#### **Purpose RFP Scope and Equipment Specifications**

#### **The Illinois Supreme Court**

The Illinois Supreme Court has recognized the importance of remote hearings in Supreme Court Rules 45, 46 and 241 and emphasized that remote appearances should not be viewed as merely temporary COVID-induced measures.

#### **Sangamon County Courts Overview**

The Purpose of this (RFP) is to solicit sealed proposals for hardware, software, services and ongoing support. This will provide the Seventh Judicial Courts, Sangamon County Jail and Juvenile Facility with reliable video technology. Sangamon County Courts currently has twelve courtrooms. At this time only, two courtrooms are equipped with a closed network video solution.

The use of video has provided Sangamon County with overall reductions in cost and increased courtroom safety. The ability to conduct court procedures remotely and in the confines of the Jail Facility and Juvenile Facility, allows for fewer task dedicated Jail personnel in preparing in-custody movement of male and female inmates from the Jail Facility to the Courtroom. It has increased Courtroom safety as it has drastically reduced the amount of individuals in the viewing gallery. The inclination of some defendants to attempt escape or to cause courtroom havoc has been reduced to zero. This has also led to a reallocation of Court Security personnel. With the advent of Covid-19 it has also led to a reduction in exposure for the inmate and the courts. In order for the courts to continue to reap the many related efficiencies gained through the use of video, four additional courtrooms are required. All would mirror our current courtroom configurations.

There is one monitor and camera for the judge and attorneys. There is a second monitor for the public gallery. It is controlled via Crestron touch screen located on the judge's bench. The system allows the Judge to choose which endpoint to communicate. When activated the system homes the camera on both ends, activates the sound and turns on all monitors. The system interfaces directly with the current courtroom sound system. In the jail facility, sound is routed to an external speaker. The judge has a boundary microphone and the attorneys have a boundary microphone located on each table. In the jail the boundary microphone is located above each video system. The jail locations are housed within a locked vandal resistant metal and Lexan enclosure forcibly vented with fans. The system runs on Category 6 wiring and a Cisco fiber backbone.

The additional systems will encompass the endpoint hardware (camera, codec, monitors and controls). In each courtroom there will be three boundary microphones one for the judge and one each located on the defendants and plaintiffs table. The control system shall be simple in operation and follow the format that is currently in use.

#### Courtrooms

#### Main Video Arraignment Systems will include the following:

There will be one 55" Professional grade monitor installed from the wall on an articulating arm across from the judge. This will be placed for easy viewing by the judge and attorneys. A second 55" display on an articulating arm will also be installed for gallery viewing. We will be transporting all video over reliable HDMI transmitters and receivers.





There will be one Polycom Group 500 high definition video conferencing system installed. This unit will include a pan/tilt/zoom Polycom Eagle Eye IV HD camera that will also be mounted with the display in order to maximize face to face viewing between the judge and inmates. This will also include a 3 year maintenance agreement with Polycom for the codec and camera.



There will be a new QSC control system installed. This will be programmed for user-friendly functionality and easy control of all of the equipment in the system (similar to the current setup). There will be one QSC 7" desk top low profile color touch panel installed at the judge's bench. The judge will have the ability to press the button of the room he or she would like to connect to. That one button will then turn on the courtroom monitor, preset the volume, dial the call, connect the call at the far end, turn on the far end monitor, preset the far end volume, and set the courtroom camera to a preset position.



For audio, we are adding (3) Audio Technica Boundary microphones. To process these microphones, we will be adding a QSC Core110F audio processor for all audio processing/management.



#### Contractor will be responsible for the following areas:

- 1. Program equipment in quantities listed above
- 2. Provide system testing and training
- 3. Provide Engineered Drawings and Submittals
- 4. Supply factory trained support as required.
- 5. Provide O/M Manuals per specifications.
- 6. Provide prevailing wage IBEW labor (first shift)
- 7. Furnish all low-voltage cabling required to support systems as specified.
- 8. Furnish and install all head end and field devices as shown on drawings
- 9. Provide all field and head end termination.
- 10. Install all low voltage cable as required to support system
- 11. Integrate sound into current courtroom systems.

