include 9-1-1 star codes, ten digit ADMIN lines, and ring down lines.
- Under no circumstance shall a failure in any system component disable more than 50% of the phone positions in each PSAP or cause the complete isolation of the PSAP from calls it receives from the Emergency 9-1-1 Routers in Illinois.
- The System shall be able to support all administrative telephone functions on the same system. It is our intent not to manage separate administrative line phone systems and a 9-1-1 system. While the 9-1-1 lines will be routed through the system, the administrative lines will continue to terminate at each PSAP. Those lines must then be connected into the system locally through a gateway.
- The System shall have a comprehensive reporting system that allows reports to be sorted and searched based on the following criteria:
 - a. Line
 - i. Incoming and outgoing
 - ii. Wireline, wireless, VOIP, and provider
 - b. Position
 - c. Call taker
 - d. Time of Day/ Day of week
 - e. Daily, Weekly, and Annual call volume
 - f. Call back number
 - g. Name of caller
 - h. Abandoned calls
 - i. Time on hold
 - j. Time of answer
 - k. Transfer of calls
 - l. Class of Service
 - m. Address or Coordinate (ALI)
 - n. ANI/ALI Time of Initiation
 - o. ANI/ALI Time of Pickup

- p. ANI/ALI Time of Disconnect
- q. ESN
- r. LEC

The PSAPs need the ability to pull reports at their location as well as LCETSB staff at LCETSB's office location.

- The System shall have a single administration interface across all sites. Changes made at the main site must be automatically populated to remote sites in a manner that does not result in system hardware or software errors resulting in lost 9-1-1 calls or 9-1-1 functionality.
- Version upgrades, fixes, and maintenance to the System shall only be applied after tested in a production environment. The Proposer shall systematically deploy one PSAP at a time and have the ability to roll back to previous operating conditions if problems arise.
- The System must have Administrator, Individual User access levels. The Administrator must have the ability to set up different user rights and privileges for each individual.
- The System should be compatible with current CAD systems to allow a complete ANI/ALI push during a 9-1-1 call.
- The System must support commonly used printers and fax machines allowing the user to print reports.
- The Proposer must include the minimum hardware requirements for operating the System at each PSAP.
- The System shall accurately display ANI/ALI, be compatible with Phase 0, Phase I, and Phase II wireless calls and VOIP calls. ANI/ALI display must be configurable and able to display all information provided on the ANI/ALI data string.
- The ANI/ALI Controller shall allow E9-1-1 calls to be routed to a designated alternate location if all call takers are busy. The ANI/ALI Controller Switch shall provide the capability for an established E9-1-1 call to be transferred by the call taker on an outgoing trunk to another PSAP without requiring a hook flash signal. The transfer shall be initiated by the single click of a transfer button and shall be transparent to the tandem. The ANI shall be transmitted with the transferred call.
- The ANI/ALI Controller shall capture and store for 18 months all available information pertaining to each 9-1-1 call on the application/telephony virtual server and be accessible for intuitive reporting.
- The Proposer shall provide pricing to supply and integrate the system to a GPS Master Clock. The Master Clock will be centrally located and shall act as a time server which will be accessed by remote sites via existing or future network infrastructure.

