

## Winnebago County - Purchasing Department

404 Elm Street Room 202 Rockford, Illinois 61101

(815)319-4380 Purchasing@purchasing.wincoil.gov

REQUEST FOR PROPOSALS	23P-2295	ISSUE DATE	7/31/2023	
RFP TITLE	OFF-SITE SCANNING SERVICES FOR DOCUMENT IMAGING			
RFP DUE DATE	8/31/2023 DUE TIME (CST) 11:00 AM			
SUBMIT 6 PAPER COPIES, PLUS 1 MEMORY STICK		BOND REQUIRED	NONE	

The County of Winnebago, Illinois, hereby solicits qualified and interested firms to submit proposals for **Off-Site Scanning Services for Document Imaging** for the County of Winnebago.

Proposals must be delivered by the date and time listed under **Schedule of Events** to:

Winnebago County Purchasing Department 404 Elm Street - Room 202 Rockford, IL 61101

#### **OVERVIEW OF THE COUNTY OF WINNEBAGO:**

The County of Winnebago is a unit of local government in the State of Illinois with a current population of almost 300,000 as estimated by the US Census Bureau, within its 519 square miles. It is the 7th most populous County in Illinois. The governing body is the County Board, which is comprised of twenty members. The County has eighteen (18) constructed facilities in various locations totaling approximately 1,684,230 SF.

## **GENERAL REQUIREMENTS**

This is a County Request for Proposals. Proposals will be opened and evaluated in private and submittal information will be kept confidential until a final selection is made.

## SUBMISSION DATE AND TIME

No later than 11:00 a.m. (CST) on August 31, 2023— Proposals received after the submittal time will be rejected. (Refer to Schedule of Events)

#### PRE-PROPOSAL MEETING

There will be a NON-MANDATORY PRE-PROPOSAL MEETING on at 9:30 AM on August 10, 2023 at 720 Chestnut Street, Rockford, followed by a meeting at the County Courthouse, 400 West State St., Rockford, and the County Administration building, 404 Elm St., Rockford, to view the quantity of documents to be scanned. Plan to meet in the parking lot of 720 Chestnut St. Proposers can schedule a time to come back after the Pre-Proposal meeting, but will need to schedule an appointment ahead of time by emailing <a href="mailto:purchasing@purchasing.wincoil.gov">purchasing@purchasing.wincoil.gov</a>

## **SCHEDULE OF EVENTS**

7/31/2023	RFP Solicitation is made available on our website wincoil.gov
8/10/2023	Non-Mandatory Pre-Proposal Meeting 9:30 AM- Meet at 720 Chestnut Street, Rockford, Illinois 61101
8/15/2023	Questions emailed to purchasing@purchasing.wincoil.gov by 2:00 PM
8/18/2023	Questions answered via Addendum sent and posted on website by 12:00 PM
8/31/2023	RFP submittals due by 11:00 AM

**CONTACT PERSON**: Ann Johns, Director of Purchasing – purchasing@purchasing.wincoil.gov

Any communication regarding this invitation between the date of issue and date of award is required to go through a contact listed above. Unauthorized contact with other County Officers or employees is strictly forbidden and may result in disqualification of Responder's Proposal.

- 1. Any item not specifically mentioned, but necessary for the delivery and operation of the system shall be included in this RFP.
- 2. The proposal must include infrastructure, management and professional services necessary for supporting the scanning needs of the County.
- The requirements should be met by all proposals. Where the proposal differs
  from the requirements, the Vendor shall note the difference and describe how
  the proposal will meet the County's needs without including the specific
  requirements.
- 4. Where applicable, vendor should plan on providing demonstrations covering the features of their proposal. Vendor on-site visits in advance of proposal submission will be allowed and scheduled upon request.
- 5. Proposal Subject of any email response with proposal attachment should read "Proposal for Off-Site Scanning Services".

Clarification and/or Questions shall be submitted by email to <a href="mailto:purchasing@purchasing.wincoil.gov">purchasing@purchasing.wincoil.gov</a> and no later than the question deadline indicated in the **Schedule of Events**.

All proposals are subject to staff analysis. The County reserves the right to accept or reject any and all proposals received, and waive any and all technicalities.

Please review this document carefully.

#### **SECTION ONE: GENERAL CONDITIONS**

#### **AMERICANS WITH DISABILITIES ACT**

The Proposer will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act, including 28 CFR Parts 35 and 36.

#### **CANCELLATION**

The County of Winnebago reserves the right to cancel any Contract in whole or in part without penalty due to failure of the Proposer to comply with terms, conditions and specifications of their awarded Contract.

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of this Proposal or acceptance of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, Contracts, and Subcontracts. Where the Proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation in their proposal response.

Additionally, for all new Proposer's and Proposer's to be paid, the Purchasing Department will review the Federal and State Excluded Parties List System prior to requesting the Proposer be created in our accounting system.

#### **COMPLIANCE WITH LAWS**

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful Proposer must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

The Proposer must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Proposer must require any and all Subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this Proposal and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this Contract, additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the Proposer/Composer will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the Proposer, it reserves the right to reject any Proposal, cancel any Contract and pursue any other legal remedies deemed necessary.

