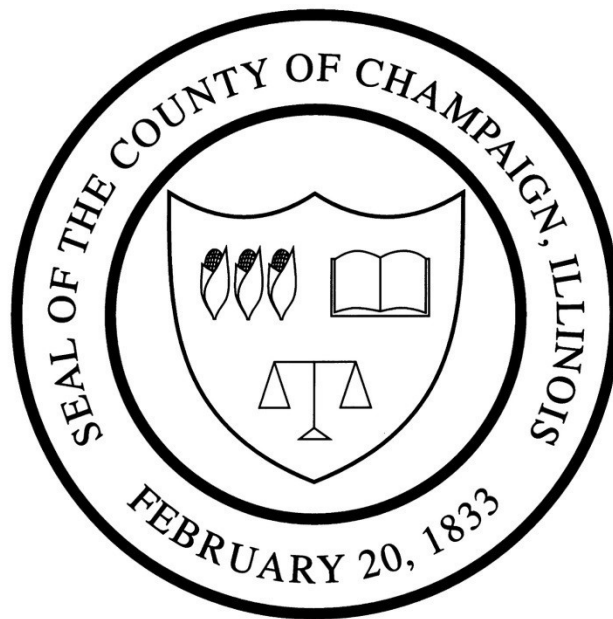


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# Request for Proposal

Champaign County State's Attorney's Office  
Digital Evidence Management System (DEMS)

RFP # 2021-011



REQUEST FOR PROPOSAL (RFP 2021-011)  
Champaign County State’s Attorney’s Office  
Digital Evidence Management System (DEMS)

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Issue Date: December 1, 2021

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## 1 Statement of Work

### 1.1 Purpose:

The purpose of this Request for Proposal (RFP) - RFP 2021-011 - is to invite prospective solution providers (Vendors) to submit a proposal to supply a Digital Evidence Management System (DEMS) to the Champaign County State's Attorney's Office. This RFP provides Vendors with the relevant requirements.

The Vendor is encouraged to propose the solution that they think best meets the needs identified in this RFP. The Champaign County State's Attorney's Office has a stated preference for a SaaS solution.

The Champaign County State's Attorney's Office expects to use a phased approach for implementation and is looking for Vendors to provide a best of practices solution to enhance the operations and service delivery.

### 1.2 Coverage & Participation:

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of the Champaign County State's Attorney's Office.

### 1.3 General Scope of Work:

The Champaign County State's Attorney's Office does not have a Digital Evidence Management System (DEMS). Current practice is storing digital evidence via on-premises servers. This method has reached the limits of available costs, equipment, and manpower.

The Champaign County State's Attorney's Office desires a new Digital Evidence Management System (DEMS) to improve our operations, as well as storage and retention of digital evidence. With a successful implementation of a DEMS platform, the Champaign County State's Attorney's Office expects to:

- Make information easily and broadly available to internal and external consumers of digital evidence.
- Gain efficiencies across the office by implementing best practices for end-to-end processes.
- Minimize manual processes, reduce paper, and increase usage of automation wherever possible.
- Minimize the use of shadow systems and standardize processes across the office.
- Support query and reporting of data using user-friendly tools making information available to aid in review and analysis.
- Reduce the time expended for storage, organization, and retention of digital evidence.

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The Champaign County State's Attorney's Office does not want to incur additional project costs or increase the on-going maintenance effort and expense that typically results from customizations of system software. It is the County's intent to adapt and reengineer its practices and procedures to the processes, workflows and functionality provided by the selected DEMS solution.

The Champaign County State's Attorney's Office defines customizations as any modification of the source code and or any development of reports, forms, etc. beyond the standard deliverables of the DEMS solution. The County does understand that implementation will require decisions concerning configuration settings that will determine flows and processes throughout the DEMS solution.

## 2 RFP Timeline

The following is the tentative schedule governing this Request for Proposal. Dates may change in accordance with the County's needs or unforeseen circumstances at the sole discretion of the County.

<b>RFP EVENT</b>	<b>DATE/TIME</b>
Publish Request for Proposal:	November 14, 2021
Questions Deadline:	November 30, 2021
Addenda Issued:	December 1, 2021
Proposals Due Closing Date and Time:	December 2, 2021
Open Proposals and Announce Names of Respondents:	December 3, 2021
Selection of Vendors for Demonstrations:	December 7, 2021
Software Demonstrations:	December 14, 2021
Final Review Completed:	December 17, 2021
Vendor Selected and Negotiations:	January 5, 2022
County Board Approval:	January 20, 2022
Contract Execution Date:	January 24, 2022

## 3 Vendor Instructions

### **3.1 Communications:**

All communication must be confirmed in writing by a specified official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

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The Vendor is expected to communicate and direct all questions, marketing materials and other forms of contact to the following contact email address. Violation of this request may result in the Vendor's disqualification from the selection process.