- The system shall have an audible alarm notification at the consoles to alert of any failure or outage on the system.
- LCETSB requires that a single headset be used for phone and radio audio without the requirement for manual switching between the two.
- The System may be a self hosting System. The ideal solution would allow the Proposer or one of the LCETSB PSAPs to host the server and network the other 4 PSAPs together, ultimately expandable to other PSAPs. If this solution is proposed the following must apply:
 - a. The Proposer has successful experience in a self hosting environment for a minimum of 12 months prior to submitting their proposal and the Proposer can provide references to confirm the success of their hosting project.
 - b. The equipment that is on site at each PSAP will allow the PSAP to fully operate if there was an outage between the hosting server and the remote PSAP.
 - c. The system is fully redundant.
- Access and ability to intelligent routing and communications features. The solution is preferred to have more flexibility for backup and failover. The new architecture will connect the primary PSAP to other locations over an IP connection. This advanced capability will allow the ability to leverage the other PSAPs as part of the primary for call taking. Calls can be dynamically routed between the PSAPs based on agent availability and skills.
- Redundant Architecture. The System will be designed with multiple layers of redundancy. The primary locations will be equipped with dual – call processor technology with seamless failover. If either of the call processor servers fails, the other processor automatically takes over processing without any impact to calls. If the system is operating on a primary “hosted solution” the secondary site will be equipped with a local survivable server and can function as a standalone site if communications to the primary site is lost.
- VOIP Technology to the desktop. This will provide the PSAP a second level of redundancy at the 9-1-1 call taker stations. The proposed solution will leverage integration between the IP telephony system and the Workstation. In the event of a workstation failure, the call will remain active on the telephone. The 9-1-1 call taker will continue to have critical call control features like conference, transfer, speed-dials etc.
- Open Interface to Other Applications: The solution must have proven integration with many third party applications to include; CAD, Radio, and Logging recorders.
- The System shall be redundant of vital system components at each PSAP location. With the vital role of 9-1-1 equipment, failures must be limited or mitigated through redundancy. This not only includes redundancy as it relates to a single computer function, but to the system as a whole. It is generally noted that the NG9-1-1 allows for ease in rerouting calls in emergency, but it is critical that the Proposer identifies how they would protect the system as a whole.

- LCETSB would prefer a solution that includes the Proposer providing the following:
 - a. Physical support of the system
 - b. 3 years of Software upgrades to the system
 - c. 3 years of all hardware support and all hardware replacement for defects, failure, or needed upgrades to maintain superior performance of the System.

C. Next Generation 9-1-1

The Proposer must provide a commitment to LCETSB that they will provide software, equipment and/or services that meet, are capable of meeting, and /or that will meet NENA NG9-1-1 requirements and standards now available or as they become available in the future.

1. The Proposer shall describe their development status for Next Gen 9-1-1, what they have to offer, and if they are currently following NENA recommendations, requirements, and standards. Once a standard is adopted by NENA the Proposer must commit to complying with NENA standards within six (6) months after formal availability. The cost to comply with NENA's NG standards is solely the responsibility of the Proposer.
2. The Proposer shall describe the programs it is participating in to test their NG System with products from other Proposers.

D. Open Source Reliance

The Proposer shall describe if the proposed solution utilizes open source software/products and detail what, if any, are utilized. The Proposer shall describe how product enhancement control is maintained independent of open source community advances. The Proposer shall describe any risk associated with utilization of open source software.

E. License Fees for Proposer's Software

1. Proposer will provide its license fees ("License Fees") for licensing Proposer's Software as follows:
 - a. A server based license for each Member.
 - b. Seat licenses for each Member
 - c. LCETSB is always interested in a solution that provides "enterprise licensing". Please discuss this possibility with your response.

F. Acceptance Standards

1. LCETSB may inspect and test all Deliverables. If non-conformance to the Specifications as set forth herein occurs, LCETSB and the Proposer will closely cooperate to identify and correct the cause(s) of the problem(s). LCETSB has no obligation to accept non-conforming Deliverables.

2. LCETSB shall notify Proposer within sixty (60) days after deployment of any defect or error or failure of the System.
3. If LCETSB rejects the Deliverables or any portion thereof, the Proposer will, at the Proposer's option, repair, adjust, or replaced the rejected Deliverables to the satisfaction of LCETSB within five (5) days of notice of such rejection unless otherwise agreed to by the parties. If the Proposer is unable to correct such failure to the satisfaction of LCETSB within the time allotted, LCETSB may, in addition to any other rights LCETSB may have in law or equity or pursuant to this Agreement, terminate the Agreement at no cost or obligation to LCETSB. The Proposer shall pay for all damages and liabilities incurred by LCETSB or its Member agencies arising out of or relating to the Proposer's failure.

