

Request for Proposals for Software and Implementation Services for a Court Case Management System (CCMS) Software Systems Environment



Solicitation Due Date: Thursday, August 28, 2025 **Time:** 4:00 p.m. (Central Time)

All Proposals must be received by Champaign County, (County) by the date and time cited above. It shall be the Proposer's sole risk to assure submission by the designated time.

VENDORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Solicitation packages can be obtained by downloading from the County's website <https://www.co.champaign.il.us/bids>, for further information on obtaining copies of the RFP. Should you experience problems downloading the solicitation, contact Bud Windelborn bud.windelborn@champaigncountyil.gov.

All questions concerning the RFP **must** be submitted via email only, to BerryDunn (Kate Offerdahl-Joyce – kate.offerdahl-joyce@berrydunn.com), as identified within this solicitation in [Section 1.8](#). Communications with other the County staff may disqualify you from the evaluation process.

Forms, Worksheets, and Other Attachments

Attachment A – Proposal Response Forms

(See MS Word document "Champaign County CCMS RFP – Attachment A.docx")

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet "Champaign County CCMS RFP – Attachment B.xlsx")

Attachment C1 – Cost Worksheets

(See MS Excel spreadsheet "Champaign County CCMS RFP – Attachment C1.xlsx")

Attachment C2 – Cost Narrative

(See MS Word document "Champaign County CCMS RFP – Attachment C2.docx")

Forms, Worksheets, and Other Attachments.....	i
1 RFP Introduction and Background	4
1.1 Introduction.....	4
1.2 About the County and the Court.....	4
1.3 Project Objectives	5
1.4 Definitions	6
1.5 RFP Schedule of Events.....	6
1.6 Prequalification of Vendors	7
1.7 Minimum Qualifications	7
1.8 Questions and Inquiries	7
1.9 Non-Mandatory Pre-Proposal Vendor Teleconference	8
1.10 Amendments and Addenda.....	8
1.11 Non-Warranty of RFP Information.....	8
2 Project Scope.....	9
2.1 Functional Areas	9
2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality.....	11
2.3 County and Project Staffing	11
2.4 Deployment Model	12
2.5 Data Conversion	12
2.6 Number of Users.....	13
2.7 Potential Phasing and Target Live Dates	13
2.8 Current Applications Environment.....	14
2.9 Project Management Documentation	15
2.10 Budget	16
2.11 Personnel	16
2.12 Software Upgrades	16
2.13 Performance Review.....	17
3 Proposal Evaluation and Award	18
3.1 Evaluation Process	18
3.2 Clarification and Discussion of Proposals	19
3.3 Evaluation Criteria.....	19
3.4 No Obligation, Right of Rejection, and Multiple Award	21
3.5 Offer Held Firm	22
3.6 Contract Negotiation	22
3.7 Failure to Negotiate.....	22
3.8 Contract Type	22
3.9 Contract Changes	23

3.10	Contract Approval	23
4	Submittal Response Format	24
4.1	General Instructions	24
4.2	Technical Proposal Organization Guidelines	25
4.3	Content for Tabs 1 – 14	25
4.4	Price Proposal	26
5	Terms and Conditions	27
5.1	Indemnification.....	27
5.2	Records and Audits.....	27
5.3	Incurred Expenses	27
5.4	Authorized Signatures.....	27
5.5	Rights to Submitted Material	27
5.6	Confidential Information	28
5.7	Waiver of Claims.....	28
5.8	Statutory Information.....	28
5.9	Non-Discrimination Clause.....	28
5.10	Force Majeure.....	28
5.11	Policy Compliance	29
5.12	Compliance with Federal, State, County, and Local Laws.....	29
5.13	Patents and Copyrights.....	29
5.14	Invalid, Illegal, or Unenforceable Provisions.....	29
5.15	County Property	29
5.16	Rights of Use	29
5.17	Ownership of Data and Transition.....	30
5.18	Data Privacy and Security.....	30

1 RFP Introduction and Background

1.1 Introduction

Champaign County, Illinois (County) is soliciting Proposals from Proposers capable of satisfying the needs for software and consulting services to implement a new software systems environment to address the County Circuit Court Office (Circuit Court) and County Circuit Court Clerk's Office (Circuit Clerk) needs related to Court Case Management System (CCMS), including Jury and Probation functionality.

In addition to soliciting written responses, this document provides information to assist Proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Proposers
- Specifies the desired format and content of Proposals in response to this RFP
- Outlines the County's evaluation and selection procedures
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP

This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation.

1.2 About the County and the Court

Champaign County is located in the heart of East Central Illinois and is home to the University of Illinois Urbana-Champaign. US Interstates 57, 72 & 74 intersect in the County which puts the County approximately two hours south of Chicago, Illinois; three hours north-northeast of St. Louis, Missouri; and two hours west of Indianapolis, Indiana.