#### **COST OF THE PROPOSAL**

Expenses incurred in the preparation of Proposals in response to this RFP is the Proposer's sole responsibility. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting Proposals, providing additional information when requested by the County, or for participating in any selection interviews.

## **DISPUTES**

In case of disputes as to whether or not an item or service quoted or delivered meet specifications, the decision of the Director of Purchasing, or authorized representative, shall be final and binding to all parties.

#### FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a Proposal will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a Proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act.

Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

#### **INDEMNITY**

The Proposer shall, at all times, fully indemnify, hold harmless, and defend Winnebago County and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Contract by the Proposer and its employees, or because of any act or omission, neglect or misconduct of the Proposer, its employees and agents or its Subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Proposer's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting Winnebago County and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Proposer shall likewise be liable for the cost, fees and expenses incurred in Winnebago County's or the Proposer's defense of any such claims, actions, or suits. The Proposer shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

#### **NON-COLLUSION**

The Proposer, by its officers, agents or representatives present at the time of filing this RFP, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Proposer's, or with any public officer of the County of Winnebago, Illinois, whereby, the Proposer has not paid or is to pay to such Proposer or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Proposer(s). Whereby, no inducement of any form or character other than that which appears upon the face of the RFP will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said RFP or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this RFP.

#### PROMPT PAYMENT ACT

The Proposal should provide that all payments are subject to Local Governmental Prompt Payment Act.

#### **PROTEST**

Firms wishing to protest any RFP and/or awards shall notify the Director of Purchasing in writing within five (5) calendar days after the RFP due date/opening. The notification should include the RFP number, the name of the firm protesting and the reason why the firm is protesting the RFP. The Director of Purchasing will respond to the protest within five (5) calendar days.

## **RESERVATION OF RIGHTS**

Winnebago County reserves the right to reject any or all Proposals failing to meet the County specifications or requirements and to waive technicalities. If, in the County's opinion, the lowest Proposal is not the most responsible Proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County. Intangible factors, such as the Proposer's reputation and past performance, will also be weighed.

The Proposer's failure to meet the mandatory requirements of the RFP will result in the disqualification of the Proposal from further consideration.

Winnebago County further reserves the right to reject all Proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP. The County reserves the right to award to more than one vendor.

Submission of a Proposal confers no rights on the Proposer to a selection or to a subsequent Contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at Winnebago County's discretion and shall be made in the best interest of the County.

## **TERMINATION, CANCELLATION AND DAMAGES**

The County may terminate based on the Proposer's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Proposer shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Proposer's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Proposer any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Proposer under this Proposal or any unrelated Contract. Winnebago County may terminate any Contract or agreement resulting from this RFP at any time for any reason by giving at least thirty (30) days' notice in writing to awarded Proposer. If the Contract is terminated by the County as provided herein, the Proposer will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

#### PROPOSER'S RESPONSIBILITY FOR SERVICES PROPOSED

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposer's to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

#### WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by an authorized representative of the Proposer or by formal written notice prior to the final due date and time specified for Proposal submission. Submitted Proposals will become the property of the County of Winnebago after the Proposal submission deadline.

However, no Proposer shall withdraw or cancel their Proposal for a period of sixty (60) days after said advertised closing time for the receipt of Proposals; the successful Proposer shall not withdraw or cancel their Proposal after having been notified by the Director of Purchasing that said Proposal has been accepted by the County Board.

The Proposer, by signing the Proposal Bid Form, acknowledges, understands and abides by all of the above "Requirements for Bidding and Instructions to Proposers".

**END OF SECTION ONE: GENERAL CONDITIONS** 

#### SECTION TWO: INSTRUCTION TO PROPOSERS

## INTRODUCTION/BACKGROUND

The County is seeking proposals for Off-Site Scanning Services for Document Imaging.

#### **COPIES OF RFP DOCUMENTS**

- A. Only complete sets of RFP solicitation documents should be used for preparing proposals. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of RFP solicitation documents must be obtained on the County's website.
- C. Submitted Proposals MUST include all forms and requirements as called for in the Request for Proposals. Failure to include all necessary forms and licenses will result in a non-responsive proposal.

#### **EXAMINATION OF RFP DOCUMENTS**

- A. Each Proposer shall carefully examine the RFP and other documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the proposal. Ignorance on the part of the Proposer shall in no way relieve him/her of the obligations and responsibilities assumed under the proposal.
- B. Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the County by email at <a href="mailto:purchasing@purchasing.wincoil.gov">purchasing.wincoil.gov</a> by the Schedule of Events deadline.

## INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the documents. Any inquiries or requests for interpretation must be received *in writing* by the date specified, in the Schedule of Events, emailed to purchasing@purchasing.wincoil.gov

All such changes or interpretation will be made in writing in the form of an addendum and, if issued, shall be posted on the County's website no later than <u>five (5) business days</u> prior to the established Proposal due date. It shall be the Proposer's sole responsibility thereafter to find and download the addendum.

Each Proposer MUST acknowledge receipt of such addenda on the Proposal Signature Form. All addenda are a part of the documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she has received all addenda issued before proposals are opened.