G. Warranty

1. The Proposer shall provide the Services specified in Maintenance.
2. The Proposer shall warrant that the System shall be free of Errors and Bugs.
3. The Proposer warrants that the System shall function properly under ordinary use and shall operate in conformance with the applicable Specifications and System Documentation from the date of acceptance until the first anniversary of the date of the Acceptance.
4. The Proposer shall warrant that no portion of the System shall contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device", "virus", or other computer components designed to (i) permit access or use of either the System or LCETSB's computer systems by the Proposer or a third party not authorized by the Agreement, (ii) disable, damage, or erase LCETSB's computer systems, or (iii) perform any other such actions.
5. The Proposer warrants that the System is, and shall continue to be, data, program, and upward compatible with any software products available or to be available. This is so the System will operate with other products without the need for alteration, emulation, or other loss of efficiency.
6. The Proposer warrants that in the event of a failure of the Proposer to produce and install the desired System pursuant to this RFP, removal of all Proposer installed hardware and software components will be at the expense of the Proposer. The Proposer must also return the PSAPs to the pre-installation status.

H. Maintenance and Support for the System

Due to the critical nature of emergency communications, the Proposer must propose a plan that addresses its ability to be prepared and able to provide service for the System 24 hours a day, 7 days a week, and 365 days a year. The Proposer shall offer a maintenance service plan that includes:

1. "Normal Maintenance" for problems that do not affect the overall performance of the System, but still require attention. The Proposer shall provide its response times under Normal Maintenance. Maximum response time is ***not to exceed two business days from the time the complaint is received.***

2. “Critical Maintenance” for problems that jeopardize or degrade any part of the System. The Proposer's maximum response is **2 hours, on a twenty – four (24) hour basis, to include weekends and holidays.**
3. The Proposer shall perform semi-annual on site physical inspection of all equipment associated with the System.
4. The Proposer shall be responsible for providing LCETSB staff with methods of contacting the Proposer during business and after hours.
5. Service shall be performed with the System fully operational for 99.999% of the time. The System shall not be rendered inoperable for the purpose of routine maintenance, system software upgrades, or hardware additions.
6. The Proposer shall provide system certified technicians to provide all service on the System. If service is provided by a third party proposer this needs to be clearly identified in the Proposer's response to this proposal. The physical location of the closest service technician and their back up to our area that is certified on the System must be identified.
7. The Proposer shall provide a solution that includes Active System and Active Network monitoring 24 hours a day, 7 days a week, 365 days a year.
8. The Proposer shall provide pricing for software support for year 2 and year 3. If there is a discount available for pre-payment of software supports please specify.

I. Hardware

1. The Proposer will provide Specifications to LCETSB regarding the hardware needed to successfully and efficiently implement and/or use the System. The hardware specifications must be broken down by PSAP.
2. The Proposer shall provide a list of recommended spares for the System.

J. Disaster Recovery/Backup/Security

1. Disaster Recovery
 - a. The Proposer shall define any additional or special equipment or software needed to successfully back up and recover the proposed system.
 - b. The Proposer will provide System Documentation (As Built Diagrams) describing the Systems operation (and/or architecture, operating system dependencies) and procedures used for performing a backup and recovery of the application and related database(s).