Champaign County is part of the Sixth Judicial Circuit and is the largest county in the Circuit. The Circuit Court hears civil, criminal, and traffic cases. There are 12 Circuit Court judges with a Court Administrator who oversees 14 judicial clerks. The Circuit Court Clerk's Office, with a staff of 35, serves as the official record keeper of the Circuit Court and processes the e-filing queue, maintains physical and electronic case files, creates statistical and financial reports, processes appeals, and fulfills record requests, among others duties.

Since 2008, the County has used a system that supports the Circuit Clerk, Circuit Court, Public Defender's Office, State's Attorney's Office, and Court Services and Probation. While all departments use the same platform, each department has a distinct module with their own database and only some data is exchanged between them. The State's Attorney's Office and Public Defender's Office are in the process of selecting and implementing a new case management system independent of the Circuit Clerk, Circuit Court, and Court Services and Probation.

The following table contains statistics related to the County. These statistics are provided for planning purposes only. Additional information has been provided in [Table 04: Functional Area Statistics](#).

Table 01: County Statistics

No.	Area	Statistic
1	Total Budget	Approx. \$50,900,000
2	Population Served	Approx. 205,644
3	Total FTEs	840
4	Fiscal Year	January 1 – December 31

1.3 Project Objectives

The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes or implementing technology to enhance existing business processes performed by the Circuit Clerk, Circuit Court, and Court Services and Probation. The County is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality to support core court-related processes. In doing so, the County seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Key Objectives and Outcomes:
 - Enhance operational effectiveness by making more timely, accurate, and complete information available to the Court's personnel and the citizens of the County
 - Robust reporting capabilities, including but not limited to ad hoc reporting, statistical reporting, and configurable scheduled reports
 - Improve internal and external communications using information technology and data exchanges with justice partners
 - Enhance features and functionality to support increased automation and operational efficiencies by streamlining use of systems
- Primary Challenges in the Current Environment:
 - The system lacks robust reporting features, so County staff rely on reports generated through Microsoft Access. Staff use these reports for viewing the court calendar and for various triggers such as text notification appointment reminders for probationers.
 - There is no central "person" record and thus no ability to link different identifiers to the same person. While the Circuit Clerk must record names as filed, many person records could be linked to provide a more accurate history of an individual.
 - The search and filter features are limited.
 - There is no specific screen or functionality specific to judges.
 - There are many ways to execute a single function, which can be a strength, though many users do the same things differently. The interface is not streamlined, and new users have a steep learning curve.

To address these challenges and others, the County has initiated a project to adequately plan for, select, and implement a replacement or upgraded Software Systems environment. [Section 2.0 –](#)

[Project Scope](#), outlines the features and functionality desired in a future system(s), as well as the professional services necessary to implement that system(s).

1.4 Definitions

To simplify the language throughout this RFP, the following definitions shall apply:

ADDENDA – Written instruments issued by the County prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.

CONTRACT DOCUMENTS – The RFP, submitted Proposals, including any diagrams, Addenda, and a form of agreement between the County and the Contractor, including all change orders, insurance certificates (to be provided at time of contract negotiations), exhibits, amendments, and attachments.

CONTRACTOR – The Contractor(s)/consultant(s) that may be awarded a contract to provide software system(s) and professional services to implement the CCMS System for the County.

COUNTY – Champaign County, Illinois

COUNTY EVALUATION COMMITTEE – The team of the County staff that will participate in the review, evaluation, and scoring of proposals and subsequent evaluation processes, including demonstrations and reference checks.

COUNTY PROJECT MANAGER – The person designated by the County to be the County Project Manager assigned to act on behalf of the County during the term of the resulting Contract.

COURT CASE MANAGEMENT SYSTEM (CCMS) – Means the court case management system software system that is described in this RFP and in the Attachments hereto.

DAYS – Means calendar days unless otherwise specified.

PROJECT – The project to configure and implement the CCMS System for the County as described in this RFP and in the Attachments hereto.

PROJECT SCOPE – Scope of services to be provided by the Contractor(s).

PROPOSAL – A complete and properly signed Proposal to provide goods, commodities, labor, or services for the sum stated and submitted in accordance with the RFP.

PROPOSER or VENDOR – The person, Contractor, corporation, partnership, or other entity submitting a Proposal on items listed in the RFP documents, and thereby agreeing to meet the specified Contract terms and conditions if awarded the contract.

SERVICES or WORK – All services to be performed by the Contractor to successfully complete the Project to the satisfaction of the County.

SUBCONTRACTOR or SUBCONSULTANT – Any individual, corporation, company, or other entity that contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with the County.

VENDOR – See “PROPOSER.”

1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the County will follow, which is subject to change at the County’s discretion. Vendors are encouraged to hold the

demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.