## **GOVERNING LAWS AND REGULATIONS**

The Proposer is required to be familiar with and shall be responsible for complying with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner affect the work. Knowledge of occupational license requirements and obtaining such licenses for Winnebago County and municipalities within Winnebago County are the responsibility of the Proposer.

#### **HOLD HARMLESS CLAUSE**

The Proposer covenants and agrees to indemnify, hold harmless and defend Winnebago County, its Board members, officers, employees, agents and servants from any and all claims for bodily injury, including death, personal injury, and property damage, including damage to property owned by County, and any other losses, damages, and expenses of any kind, including attorneys' fees, costs and expenses, which arise out of, in connection with, or by reason of services provided by the Proposer or any of its Sub-consultant(s) in any tier, occasioned by the negligence, recklessness, or intentionally wrongful conduct of the Proposer, or its Sub-consultant(s) in any tier, their officers, employees, servants or agents. In the event that the completion of the project (to include the work of others) is delayed or suspended as a result of the Proposer's failure to purchase or maintain the required insurance, the Proposer shall indemnify the County from any and all increased expenses resulting from such delay.

Should any claims be asserted against the County by virtue of any deficiency or ambiguity in the plans and specifications provided by the Proposer, the Proposer agrees and warrants that Proposer shall hold the County harmless and shall indemnify it from all losses occurring thereby and shall further defend any claim or action on the County's behalf.

## PREPARATION OF PROPOSALS

Signature of the Proposer: The Proposer must sign the proposal forms in the space provided for the signature. If the Proposer is an individual, the words "Doing Business As", or "Sole Owner" must appear beneath such signature. In the case of a Partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature.

If the Proposer is a limited liability company, the title of person signing the Proposal on behalf of the limited liability company must be stated and evidence of his authority to sign the Proposal must be submitted.

#### **SUBMISSION OF PROPOSALS**

- A. Proposals shall be submitted to Winnebago County at the designated location not later than the time and date for receipt of proposals indicated in the RFP solicitation, or any extension thereof made by Addendum. Winnebago County's representative authorized to open the proposals will decide when the specified time has arrived and no Proposals received thereafter will be considered. Proposals received after the time and date for receipt of Proposals will be returned unopened.
- B. Winnebago County Purchasing Department receives proposals by paper only. Please DO NOT email or fax proposals.
- C. Each Proposer shall submit with his Proposal the required evidence of his qualifications and experience.

## **REQUIRED COUNTY FORMS**

Proposer shall complete and execute the forms specified in the RFP (Proposal Signature Form, Vendor Registration Form and Suspension and Debarment Certification Form); failure to provide executed documents may result in Proposer being determined to be not fully responsive to the RFP.

#### **MODIFICATION OF PROPOSALS**

Written modification will be accepted from firms if addressed to the entity and address indicated in the Request for Proposals and received prior to Proposal due date and time. Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified by delivery to the County Purchasing Department of a complete Proposal as modified.

All emails shall be marked "Modified Proposal" delivery shall comply with requirements for the original proposal.

#### **RESPONSIBILITY FOR PROPOSAL**

The Proposer is solely responsible for all costs of preparing and submitting the proposal, regardless of whether a contract award is made by the County. *Unless otherwise specified by the Proposer, the County has no less than one hundred twenty (120) day to make a final selection.* 

#### RECEIPT AND OPENING OF PROPOSALS

The properly identified Proposals received on time will be opened by the County Purchasing Department. Any Proposal not received by the Purchasing Department on or before the deadline for receipt of proposals designated in the solicitation or Addendum(s) will not be opened.

#### AWARD OF CONTRACT

- A. The County reserves the right to waive any informality in any proposal, or to re-advertise for all or part of the work contemplated. If proposals are found to be acceptable, written notice will be given to the selected Proposer of the award of the contract. The County reserves the right to reject any and all proposals.
- B. If the award of a contract is annulled, the County may award the contract to another Proposer(s), or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- C. A contract will be awarded to the Proposer(s) deemed to provide the services which are in the best interest of the County.
- D. The County also reserves the right to reject the proposal of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on time.

#### MANDATORY OR NON-MANDATORY PRE-PROPOSAL MEETINGS

If identified in the issued solicitation, the County may conduct a mandatory or non-mandatory pre-proposal meeting and/or allow prospective vendors to inspect the location where the work will be performed. When applicable, the solicitation will identify whether a mandatory or a non-mandatory pre-proposal meeting and/or inspection will be held. The Director of Purchasing, or designee, is responsible for facilitating the mandatory or non-mandatory pre-proposal meeting. The Director of Purchasing, or designee will require that all attendees signin on a Pre-Proposal Meeting Sign-In Form and that form will be maintained as part of the solicitation file.

Open dialog from potential vendors and the County is encouraged during the pre-proposal meeting and/ or inspection as vendor questions may assist the County in identifying potential

gaps in the solicitation and provide valuable information a vendor may need to submit an accurate proposal. Statements made by the Director of Purchasing or designee at a preproposal meeting and/or inspection are not considered revisions or additions to the solicitation.

Any changes made to the solicitation following a pre-proposal meeting must be made in writing and will act as an addendum to the original issued solicitation.