#### Sangamon County Courts will be responsible for:

- 1. Provide all necessary 120 VAC wiring, devices, and connections for devices and equipment as outlined by TEC.
- 2. Provide and install all system grounding
- 3. Furnish and install all required fire stopping
- 4. Furnish and install any required access panels
- 5. Furnish all cutting, patching, touch-up painting required for the installation of the work
- 6. All permits, bonds, plan check fees, allowances and inspections (if required)
- 7. Provide final review of this proposal prior to acceptance and start of construction to be certain that the operation of the system meets the needs of the end users.
- 8. Provide coordination with other trades and users of the facility as needed to facilitate the installation of all devices included with this project.
- 9. Provide assistance with system check-out.
- 10. Provide timely return of reviewed shop drawings (if applicable).
- 11. Provide notification and scheduling information in a timely fashion.

12. Provide one site contact for facility and system coordination and meetings prior to the start and over the span of this project as requested.

All contractor work shall be scheduled will be performed on a time table for courtroom availability.

All new systems shall utilize the existing courtroom sound system.

#### **Generalized Equipment Listing Summary**

4	Polycom Group 500 high definition video conferencing system
8	55" Professional Grade monitors
8	Articulating Arms
4	Polycom Group 500 High Definition Video Conferencing System
4	PTZ Polycom Eagle Eye IV HD Camera and Mounts
4	QSC control system / 7" Low Profile Color Touch Panel
12	Audio Technica Boundary Microphones
4	QSC Core 110F Audio Processor
MISC	Cords/Cables/Connectors/Finish Hardware etc
All	Manuals – Warranties
	Training

#### 1.2 Project Timeline

The timeline must take account for supply chain issues and the fact that some equipment may be unavailable at the time of purchase. While this is an issue Sangamon County will not allow for deviation in specified equipment standards unless it can be provided in writing that the replacement item(s) will be of equal or greater quality. All hardware should be available at the time of installation.

All phases are projected from the Vendor Contract Signing.

#### Month 1

- 1. Order equipment
- 2. Jointly develop detailed project plan for migration to replacement video conferencing equipment and software.
- 3. This plan should include adjustments for live court and video availability. This is to minimize system downtime or error corrections.
- 4. Finalize plans and commit to an installation timeline based on equipment availability.

#### Month 2

- 1. Install equipment according to project plan.
- 2. Test and verify equipment.
- 3. Implement standardized error/issue reporting procedure from the end user for expeditious review and repair by software/service vendor.
- 4. Personnel training final roll out phase.

These phases represent best estimates at this time and may be adjusted as the project progresses. The Client is soliciting input from the Vendor to optimize the timeline based on their experiences.

#### 1.3 Project Funding

Once the Vendor has been selected with their proposed resource solution and associated expenditures, these expenditures must be submitted for funding approval before legislative bodies of Sangamon County and AOIC. Once approved the award for contracts shall be executed.

#### 1.4 Vendor Invitation

The Client has extended this RFP to your organization based upon your reputation as a technical resource solution provider. We appreciate your effort in this endeavor and look forward to working with your organization in developing a comprehensive solution.

#### 1.6.1 Minimum Vendor Requirements

Following is a list of minimum requirements the vendor must meet to successfully qualify for this engagement. Vendors who do not meet these requirements should not respond to this RFP:

#### 1.6.2 Sub-Contracted Services

Sub-Contracted Services are allowed

#### 1.6.3. Hours of Service

All phases of the project can be completed during normal first shift schedule.

#### **Rules of Preparation and Submission**

The Vendor shall define the capabilities of its organization to implement the upgrade as defined in this RFP. Vendors are expected to examine the entire RFP including all specifications, provisions, and instructions.

Failure to do so shall be at the Vendor's risk and not the responsibility of the Client.

#### **RFP Response Due Date**

Responses to the RFP are to be delivered via e-mail to <a href="mailto:brian.aarup@sangamonil.gov">brian.aarup@sangamonil.gov</a>\_on or before Noon CST March 13, 2023 the designated Single Point of Contact in Springfield, Illinois. Rules of Preparation and Submission

Vendors are expected to examine the entire RFP including all specifications, provisions and instructions. Failure to do so shall be at the Vendor's risk and is not the responsibility of the Client.