Table 02: RFP Schedule of Events

Event	Estimated Date
RFP Published	June 30, 2025
Pre-Proposal Vendor Teleconference	Tuesday, July 15, 2025, at 2pm CT
Deadline for Questions from Vendors	July 29, 2025
Deadline for Proposal Submissions	August 28, 2025, at 4pm CT
Shortlist Vendors Notified	Week of September 22, 2025
Vendor Demonstrations	Week of October 20, 2025

1.6 Prequalification of Vendors

The County has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP. Prior to issuing this RFP, the County did issue a vendor questionnaire to aide in surveying the software marketplace for the availability of solutions that provide one or more functional areas contained in this RFP. The responses received during this questionnaire process have been used to help inform the planning and decisions for this RFP and requested high-level information and costs from vendors that responded. Additionally, the County conducted informal discussions and demonstrations with vendors leading up to the issuance of this RFP.

1.7 Minimum Qualifications

For Proposals to be evaluated and considered for award, Proposals must be deemed responsive to this RFP as determined in the discretion of the County Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP, and Proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection with a Proposer's capability to fully perform all requirements of the RFP include, and may not be limited to: experience, integrity, reliability, capacity, and other factors required to provide the Services defined by the RFP.

1.8 Questions and Inquiries

It shall be the responsibility of the Proposers to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation [prior to the question period closing](#).

- All questions concerning the RFP **must** be submitted via email only, to the County's consulting partner, BerryDunn (Kate Offerdahl-Joyce – kate.offerdahl-joyce@berrydunn.com).
- Questions and answers will be issued in accordance with [Section 1.10 – Amendments and Addenda](#).
- Only questions and answers publicly published through Addenda shall be binding.

Proposers shall not contact other the County staff with any questions or inquiries. Unauthorized contact with any personnel of the County may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of the County.

1.9 Non-Mandatory Pre-Proposal Vendor Teleconference

A non-mandatory Pre-Proposal Vendor Teleconference will be held on Tuesday, July 15, 2025, at 2pm Central Time.

Vendors that are interested in participating in the Pre-Proposal Vendor Teleconference shall contact BerryDunn in writing (kate.offerdahl-joyce@berrydunn.com) to request the teleconference information.

The format of the Pre-Proposal Vendor Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. The County will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Teleconference, the County will post online the material questions asked and their respective answers in an addendum.

1.10 Amendments and Addenda

All clarifications, corrections, or revisions to this RFP will be documented in an addendum, which will be publicly published to the County website. Only questions and answers in an addendum shall be considered as part of the RFP. The County reserves the right to revise the RFP prior to [the deadline for Proposal submissions](#). Revisions shall be documented in an addendum and publicly published.

The County will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period. Vendors are responsible for monitoring the County website for the periodic posting of addenda prior to the submittal due date.

1.11 Non-Warranty of RFP Information

Due care and diligence has been exercised in the preparation of this RFP and all information herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely on those parties making Proposals. The County, its representatives, and its agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for the failure on the part of any Proposers or their representatives to verify the information herein and to determine the full extent of that exposure.

2 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired future systems environment.

Table 03: Functional Areas

Functional Areas			
No.	Functional Area	No.	Functional Area
1	Case Management	6	Reporting
2	Calendar and Scheduling	7	Financials
3	Document Management	8	Jury Management
4	Judicial Tools	9	Probation
5	Portal		

The list of Functional and Technical Requirements/Capabilities contained in **Attachment B – Functional and Technical Requirements/Capabilities** contains the detailed functionality the County requires within each functional area in a future systems environment, as well as general and technical system requirements and interface scope.

The following table contains case statistics from the prior four years. These statistics are estimates and are provided for planning purposes only.

Table 04: Case Metrics and Statistics

	2021	2022	2023	2024
Civil Cases Opened	3,687	7,862	7,838	8,472
Criminal Cases Opened	7,113	14,976	18,211	18,718
Totals	10,800	22,838	26,049	27,190

Case Type	Description	2021	2022	2023	2024
Civil	Adoption	46	69	68	95
Civil	Arbitration	-	-	-	-
Criminal	Indirect Criminal Contempt	13	12	17	21
Criminal	Criminal Felony	771	1,754	1,659	1,725
Civil	Chancery	32	55	49	57
Criminal	Cannabis Possession <10g (old school)	6	2	-	-
Criminal	Criminal Misdemeanor	280	464	489	426
Criminal	Conservation Violation	9	11	5	3

