



Madison County Government
Administrative Services

Malik Fazil • Purchasing Director
Madison County Administration Building
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Kurt Prenzler, CPA
County Board Chairman

April 12, 2024

-NOTICE TO BIDDERS-

Notice is hereby given that sealed proposals will be received by the Judiciary and Finance & Government Operations Committees of the Madison County Board for **IMAGING AND DIGITIZATION SERVICES**.

Specifications, instruction to bidders, bid form and all data necessary to submit a sealed statement of proposals may be obtained from the Purchasing Department, Madison County Administration Building, 157 N. Main St., Suite 59, Edwardsville, IL or by visiting the Madison County website at: <https://apps.co.madison.il.us/adminservices/vendors/> or at <https://www.bidnetdirect.com/>

SEALED BIDS will be accepted at the Madison County Purchasing Department, 157 N. Main St., Suite 57, Edwardsville, IL or electronically at <https://www.bidnetdirect.com/> no later than **1:00 P.M. WEDNESDAY, APRIL 24, 2024**. Sealed proposals will be publicly opened and read aloud at **1:15 P.M.** in the County Board Office Meeting Room, which is located on the first level of the Administration Building in Suite 145.

Submittals shall be marked on the sealed envelope: **“Public Defender & ROE Digitization”**

The right is reserved to reject any and all bids.

Madison County is an “Equal Opportunity Employer”.

Sincerely,

A handwritten signature in blue ink, appearing to read "Malik Fazil".

Malik Fazil, Purchasing Director

Table of Contents

1.	STATEMENT OF WORK.....	2
1.1	PURPOSE.....	2
1.2	COVERAGE & PARTICIPATION.....	2
2.	GENERAL INFORMATION.....	2
2.1	ORIGINAL RFP DOCUMENT.....	2
2.2	THE ORGANIZATION.....	2
2.3	EXISTING DOCUMENT ENVIRONMENT.....	2
2.4	SCHEDULE OF EVENTS.....	2
3.	PROPOSAL PREPARATION INSTRUCTIONS.....	3
3.1	VENDOR'S UNDERSTANDING OF THE RFP.....	3
3.2	GOOD FAITH STATEMENT.....	3
3.3	COMMUNICATION.....	3-4
3.4	PROPOSAL PREPARATION AND SUBMISSION.....	4-5
3.5	CRITERIA FOR SELECTION.....	5-6
4.	SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS.....	5-9
4.1	TECHNICAL SPECIFICATIONS (a-u).....	5-9
5.	VENDOR QUALIFICATIONS & REFERENCES.....	9
6.	BUDGET & ESTIMATED PRICING.....	9-10
6.1	TOTAL COST SUMMARY.....	9-10
7.	ADDITIONAL TERMS & CONDITIONS.....	10
7.1	PERSONAL INFORMATION.....	10
7.2	COSTS.....	10
7.3	INTELLECTUAL PROPERTY.....	11
7.4	RESPONDENT'S RESPONSES.....	11
7.5	GOVERNING LAW.....	11
7.6	NO LIABILITY.....	11
7.7	NONDISCRIMINATION OF CONTRACTORS.....	11
7.8	TAX EXEMPT STATUS.....	11
7.9	ENTIRE RFP.....	11
7.10	CHANGES IN REQUEST FOR PROPOSAL.....	12
7.11	PROPRIETARY INFORMATION.....	12
7.12	ACCEPTANCE/REJECTION.....	12
7.13	INSURANCE.....	12
8.	VENDOR CERTIFICATION.....	13
9.	Schedule A Bid Pricing and Options.....	14
10.	Bid Form.....	15
11.	References.....	16-18

REQUEST FOR PROPOSALS

1. Statement of Work

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply a Document Digitizing Service and Document Management Solution for the Madison County Public Defender and Regional Office of Education Offices.

1.2 Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of the County. Madison County reserves the right not to enter into any contract, to add and /or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

2. General Information

2.1 Original RFP Document

Madison County shall retain the RFP, and all related terms and conditions, exhibits and other attachments, in their original form and in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

2.2 Existing Document Environment

Our physical documents are in three separate locations. The Madison County Administration Building and at a facilities in Wood River and Granite City, Illinois.

2.3 Schedule of Events

The following is a tentative schedule that will apply to this RFP but may change in accordance with the organization's needs or unforeseen circumstances. Changes will be communicated by e-mail to all invited bidders.

Proposal Due	April 24, 2024 – 1:00 p.m.
Bid Opening	April 24, 2024 – 1:15 p.m.
County Board Approval	May 15, 2024

3. Proposal Preparation Instructions

3.1 Vendor's Understanding of the RFP

In responding to the RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Madison County Purchasing Department as necessary to gain such understanding. Madison County reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, Madison County reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Madison County.