Inquiries, questions, and requests for clarification related to this RFP shall be directed electronically via email to:

SAO\_RFP@co.champaign.il.us

The County will not respond to any questions or requests for clarification that require addenda if received by the County after [DATE TO BE DETERMINED].

Questions must reference the following in the email:

Subject: RFP # 2021-011 - DEMS – Question Re: [description of question]:  
Identify the relevant section of the RFP the question refers to.

Addenda question answers will be issued to all participating Vendors via email and posted on the County's website at: <http://www.co.champaign.il.us/bids>.

The County will make a good-faith effort to provide written responses to each question or request for clarification that requires addenda within five (5) business days. All questions, answers, and addenda will be shared with all participating Vendors.

### **3.2 Register for Updates on RFP:**

It is the responsibility of the Vendor to email our office at SAO\_RFP@co.champaign.il.us to be registered as a potential bidder to receive any subsequent amendments.

### **3.3 Proposals with Multiple Vendors:**

Multi-Vendor proposals that are partnered solutions to achieve a complete response are discouraged and will not be considered.

### **3.4 Third-Party Solutions and Sub-Contractors:**

Any use of a module, additional software or service from a third-party must be clearly disclosed. This includes, but not limited to, third-party tools for report creation, editing or manipulation of digital evidence, document storage, data conversion, data extraction or upload, or distribution to outside parties.

### **3.5 Vendor's Understanding of the RFP:**

In responding to this RFP, the Vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the County, as necessary, to gain such understanding. The 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

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made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the County.

**3.6 Good Faith Statement:**

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

The 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. In the event of any material change to the requirements or details contained herein, the County will endeavor to provide enough time to participating Vendors to make the necessary adjustments to their proposals.

**3.7 Proposal Submission Requirements:**

The proposal package should be mailed, couriered, or hand delivered to the following address:

Submittal Address:  
Digital Evidence Management System (DEMS) - RFP # 2021-011  
Champaign County State's Attorney's Office  
101 E. Main Street, Urbana, IL 61801

And by email to: SAO\_RFP@co.champaign.il.us

Submit the following in a sealed package clearly labeled with the Vendor's company name, RFP name and email address for confirmation of receipt of proposal, by the Proposals Due Closing Date and Time listed in Section 2 RFP Timeline. Late submissions will not be accepted. Proposals will not be reviewed prior to the RFP deadline.

- One (1) Original PLUS Three (3) hard copies with manual signature signed by a duly authorized representative to legally bind the Vendor to the provisions as included in the document.
- One (1) electronic copy (via email) in useable Microsoft Word and/or Microsoft Excel format.
- One (1) original (hard copy) of a submittal letter, including appropriate contact information for each vendor and signed by an authorized agent of each vendor involved in the proposal. The letter should include contact information for each vendor.

Marketing and sales materials are to be submitted separately and clearly identified unless specifically referencing DEMS requirements.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

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Proposals received by the Proposals Due Closing Date and Time listed in Section 2 RFP Timeline will be opened and the names of the respondents will be read aloud and recorded. This schedule is listed under Open Proposals and Announce Names of Respondents: in Section 2 RFP Timeline.

### **3.8 Proposal Format:**

**Each Section should be clearly delineated in your proposal and to aid in comparability, all proposals submitted must be organized in the following order:**

#### **3.8.1 Executive Summary.**

#### **3.8.2 Proposed Digital Evidence Management System solution:**

- Describe and detail the proposed Digital Evidence Management System (DEMS) solution that will best meet the Champaign County State's Attorney's Office goals and objectives.

#### **3.8.3 Goals and Objectives:**

- Collection, intake, and organization of digital evidence.
- Integration with current (JANO, Actionstep) and future Case Management Systems is required.
- Analysis of cases and evidence (e.g., relating cases to one another).
- Data security and access controls.
- Sharing of evidence (i.e., discovery).

#### **3.8.4 Workflows:**

- Include all relevant workflows and process flows with detailed descriptions and diagrams of process (e.g., the initial request of material; intake of material; storing; sending in discovery; resolution of case; storage until safe for destruction).
- Include information on tools available for the Champaign County State's Attorney's Office to configure post implementation workflows.