**END OF SECTION TWO: INSTRUCTION TO PROPOSERS** 

## **SECTION THREE: INSURANCE REQUIREMENTS**

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability	
A. Each Accident	\$2,000,000
B. Each Employee-disease	\$2,000,000
C. Policy Aggregate-disease	\$2,000,000
Commercial General Liability	
A. Per Occurrence	\$2,000,000
B. General Aggregate	\$2,000,000
1. General Aggregate- Per project	\$2,000,000
2. General Aggregate - Products/ Completed Operations	\$2,000,000
Business Auto Liability	\$2,000,000
General Umbrella Excess Liability	\$2,000,000
Professional Errors and Omission	\$5,000,000

## CERTIFICATE OF INSURANCE AND INSURANCE REQUIREMENTS

The Proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Winnebago County within fifteen (15) days after award of contract or acceptance of the proposal, with Winnebago County listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Proposer/Proposer. Policies shall be written by companies licensed to do business in the State of Illinois and having an agent for service of process in the State of Illinois. Companies shall have an A.M. Best rating of VI or better.

The County shall be named as an Additional Insured on the General Liability and Vehicle Liability policies.

## **CHANGES IN INSURANCE COVERAGE:**

The Proposer will immediately notify the Winnebago County Purchasing Department if any insurance has been cancelled, materially changed, or renewal has been refused and the Proposer shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits.

If suspension of work should occur due to insurance requirements, upon verification by the County of required insurance, the County will notify Proposer when they can proceed with work.

Failure to provide and maintain required insurance coverage(s) and limits could result in immediate cancellation of the Contract and the Proposer shall accept and bear all costs that may result due to the Proposer's failure to provide and maintain the required insurance.

**END OF SECTION THREE: INSURANCE REQUIREMENTS** 

#### **SECTION FOUR: SCOPE OF WORK**

#### **PROPOSAL INTENT**

The County of Winnebago is issuing this Request for Proposal (RFP) to acquire Off-Site Document Scanning and Indexing Services as described. The County reserves the right to reject any or all proposals or parts thereof and to waive minor irregularities in responses. Qualifications, including relevant experience, will be considered. All documents are sensitive in nature and often have stringent security requirements. The project requires a single point of vendor accountability; thus, **vendor subcontracting is not permitted**. Vendor experience in the scanning, indexing and document identification of court case document types contained within is critical.

The County reserves the right to alter the proposal specification prior to the proposal submission deadline by issuance of an addendum to the RFP. If deemed necessary, additional time may be provided to comply with the specifications in any addendum.

The County reserves the right to reject any or all proposals failing to meet the County's specifications or requirements, and to waive technicalities. The Vendor must perform tasks at the direction of the County.