3.2 Good Faith Statement

All information provided by Madison County in this RFP is offered in good faith. Individual items are subject to change at any time. Madison County makes no certification that any item is without error. Madison County is not responsible or liable for any use of the information or for any claims asserted there from.

3.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

- 3.3.1 **Vendor's Inquiries:** Applicable terms and conditions herein shall govern communications and inquiries between Madison County and vendors as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Madison County Administration Building
157 N. Main St. Ste. #59
Edwardsville, IL 62025

Attention: Malik Fazil, Purchasing Director
Email: supportservices@madisoncountyl.gov

- 3.3.2 **Informal Communications** shall include, but are not limited to: requests from/to vendors or vendors' representatives in any kind of capacity, to/from any Madison County employee or representative of any kind or capacity with the exception of the County staff for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted in writing to the named above at any time.

- 3.3.3 **Formal Communications** shall include but are not limited to:

- Questions concerning this RFP must be submitted in writing and be received prior to April 18, 2024 @ 1:00 p.m.
- Errors and omissions in this RFP and enhancements. Vendors shall recommend to Madison County any discrepancies, errors, or omissions that may exist within this RFP.

With respect to this RFP, vendors shall recommend to Madison County any enhancements, which might be in Madison County's best interest. These must be submitted in writing and be received prior to January 12, 2024 – 1:00 p.m. CST. Inquiries for clarifications/information that will not require addenda may be submitted in writing to the buyer named above at any time during this process.

- Written presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

3.3.4 Addenda: Madison County will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within 5 business days. All questions, answers, and addenda will be shared with all recipients.

3.4 Proposal Preparation and Submission

To be considered for selection, the Proposal must be signed by an authorized representative of the Proposal and be delivered **sealed** to:

Malik Fazil
Purchasing Department
157 N. Main St. Ste. #59
Edwardsville, IL 62025

Bids will be delivered in a sealed envelope and will be clearly marked on the lower left-hand corner of the outside of the envelope with the following information: **SEALED PROPOSAL FOR IMAGING PROJECT**. One (1) original and two (2) copies of your response, and one digital/electronic copy (provided by USB/thumb drive) of your response to this RFP must be submitted. No bids will be accepted after the deadline.

Bids may also be submitted electronically to: <https://www.bidnetdirect.com/>

3.4.1 **Proposal Format**: To be considered substantive, the Proposal must respond to all requirements of the RFP. Any other information thought to be relevant, but not applicable to the Project Specifications, should be provided as an appendix to the Proposal.

1. **Cover Letter** – The cover letter shall be signed by an officer of the firm or joint venture or by another person with authority to act on behalf of and bind the entity. Indicate contact person for the project.
2. **Table of Contents**
3. **Executive Summary** – Provide a summary of the proposal.
4. **Scope of Services** – A response to each item as set for the in the "Project Specifications" contained herein and how your firm will approach delivery of those services. Explain how your firm handles delicate and original documents, how it handles physical evidence that may be found within case files, how it handles damaged files and documents within a case file, how it handles trial documents and exhibits in a case file, and how it handles confidential attorney work product and notes included within files.
5. **Document and Data Management Process** – Provide a step-by-step work plan of the company's digitizing process including work site, inventory reports, storage, preparation,

tracking scanning, data capture, data indexing, quality control, image enhancements, formatting, and security.

6. **Company's Relevant Qualifications** – Include a narrative statement articulating the company's key features and structures. Include a list of all other government offices in the region for which the company has performed similar services using the attached "References" page(s). Information confidentiality is critical. Within your proposal, please explain in detail your firm's safeguards addressing employee's confidentiality requirements.
7. **Key Team Members** – Include a description of the key members of the firm and the organizational structure. 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 case files.
8. **Project Schedule** – This should be milestone schedule for the entire project authorization through all stages.
9. **Additional Information Sheets** – Complete the Additional Information Sheets attached hereto and include any further information that may pertain to your proposal.

Vendor Reference Requirements

It is imperative that vendors have a working knowledge and experience in filming/imaging/indexing County records. A vendor must be capable of accurately identifying documents within each file that may need to be identified. Enclosed is a reference sheet in order to provide County with the customers the vendor has provided this type of service for. Please list a minimum of four government customers within Illinois for which your firm has provided similar services.

All information requested in Section 3.4 of this RFP should be submitted. Any respondent to the RFP that fails to submit all information requested may be required to promptly submit missing information which may result in a low evaluation of the proposal. Madison County may reject proposals, which are substantially incomplete or lack key information.