#### **3.8.5 Implementation Plan & Timeline:**

- Include a copy of standard implementation methodology proposed.
- Include a high-level implementation plan with: phasing, estimated start and end dates, time and resource requirements. State all assumptions upon which the plan and timeline are based. It is assumed some tasks will overlap.
- Identify major milestones of the project.
- Detail key deliverables.
- Detail major roles and responsibilities of the Vendor and the County and expected staffing and time commitments for each.
- Describe Vendor plan and methodology to transition from test environment with converted data to fully operational production environment.
- If Vendor proposal includes third party partners, sub-contractors or includes third-party software for hosting or services, disclose their role here.
- Confirm ability to commence service within 30 days of contract award.



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**3.8.6 Testing Plan:**

- Describe Vendor testing plan and methodology to provide an acceptable testing environment.
- Identify County staff role and responsibility in the design and execution of the testing plan.
- Identify Vendor role and responsibility in the design and execution of the testing plan.
- Provide detailed plans for testing before Go-Live events.

**3.8.7 Training Plan:**

- Provide a detailed plan for training. Materials should be County-specific and include:
  - Overview of training strategy including options for on- and off-site services, including project team, end users, and technology personnel.
  - Identify Champaign County State's Attorney's Office staff role and responsibility in the design and implementation of the training plan.
  - Identify Vendor role and responsibility in the design and implementation of the training plan.
  - Discussion of the software training environment and inclusion of converted data.
  - Describe the process and training that prepares the Champaign County State's Attorney's Office to maintain and operate the software effectively and efficiently during production.
  - Describe the process and training that prepares 3<sup>rd</sup>-party end users (e.g., law enforcement, Public Defender, private defense counsel, and judiciary)
  - All options for future training available after the system goes live.

**3.8.8 Migration to DEMS Solution:**

- For existing digital evidence that are to be migrated to DEMS solution, include:
  - Estimated hours for both Vendor and County.
  - Plan to migrate existing material to DEMS solution (our current digital evidence is approximately 30 terabytes worth of data, stored in on-premise servers)
  - Price and included or not included.

**3.8.9 Integrations & Interfaces:**

- Discuss ability to anticipate and assist with interfacing and/or integration with current or future Case Management Systems (e.g., the presently-used JANO system and any successor to JANO).

**3.8.10 Security:**

- Provide detailed explanation of security features, including data access, data dumps and any proprietary methodologies that may restrict data access. The Digital Evidence Management System (DEMS) solution must be Criminal Justice Information Services (CJIS) compliant.

**3.8.11 Change Management:**

- Discuss methodology for managing change requests that impact or alter project requirements and project timelines.

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**3.8.12 Communication Management:**

- Discuss methodology for communicating with County personnel and other key stakeholders including, but not limited to, project needs, issues, progress and schedules.

**3.8.13 Pricing:**

- The Champaign County State's Attorney's Office considers this 'indicative pricing' and short-listed Vendors will be afforded the opportunity to provide refined pricing during the demonstration period.
- Pricing should be comprehensive and listed by module, technical services provided, support options available, and, listed with year by year detail for a 10-year life cycle.
- Provide a clear and concise correlation between modules proposed to services required.
- Implementation and training costs should be detailed separately. The Champaign County State's Attorney's Office seeks to minimize implementation costs, particularly travel. Indicate Vendor's methodologies to achieve effective cost control.
- Information should be sufficient to calculate full cost of ownership.
- Valid for 270 days from response submission date.
- Include all pricing indexed through year 10.
- Each module detailed by one-time costs and recurring costs.
- Optional pricing based on range of user counts and licensed/concurrent.
- If no limitations are indicated on modules proposed, the Champaign County State's Attorney's Office will consider pricing is based on full enterprise wide access.
- All third-party software must be clearly delineated as such.
- Separate responses may be sent, if necessary, to clarify options. (such as purchase vs SaaS).
- Additional pricing information may be supplied if deemed beneficial.

**3.8.14 Support & Services:**

- Include the following supporting documents:
  - Standard Service Level Agreements.
  - If proposal is a multi-Vendor solution (discouraged), define the roles of each Vendor and which Vendor is considered as the primary.

**3.8.15 Technological requirements:**

- Include all requirements for optimum performance of Vendor's solution and software.
- Note any considerations that the Vendor believes may affect future performance.

**3.8.16 RFP Exceptions:**

- Indicate any exceptions to the RFP, you as the Vendor and as representative for any Third-Party Partners, may have.