Case Type	Description	2021	2022	2023	2024
Civil	Divorce (old school)	329	-	-	-
Civil	Divorce with Children	-	240	235	190
Civil	Divorce without Children	-	282	252	285
Criminal	Driving Under the Influence	172	434	554	571
Criminal	Domestic Violence	-	219	222	221
Civil	Eminent Domain	1	1	-	2
Civil	Eviction	-	1,909	1,679	1,568
Civil	Family Law (old school)	145	-	-	-
Civil	Family Law	-	373	377	318
Civil	Foreclosure	-	171	139	127
Civil	Government Corporation (now MC)	-	1	2	-
Civil	Guardianship	-	132	130	152
Civil	Juvenile Abuse & Neglect (old school)	1	-	-	-
Civil	Juvenile Abuse & Neglect	51	136	74	101
Civil	Juvenile Transfer (old school)	8	-	-	-
Criminal	Juvenile Delinquency	50	175	126	129
Civil	Juvenile Emancipation	-	-	-	2
Civil	Big Law Case > \$50,000 (old school)	110	-	-	-
Civil	Big Law Case > \$50,000	-	176	186	231
Civil	Law Magistrate < \$50,000	241	217	269	440
Civil	Municipal Corporation (was GC)	2	-	-	-
Civil	Mental Health	44	98	114	121
Civil	Miscellaneous Remedy (civil)	564	274	204	280
Criminal	Major Traffic	-	2,463	2,543	2,508
Criminal	Miscellaneous Remedy (criminal & expungement)	-	1,202	1,099	1,305
Civil	OPs, Stalking no Contact, Firearms Protection	519	1,146	1,226	1,279
Criminal	Ordinance Violation	120	327	253	287
Civil	Probate and Guardianship (old school)	200	-	-	-
Civil	Probate	-	267	280	247
Criminal	Quasi-Criminal	-	-	-	-
Civil	Small Claim	666	1,538	1,754	2,286
Criminal	Petty Traffic	5,692	7,913	11,244	11,522
Civil	Tax	2	93	131	55

Case Type	Description	2021	2022	2023	2024
Civil	Wills	726	684	669	636

2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

Alternate Proposals:

- Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more “branded” products that may meet the needs of the County they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 is required in order for the County to accurately evaluate each Proposal independent of the other.

Partnerships:

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Proposers engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor.
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

Proposers of Subsets of Functionality:

The County will not be accepting proposals from Proposers offering a subset of functionality (best of breed).

2.3 County and Project Staffing

The County intends to have functional and technical resources available during Project implementation, though it is noted that the County does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the County. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a consideration for the County in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to the County during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the County

during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Proposer(s).

Proposers shall clearly indicate in the proposal responses the estimated level of the County resource involvement in the implementation process, in order to allow the County to perform adequate planning. the County will utilize the response to Proposers' Resource Hour Estimates in Tab 3 – Project Approach and Implementation Methodology, of Proposals as an input into the staffing plan the County develops, and requests that Proposers clearly articulate estimated staffing considerations in their responses.

2.4 Deployment Model

The County is open to considering various deployment models and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The County wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The County recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs. The County has a preference toward a Software as a Service (SaaS) deployment model, but also recognizes that the scope of this opportunity may result in the award to two or more vendors to address all functionality and the County wishes to evaluate the greatest range of available solutions in the market including those that may be locally hosted by the County. As such, the County is open to considering all deployment models considering the breadth of functionality and available solutions in the marketplace to address those functional areas. The County will consider, in no particular order, the following deployment models:

- a. On Premise (locally hosted at the County, perpetual licenses)
- b. Proposer hosted (hosted and managed by the Proposer, perpetual licenses)
- c. Software as a Service (SaaS or subscription-based models)

Cost sheets have been provided under **Attachment C1 – Cost Worksheets** for pricing each of the deployment models.

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e., recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposer's shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g., through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C1) the deployment model for each proposed software product.

The County does not have a preference as to a specific hosting location, but does have a requirement toward the hosting being within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 8 to proposal responses (please see Attachment A for further instruction).

2.5 Data Conversion

The County recognizes the size and criticality of data conversion in a project such as this one. The County also recognizes the risk, time, and cost inherent in converting data from its legacy system to a new CCMS. For that reason, the County is open to alternatives to full data conversion and invites Vendors to propose effective strategies for managing legacy case data in a way that ensures continued digital accessibility. Specifically, the County seeks recommendations on:

- How to assess and classify legacy cases to determine which should be archived versus partially or fully migrated;
- The technical and functional approach to archiving cases, including how archived cases can be searched and accessed;
- Whether archived cases can be linked to or integrated with the new CCMS; and
- Workflow and system considerations for efficiently reactivating archived cases when action is required.

Additional documentation about the Data Conversion plan may be found in Attachment A – Proposal Response Forms, Tab 7, attached to this RFP

2.6 Number of Users

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system**.