2. Security

- a. When implementing the System in each PSAP, the Proposer will provide the System in accordance with the security requirements of each PSAP (i.e. specific encryption and authentication, authorization, logging requirements).
- b. Security measures will be provided in accordance with the information technology industry's best practices. The major components of the security plan will include details concerning the security architecture which includes the Network, Platform, Physical, and Process.
- c. The Proposer's Physical place of business that provides remote support to the System shall provide secure access such as door keys, locks, key cards, security cameras, audible and visual alarms, and system or device labels.
- d. Process
 - i. Process security includes Proposer security policy and procedural documentation that governs the creation, use, storage, and disposal of data, as well as the Systems and networks on which the data resides. Process will also include detailed information concerning secure access methods, as well as account and password requirements for obtaining data.
 - ii. Attention will be given to the privacy of user account information, which will be strictly controlled by the access provider. The successful Proposer will not only provide the listed security best practices, but also provide for data confidentiality, data integrity, and data availability. These security items will need to be detailed in the Proposer's Proposal.
 - iii. Precautions will be provided by the Proposer to protect the Confidential Information in LCETSB's System.
 - iv. The Proposer will provide the name and date of any security certification received by Proposer from a third party.
 - v. The Proposer must identify how your solution will protect our System from network hackers and viruses that attempt to impede the normal operation of a system. The Proposer shall identify how their solution will sufficiently protect our System from attack.
 - vi. All network interfaces connected to either a managed WAN or protected via a Virtual Private Network (VPN) through the public internet must include protection against security attacks.
 - vii. The Proposer must identify your security protocols and interfaces. If additional hardware or software is required, this must be included in the core proposal not priced as an option.

- vii. All PC based machines (servers and workstations) in the network shall have virus protection software installed and functioning. The Proposer shall provide for a mechanism to keep the virus protection up to date that is not dependent upon remote monitoring.

K. Removal of Old System

The Proposer shall be responsible for coordinating and executing the removal of the existing 9-1-1 telephone equipment and cables that are abandoned as a result of the new system installation.

L. System Build Out

The Proposer will procure, receive, build out, and stage the entire system as outlined in the final, negotiated contract process prior to installation at the PSAP. Specifics about the Proposer's intended process for the build out must be included as part of the response to this RFP.

The equipment purchased in this RFP shall be delivered to its proper location(s) and installed by the Proposer without additional cost or expense to LCETSB and at the convenience and direction of LCETSB staff. LCETSB shall not be deemed to have accepted any component or piece of equipment until such time that the System has been installed and operating in accordance with the specifications contained herein.

All work shall comply with the applicable national, state, and local codes and regulations.

M. Training

1. The Proposer shall provide a plan that details training requirements associated with the Implementation of the System. All training course content will be subject to review and approval by LCETSB staff. Training would need to include training for over 90 call takers and must be accommodating to shift work.
2. Proposer's provided training shall include:
 - a. Administrator training
 - b. User training
 - c. Report training

N. Project Manager

It is required that the Proposer assign project managers who are familiar with 9-1-1 networks and IP networks, as well as the proposed system. It is a requirement that the proposal include the project manager's resume with references on similar projects. The Proposer is required to submit a task-oriented project plan detailing the system installation. The project plan must identify a start date, critical dependencies and typical timelines.

O. Pricing

1. **Cost for the System**
LCETSB is expecting detailed cost information.
2. **Cash Flow**
Proposer must provide a projected cash flow schedule for the project.
3. **Cost for Service Plan/ Maintenance year 2 and year 3.**
LCETSB seeks pricing information on the service and maintenance plan offered. The plan should explain what service can be performed by the on site IT staff and what service would be provided by the Proposer. A maintenance agreement should be included in your proposal that details your services.
4. **Additional costs.**
This document is to seek proposals to help LCETSB make an informed decision on the design of our Next Generation System. If you have provided additional design information or equipment components throughout your response, provide financial information to support those items.

COST PROPOSAL COVER SHEET

Proposer is required to provide a supplemental cost sheet detailing costs and equipment for each PSAP.