The proposal should be prepared simply, providing a clear and concise description of capabilities that meet the criteria of this RFP. All pages of the response to this RFP are to be numbered.

3.5 Criteria for Selection

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and organization. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to supply Madison County with a document digitization and indexing solution identified in the Scope of Work. Selections will be based on the capability of the vendor to meet the following criteria:

Evaluation Criteria:

1. Capability of vendor to provide Madison County Records Imaging and indexing solution.
2. Vendor's depiction of average response times for support requests
3. Vendor's ability to demonstrate timeline and implementation strategy for the proposed system.

4. Ease of operations, management and support of the imaging and indexing
5. Capability of vendor to provide administrator and/or end user training.
6. Cost effectiveness of the Madison County Imaging Project solution

4. Scope of Work, Specifications & Requirements

Madison County is requesting proposals from qualified firms interested in providing services for digitizing Vital Records, support, warranty, and training.

4.1 Technical Specifications

- a. **On-Site or Off-Site Scanning** – Vendors may provide pricing and details for either on-site or off-site scanning, or a combination of the two depending on the Vendors' recommendation. The Vendor will provide all necessary hardware, software, and staff to perform scanning onsite; and the media must be scanned by qualified staff who have passed County approved background checks. The Vendor will provide necessary services to ensure that all pages scanned must be accounted for and any missed scans be captured prior to the scan team leaving the County. For Off-Site Scanning: 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, if an inspection is selected by County. 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 if an inspection is elected by County. 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 facilities 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. Vendors 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 500 boxes at one time. Vendors must be able to store them for an unspecified period. Please include any charges for additional storage, and any other charges for storage and retrieval. The contractor must have a minimum of a full-service facility for backup in case of disaster. This second facility must be within a 6-hour drive of Madison County 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. The vendor must provide a bonded courier for pick up and possible delivery back of documents.
- b. **Inventory Report** – The Vendor will inventory the files, boxes, and books and create an Inventory Report. Vendor staff will input their employee number and the quantity of images after completing each step: scanning, cropping, inspecting, indexing, enhancing, formatting, and shipping.
- c. **File Tracking** – The Vendor will apply labels to the County's shelving units to identify the location where files, boxes, and books are to be returned after scanning. Labels will be removed once scanning is completed.
- d. **File Handling** – Files, boxes, and books, and files that may be contained within them, will be removed from shelves in sequential order. Pages **will not** be cut from binders (if

applicable). Pages in removable binders may be removed for scanning but must be returned in sequential order. All files, boxes, and books must be returned onto shelves in their original order. Extreme care must be exercised when handling documents of a fragile and delicate nature. 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.

- e. **Automatic Image Enhancement** – The Vendor will automatically deskew and remove solid black borders on each TIFF image for optimum file compression. In cases where there may be black images with white text (if applicable) the Vendor will automatically reverse any TIFF image so that white text becomes white images with black text. There could also possibly be some pages which have marginal notations and dual polarity, where additional processing may be required during physical image enhancement.
- f. **Image Inspection & Poor-Quality Reporting** – The Vendor will visually inspect 100% of the TIFF images for poor quality by comparing the black and white TIFF images to the color JPEG images. If illegible data is identified on the TIFF image that is present on the JPEG image, the TIFF will be “flagged” for poor quality and reported to the County in a CSV file. The Vendor must provide the County with a software utility to easily sort, inspect, and approve poor quality images.
- g. **Double Image Inspection & Verification (Optional)** – The Vendor must provide the option to have a second inspection on imaged, whereby 100% of the images must be inspected by a second inspector and the images must be compared electronically and any mismatches be determined by a third inspector.
- h. **Excess Border Removal** – The Vendor will provide manual cropping to provide a more accurate original page size, fewer bytes per image and better performance of the system and overall appearance of every image. No data or marginal notations will be removed from the image during this process.
- i. **Manually Group & Index** – The Vendor's experienced staff, with thorough County records knowledge, must group individual pages together for each document and index each document first page of each new document.
- j. **Double Group, Index & Verify (Optional)** – The Vendor must provide the option to have a second grouping/indexing service, whereby the Vendor must group and index a second time by a second indexer. The document and indexes identified by the first indexer and the second indexer must be compared electronically and any mismatches must be inspected, verified, and corrected by a third indexer.
- k. **Image Enhancement** – The Vendor must have the ability to adjust the poor contrast of an entire page or any specific area on a page (without degrading the quality of the rest of the page) to provide the most legible images possible. If the County is not satisfied with the legibility of any image, at any time, the Vendor will enhance the TIFF image from the JPEG backup image without having to physically rescan the original media.
- l. **Page Duplication** – Some files may have pages that contain multiple documents on a single page. These pages must be electronically duplicated so that each grouped document has its own set of images.