#### 2.1 RFP Response

In order to be considered for selection, Vendors shall deliver a complete Response to this RFP to the Client's Single Point of Contact on or before Noon CST March 13, 2023. The Vendor must provide the following documents in this order:

One (1) original and one (1) printed copies of submitted RFP Request for Proposal Signature Page (Appendix A)

Certification of Non-Delinquency and Non-Conviction (Appendix B) Vendor Request for Proposal Signature Sheet (Appendix C)

Vendor Certification of Non-Delinquency and Non-Conviction form (Appendix D) Vendor Minimum Requirements form (Appendix E)

**Project Cost - Listing** 

Vendor's 2022 annual balance sheet.

Responses to the RFP are to be delivered via e-mail to <a href="mailto:brian.aarup@co.sangamon.il.us">brian.aarup@co.sangamon.il.us</a> on or before Noon CST March 13, 2023 the designated Single Point of Contact in Springfield, Illinois.

E-Mail Subject Line:

SEALED RFP RESPONSE - NOT TO BE OPENED

**Vendors Name - RFP C/Courtroom Video Systems** 

#### 2.2 Clarification of Terms

If any prospective Vendor has questions about the specifications or other solicitation documents, the prospective Vendor must contact the Client's Single Point of Contact, preferably via email, no later than **March 13, 2023 12:00 p.m.** local time.

Any revisions to the solicitation shall be made only by addendum issued in writing by the Client. The Client modifications to the RFP resulting from Vendor questions shall be finalized and distributed in writing to the Vendors following the above cutoff date.

#### 2.3 Single Point of Contact

**All notices** required to be given under this RFP shall be in written format and delivered via certified U.S. Mail or other common carrier utilizing delivery verification services to the Single Point of Contact.

Following is the Client's Single Point of Contact:

Brian Aarup Project Manager Circuit Clerk Information Systems 200 S. Ninth Street, Room 405

Springfield, IL. 62701

Phone: (217) 535-3257

Email: brian.aarup@sangamonil.gov

#### 2.4 Proposal Preparation

An authorized representative of the Vendor must sign the Request for Proposal Signature Page (Appendix C). The Client may reject proposals, which are incomplete or lack key information. The Vendor shall not alter or modify this Request for Proposal except as noted herein.

#### 2.4.1 Vendor's Response Document

#### Not Applicable

#### 2.4.2 Firm Qualifications

The successful Vendor must be prepared to provide a written narrative to include experience in providing the goods/services described herein; approach to providing service, names, qualifications and experience of personnel to be assigned to the project, resumes of staff to be assigned to the project, and personnel information necessary for a criminal background check.

#### 3. Evaluation Process

Below is a brief description of the steps that the Client anticipates completing in evaluating each response to the RFP.

#### 3.1 Confirm "Request for Proposal Signature Page"

The Client will review and confirm the appropriate information is included with the "Request for Proposal Signature Page". Data missing from this page may disqualify the Vendor.

#### 3.2 Confirm "Certification on Non-Delinquency and Non-Conviction Page"

The Client will review and confirm the appropriate information is included with the "Certification of Non-Delinquency and Non-Conviction" form. Data missing from this document may disqualify the Vendor.

#### 3.3 Confirm "Minimum Vendor Requirements"

The Client will review and confirm the minimum requirements are met as listed in this document. If the minimum requirements are not met the Vendor will be disqualified.

#### 3.4 Check Vendor References

The Client will contact other agencies that have utilized the Vendor's services for similar services.

#### 3.5 Review Vendor Finances

The Client will perform an internal assessment of the financial stability and long term viability of the Vendor based on the vendor profile and annual balance sheet submittal.

#### 3.6 Review Price and Delivery Analysis

The Client will complete a review of the Project Costs evaluating the thoroughness and cost of services.

#### 4. Evaluation Criteria

The Client has defined teams with proven technological and financial expertise to review the vendor responses.

#### 5. Pre-selection and Award

The Vendor deemed to be fully qualified and best suited among those submitting proposals will be selected on the basis of internally developed criteria using evaluation factors documented in Section 6. Contract negotiations shall be conducted with the Vendor so selected. The Client may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a reason.