Participating Department	Estimated Number of Users
Circuit Clerk's Office	33
Circuit Court	27
Court Services and Probation	30
Jury	2
Est. Number of Primary Users	92

- **Named Users:** In the event a vendor licenses software using a named user basis only, the County expects that there will be approximately 92 named users in a future environment.
- **Concurrent Users:** In the event a vendor licenses software using a concurrent user basis, the County would expect that there will be a need for approximately 92 concurrent user licenses to be in place.

In addition to the internal County stakeholders and users, it is anticipated that the system will be indirectly or directly used by the public (such as attorneys and members of the public) by means of a public-facing portal. Any such public users cannot be quantified and are not included in the user counts above.

2.7 Potential Phasing and Target Live Dates

The County requests that offerors provide potential phase start and target go-live dates in proposal responses per Attachment A – Proposal Response Forms, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These

dates are subject to negotiation. The County anticipates that implementation activities would begin in January 2026. The County would like to target December 2026 as a potential go-live date for all modules.

2.8 Current Applications Environment

The County implemented JANO in 2008. While the Circuit Clerk pays for and administers JANO, the SAO, CSP, and the Public Defender's Office also use it for records management and for its limited integration with the CCMS. JANO runs on an AS400 computer using a DB2 database. More information is below in Table 05.

Table 05: Legacy System and Data Metrics

Legacy System Information	
Vendor	JANO Technologies
System name	eMagnus MultiCourt
Year of initial deployment	2008
System type	Midrange IBM iSeries (AS400)
Programming language	AS400, RPG
Database type	DB2, IBM's DB2/400 version
Hosting model	On-prem servers
Operating systems and hardware dependencies	IBM iOS V7R4M0, system will only run on the IBM Power i platform
Legacy Data Metrics	
Parties and participant records	3,010,763
Docket entries	28,577,239
Hearings and events	6,245,204
Documents and files	3,800,896
Type of reporting tools	Custom reports written on the AS400 natively by vendor or custom reports written using Microsoft Access and ODBC connection to AS400
Known data challenges	<ul style="list-style-type: none"> Unresolved data issues from previous migration Data entry practices changed in accordance with changes in processes and procedures Codes no longer used have not been inactivated and are seen by front-end users No central repository or authority for creating codes, processes, or users Challenges in managing security at multiple levels

Level of documentation available for data schema	Minimal data structure information available for the Court module; nothing available for Probation module.
Current interfaces	<ul style="list-style-type: none"> Odyssey E-file and Serve – Tyler Technologies (unidirectional to) Enterprise Computer-Aided Dispatch – Tyler Technologies (unidirectional from) Brazos – Tyler Technologies (unidirectional from scheduled for August 2025) Real Vision Inc – Document barcode scanning (unidirectional to) Paylt – Payment processing platform
Est. Number of Forms	200-250

Other Major Applications

The County Court currently uses the following third-party applications outside of the CCMS. Many of these applications are listed in Table 07. **Identification of any potential future system interfaces is provided in Attachment B to this RFP.**

Table 07: Additional Software Applications

Additional Software Applications		
No.	Application	Use/Summary
1	Microsoft Access	Reports, workflow triggers, daily calendar
2	Excel	Financial and statistical tracking outside of the CCMS
3	Microsoft Word	
4	Microsoft PowerPoint	
5	Microsoft SharePoint	

2.9 Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Proposers as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide the County with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives
 - Deliverables and Milestones
 - Project Schedule
 - Resource Management Processes

- Scope Management Processes
- Schedule Management Processes
- Risk Management Processes
- Quality Management Approach
- Communication Management Approach
- Organizational Change Management Approach
- Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in Attachment A – Proposal Response Forms, Tab 3, attached to this RFP.

2.10 Budget

The County is committed to fully funding the one-time and recurring annual costs for the acquisition of the software (whether a licensed model or a subscription model is selected as a result of this process). The County intends to use the proposals received through this process to inform the budget development process. The County has performed initial, high-level estimations, for the acquisition of either a County-hosted, proposer-hosted, or cloud-based software solution including professional services and recurring maintenance/subscription costs. Recognizing the cost and payment differences between deployment models, a final budget will be programmed based on the results of this RFP and final contract negotiations.

The County is sensitive to the total costs and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.

2.11 Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the County shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that the County deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

2.12 Software Upgrades

The County shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to the County

so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

2.13 Performance Review

The Contractor may be required to meet with the County's Project Manager not less than once per quarter to conduct a performance review of the Contractor. These meetings will be either in person at the County offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

3 Proposal Evaluation and Award

3.1 Evaluation Process

The following subsection outlines the intended proposal evaluation process the County has identified. The County reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Proposer, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the County deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) award this project in whole or in part to a vendor other than the highest scoring vendor based on the determination of the best overall value and/or fit for the County, and/or (ix) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer. The County may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

- a. **Vendor Shortlist:** The County Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of the County. The evaluation criteria described in will be the basis for evaluation. The Evaluation Committee will determine the Proposers best suited to meet the needs of the County based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- b. **Vendor Demonstrations:** The County, at its sole discretion, reserves the right to have system demonstrations with those Proposers on the Vendor Shortlist, or any other Proposer. Demonstrations may be conducted at the County offices or via teleconference. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been shortlisted, and Proposers will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Proposers. The proposed version of the software must be shown and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional County staff may also be in attendance to observe and provide informal feedback.
- c. **Reference Checks:** The County may employ a process of contacting references provided through Proposers' proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. The County reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided.
- d. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the County. Such process may be initiated following the identification of the Vendor Shortlist or at any other evaluation process

step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the County's best interest.