- m. Double Page Duplication (Optional)** – The Vendor must provide the option to have a second page duplication service, whereby the Vendor must create a second set of duplicated images and electronically compare them against the first set of duplicated images and any mismatches must be corrected by a third operator.
- n. Masking (Optional)** – The Vendor must provide an option to mask multiple documents on a page, so that only one document is visible at a time. Page numbers, page margins, and overall format of the page must not be changed.
- o. Dual Polarity Correction** – Some pages could possibly contain a mix of black text on white background and white text on black background. Should these pages be encountered, the Vendor must have the ability to correct this issue, when applicable, and adjust the background polarity so the entire page contains white background with black writing.
- p. USB Hard Drives** – At the completion of the project, the Vendor will provide all single page, raw, JPEG, and TIFF images as well as all formatted images on external USB Hard Drives. One set will be shipped to the County for import and onsite backup. One set will be stored at the Vendor's facility for offsite backup.
- q. Miscellaneous information** – This project is for scanning documents already in existence and is not a go-forward scanning project.
- r. Off-Site Storage (Optional)** – Vendors offering this service must provide pricing and details on such service which shall include removal of the records from County facilities, shipping or hauling the records to the Vendor's off-site facility, and storage at the same, as well as the location of and storage conditions of and in the facility, and all other pertinent details.
- s. Other Services (Optional)** – Based on Vendors' review of the quantity and type of documents and records subject to this project, Vendors may make additional offers of optional services, or other recommendations that may not be specifically included in this Request for Proposals, to the County which the Vendors consider beneficial for the County's consideration. The County may, in its sole discretion, determine to select additional, optional services as presented by the Vendors, and may select a Vendor based upon the optional services offered.
- t. Project Begin and End Date:** Vendors must propose options for beginning and end dates for this project based on the type and quantity of records, however the project must be completed no later than July 8, 2024. County may consider the proposed expediency of the Vendors in its award determination.

5. Vendor Qualifications & References

All vendors must provide the following information in order for their proposal to be considered:

1. A brief outline of the vendor company and services offered, including:
 - Full legal name of the company
 - Year business was established.
 - Number of people currently employed.
2. An outline of the product line-up and/or services they currently support.
3. A description of their geographic reach
4. Information on its current clients, including:
 - Total number of current clients
 - A list of clients with similar needs using similar products and/or services
 - Evidence of successful completion of a project of a similar size and complexity
5. References: Contact information for five references (if possible) from projects performed for State's Attorney's Offices or other prosecution offices in the region similar in size, application, and scope and a brief description of their implementation.

6. Budget & Estimated Pricing

All vendors must fill out the following Total Cost Summary for the implementation of their solution project as described in this RFP. Costs should be identified as either capital or non-capital in nature.

6.1 Total Cost Summary

Provide a total cost summary as displayed below.

Total Cost Summary	
Costs	TOTAL
Hardware	
Software Licensing	
Installation	
Maintenance	
Documentation & Training	
Project Management	
Miscellaneous	
Other (Specify)	
Total:	

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Software Licensing: List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed solution.

Installation: Describe any labor, equipment, supplies, or other costs associated with installing your proposed solution.

Maintenance: Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

Document & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Miscellaneous: List and describe any other costs associated with your proposed solution as appropriate using Schedule A.

In the event the bidder is providing options or optional services, provide the same cost breakdown for each option or optional service, as necessary or helpful.

7. Additional Terms & Conditions

7.1 Personal Information

7.1.1 General

Depending on the circumstances, Madison County may require information related to the qualifications and experience of persons who are offered or available to provide services. This may include, but is not limited to, resumes, documentation of accreditation, and/or letters of reference. The Respondent should not submit as part of its Response and information related to the qualifications and experience of people who are proposed or available to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the Respondent.

7.1.2 Requested Personal Information

Any personal information that is requested from each Respondent by Madison County shall only be used to consider the qualified individuals to undertake the project/services and to confirm that the work performed is consistent with these qualifications. It is the responsibility of each Respondent to obtain the consent of such individuals prior to providing the information to Madison County. Madison County will consider that the appropriate consents have been obtained for the disclosure to and use by Madison County of the requested information for the purposes described.

7.2 Costs

The RFP does not oblige Madison County to pay for any costs, of any kind whatsoever, which may be incurred by a Respondent or any third parties, in connection with the Response. All Responses and supporting documentation shall become the property of Madison County, subject to claims of confidentiality in respect of the Response and supporting documentation.