#### 7. Terms and Conditions

The terms and conditions under which the Proposal shall be made are detailed within this section. The Client views this RFP as the framework to be used by the Vendor in preparing and submitting the proposal.

It is important for the Vendor to become familiar with the paragraph items within this section, as they shall prevail in the event of any discrepancies or differences between project-related or contractual documents.

#### 7.1 Basis for Proposal

Only information supplied by the Client through the RFP's Single Point of Contact shall be used in the preparation of the Vendor Proposals.

Only replies by formal addenda shall be binding. Oral and other interpretations or clarifications shall not be binding. Vendors must acknowledge all addenda by signing and including such documents in the Proposal.

#### 7.2 Vendor Terms and Conditions

Additional Vendor terms and conditions may be negotiated prior to final contract award.

#### 7.3 Disclosure of Proposal Contents

Proposals shall be opened in a manner that avoids disclosure of the proposal content. Vendors are advised that the confidentiality of their proposal shall be protected by the Client to the extent permitted by law.

#### 7.4 Late Proposals

Vendor proposals must be submitted in sufficient time so as to be received at the specified location on or before the published proposal deadline due date and time specified. Any Vendor proposal received after the date and time specified **SHALL BE DISQUALIFIED.** 

#### 7.5 Signing of Proposal

The signing and submission of the RFP Signature Page (See Appendix C "Request for Proposal Signature Page") shall indicate commitment by the Vendor to adhere to the provisions described in this RFP and all subsequent addenda. Signing the Vendor's proposal indicates the Vendor's complete understanding, accuracy, and agreement of their response. A vendor proposal submitted without an authorized signature page and addenda acknowledgement page(s) shall be disqualified. The Vendor's proposal and any and all addenda shall be considered part of the final contract.

#### 7.6 Cost of Proposal

This RFP does not commit the Client to pay any costs incurred by any Vendor in preparation and/or submission of a Proposal or for procuring or contracting for the items to be furnished under the RFP. All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation, meetings and demonstrations) shall be borne by the Vendor.

Each Vendor shall be responsible for all costs incurred in preparing, responding to, or negotiating this RFP. The Vendor agrees to bear all risks for loss, injury, or destruction of goods and materials (ordered or supplied as the result of the eventual contract) that might occur prior to delivery of the final product to

the Client. Such loss, injury, or destruction shall not release the Vendor from any obligations under this RFP or any resulting contract.

#### 7.7 Indemnification

The Vendor shall indemnify and save harmless the Client against any and all damage to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless the Client from any and all claims, demands, suits, actions or proceedings of any kind or nature of or by anyone resulting from or arising out of the operations of the Vendor in connection with this RFP.

The Vendor agrees to waive and release all claims based upon any theory of legal liability it may have against the Client or its employees, agents or volunteers and hereby releases and

discharges the Client, its officers, agents, employees and volunteers, and each of them from any and all liability that may occur as a result of this RFP.

#### 7.8 Conflict of Interest, Non-Collusion and Anti-Lobbying

The Vendor, its officers, employees, and agents shall not attempt to lobby or influence a vote or recommendation related to the Vendor's proposal response, directly or indirectly, through any contact with the Client's Executives, Council, Board members, or employees between the proposed submission date and award of contract by the Client. There shall not be collusion or conflict of interest between any of the parties.

The Vendor shall report to the Sangamon County State's Attorney any suspected collusion or other anticompetitive practice among any of the Vendors or their officers, employees, or agents.

The Vendor shall disclose, and agrees that it is under a continuing obligation to disclose to the Client, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the contract.

The Vendor shall establish safeguards to prohibit officers, directors, agents, employees and family members from using positions of employment for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties.

#### 7.9 Ownership of Proposals

All documents (printed and electronic) submitted in response to this RFP shall become the property of the Client and will not be returned to the Vendor.

#### 7.10 Background Check

The Client may conduct criminal and driver history background checks of Vendor's officers, employees and agents who would directly supervise or physically perform the contract requirements at the Client's facilities. Any officer, employee or agent deemed unsuitable by the Client must be replaced immediately.