**3.8.17 Vendor Background:**

- Provide company background supporting the Vendor's ability to perform contract commitments.
- All partnerships and third parties proposed as part of the software, services or support response must be disclosed in the response.

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**3.8.18 Vendor Customer References:**

- Provide customer references for projects similar in size, application, scope and evidence of having worked with County and/or municipal governments.
- Include two current customers using submitting Vendor's services.
- Vendors should assume that all provided references will be contacted.
- The County reserves the right to contact additional clients for references as necessary.

**3.8.19 Standard Vendor Documents:**

- Include all standard agreements utilized by the Vendor.

**3.8.20 Contract Requirements:**

- The selected Vendor is expected to execute a contract with the Champaign County State's Attorney's Office.
- The contract documents will incorporate all requirements documented in this RFP and all elements of the Vendor's proposal.
- The contract may include an invoice/payment schedule linked to project milestones depending on contract negotiations.
- The contract shall state that in the event of a conflict between the requirements of this RFP and all elements of the Vendor's proposal or the resulting contract(s), the RFP requirements and all elements of the Vendor's proposal shall govern.

## 4 Proposal Evaluation

The purpose of the RFP evaluation is to identify those Vendors that have the interest, financial and organizational capacity to supply the County with a DEMS solution as identified in the Scope of Work.

**4.1 Proposal Evaluation Criteria:**

- Clarity and completeness of proposal.
- Effectively document and describe the correlation of system modules and functions to end-to-end services.
- Anticipated total cost over expected life cycle.
- Vendor's organizational stability.
- Vendor's ability to meet contractual commitments.
- Past experience with similar organization and appropriate references.
- Implementation approach.

**4.2 Selection and Notification:**

- After initial review, Vendors determined to meet the requirements to complete the contract will be requested to participate in a demonstration presentation.
- Key services to be included in the demonstrations and proposed demonstration dates will be included with the short list notification email.

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- The Champaign County State's Attorney's Office may further request a more specific Technical Demo on an as-needed basis from short list Vendors.
- The Champaign County State's Attorney's Office may choose to conduct site visits to any or all short-listed software references on an as-needed basis.
- Following Vendor demonstrations, selected Vendor(s) will be moved into the contract negotiation phase of this process.
- Written notification will be sent to these Vendors via email.
- Those Vendors not selected for the demonstration and/or negotiation phase will receive written notification by email.
- The Champaign County State's Attorney's Office reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Vendors.
  - The purpose of any such discussions shall be to ensure full understanding of the proposal.
  - Discussions shall be limited to specific sections of the proposal identified by the County and, if held, shall be after initial evaluation of proposals is complete.
  - If clarifications are made as a result of such discussion, the Vendor shall put such clarifications in writing.
- The Champaign County State's Attorney's Office intends to, but is not required to, select a Vendor as a preferred solution provider based on its evaluation of the proposals for the purpose of attempting to negotiate a binding contract for the supply of the required solution contemplated by this RFP.
- The selection of a preferred Vendor does not obligate the Champaign County State's Attorney's Office to enter into a contract with such preferred Vendor or any other Vendor.
- Negotiations may include negotiating changes, amendments, or revisions to the proposal of a preferred Vendor and such terms and conditions as the Champaign County State's Attorney's Office, in its sole discretion, determines are required to be included in the contract.
- If the Champaign County State's Attorney's Office determines that the parties will be unlikely to agree on terms and conditions acceptable to the Champaign County State's Attorney's Office in a timely manner, the Champaign County State's Attorney's Office may discontinue such negotiations upon written notice to the preferred Vendor without liability.
- The Champaign County State's Attorney's Office may, in its sole discretion, but is not required to, enter negotiations with any other Vendor.
- All proposals submitted in response to this RFP shall be irrevocable for a period of 9 months after the Proposal due date and may not be withdrawn by the Vendor during this period.
- After such time has elapsed, the Vendor may withdraw the proposal if it has not been selected prior to the request to withdraw.
- Such withdrawal shall be requested in writing.
- Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

## 5 Additional Terms & Conditions

### 5.1 Personnel Information:

Unless specifically requested, do not submit as part of the response any information related to the qualifications or experience of persons proposed to provide services. The County shall include contract terms reserving the right to select or terminate specific personnel to provide services.

### 5.2 Data Confidentiality Agreement:

The Champaign County State's Attorney's Office reserves the right to require any Vendor to enter into a data confidentiality agreement prior to any such agreement set forth in the final contract.