3.2 Clarification and Discussion of Proposals

The County may request clarifications and conduct discussions with any Proposer that submits a Proposal, including requesting additional information. The County reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the County Evaluation Committee, which will best serve the County business and operational requirements, considering the evaluation criteria set forth below. Proposers shall be available for a system demonstration to the County staff on dates specified in [Table 02](#) or as otherwise requested by the County if selected for system demonstrations. Failure of a Proposer to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The County reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

3.3 Evaluation Criteria

As described in the preceding Evaluation process sub-section, the County intends to follow a cumulative approach to scoring based on key evaluation activities (e.g., scoring is conducted in a progressive manner, following various steps in the process). The County hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the County:

3.3.1 Short-List Identification: the County intends to utilize the criteria presented in Table 08 following the Evaluation Team's review of Proposals.

Table 08: Short-List Identification Criteria

Criteria	Description	Points
Functionality	This criterion considers but is not limited to the following: <ul style="list-style-type: none">The proposer's written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution.The ability for the proposed software to integrate with the County systems environment.	35
Technical	This criterion considers but is not limited to the following: <ul style="list-style-type: none">Alignment of the proposed software to the County's preferred technical specifications.The proposer's written response to each Potential Interface.The level of integration among proposed functional areas.	15
Approach	This criterion considers but is not limited to the following: <ul style="list-style-type: none">The described approach to implement an enterprise system to achieve the County's goals and objectives.The alignment of the proposed implementation timeline to the County's desired timeline.The distribution of implementation tasks among the County and proposer teams.	25

Criteria	Description	Points
	<ul style="list-style-type: none"> The proposed resources hours among the County and proposer teams. The proposer's approach to key implementation tasks including but not limited to data conversion, testing, and training. The proposer's planned ongoing support and maintenance services. 	
Proposer Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The proposer's experience delivering the services requested in the RFP. The proposer's experience with similar implementations for comparable organizations. The proposer's experience deploying comparable interfaces to the County's related applications. 	20
Proposed Staff Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The experience of named staff delivering services requested in the RFP. The experience of named staff with similar implementations for comparable organizations. The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. 	5

3.3.2 Finalists Identification: the County intends to utilize the criteria presented in Table 09 following the demonstrations by Short-List vendors.

Table 09: Finalist Identification Criteria

Criteria	Description	Points
Functionality Demonstrated	This criterion considers new information learned through proposer demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes.	15
Technical Capabilities	This criterion considers new information learned through the Technical Discussion as part of proposer demonstrations as well as other sessions.	5
Approach Discussion	This criterion considers new information learned through the Implementation Approach Discussion as part of proposer demonstrations as well as other sessions.	5
Experience Discussion	This criterion considers new information learned through the Company Overview Discussion as part of proposer demonstrations as well as other sessions.	5
Reference Feedback	This criterion considers the feedback received from references related to the proposer's performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff;	20

Criteria	Description	Points
	capabilities of the software; and ongoing proposer performance with support and maintenance.	
Comparable References	This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g., County/town/village), comparable scope, similar software version, and deployment model.	10

3.3.3 Cost Point Allocation: The County will evaluate cost proposals based upon this criteria. Cost points will be applied at the timing in the evaluation process as may be determined by the Evaluation Team. The County reserves the right to review cost proposals at any stage in the process to ensure pricing is within internal budget planning ranges. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO).

Table 10: Cost Point Criteria

Criteria	Description	Points
Cost	<p>This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Proposers will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers.</p> <p>In evaluating cost, the County may evaluate on a fully loaded ten-year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. the County reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Proposer's resource estimates as a basis for their calculations.</p>	40

3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the County. This RFP does not constitute an offer or a contract with any Proposer or other party. The County reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of the County or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. The County may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The County further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the County reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP. The County also reserves the right to refrain from making an award if it determines it to be in its best interest. The County reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The County reserves the right to create a Project of lesser or greater expense than described in this RFP or the Proposer's reply, based on the component prices or scope

submitted. The County reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the County.