ITEM	Purchase Cost
Solution A: Next Generation 9-1-1 system. This solution would be for each PSAP to be a standalone PSAP (full backroom equipment and PSAP equipment)	
Solution B: Next Generation 9-1-1 System. This solution is for a centralized solution, one server located at a PSAP, with a failover server located at a redundant site (backroom equipment, redundant equipment, and PSAP equipment)	
Annual Support for Year 2: maintenance 24x7x365 phone and onsite support	
Annual Support for Year 3: maintenance 24x7x365 phone and onsite support	
Annual Software Support for Year 2	
Annual Software Support for Year 3	
Spare Parts: If LCETSB is responsible for purchasing and storing spare parts for the System, the source and this cost needs to be identified.	
Cash Flow: Proposer must provide a projected cash flow schedule for the project.	
Other Costs: Broken down by Product, Service, Hardware, and Software	
Enhancements: Enhancement or System modifications, please provide the hourly rate for programming	

APPENDIX "B"

**AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF A
9-1-1 TELEPHONE SYSTEM FOR
LAKE COUNTY, ILLINOIS**

THIS AGREEMENT is entered into by the between the Purchasing Agent for Lake County on behalf of the Lake County Emergency Telephone System Board (LCETSB), and _____ (Awardee).

RECITALS

WHEREAS, Lake County is seeking a Awardee for Lake County Emergency Telephone System Board (LCETSB); and

WHEREAS, the Awardee has the ability to provide services defined in the Agreement Documents; and

WHEREAS, Lake County Purchasing Division Request for Proposal Number _____ in connection with this procurement: and

WHEREAS, the Purchasing Agent and the Lake County Emergency Telephone System Board Technology committee have determined that the Proposals submitted by the Awardee on _____, 2012 is the most advantageous proposal received, and best serves the interest of the Lake County Emergency Telephone System Board.

NOW THEREFORE, Lake County and the Awardee AGREE AS FOLLOWS:

SECTION 1. AGREEMENT DOCUMENTS

The Agreement Documents that constitute the entire agreement between Lake County and the Awardee are:

- A. This Agreement and all exhibits thereto including
- B. Request for Proposals (RFP) Number _____ dated _____ 2012
- C. The Awardee's Response to Request for Proposals Number _____ dated _____

In the event of conflict between the RFP as modified herein and the Response to Request for Proposals Number _____, the provisions of the RFP shall control.

SECTION 2. SCOPE OF WORK

The Awardee agrees to provide services in accordance with the Agreement Documents.

SECTION 3. DURATION

This Agreement will commence upon execution and remain in effect through completion. Project must be completed in its entirety on or before December 31, 2012.

SECTION 4. INDEMNIFICATION

The Awardee 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 Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Lake County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 5. INSURANCE

The Awardee 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 and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- **Worker’s Compensation Insurance** covering all liability of the Awardee arising under the Worker’s Compensation Act and Worker’s Occupational Disease Act at statutory limits.

- **Comprehensive General Liability** in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than.

General Aggregate Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

The Awardee agrees that with respect to the above required Comprehensive General Liability and Automobile Liability insurance, the County shall be:

- named as additional insured **by endorsement** as their interest may appear;
- provided with thirty (30) days notice, in writing, of cancellation or material change;
- provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Purchasing Division, 18 N. County St, Waukegan, IL 60085-4350.

SECTION 6. AGREEMENT PRICE

(To be determined from RFP response). A Purchase Order will be issued for the work covered by this RFP. The Awardee shall submit invoice(s) detailing the product and services provided. Identify the Purchase Order number on all invoices. Payment shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 7. JURISDICTION, VENUE, CHOICE OF LAW:

This contract 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.

SECTION 8. 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 Awardee 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 Awardee's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Awardee with any or all losses incurred, including attorney’s fees and expenses.

SECTION 9. INDEPENDENT CONTRACTOR

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

SECTION 10. WARRANTS

The Awardee represents and warrants to Lake County that none of the materials will in any way infringe upon the property rights of others. The Awardee shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

SECTION 11. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned or altered without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 12. 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 8 of the Lake County Purchasing Ordinance.

SECTION 13. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 14. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 15. NON-DISCLOSURE PROVISION

The Awardee hereby agrees to abide by the following terms and conditions with regards to any information or records, including electronically stored data or media that the Awardee receives from the County, the employees or agents of the County or Lake County's elected officials as a result of this Agreement. This non-disclosure provision, in its entirety, shall survive the termination of this Agreement.