7.3 Intellectual Property

The Respondent should not use any intellectual property of Madison County including, but not limited to, all logos, registered trademarks, or trade names of Madison County, at any time without the prior written approval of Madison County, as appropriate.

7.4 Respondent's Responses

All accepted Responses shall become the property of Madison County and will not be returned.

7.5 Governing Law

This RFP and the Respondent's Response shall be governed by the laws of the State of Illinois and the Madison County Code of Ordinances.

7.6 No Liability

Madison County shall not be liable to any Respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Respondent responding to the RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

7.7 Nondiscrimination of Contractors

A bidder, vendor, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

7.8 Tax Exempt Status

Sales of goods to Madison County are normally exempt from State sales tax. Tax certificates of exemption will be issued upon request.

7.9 Entire RFP

This RFP, any addenda to it, and any attached schedules, constitute the entire RFP.

7.10 Changes in Request for Proposal

Madison County reserves the right to amend, modify, or cancel this RFP at any time. If it becomes necessary to revise any part of the RFP, or otherwise provide additional information, an addendum will be issued by the county and furnished to all firms that have received copies of the original RFP.

7.11 Proprietary Information

Any restrictions on the use of data contained within a proposal and all confidential information must be clearly stated at the top and bottom of each page of the proposal. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with applicable Illinois statutes.

To the extent permitted by law, it is the intention of Madison County to withhold the contents of the proposals from public view until such time as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Madison County. At that time, all proposals will be available for review in accordance with the Illinois Freedom of Information Act.

7.12 Acceptance/Rejection

Madison County reserves the right to accept or reject any or all proposals as deemed to be in the best interest of Madison County and to waive all irregularities in the proposal process. Madison County also reserves the right to enter into discussions and/or negotiations with one or more qualified bidders at the same time.

7.13 Insurance

The successful proposer will be required to provide evidence of insurance for General Liability, Employer's Liability, and Errors and Omissions Insurance. The vendor will also be required to provide Worker's Compensation Insurance in accordance with Illinois State Law.

8. Vendor Certification

This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to RFP-Madison County Records Imaging and Digitization Services issued by Madison County. The undersigned is a duly authorized officer, herby certifies that:

(Vendor Name)

Agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP.

The undersigned further certify that their firm (check one):

IS

IS NOT

Currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify Madison County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Signature of Authorized Officer:

Name: _____ Title: _____

Signature: _____ Date: _____

SCHEDULE A

Pricing and Options Please cost out each specification item as appropriate using **Section 4.1.**

On-Site Scanning –	\$ _____
On-Site Content Inspection –	\$ _____
Inventory Report –	\$ _____
Book Tracking –	\$ _____
Book Handling –	\$ _____
Automatic Image Enhancement –	\$ _____
County Review & Pilot Approval –	\$ _____
Image Inspection & Poor-Quality Reporting –	\$ _____
Double Image Inspection & Verification (Optional) –	\$ _____
Excess Border Removal –	\$ _____
Manually Group & Index –	\$ _____
Double Group, Index & Verify (Optional) –	\$ _____
Image Enhancement –	\$ _____
Page Duplication –	\$ _____
Double Page Duplication (Optional) –	\$ _____
Masking (Optional) –	\$ _____
Marginal Notations –	\$ _____
Dual Polarity Correction –	\$ _____
Formatting –	\$ _____
USB Hard Drives –	\$ _____

*Any other costs associated with fulfilling this project or proposal options and optional services not listed above, indicate separately in bid.

TOTAL \$ _____

BID FORM

We, _____ (hereinafter: Bidder) propose to provide the requested services per the requirements of this Request for Proposal (RFP) in accordance with the specifications contained herein. We have thoroughly examined the RFP issued by Madison County for State's Attorney's Office Records Imaging and Digitization Services. We agree by submitting our response to (1) hold our bid valid for at least ninety (90) days from the bid opening and that (2) the terms of this RFP become part of any future contract between the County and the Vendor, with the terms of this RFP prevailing in the case of conflict.

The Bidder agrees to perform the work defined in Request for Proposal for a sum of _____ Dollars (\$ _____).

(The amount of proposal shall be shown in both writing and figures. In the event of a discrepancy between the two, the written amount shall govern).