#### 7.11 Disqualification or Rejection of Proposals

In addition to other disqualifications listed herein or as permitted by law within the State of Illinois, the Vendor may be disqualified for any of the following reasons:

If There is reason to believe that collusion exists among the Vendors, their officers, employees, or agents;

The Vendor is in arrears on an existing Client's contract or has defaulted on a previous Client contract;

The Vendor lacks financial stability;

The Vendor has failed to perform under previous or present Client contracts;

The Vendor has failed to adhere to one or more of the provisions established in this RFP; The Vendor has failed to submit its Proposal in the format specified herein;

The Vendor has failed to submit its Proposal on or before the deadline established herein; or

The Vendor has failed to adhere to generally accepted ethical and professional principles during the Proposal process.

#### 7.12 Right to Waive Non-Material Irregularities

Proposals shall be considered as being "irregular" if they show any omissions, alterations of form, additions, or conditions not specified, or discrepancies of any kind.

The Client reserves the right to waive or permit cure of non-material irregularities in the proposal if it is in the Client's best interest to do so. "Non-material irregularities" include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect material change in the RFP. In the event the Client waives or permits cure of nonmaterial irregularities, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the Client.

#### 7.13 Withdrawal of Proposals

Proposals may be withdrawn by written notice received by the Client's Single Point of Contact prior to the exact hour and date specified for receipt of Proposals. A Proposal also may be withdrawn in person by a vendor or his authorized representative, provided his identity is made known and he signs a receipt for the Proposal, but only if the withdrawal is made prior to the exact hour and date set for receipt of Proposals.

### 7.14 Amending of Proposals

Any Vendor may submit an amended proposal prior to the deadline for receipt of proposals.

Such amended proposals must be complete replacements of a previously submitted proposal

and must be clearly identified as such in the transmittal letter. The Client will not merge, collate, or assemble proposal materials.

#### 7.15 Proposal Offer Firm

Responses to this RFP, including cost, shall be considered firm and valid until September 1, 2023.

#### 7.16 Consideration of Proposals

Discussions may be conducted with responsible Vendors for the purpose of clarification to assure full understanding of the Vendors proposal. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Vendors.

Until award of the contract is made by the Client, the right shall be reserved to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the Client.

#### 7.17 Termination

The Client reserves the right to cancel this RFP at any time. The Client reserves the right to reject any or all proposals submitted in response to this RFP.

#### 7.18 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois and Sangamon County. This contract must also adhere to the Sangamon County purchasing codes.

#### 7.19 Non-Discrimination Policy

The Client, the Vendor, and its sub-contractors shall comply with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, and shall not unlawfully discriminate in employment, contracts, or any other activity.

#### 7.20 No Obligation

This procurement in no manner obligates the Client to the eventual rental, lease, or purchase of any hardware, software or services offered until authorized by the Sangamon County Board and confirmed by an executed written contract.

#### 7.21 Award of Contract

The Client reserves the right to withhold final action on the Proposal until **October 15, 2012**, and in no event shall an award be made until further investigations have been made as to the responsibility of the proposed Vendor.

The award of the contract, if an award is made, shall be to the most responsible and responsive Vendor whose proposal meets the requirements and criteria set forth in the RFP. The Client reserves the right to abandon, without obligation to the Vendor, any part of the project, or the entire project, at any time before the Vendor begins any work as authorized by the Sangamon County Board and confirmed by an executed written contract.

### 7.22 Contract Negotiations

The Vendor must be prepared for the Client to accept the offer as submitted. However, the Client may require contract negotiations if desirable and as permitted by law. If negotiations do not result in an acceptable agreement, the Client may reject the Vendor's offer or revoke the award, and may begin negotiations with another Vendor. Final contract terms must be approved or signed by the appropriately authorized Client official(s). The Project's Single Point of Contact is not so authorized.

#### 7.23 Performance and Payment Bonds

As a condition precedent to the Client execution of a final contract, the successful Vendor shall be required to provide a Service performance bond and a Payment bond.

The Vendor shall provide a Service Performance bond whose penal amounts shall equal the total purchase price of the services under contract. This performance bond shall be effective for a period of 12 months after completion and Client acceptance of the services.