## **CASE FILE IMAGING SPECIFICATIONS**

- ✓ Vendor must image regular letter and legal-size documents at 300 dpi using a high-quality scanner equipped with Advanced Threshold Technology for optimal imaging quality. During scanning, documents must be cropped and straightened. Documents must be scanned in duplex mode, dropping blank backs by image byte size. Scanners used must have ultra sonic multi-feed detection to eliminate double feeding of documents. Images must be viewed during the scanning process to ensure quality of imaging. Please provide your firm's scanning quality control practice.
- ✓ Scanned images must be placed on a fully labeled Portable Hard Drive and must contain a generic IDX file pointing to each image on the Portable Hard Drive.
- ✓ Upon request, the Vendor will supply an excel list of missing case files that were not sent for groups of case files that have very few cases missing.
- ✓ All documents must be scanned at a 300 dpi multi-page pdf image format. Below is our required image file format. LM and 1997 is used as an example. This would change, depending on case type and year scanned.

```
1997LM00001.pdf
1997LM00002.pdf
1997LM00003.pdf etc......

1998
1998LM000001.pdf
1998LM000002.pdf
1998LM000003.pdf etc......
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## MICROFILM AND DOCUMENT REQUIREMENTS

- ✓ All Film must be 16mm X 215 for the Circuit Clerk Department documents.
- ✓ Filming must be produced at a 40 to 1 reduction ratio.
- ✓ Images on film must be in a cini format on the film Same.
- ✓ Case and Pages (example 00002.1 represents first page of case number 2 on the roll of film.
- ✓ New Case file Bar-Code Sheet: medium level image mark.
- ✓ All pages within each 2-level case number must have a single level image mark
- ✓ Film must have film writing with case and image number next to each image on film as listed above in the example.
- ✓ Produced film must have the following features in order to obtain acceptable high-quality image results: Produced from enhanced digital images that have been fully cropped, rotated, straightened producing perfect film images.
- ✓ Vendor must provide the service of applying polysulfide toning (brown toning) to all required silver duplicate rolls of microfilm. Please provide information of your brown toning process in your response to your quote. Note all film production, film processing, silver duplication with brown-toning must be done in the facility of the case scanning process.
- ✓ All film must be processed at the imaging facility with a processing lab that is monitored monthly by an outside firm, certifying that the film meets specifications for the State of Illinois for archival storage quality, and maintains consistent density standards as outlined by the State of Illinois. Please include in your response, the outside firm that is monitoring your lab, and a copy of your current lab certification available as well as your brown-toning process.
- ✓ Film manufacturer must provide County a no charge disaster recovery service for original film, that has suffered water or smoke damage. Please include all details and guarantees for this service with your quote.
- ✓ After processing, film must be put onto a white square round ANSI approved white spool with a trailer lock. Film must be put into a black film box labeled with case type and beginning and ending case number.
- ✓ Film must be able to be clearly read on County's retrieval equipment. County will be the sole judge of acceptability.
- ✓ Vendor must be able to create electronic images of documents of standard and odd sizes, including letter, legal and narrow ticket sizes.
- ✓ Vendor should be utilizing high-quality commercial production scanner(s).

- ✓ Provide the make and model of scanners used for both high-speed scanning and scanning fragile and/or odd-sized documents.
- ✓ Describe related quality control practices.
- ✓ Scanned documents must be cropped and straightened as needed.
- ✓ Images must be viewed during the scanning process to ensure the quality of imaging.
- ✓ Vendor to supply an excel listing after microfilm is produced of all case files that were put to archive microfilm. This list will be in order of case type, case year and case number and the roll and frame that that case is located. The county may also request this microfilm listing to be a part of its output file in order to import images and film index.

#### RETRIEVAL OF SPECIFIC CASE FILES DURING OFF-SITE CUSTODY WHEN REQUESTED

✓ Vendor must be able to return and/or fax documents or email if needed. Vendor must be able to fax or email requests, via a secure process, within 48 hours of requests (2 business days). If request is emailed, then two emails must be sent with the first email containing the link to the desired images and the second email containing the password for the link.

## **VENDOR OFF-SITE FACILITY REQUIREMENTS**

- ✓ All off-site services must be performed within the Vendor's own facility.
- ✓ Identify facility location.
- ✓ The vendor's facility must have a building wide security intrusion system. Each entrance to the building must have a monitored camera to ensure complete security of these highly sensitive documents. Your facility must pass a site inspection by County Officials.
- ✓ The vendor's facility must have a building wide sprinkler system in case of fire. This sprinkler system must pass a site inspection by County Officials.
- ✓ Vendor facility must not be a part of or connected to any other business or a part of another building or business due to fire or intrusion risks
- ✓ Vendor facility must not be close to any waterway that may have the possibility of flooding risks.
- ✓ Information confidentiality is critical. Within your proposal, please explain in detail your firm's safeguards addressing facility safeguards.
- ✓ Vendor must have adequate space to hold documents until adequate time for image/film inspection by County. Vendor facility must be able to hold a minimum of 5,000 boxes at one time. If County decides to hold document longer than 90 days, vendor must be able to store them for an unspecified period of time. Please include any charges for additional storage, and any other charges for

- storage and retrieval.
- Contractor must have a second full service facility for backup in case of disaster. This second facility must be within 6-hour drive and be able to continue the work with the exact quality control measures and security. Attach address, phone number, and contact person of second facility location.
- ✓ Describe facility security features such as intrusion prevention, video monitoring systems and procedures.