3.5 Offer Held Firm

Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving bids/proposals. At the end of the 180 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

3.6 Contract Negotiation

After final evaluation, the County may negotiate with the Proposer(s) of the highest-ranked Proposal. If any Proposer fails to negotiate in good faith, the County may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal or terminate negotiations with any or all Proposers. If contract negotiations are commenced, they may be held at the County office locations or via teleconference. If contract negotiations are held, the Proposer will be responsible for all of Proposer's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

3.7 Failure to Negotiate

If the selected Proposer:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Proposer and the County, after a good-faith effort, cannot come to terms; then

The County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest-ranked Proposer. At any point in the negotiation process, the County may, at its sole discretion, terminate negotiations with any or all Proposers.

3.8 Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to the County and shall include, without limitation, the terms and conditions provided for in this RFP and any sample agreement provided by the County, and such other terms and conditions as the County deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in Attachment C2 for the various cost types.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Proposer, subject to contract negotiations with the County, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. A party proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.

3.9 Contract Changes

Written requests for price changes, during the implementation process or thereafter, resulting from a change of scope, as initiated or requested by the County, must be submitted in writing to the County via Change Order. Any increase will be based on the Contractor's actual cost increase only, as shown in written documentation. All Change Order requests must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the County, (1) the request may be granted; (2) the Change Order may be modified to include a greater, or lesser, scope; or (3) the County and Proposer may continue with the Contract without change. the County will accept or reject all such written requests within ninety (90) days of the date of receipt of Contractor's request for price increase or receipt of proper written documentation, whichever is later.

If a price increase is approved, the County will issue an amendment or change order to the contract specifying the date the increase will be effective. All Services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed. If a price increase is rejected, the Contractor will be notified and, at the option of the County, the Contract may be (1) cancelled and the solicitation may be re-advertised; or (2) continued without change.

All other Contract changes will be effective only on written agreement signed by both parties.

3.10 Contract Approval

The County's obligation will commence only following the County Board's approval of a Contract and the parties' execution of the Contract. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

4 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by Proposers submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in [Section 1.5](#). It will be the sole responsibility of the Proposer to submit its Proposal to the County before the closing deadline. Proposals shall remain sealed until the deadline has past.
2. **Hard Copy Proposals:** Hard copy proposals are required; Proposers shall submit one (1) hard copy original of the Technical Proposal and Price Proposal in separate three-ring binders with tab separators or otherwise under separate cover, clearly marked "Original". An electronic media file must also be submitted, Proposer must follow the naming and file formats identified in Table 12. Technical Proposals shall not include extraneous marketing materials.
3. **Email Proposals:** No emails will be accepted for proposal submission.
4. **Electronic Proposal:** Proposers shall submit along with the hard copy proposal, one (1) electronic version of the Technical Proposal with one (1) electronic version of the Price Proposal on separate removable devices (e.g., USB drive). The following table provides the required file formats and naming conventions for the electronic media files.

Table 12: Proposal Naming and File Formats

Proposal Section	Recommended File Naming Convention	Required File Format
Technical Proposal (Inclusive of Attachments A & B, and any Exhibits/Attachments)	"(<u>Proposer Name</u>)" Technical Proposal	All files combined into one (1) searchable Adobe PDF
Attachment B – Functional and Technical Requirements	"(<u>Proposer Name</u>) Proposal Response to Attachment B"	To be submitted in Microsoft Excel format, in addition to above PDF format
Price Proposal (Inclusive of Attachments C1 and C2, Proposer's Standard Travel and Expense Policy, and any Appendices)	"(<u>Proposer Name</u>)" Price Proposal	All files combined into one (1) searchable Adobe PDF
Attachment C1 – Cost Worksheets	"(<u>Proposer Name</u>) Proposal Response to Attachment C1"	To be submitted in Microsoft Excel format, in addition to above PDF format

5. **Amendment of Proposals:** Proposers may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and a Proposer has previously submitted a Proposal in response to this RFP, the Proposer shall notify the County via email of the need to submit an amendment, and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of the County.
6. **Delivery/Mailing Instructions:** Sealed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number. The mailing address for Proposals is

contained in the following table.

Table 13: Proposal Mailing Addresses

Mailing Address
Susan McGrath Champaign County Circuit Clerk's Office 101 East Main Street Urbana, IL 61801

4.2 Technical Proposal Organization Guidelines

Proposers are instructed to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tab sections as a part of their response to the Technical Proposal. **the County expects that Proposers will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.** The following table contains the organization guidelines for Proposal responses.

Table 14: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction and Relevant Experience
Tab 2	Software Solution
Tab 3	Project Approach and Implementation Methodology
Tab 4	Key Proposed Personnel and Team Organization
Tab 5	Project Schedule
Tab 6	System and Application Architecture
Tab 7	Data Conversion Plan
Tab 8	Security and Software Hosting
Tab 9	Testing and Quality Assurance Plan
Tab 10	Training Plan
Tab 11	References
Tab 12	Sample Contracts, Warranty, and Escrow
Tab 13	Exceptions to Project Scope and Contract Terms
Tab 14	Please insert the response to Attachment B, Functional and Technical Requirements, following Attachment A consolidated PDF Technical Proposal submission.