The Vendor shall provide a Payment bond whose penal amounts shall equal the total purchase price for all Vendor procured 3rd party software and hardware as agreed for within the approved contract.

#### 7.24 Insurance

The Vendor shall maintain the following commercial insurance policies for the period of time and limits specified:

**Comprehensive General Liability Insurance.** A combined bodily injury and property damage occurrence limit of not less than \$1,000,000 per person and \$2,000,000 per occurrence. The policy shall contain

blanket contractual liability, products, and completed operations coverage, and independent Vendor's coverage.

**Comprehensive Automobile Liability Insurance.** The policy shall be maintained for the duration of this Agreement and shall, at a minimum consist of \$1,000,000 per person and

\$2,000,000 per occurrence for Bodily Injury and Property Damage.

Statutory Workers' Compensation and Employers' Liability (EL) Insurance Statutory.

The Vendor, and any subcontractors, shall purchase and maintain such insurance as will protect themselves and the Client against all claims arising from the operation of the work or the execution of this contract. The Client, its officers, agents and employees shall be named as additional insured parties on all insurance policies required by the specifications to be purchased by the Vendor or subcontractor.

#### 7.25 Scope of Insurance and Special Hazard

The insurance required under the preceding paragraphs shall provide adequate protection for the Vendor and subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations by the insured or by anyone directly or indirectly employed by the Vendor.

#### 7.26 Certificate of Non-Delinquency and Non-Conviction

In order to be eligible for award of this contract, the Vendor must execute and return Appendix D "Certification of Non-Delinquency and Non-Conviction" sheet pertaining to the following:

- (a) Certification of Non-Delinquency The County of Sangamon will not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for tax or the amount of tax. Before executing a contract, the County must obtain a statement under oath from the individual or entity that no such taxes are delinquent. Making a false statement is a Class A misdemeanor. In addition, making a false statement shall void the contract and allows the County to recover all amounts paid to the individual or entity under the contract in a civil action. A person or other entity shall not be considered delinquent in the payment of a tax if the person or entity (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and (2) is in compliance with the agreement. In that case, the sworn statement shall state those facts.
- 7.27 Certification of Non-Conviction Pursuant to Section 33E-11 of the Illinois Criminal Code, every bid submitted to the County must contain a certification that the bidder is not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 or 33E-4 of the Criminal Code. Any Vendor, who makes a false statement material to this Certification, commits a Class 3 Felony.

#### 7.28 Contract Documents

This RFP, addenda, and other electronic and physical documents that are made a part hereof, together with the successful Vendor's final quotation and RFP Response as specified in Section 5.1, and the Client's written acceptance thereof, including the final agreement of the parties, shall comprise the Contract Documents. The Contract Documents shall constitute the entire agreement of the parties.

#### 7.29 Assignment

The successful Vendor shall not assign this contract without the written consent of the Client.

#### 7.30 Non-Disclosure Agreement

Those Vendors who qualify must include the following Client language in their Non-Disclosure Agreement:

"The Receiving Parties, defined herein as the Client, are units of local government, operating under the laws of the State of Illinois and as such are subject to the rules and obligations contained within the Freedom of Information Act ("IFOIA") (5 ILCS 140). Disclosure by Receiving Parties of Confidential Information or Confidential Materials as required by operation of the Illinois law including but not limited to court order, shall not be considered a violation of any provision contained herein.

The parties' respective obligations under this Agreement with respect to Confidential Information and Confidential Materials that are disclosed during the Term will survive any termination of this Agreement.

This Agreement will be interpreted and enforced in accordance with the laws of the State of Illinois, including the Illinois Trade Secrets Act, without regard to its rules relating to choice of law. Each party hereby consents to the jurisdiction and venue of any state or federal court located in Sangamon County, Illinois, with regard to any legal action relating to this Agreement and to service of process in any such action by US Mail.

This Agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes any and all prior discussions, understandings, and agreements between the parties. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of each party.

Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or

by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, five (5) days after deposit in the mail, or receipt by sender of confirmation of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing."