- ✓ Describe facility disaster prevention, handling and recovery architecture.
- ✓ Describe facility storage availability.

## **VENDOR PICK-UP AND DELIVERY REQUIREMENTS**

- ✓ The vendor must provide a bonded courier for pick up and possible delivery back of documents.
- ✓ Vendor must work with management staff to schedule box pickup and deliveries. Since space is an issue, all documents must be taken at one time with a minimum space to hold a minimum of 5,000 boxes at one time.
- ✓ Vendor must be able to return, email and/or fax case files, if needed.
- ✓ Describe transport volume capabilities.
- ✓ Explain how you expect the materials to be ready for loading.

#### **VENDOR REFERENCE REQUIREMENTS**

✓ It is imperative that vendor have a working knowledge and experience in filming/imaging circuit court records and other County documents. Vendor must be capable of accurately identifying documents within a case file such as alcohol evaluations, wills, evidence, docket sheets, impounded records, Judges notes, impounded or sealed documents and any other document type within the case that may need to be identified. Please list a minimum of three\_Circuit Clerk customers and two references for other County Departments, within Illinois, that your firm has scanned and produced film for, with address and phone numbers.

## MINIMUM PREPARATION REQUIREMENTS

- ✓ Documents will need to be prepared before scanning. This includes pulling staples, paper clips and any other functions needed to prepare the case files for scanning. Please include your experience and detail on the following document preparation services:
- ✓ Detail how your firm separates case files and how it accounts for all case files needing scanned.
- ✓ Detail how your firm handles and identifies missing case numbers.
- ✓ Detail how your firm handles and identifies alcohol evaluations, sealed or impounded documents, medical documents, pre-sentencing investigation document documents.

- ✓ Detail how your firm handles and identifies original wills if found within case files.
- ✓ Detail how your firm handles and identifies any evidence that may be found with case files.
- ✓ Detail how your firm identifies and handles damaged documents within a case file.
- ✓ Detail how your firm handles exhibits found within case files.
- ✓ Detail how your firm identifies and handles Judges notes for Clerk files.

## **OFF-SITE AND VENDOR EMPLOYEE REQUIREMENTS**

- ✓ Information confidentiality is critical. Within your proposal, please explain in detail your firm's safeguards addressing employee's confidentiality requirements.
- ✓ Employee experience is a must. Please provide a list of your management team and supervisors who will be involved in this project along with their roll and years of experience in handling conversion of Circuit Court, State's Attorney and other County files

## **VENDOR FILE RETURN REQUIREMENTS**

✓ Quote must include document return costs and/or document shredding costs. Documents must be <a href="shredded onsite">shredded onsite</a> for proper shredding and witnessing certification documents must be given to County after this process has been complete. Please include a sample of this certificate. Please include process of destruction notification and authorization forms.

## **OFF-SITE VENDOR SCANNING REQUIREMENTS**

- ✓ The types of cases, estimated volumes, and condition of documents to be scanned and indexed are listed below. Most of these case files contain fragile and odd-sized documents, as a result we believe the majority of these case documents cannot be processed via high-speed scanners.
- ✓ Vendor on-site visit(s) in advance of proposal submission will be allowed and scheduled upon request.

## **OFF-SITE PROJECT TURNAROUND REQUIREMENTS**

- ✓ Job turnaround is critical because of importance and use of documents. Vendor must specify number of boxes they can turn around within five working days. Minimum amount necessary is 500 boxes per week, if necessary.
- ✓ Vendor must store documents 90 days for an evaluation period. After which, they must return records within 30 days.
- ✓ Circuit Clerk documents will all need to be shredded. Please refer to the chart (Attached as Exhibit A) for other department requirements. Quantity of boxes may be subject to change.
- ✓ Some other department documents may need to be shredded.
- ✓ Vendor should describe scanning volume capabilities.

#### **END OF SECTION FOUR: SCOPE OF WORK**

## **SECTION FIVE: RESPONSE REQUIREMENTS & EVALUATION CRITERIA**

## **CRITERIA OF AWARD**

Evaluation of proposals will be performed by the County's selected Evaluation Committee.

Proposals may not be considered, and may be rejected as non-responsive, unless the proposal includes complete responses to everything addressed in the Scope of Work and Vendor Response Requirements.

## METHOD OF PROPOSAL EVALUATION

Award will be made to the vendor whose proposal is in the best interest of the County. Proposals will be evaluated by an Evaluation Committee according to the following criteria:

#	Criteria	Maximum Point Values	Comment
1	Firm Qualifications	25 points	Provide references which closely relate to the requirements of this RFP. Describe experience performing work similar in scope and volume to that being solicited, and when this work was performed. Emphasize any similar work efforts for Illinois Circuit Clerks.
2	Project Understanding/Schedule	30 points	Demonstrate detailed understanding of project objectives and requirements, and how you will carry out those responsibilities.
3	Price	25 points	Pricing should be for itemized units of work. Itemized pricing must be at a level of detail which will match future invoice line items.
4	Facility Security and Qualifications	15 Points	Facility security features such as intrusion prevention, video monitoring systems and security plan and procedures.
5	Followed Proposal Response Requirements	5 point	Follow RFP guidelines and submittal requirements.

There is a potential for Oral Interviews for top scoring Proposers, if it is in the best interest of the County.

#### **VENDOR RESPONSE REQUIREMENTS**

Please follow the Proposal instructions as laid out below;

## **Proposal Title Page (Section 1)**

The title page should include, at minimum, the following:

- Name of Project /RFP
- Submitted by [Vendor's Name]
- Date of Submittal [MM/DD/YYYY]

## **Letter of Transmittal (Section 2)**

The transmittal letter shall:

- Indicate the intention of the Vendor to adhere to the provisions described in the RFP without County approved modification.
- Identify the submitting organization.
- Identify the person, by name and title, authorized to contractually obligate the organization.