Estimated start date: _____

Estimated completion date: _____

Respectfully Submitted,

By: _____

Print Name & Title

Business Address

Telephone Number

Email Address

REFERENCES

Imaging/Indexing Services for MADISON COUNTY

List below a minimum of 4 government offices in the region for whom you have provided similar services. (All references will be contacted)

1. Name: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date and scope of Project: _____

2. Name: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date and scope of Project: _____

3. Name: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____

Date and scope of Project: _____

4. Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and scope of Project: _____

5. Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and scope of Project: _____

6. Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Date and scope of Project: _____

DEPARTMENT	10" H x 15" W x 24" D BOXES
PUBLIC DEFENDER	150
REGIONAL OFFICE OF EDUCATION	150

“INSTRUCTIONS TO BIDDER”

1. All items contained in the “Instructions to Bidder” are applicable to the call for bids.
2. No bid may be withdrawn after the scheduled closing time for receipt of bids at least sixty (60) days.
3. Envelope containing bid shall be marked plainly, **“SEALED BID” – Madison County Public Defender – ROE Digitization**, date and time of closing written thereon. All bid proposals must be signed with the firm name in ink and by an authorized officer or employee of the company. Electronic bids will be accepted at <https://www.bidnetdirect.com/>
4. Unless otherwise stated in this call for bids, each bidder must submit with his bid either a certified check on any bank, a cashier’s check on a bank doing business in the County, or a combination bid and supply bond acceptable to the County in the amount of 5% of the total base bid, payable to the County, as guarantee that the successful bidder will supply material or services as specified. **–NOT REQUIRED**
5. The Contractor, before commencing Work, shall furnish Performance Bond and Labor/Material Payment Bond with a surety licensed to conduct business in Illinois equal to the amount of the Contract, guaranteeing the completion of the Work and performance of the Contract and the payment for all labor and materials incorporated in the Work. Said Bonds shall be presented to the Purchasing Department, Madison County Administration Building, 157 N. Main St., Ste. #59, Edwardsville, IL 62025, within seven (7) working days after notification of bid award. Failure to supply said Performance Bond, Labor/Material Payment Bond or acceptable surety shall result in retraction of bid award. **–NOT REQUIRED**
6. All bids must include all taxes that are applicable to the County. The City and State of Illinois sales tax and Federal Taxes are not applicable to sales made to the County and must be excluded. The County Auditor, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.
7. Bid price to be F.O.B. Edwardsville, with delivery to Madison County using point within the area unless otherwise stated in this call for bids. Prices shall be stated in units and quotations made on each item separately. In case of conflict, unit price shall govern.
8. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink by person signing proposal. The proposal must be signed by an authorized officer or individual.
9. Bidder must state brand name and/or manufacturer of each item proposed in his bid. Guarantee and/or warranty must also be stated.
10. Parts and materials must be of current day (latest model) and meet Specifications. This provision excludes surplus, remanufactured and used products except as alternate bid unless otherwise stated in this call for bids.
11. Bids will be considered on equipment or material complying substantially with Specifications provided each deviation is stated and substitution is described, including technical data when applicable, in a letter attached to bid.

The County reserves the right to determine as to whether such substitutions or deviations are within the intent of the Specifications and will reasonably meet the service requirements of the using department. In addition to price and applicability, consideration for award may be given to engineering design which adds safety, convenience or adaptability for the use intended. Brand name which may be mentioned in Specifications does not indicate a preference and is used only as a reference to the type and quality of materials or equipment desired.
12. Time of delivery is part of the consideration and must be stated in definite terms as this may be a factor in making the award. If time varies on different items, the bidder shall so state.
13. Unless otherwise specified, materials and equipment will be inspected by the using department as to meeting the quality requirement of the call for bids. When deemed necessary, samples of supplies or material will be taken at random, from stock received, for submission to a commercial laboratory, or other appropriate inspection agency, for analysis and test as to whether the material conforms, in all respects, to the specifications. In cases where the commercial laboratory report indicates that the material does not meet the Specifications the expense of analysis is to be borne by the successful vendor and the order, or balance thereof may be cancelled by the County.
14. Bidders must be sure to specify any terms they wish to offer. Cash discounts will be deducted from the base bid in determining the low bidder, except, cash discounts based on payment in less the ten (10) days will not be considered.
15. In case of default by the vendor(s), the County may procure the articles or services from other sources and may deduct from

Unpaid balance due the vendor or may collect against the bond or surety for excess costs so paid, and the prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

16. The bidder, shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind on account of Use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid call.
17. Successful bidder is specifically denied the right of using in any form or medium the name of Madison County for public advertising unless express permission is granted by the County.
18. The authorized committee(s) for the County reserves the right to reject any or all bids, or any part thereof, or to accept any bid or part thereof, or to waive any informalities in any bid, deemed to be in the best interest of the County.
19. Madison County shall not award contracts to businesses owing delinquent taxes to Madison County at the time bids are awarded.
20. Bidder is expected to be an "Equal Opportunity Employer" as required by Article III, Rules III, Fair Employment Practices Commission.
21. All Specifications and Instructions to Bidders must be clearly answered and stated in definite terms.
22. Sealed bids will be received until **1:00 p.m.**, then publicly opened and read aloud at **1:15 p.m. Wednesday, April 24, 2024**, in the Board Committee Room which is located on the first level of the Administration Building in Suite 145.