4.3 Content for Tabs 1 – 14

1. Tabs 1 – 132

- i. Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for

the Project. Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (Attachment A – Proposal Response Forms) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in Attachment A – Proposal Response Forms, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section. Proposers are directed to Attachment A – Proposal Response Forms, which includes forms, tables, and questions that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 13).

2. Attachment B: Tab 14

- i. Attachment B – Functional and Technical Requirements/Capabilities is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements. This tab is to include Proposer's response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. Proposers are to provide Attachment B in both Excel format, and also in PDF format appended to the responses to Attachment A Tabs 1-13.

3. Proposal Supplements

- i. Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal.

4.4 Price Proposal

The Proposer's Price Proposal shall consist of two sections, as further described below:

1. The completed Cost Worksheets as contained in Attachment C1 – Cost Worksheets. Proposers shall not modify the worksheets in any way.
2. A narrative description of the proposed costs in response to Attachment C2 – Cost Narrative, including:
 - The Proposer's pricing as provided in vendor's standard quoting/pricing format.
 - The Proposer's standard travel and expense policy.

5 Terms and Conditions

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this RFP solicitation process and will be incorporated into the resulting contract as applicable. The County expects the resulting contract to include the RFP and proposal response as exhibits.

5.1 Indemnification

Vendor shall indemnify, defend, and hold Champaign County, Illinois, harmless from and against all claims, losses, damages, or costs arising from or in any way related to Vendor's breach of the foregoing warranties under the agreement resulting from this RFP. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in the agreement resulting from this RFP or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

5.2 Records and Audits

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by the agreement resulting from this RFP, including the date, time, and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under the agreement resulting from this RFP and shall be subject to inspection by County. The County shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of County to recover excessive and/or illegal payments.

5.3 Incurred Expenses

There is no express or implied obligation for the County to reimburse Respondents for any costs or expenses incurred in preparing Proposals in response to this RFP, and the County will not reimburse Respondents for these costs or expenses, nor will the County pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these Services. The County is not responsible for any cost(s) incurred by a Respondent in preparing and/or submitting a Proposal in response to this RFP. The County will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Respondent's products and Services.

5.4 Authorized Signatures

The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

5.5 Rights to Submitted Material

It shall be understood that all Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and Proposals or referencing information submitted in response to this RFP, shall become the property of the County, and will not be returned. The County

will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the County is subject to making records available for disclosure.

5.6 Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by the County for the Proposer's use are the sole property of the County. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning County employees, products, services, prices, operations, security measures, and subsidiaries.

The Proposer and its employees shall keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with County approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the Proposer's employees, agents, and subcontractors and Proposer shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Proposer, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the County.

5.7 Waiver of Claims

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the County, and their respective employees, officers, members, directors and partners; The County's Representative and its employees, officers, members, directors and partners; and the County, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Proposers. Submission of proposal indicates Proposer's acceptance of the evaluation technique. Without limiting the generality of the foregoing, each Proposer acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

5.8 Statutory Information

Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the State of Illinois. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in federal or state court in Champaign County, Illinois.

5.9 Non-Discrimination Clause

During the performance of the contract, the Contractor and all subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor and all subcontractors will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.10 Force Majeure

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions ("force majeure"). If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

5.11 Policy Compliance

The Proposer shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by any provided County policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on County property at all times while performing duties pursuant to the contract. The Proposer agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the County.

5.12 Compliance with Federal, State, County, and Local Laws

Proposals must comply with all federal, state, and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of Champaign County, or the State of Illinois, as they may apply, as these laws may now read or as they may hereafter be changed or amended.

5.13 Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

5.14 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.15 County Property

The use of any and all County property by Contractor or its agents must be approved in advance by the County.

5.16 Rights of Use

The Contractor agrees that the County will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

5.17 Ownership of Data and Transition

Any and all County data stored on the Contractor's servers or within the Contractor's custody is the sole property of the County. The Contractor, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy or reproduce the County's data in any manner, or provide to any entity or person outside of the County without the express written authorization of the County.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected vendor shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the County;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the County may direct, for orderly completion and transition; and
- c. Make available to the County, at no cost, all County data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or County request. Such data shall be provided in a machine-readable format as agreed-upon by the parties;
- d. Work with the County and any other vendor the County may be working with to transfer or migrate all County information or data to another system, even if the County must pay the Selector vendor a reasonable fee;

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the County shall:

- e. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement.

5.18 Data Privacy and Security

Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process County data within the continental United States. If applicable to the Contract, the Contractor shall back up all County data daily to an offsite hardened facility.