### 5.3 Intellectual Property:

Vendors shall not use any intellectual property of the Champaign County State's Attorney's Office, including, but not limited to, all logos, registered trademarks, or trade names of the Champaign County State's Attorney's Office, at any time without the prior written approval of the Champaign County State's Attorney's Office, as appropriate.

### 5.4 Vendor's Responses:

- All accepted responses and subsequent submissions shall become the property of the Champaign County State's Attorney's Office and will not be returned.
- The Champaign County State's Attorney's Office further reserves the right to use materials, ideas or methodologies submitted in vendor(s) response(s) to the RFP whether amended or not.
- Selection or rejection of any proposal does not affect this right.

### 5.5 Governing Law:

- This RFP and Vendor response(s) shall be governed by the laws of the State of Illinois. All documents submitted, data collected, created, received, maintained, or disseminated for any purposes in the course of the Vendor's submission of a proposal to the Champaign County State's Attorney's Office and the Champaign County State's Attorney's Office evaluation of the same will be open to the public under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) and other applicable laws and rules, including the Illinois Open Meetings Act ("OMA") (5 ILCS 120) unless you request in your proposal that the County treat certain information as exempt and set forth the basis for that exemption.
- A request for confidential treatment will not supersede the County's legal obligations under FOIA and OMA. The Champaign County State's Attorney's Office will not honor a request to exempt entire proposals, and it shall be the submitting Vendor's responsibility to show the specific grounds under FOIA or other rule or law that supports exempt treatment.

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- Regardless of the application of any exemptions pursuant to FOIA or other rule or laws, the Champaign County State's Attorney's Office shall disclose the successful Vendor name(s), the gist of the proposal(s), and the price(s).
- Any Vendor requesting exempt treatment of a portion(s) of submitted proposal, that Vendor must submit an additional copy of the proposal with such exempt information deleted.
- This copy must state the general nature of the material redacted and shall retain as much the proposal as possible.
- Responding Vendors shall be responsible for any costs associated with the Champaign County State's Attorney's Office defense of Vendor's request for exempt treatment.
- Further, Vendor agrees to allow the Champaign County State's Attorney's Office to facilitate evaluation or to respond to request for public records.
- Additionally, Vendor warrants that the copy or duplication of Vendor's proposal pursuant to a request for public records will not violate the rights of any third party.
- Any restrictions on the use of information contained within the proposal shall be clearly stated as such within the proposal.
- The Champaign County State's Attorney's Office will only be able to comply with a request for confidentiality to the extent allowed by law.

#### **5.6 No Liability:**

The Champaign County State's Attorney's Office shall not be liable to any Vendor, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the Vendor responding to this 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.

#### **5.7 Entire RFP:**

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

#### **5.8 Implied and Express Warranty:**

The Vendor will expressly warrant that the proposed and implemented system will conform in all material respects to the requirements and specifications as stated in this RFP for a period of no less than twelve (12) months from final system acceptance, as set forth in 5.10 below. These rights and remedies are in addition to and do not limit any rights afforded the County by any other clause of this proposal and any subsequent contract.

#### **5.9 Express Warranty Remedy:**

The County requires that the Vendor commit to repair or replace any function not working in the system during the life of the warranty. In the event a problem cannot be fixed or replaced, the Vendor will refund the full amount paid for the software, implementation and any paid hosting and/or maintenance costs.

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### **5.10 System Acceptance:**

The Champaign County State's Attorney's Office will use a three-stage acceptance process for each phase and the project as a whole and may terminate the project as a whole at any time without prior notice until final acceptance.

- Conditional Acceptance: The County will take up to forty-five (45) days to test each process before Go-Live.
- Live Test: The Champaign County State's Attorney's Office will have ninety (90) days after Conditional Acceptance to "live test" the system. The Champaign County State's Attorney's Office will use this time to verify system compliance with functional requirements and specifications delivered by the Vendor to the Champaign County State's Attorney's Office during the project.
- Final Acceptance: If live testing performs in accordance with performance agreed upon in the contract, the Champaign County State's Attorney's Office will confirm "Final Acceptance." If issues are found during Live Test the 90-day timeframe will be extended. The Champaign County State's Attorney's Office will document problem noting date, problem details and date the fix is confirmed. Warranty will begin at the time the project, as a whole, has achieved "Final Acceptance."