BIDDERS ARE WELCOME TO ATTEND THIS MEETING.

23. If any additional information is needed contact:

Madison County Support Services
supportservices@madisoncountyl.gov

24. Successful bidder cannot make delivery of successful material and/or services as specified until contract has been properly signed By the Madison County Board Chairman and the successful vendor.
25. Sealed bids received after designated time will be considered "**NO BID**" and as "**VOID**".
26. By not complying with all phases of the Specifications and Instructions to Bidders, may cause the bid to be automatically rejected.
27. Bidder must comply with the "Preference to Citizens" (Illinois) on "Public Works Project Act", and the wages of employees or public works (Prevailing Wage Act), and bidder agrees to execute a Project Agreement and to submit an acknowledgement with bid documents (copy attached).
SHALL BE RESPONSIBILITY OF BIDDER TO VERIFY PREVAILING WAGE SCHEDULE.
28. Bidder should state where applicable that the firm is licensed to do business in the State of Illinois. (Out of state firms should satisfy all licensing requirements as required by the State of Illinois, failure to meet appropriate state licensing and statutory regulations can result in the contract to be entered into regarded as voidable).
29. Successful bidder shall hold the County, its Officers, Agents, and Employees, harmless from liability of any nature or kind, and shall sign and file with the County the attached "Hold Harmless and Indemnity Clause".

This form must be submitted to the County at the same time the contractor files his Performance Bond and Labor/Material Payment Bond.

30. Successful bidder, should the job be done, will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following coverage in the amount of one million dollars (\$1,000,000) for each category of coverage except as noted herein:

1. Liability Insurance
 - Commercial General Liability
 - Products Completed Operations Liability
 - Contractual Liability
 - Comprehensive Automobile Liability

2. Worker's Compensation & Employers Liability \$500,000.

If the contractor should use any subcontractor, the contractor shall include all subcontractors as insured under its policies, or shall furnish to Madison County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements of the contractor.

Bidder shall submit, along with his bid, a copy of his current "Certificate of Insurance".

31. Madison County does not discriminate against the disabled in either their employment practices or the services they provide.
32. With request for payment, in triplicate, the bidder shall furnish a Contractor's Affidavit/Waiver of Lien from all parties Concerned. Failure to supply Waiver of Lien or evidence of payment of all current accounts will be considered grounds for withholding partial payment and failure to supply Waiver of Liens for the entire job on completion will be grounds for withholding final payment.
33. Bids MUST be submitted on attached bid forms.

ACORD # CERTIFICATE OF INSURANCE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED
Sample Certificate

- COMPANY A
- COMPANY B
- COMPANY C
- COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. Limits SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	x	x				PRODUCTS-COM/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> Policy <input type="checkbox"/> Loc						FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> Project <input type="checkbox"/> Other						MED EXP (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	x					BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE	
	GARAGE LIABILITY						AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/>						OTHER THAN AUTO ONLY:	
	<input type="checkbox"/>						EACH ACCIDENT	
	<input type="checkbox"/>						AGGREGATE	
A	EXCESS LIABILITY						EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM						AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL.		x				EL EACH ACCIDENT	\$ 500,000
							EL DISEASE - POLICY LIMIT	\$ 500,000
A	OTHER						EL DISEASE - EMPLOYEE	\$ 500,000
	Cyberliability	x					EACH OCCURRENCE & AGGREGATE	\$1,000,000 each

Sample

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS -

Madison County Government is named as additional insured for all liability policies. All coverage afforded to the additional insured(s) under this policy shall be on a primary basis. If additional insured(s) other insurance, which is applicable to the loss, such insurance will be on an excess basis. The amount of the company's liability under the policy shall not be reduced by the existence of such insurance. Waiver of subrogation in favor of the additional insured(s) applies to all liability policies and workers compensation. Insurance carriers are to provide Madison County Government at least 30 days notice prior to cancellation of any policy.