This provision shall apply to the performance of services as agreed and as are actually performed. The County and Awardee agree and understand that the rendering of services by Awardee pursuant to this Agreement shall in no way alter the County's, or its elected officials', exclusive supervision, management, and control of their property and records.

The Awardee agrees not to sell, assign, license, market, transfer or otherwise engage in any unauthorized use of the information or records received from the County, the employees or agents of the County or Lake County's elected officials. The Awardee further agrees not to copy such records for, or otherwise disclose such records or information to a third party or entity without the express written consent of the County Administrator for the County or the applicable elected official. Awardee will instruct its personnel to keep all such records and information confidential and to use the same care and discretion with regards to those

records and information as they would use with data belonging to Awardee that Awardee has designated as confidential. Awardee agrees to continue to use safeguards to prevent the unauthorized use or disclosure of these records or information until the Awardee either destroys such records or returns those records to the County or elected official.

If the Awardee receives a third party request for the records of Lake County or elected official, including any request pursuant to the Illinois Freedom of Information Act, Awardee agrees to refer that party to the County Administrator and/or the appropriate elected official, so that the County may respond to said request.

The disclosure of information or records, when mandated by state or federal law, court order or lawful subpoena, shall not constitute a breach of this agreement so long as the Awardee notifies the County Administrator and/or the appropriate elected official, upon receipt of such request and cooperates with efforts by the County or applicable elected official should they attempt, at their own expense, to challenge such a request.

Awardee agrees to immediately notify the County Administrator and/or the applicable elected official if it becomes aware of any unauthorized use or disclosure of records or information belonging to the County or its elected officials. Awardee further agrees that it will destroy or return any records or copies of records, including electronically stored data or media, received from the County, the employees or agents of the County or Lake County's elected officials within eight years from the termination of this Agreement. If said destruction is not witnessed by an agent, employee or officer of the County, Awardee will send the County Administrator and/or the applicable elected official, written notification confirming the destruction of said records within five days from the date of destruction.

In the event that Awardee commits a breach of this agreement, the County and its elected officials shall retain the right to pursue all legal remedies at law or equity, including monetary damages and/or injunctive relief for that breach. Awardee shall further be obligated to indemnify, save harmless and defend Lake County, its agents, servants, employees as provided herein.

SECTION 16. PROJECT STATUS MEETINGS

Personnel from the Awardee and the County will meet as needed to discuss the progress made by the Awardee and the County in the performance of their respective obligations hereunder since the last such meeting. After the first meeting, the Awardee and the County will notify each other in writing of any problems or circumstances encountered since the last such meeting, which might prevent the Awardee or the County from meeting any obligations hereunder. Each shall bear its own costs for such meetings.

SECTION 17. OWNER'S REPRESENTATIVE

The County shall designate a representative authorized to act on the County's behalf with respect to the Project. The County or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Awardee in order to avoid unreasonable delay in the orderly and sequential progress of the Awardee's services.

SECTION 18. CHANGE IN STATUS

The Awardee shall notify the County promptly 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. The County shall have the option to terminate this Agreement with the Awardee immediately on written notice based on any such change in status.

SECTION 19. OUT-OF-POCKET EXPENSES

All out-of-pocket expenses paid by the Awardee during the installation and training portions of system implementation will be incurred solely at the Awardee's expense.

SECTION 20. INFORMATION SECURITY

In the process of performing services to Lake County the Awardee may come in contact with information deemed important and proprietary to Lake County. The Awardee 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 Awardee's performance in meeting these standards.

SECTION 21. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by the Awardee to the County relative to this Agreement shall be addressed to:

Lake County Purchasing Division
18 North County Street
Waukegan, Illinois 60085

SECTION 22. DELIVERABLES

(To be determined from RFP response.)

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

The Awardee:

RuthAnne Hall
Purchasing Agent
Lake County

Date

Date