#### **APPENDIX A – Request for Proposal Signature Page**

The Vendor does hereby attest they have reviewed the "Court Way-finding Technology Proposal", fully understand the contents herein, and affirm that all Vendor responses entered, either through written or electronic medium, are accurate and true to the best of their knowledge.

Authorized Signature:Title	Date:
Dun & Bradstreet Number	
Federal Employer Identification Number	-
Printed Name:	-
Address:	
City/State/Zip Code:	
Telephone:	

All Vendors shall provide written documentation of authority (i.e. copy of resolution authorizing signatory to bind corporation as attested to by their corporate secretary) binding the Vendor to the Proposal which becomes part of the contract and shall provide documentation that they are in good standing and authorized to conduct business in the State of Illinois.

#### APPENDIX B – Certification of Non-Delinquency and Non- Conviction

#### **Certification of Non-Delinquency and Non-Conviction**

- 1. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-3 or 33E-4 of the Illinois Criminal Code.
- 2. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state on the following lines:

Date
Business Name
BY:
(Typed or printed name of person signing this proposal)
(Signature of authorized representative)
TITLE:
(Title or capacity of person signing)

#### **APPENDIX C – Hardware Specifications**

All equipment specified is NEW Equipment. Bids will not be accepted for factory reconditioned, returned or otherwise altered outside of the scope of this document.

Vendor Developed Identified as Appendix C.

#### **APPENDIX D – Vendor Profile / Client References**

Including herein is a list of Vendor Profile questions and Client References forms.

Following is a list of questions the Vendor is expected to answer: Vendor Profile - Company Description Provide a concise description of your company. Include information concerning general organization, staffing and experience of the company in providing Network Services Upgrade Solutions. **General Organization Description:** Staffing and Experience: Affiliates, Alliances, Etc.

Provide the names of any affiliates, alliances, joint ventures, partnerships, divisions, and subsidiaries that the Vendor has that the Client will benefit from in fulfilling the specifications under this Contract.

Vendor must specify how these services will benefit the Client.

### **Company Legal Structure**

Describe the legal entity structure of your company (e.g. corporation, partnership, sole proprietorship), publicly or privately held, list the year it was formed, and if incorporated, list in what state and country
incorporation was filed.
Publicly Held Privately Held
Company Formed:Year Incorporated in:CountryState
Accounting Firm
Provide the Name and address of the Vendor's Accounting Firm.
Strategic Partnerships
Explain strategic partnerships your company currently participates in that will enhance your company's ability to meet or exceed the requirements specified in this RFP.
ability to meet of exceed the requirements specified in this firm.

### **Vendor Longevity**

Details:			
Contract Termination:	Yes	No	
Beginning with 2007 to cur so, provide full details relat		he Vendor had a contract for services terminated for any reaso termination.	n? If
Terminations, Litigation ar	nd Debarme	ent	
Total Years in Business:_Yea	ars		
List the number of years th providing the proposed sol		nas been in business and the number of years the Vendor has b	een

Beginning with 2007 to current, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Vendor.

Description of Damages:
Reason for Penalty:
Amount of Damages: \$
Beginning with 2007 to current, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice, or activity.
Description:

Beginning with 2007 to current, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. List the year legal action began, the case number, the venue and the Client's name. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in disqualification of the Vendor's RFP response or termination of any subsequent contract. This is a continuing discloser requirement. Any such matter

### **Sangamon County Circuit Clerk Court Way-finding Technology**

Request For Proposal commencing after submission of a proposal, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Client.

Pendin	g Litigation, etc	c?			
Year	Case Number	Venue Client N	lame Disposi	tion	
elony	Convictions:				
rregul	arities? Yes	No Description:			

#### **Client References**

			<b>-</b> .	
The Vendor sr	hall provide <b>three</b>	Previous Client	References to	include:

- 1. Company name
- 2. Contact Person
- 3. Address
- 4. Telephone Number
- 5. Type of Service provided
- 6. Date of Service time frame when Vendor completed

Company Name:	
Contact	
Phone Number:	
Address	
Type of Service:	

Date of Service:	
Company Name:	
Contact:	
Phone Number:	
Address:	
Date of Service:	
Company Name:	_
Contact:	
Phone Number:	
Address:	

Type of Service:	
Date of Service:	