- Identify the contact person responsible for this response, specifying name, title, mailing address, phone, and email address.
- · Acknowledge addendums made to this RFP.
- Acknowledge the proposal is considered firm for one hundred and twenty (120)
  days after the due date for receipt of proposals or receipt of the last best and final
  offer submitted.
- Provide the original signature of the person authorized to contractually obligate the organization.
- Signed by a company representative who is authorized to negotiate on behalf of the company.

## **Proposal Table of Contents (Section 3)**

The proposal table of contents should outline Vendor Response Section.

## **Proposal Executive Summary (Section 4.1)**

Include a brief executive overview of your proposal and any additional noteworthy information.

## **Vendor Qualifications and Litigation History (Section 4.2)**

The Vendor should provide:

- A brief profile of the company.
- A brief description of the organization structure and primary products and services provided.

- Company's strategic direction in providing court case and other County department file off-site document scanning services and support.
- Other major products or services offered.
- Provide information regarding any pending litigation, contract defaults, planned
  office closures, impending mergers, bankruptcies, or other conditions related to
  the financial health of the company.
- Company's experience in performing work of a similar nature to that solicited in this RFP.
- Highlight participation in such work by key personnel proposed for assignment to this project.

## **Vendor References (Section 4.3)**

List a minimum of 3 Illinois Circuit County Clerk organizations and 2 other County department references, (Forms are in Section 6: REFERENCES) whom you have provided similar size and scope of services. (All references will be contacted)

## **Project Design, Staffing and Organization (Section 5.1)**

This section shall identify key personnel who will be assigned to the project, assuming a September 2023 start date. Preferably, identify the Account Executive, Project Manager(s), and key off-site team members, as deemed appropriate.

The specific staff identified in the proposal may not be changed prior to commencement of work or during the course of the project without the specific approval of County's designee and two-week notice. Replacement candidates must have the same or higher level of similar experience as the original project team member they replace. Resumes of replacements shall be submitted with all applicable information.

As part of their duties, Vendor personnel may come in contact with confidential information, and are required to hold confidential any such information. The Vendor must attest that team members have not been convicted of a felony offense and a background check has been performed. Vendor is responsible for background check.

## **Proposal Narrative (Section 5.2)**

## Project Management:

- Please describe the experience and qualifications of key members of the project team.
- Please provide specific risks you see related to this project and how your organization will manage/mitigate these risks.

## Destruction of Files:

- Provide sample of certificate.
- Describe process of document destruction, notification and authorization forms used.

#### Solution Profile:

 This section should address the general requirements described previously in this RFP in SECTION 4: SCOPE OF WORK.

## **Specification Exceptions:**

- This section should include any specification exceptions you are taking from the RFP.
- Include your work around or alternative, if applicable.

## Document Prep & Procedure Training and Support:

- Please describe what training you will provide the County personnel on how to prep and prepare our department files. Most departments have not ever had scanning done and are new to the process.
- Include an estimate in your proposal of the number of your people and hours you will dedicate to County personnel support and training.
- If there is a charge for this training, please indicate in this section of your proposal response.

#### Termination:

- Please clearly outline any provisions and/or penalties if the County were to stop the project prior to completion without cause.

## **Proposal Pricing (Section 6)**

Pricing is an important aspect of the overall evaluation of the Vendor's response. Please provide the level of detail necessary to clearly identify up-front and continuing costs. Clarification regarding responses may be sought.

Because County requirements and budgetary limitations are subject to change, pricing should be for itemized units of work (See Pricing Page). This pricing must be at a level of detail that will match future invoice line items. Itemized rates and a not-to-exceed total should be specified based on the effort described in this RFP.

## PRICING:

Pricing must include:		
* Price per individual digital scanned image	\$	per image
* Price for multi-part forms		per form
* Price per microfilm image (brown-toned)	\$	per image
* Price per Blueprint 18 X 24	\$	per blueprint
* Price per Blueprint 24 X 36	\$	per blueprint
* Price per large page format	\$	per large page
* Price per duplex document	\$	per duplex
* Price per 5 X 7 index card	\$	per card
* Price per one hour of document preparation	\$	per hour
* Number of hours estimated	\$	per hour
* Number of boxes that can be turned around in 5		
working days		# boxes
* Document shredding/destruction cost per image	\$	per image
* Box pick up cost	\$	per box
* Per trip cost (pick up)	\$	per trip
* Per trip cost (delivery)	\$	per trip
* Hard Drive cost	\$	per Hard Drive
* 16mm x 215 silver microfilm duplicate (Duplicate must be brown-toned)	\$	per duplicate
* Any minimum per job costs	\$	minimum cost
* Please list any other costs associated with fulfilling t proposal.	his projec	ct not listed above in you

## **SECTION SIX: REFERENCES**

## **COUNTY REFERENCES**

List below a minimum of 3 County Circuit Clerk organizations and 2 other County department references whom you have provided similar services. (All references will be contacted)

1.	Circuit Clerk:
	Address:
	City, State, Zip:
	Telephone and Email:
	Contact Person:
	Date and scope of Project:
2	Circuit Claulu
2.	Circuit Clerk:
	Address:
	City, State, Zip:
	Telephone and Email:
	Contact Person:
	Date and scope of Project:
3.	Circuit Clerk:
	Address:
	City, State, Zip:
	Telephone and Email:
	Contact Person:
	Date and scope of Project:

Address:  City, State, Zip:  Telephone and Email:  Contact Person:  Date and scope of Project:  5. County Department:  Address:  City, State, Zip:  Telephone and Email:  Contact Person:  Date and scope of Project:  BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:  Address:	4.	County Department:
Telephone and Email:		Address:
Contact Person:  Date and scope of Project:  5. County Department:  Address:  City, State, Zip:  Telephone and Email:  Contact Person:  Date and scope of Project:  BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:		City, State, Zip:
5. County Department:  Address:  City, State, Zip:  Telephone and Email:  Contact Person:  Date and scope of Project:  BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:		Telephone and Email:
5. County Department:  Address:  City, State, Zip:  Telephone and Email:  Contact Person:  Date and scope of Project:  BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:		Contact Person:
Address:  City, State, Zip:  Telephone and Email:  Contact Person:  Date and scope of Project:  BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:		Date and scope of Project:
Address:  City, State, Zip:  Telephone and Email:  Contact Person:  Date and scope of Project:  BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:		
Address:  City, State, Zip:  Telephone and Email:  Contact Person:  Date and scope of Project:  BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:		
City, State, Zip:  Telephone and Email:  Contact Person:  Date and scope of Project:  BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:	5.	County Department:
Telephone and Email:  Contact Person:  Date and scope of Project:  BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:		Address:
Contact Person:  Date and scope of Project:  BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:		City, State, Zip:
Date and scope of Project:  BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:		Telephone and Email:
BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:		Contact Person:
BACKUP FACILITY  List below at least one backup conversion facility:  1. Name:		Date and scope of Project:
List below at least one backup conversion facility:  1. Name:		
1. Name:		BACKUP FACILITY
	List be	elow at least one backup conversion facility:
Address:	1.	Name:
Addiess.		Address:
City, State, Zip:		City, State, Zip:
Telephone and Email:		Telephone and Email:
Contact Person:		Contact Person:

**END OF SECTION SIX: REFERENCES** 

#### SECTION SEVEN: PROPOSAL SIGNATURE FORM

Name of F	roposer				
Contact	Person				
Addr	ess				
City, Sta	te, ZIP				
Teleph	one			FEIN No.	
Emai	l(s)				
TO: Winnebago	County Purch	asing Departme	nt		
The undersigne are an:	d, being duly s	worn, certifies th	iey		
OWNER PROPR	•	MEMBER OF PARTNERSHIP	_	OFFICER OF RPORATION	MEMBER OF JOINT VENTURE
Further, as the Proposer, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he/she has fully examined the proposed forms of agreement and the scope of services or work specifications for the above designated service, and all other documents referred to or mentioned in the solicitation documents, specifications and attached exhibits, including Addenda.					
(Proposer, mus responsive)	t list below an	y and all Addend	la or you	r offer will be re	ejected, as non-
No(s):	and	and		issued there	to;

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate. The Affiant deposes and says that he/she has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

Further, the Proposer certifies that he/she has provided equipment; supplies or services comparable to the items specified in this solicitation to the parties listed in the Business Reference Form and authorizes the County to verify references of business and credit at its option. Finally, the Proposer, if awarded a contract, agrees to do all other things required by the solicitation documents, and that he/she will take in full payment therefore the sums set forth in any resulting contract award.

## **SIGNATURE OF PROPOSER**

SIGNATURE			
Name and Title of Signer _			
Dated this	_ day of	2023	
	AUTHORIZED V	ENDOR NEGOTIATOR	
Name and Title			
Phone and Fmail			

END OF SECTION SEVEN: PROPOSAL SIGNATURE FORM

## **RETURN PROPOSAL LABEL**

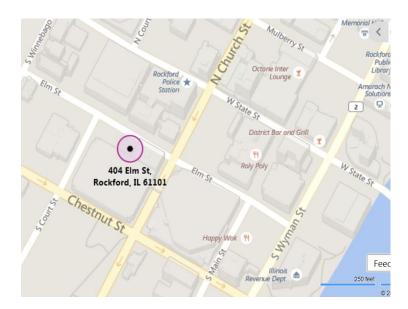


The County of Winnebago, Illinois will receive sealed Proposals at:

> WINNEBAGO COUNTY **PURCHASING DEPARTMENT** 404 ELM STREET, ROOM 202 **ROCKFORD, ILLINOIS 61101**

All Proposals must be enclosed in sealed envelopes marked:

**"OFF-SITE SCANNING SERVICES** FOR DOCUMENT IMAGING"



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



## PROPOSAL#

23P-2295

**PURCHASING DIRECTOR:** 

**ANN JOHNS** 

**PROPOSAL NAME:** 

OFF-SITE SCANNING SERVICES FOR **DOCUMENT IMAGING** 

PROPOSAL DUE DATE/TIME:

August 31, 2023-11:00 AM

WINNEBAGO COUNTY **PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101** 



## **VENDOR REGISTRATION FORM**

vendor (or indiv	idual) Legal Name:			
DBA/Alternative Vendor Name:				
	ADI	DRESS(ES)		
	Physical		Remittance, if different from physical	
Street 1				
Street 2				
City				
State				
ZIP				
	СО	NTACT(S)		
	Sales Representative		Accounts Receivable	
Name				
Phone				
Email				
Web Address				
	GENERAL	INFORM <i>E</i>	ATION	
Scope of work to be performed or provided:  Services and/or Goods Other  Do you have a current contract Yes No N/A				
Winnebago County Employee: ☐ Yes or ☐ No If yes: ☐ Current or ☐ Former Dept				
Name of Depart	ment/Person requesting your service	or goods:		
	CLASS	IFICATION	N(S)	
If applicable, check those boxes that apply:  ☐ Minority-Owned Business: ☐ Certified ☐ Woman-Owned Business: ☐ Certified ☐ Veteran-Owned Business: ☐ Certified ☐ Self-Certified ☐ Self-Certified ☐ Self-Certified				
SIGNATURE				
You affirm the above information is true and correct.				
Authorized Signature: Date Signed:				
	OFFIC	E USE ONL	LY	
Approved by: Assigned Vendor Number:				
Verification Completed: ☐ Sam.gov ☐ OFAC ☐ IRS TIN Match ☐ W-9 Uploaded Date Entered:				



## SUSPENSION/DEBARMENT CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting response to this solicitation and signing this form, the Bidder/Proposer certifies to the best of its knowledge and belief, that the company and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local governmental entity, department or agency;
- 2. Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4. Have not within a three-year period preceding the signing of this certificate had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder/Proposer is unable to certify to any of the statements in this certification, Bidder/Proposer shall attach an explanation to this certification.

Vendor Name:		
Address:		
City:	ZIP:	
Telephone:	Email Address:	
Authorized Signature:		
(Print) Name:	Title of Official:	
Signature Date		