CERTIFICATE HOLDER

Madison County Government
157 N Main St, Suite 154
Edwardsville, IL 62025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

5/1/2023

This page is mandatory

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

Contracting Party shall indemnify, defend and save Harmless Madison County from and against any and all claims, debts, damages, judgements, awards, losses, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature to the extent caused or occasioned by, or contributed to by the negligence of Contracting Party or anyone acting under its direction or control or on its behalf in connection with or incidental to any contracts between the Contracting Party and Madison County. All questions involving contributory acts, omissions, fault, or negligence of Madison County with Contracting Party will be determined in accordance with applicable law. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, including agents and employees of Madison County, Contracting Party, other contracting parties and subcontractors and damage to any real or personal property, including property of Madison County, Contracting Party, other contracting parties and subcontractors. Contracting Party will, on request and at its expense, defend any action, suit or proceedings arising hereunder and shall reimburse and pay Madison County for any loss, cost, damage or expenses (including legal fees) suffered by it hereunder consistent with subcontractor's indemnity obligation hereunder. Such obligation shall not be construed to negate or abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Clause. In no event shall the Contracting Party be liable for, and Contracting Party expressly disclaims any liability for any incidental or consequential damages no matter under what theory or facts advanced.

In any and all claims against Madison County by any employees of Contracting Party, anyone directly or indirectly employed by Contracting Party or anyone for whose acts Contracting Party may be liable, the indemnification obligation under this Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contracting Party under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

If, for any reason during the performance of the above stated contract, Contracting Party rents, leases or uses equipment of Madison County, Contracting Party shall indemnify, defend and hold harmless Madison County (including its officers, agents, and employees from any loss (including costs and attorney's fees) or damage caused by that equipment. Furthermore, Contracting Party shall be liable to Madison County for any loss or damage to that equipment.

This agreement shall specifically not require Contracting Party to indemnify Madison County from Madison County's own alleged negligence in violation of Chapter 740 ILCS 35/1.

This Hold Harmless and Indemnification Agreement shall apply to all contracts between the Contracting Party and Madison County.

Dated: _____

Authorized Representative

Contracting Party Name

Address

City/State/Zip Code

Telephone Number

This page is mandatory

Tier 1 - Vendor Agreement
(As it applies to insurance coverage)

Business Name: _____

Address: _____

Phone/Fax/Email: _____

Before commencing work for Madison County Government all vendors agree to the following hold harmless agreement:

“To the fullest extent permitted by law, the vendor shall indemnify and hold harmless the Owner, contractor, architect, Architect consultants, and agents and employees of any of the previously mentioned from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the vendors work, provided that any such claim damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by negligent acts or omissions by the vendor, the vendors subcontractor’s, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of Indemnity which would otherwise exist which as to a party or person described in this paragraph.”

Vendor also agrees to supply Madison County Government with a current certificate of insurance verifying the following:

- Workers Compensation: Statutory limits, including Employers liability of \$500,000 each accident, \$500,000 policy limit for disease, \$500,000 each employee for disease. **Waiver of Subrogation** in favor of Madison County Government must be included. Workers Compensation must be provided for all persons performing work at the jobsite, including but not limited to any principles, officers, employees of the vendor, sole proprietors, subcontractors, and sub-subcontractors. If owners, principles, officers or sole proprietors choose to exclude themselves from workers compensation, they agree they shall not, at any time, or in any way, seek such benefits, or any recompense, from Madison County Government for any on-the job related injury arising out of the work covered or contemplated by this Vendor Agreement.
- Commercial General Liability (including Bodily injury and property damage, completed operations, broad form property damage, contractual liability, for the obligation of vendor to Indemnify Madison County Government under the agreement, and per jobsite aggregate. Minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate. **Additional Insured and Waiver of Subrogation** in favor of Madison County Government must be included.
- Commercial Automobile Liability minimum limits of \$1,000,000 combined single limit. Additional insured and waiver of subrogation must to be included.

- Vendor to name Madison County Government (and others if requested) as additional insured's (form CG2010 11/85 or CG2010 07/04 **and** CG2037 07/04) include both work in process (ongoing operations) and completed work (completed operations). If insurance company specific forms replace the forms mentioned above, the additional insured form **MUST** be forwarded and approved prior to commencing work.
- All coverage afforded to the additional insured under this policy shall be **primary** insurance. If the additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- If work of a professional nature is to be performed, professional liability (Errors and Omissions) must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Madison County Government must be named as additional insured to this policy.
- If your work will require that you have access to any computer hardware or systems, cyber liability must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Madison County Government must be named as additional insured to this policy.
- Limits of insurance are non-negotiable.
- Insurance must remain in place and be effective for no less than two years after project completion.
- Insurance Company(s) must be financially stable, rating of A-/VII or better, per A.M. Best Guidelines.
- This agreement shall not, in any way, affect Madison County Government's responsibility to perform the underlying contractual obligations to which this Vendor Agreement applies, within industry standards and workmanship-like manner.

Name & Title

Signature

Date