### **5.11 Price Protection:**

For a minimum of two (2) years from the contract date, any additional users and modules not initially purchased shall be added at the initial cost listed in the proposal. If the Champaign County Board fails to appropriate funds to enable continued payment of this project the Champaign County State's Attorney's Office may cancel the contract during its term, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination. Only under dire economic circumstances will the Champaign County State's Attorney's Office review contractor-initiated request for an escalation in the project fee structure during the initial contract period. If the Champaign County State's Attorney's Office and contractor mutually agree to extend the service contract for up to two one-year periods, the contractor shall provide a written revised fee proposal one hundred twenty (120) days prior to the end of the contract. The Champaign County State's Attorney's Office or the contractor reserves the right to reject any proposed fee increase and to terminate the contract.

### **5.12 Growth Restrictions:**

The Champaign County State's Attorney's Office requires any proposed licenses or fees to access the software allow the Champaign County State's Attorney's Office to use the system for all business purposes as listed in this RFP. Any fees related to expansion, additional users, increases in employee count, budget size, or data storage requirements, outside the price protection set forth about, must be clearly labeled in the RFP response. The Champaign County State's Attorney's Office will not be subject

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to changes in fees based on information not included in the RFP for a period of ten (10) years. For example: rewrites, upgrades, sales, acquisitions, mergers are not expected to come with a cost. It is expected that the purchase of a service or maintenance contract provides these protections. If this is not the case, this must be clearly explained in the RFP.

### **5.13 Indemnification:**

The successful Vendor(s) shall indemnify and hold harmless the County of Champaign and all County board members, officials, agents, and employees from all suits or claims of any character for any reason arising from infringement of patent trademark or copyright.

Any contract approved by the County shall include indemnification terms containing the following or similar language: Vendor agrees to accept all responsibility for loss or damage to any person or entity, including the County, and to indemnify, hold harmless, and release the County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including the Vendor, that arise out of, pertain to, or related to Vendor's performance or obligations under this Agreement. Vendor agrees to provide a complete defense for any claim or action brought against the County based upon a claim relating to Vendor's performance or obligations under this agreement. Vendor's obligations under this Section apply whether or not there is concurrent negligence on the County's part, but to the extent required by law, excluding liability due to the County's conduct. The County shall have the right to select its legal counsel at Vendor's expense, subject to Vendor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the Vendor or its agents under workers compensation acts, disability benefits acts, or other employee benefit acts.

### **5.14 Non-Appropriation:**

NON-APPROPRIATION: The contract shall include a rider that allows cancellation of contract without penalty if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year. Any contract approved by the County shall be conditioned by a "non-appropriation" clause containing the following or similar language:

**"This contract is approved and funded contingent upon annual appropriations being established by the local governing body of Champaign County to provide funding necessary to meet the requirements of the contract. Such funding is approved on a fiscal year basis with the fiscal year commencing January 1<sup>st</sup> and terminating December 31<sup>st</sup> of each year. In order for the contract to remain in effect, such appropriation must be approved on an annual basis throughout the term of the contract scheme. In the event that an annual appropriation is not approved, the County shall not be held responsible for any liabilities beyond the remaining annual term prior to the new budget year."**



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**5.15 Insurance:**

During the term of the contract, Vendor(s) shall provide the following types of insurance in not less than amount specified below.

- (1) GENERAL The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class A-/VII or higher, in the following types and amounts:

- (a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than: \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and inclusion of a waiver of subrogation in favor of Champaign County;
- (b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than: \$1,000,000 per occurrence, combined single limit for: Bodily Injury Liability and Property Damage Liability;
- (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident, \$500,000 for each disease and \$500,000 aggregate, and a waiver of subrogation in favor of Champaign County.
- (d) Errors and Omissions/Professional Liability coverage for all work being performed for the County in the amount of \$1,000,000 per Occurrence, and \$2,000,000 Aggregate with self-insured retention noted. Additional Insured endorsement must be added to policy and sent with certificate of insurance.

- (2) EVIDENCE OF INSURANCE The successful bidder agrees that with respect to the above required insurance that:

- (a) The County of Champaign shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of Champaign shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, shall execute the Subcontractor Agreement provided by Champaign County, and comply with the same insurance requirements as contractors;

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(e) In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of Champaign as an additional insured. A copy of the endorsement shall be provided to Champaign County along with the Certificate of Insurance;

(f) Champaign County must be named as an additional insured, on a primary and noncontributory basis, and the address for certificate holder must read exactly as: County of Champaign, a body politic 1776 East Washington Street, Urbana, IL 61802; and,

(g) Insurance Notices and Certificates of Insurance shall be provided to: Champaign County, Insurance Specialist, Administrative Services Department, 1776 East Washington Street, Urbana, IL 61802