

**Dorothy Brown
CLERK OF THE CIRCUIT COURT
OF
COOK COUNTY**



**REQUEST FOR PROPOSAL
FOR
IMAGING AND DOCUMENT MANAGEMENT SYSTEM**

**ISSUED BY
The Office of the Clerk of the Circuit Court of Cook County
69 West Washington, Suite 2500
Chicago, Illinois 60602
(312) 603-3100
On September 7, 2007**

Proposals shall be received at the Office of the Clerk of the Circuit
Court – MIS Department, 69 West Washington, Suite 2500
Chicago, Illinois 60602
Attention: Ms. Nicole Sims, Director
Project Management Office
Proposals are due before **5:00 P.M CST on November 21, 2007.**

**ATTENTION: THIS IS A REQUEST FOR PROPOSALS WHICH MAY RESULT IN THE
OPPORTUNITY TO NEGOTIATE A CONTRACT
FOR THE CONSIDERATION OF THE
COOK COUNTY BOARD OF COMMISSIONERS
THIS IS NOT A SOLICITATION FOR BIDS**

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I: INSTRUCTIONS TO PROPOSERS

1.01 DEFINITIONS

The following definitions shall apply to this RFP:

“Addendum” shall refer to a document issued by the Purchasing Agent which modifies this Request for Proposals or provides additional information to Proposers.

“Board” shall refer to the Board of Commissioners of Cook County, Illinois

“Contract” shall mean the agreement, if any, which is approved by the Cook County Board of Commissioners between the County and a Contractor for some or all of the Deliverables described in Attachment B, Special Conditions, of this RFP.

“Contractor” shall mean the individual(s) or business entity, if any, with whom or with which the County enters into a Contract.

“County” shall mean the County of Cook, Illinois, a body politic and corporate.

“Deliverable” or “Solution” shall mean the services, supplies and equipment, or any part or combination thereof, which are proposed to be provided to the County in a Proposal.

“Proposal” shall mean the documents submitted by Proposers pursuant to this RFP which constitute a Proposer’s offer to contract with the County.

“Proposer” shall mean the individuals or business entities, if any, submitting a Proposal in response to this RFP.

“Purchasing Agent” shall mean the Purchasing Agent of the County of Cook.

“Registered Proposer” shall refer to a prospective Proposer who has submitted a completed Proposer Registration Form (Attachment C) to the County, which shall entitle such prospective Proposer to receive any Addenda issued by the County supplementing or modifying this RFP.

“Request for Proposals” or “RFP” shall refer to this solicitation of Proposals by the County which may lead to the negotiation and recommendation that the Board authorize a Contract with the successful Proposer.

“Successful Proposer” shall refer to the Proposer recommended for a Contract by the Evaluation Committee.

“Using Department” shall mean the Departments or Agencies within Cook County government which will receive the Deliverables or Solutions if a Contract is entered into as a result of this RFP.

“Using Department RFP Coordinator” shall refer to the individual representing the Using Department for all purposes related to this RFP and to whom all communications and Proposals must be directed. This individual is identified in Section 1.05 of this RFP.

1.02 OVERVIEW OF RFP PROCESS

This Request for Proposals invites Proposals for the provision of contractual services, supplies and/or equipment, or a combination thereof, for the County of Cook, Illinois. Proposals submitted in response to this RFP will undergo an initial evaluation and, in the County's discretion, Proposers may be invited to discuss or explain their proposals, demonstrate their proposed Solutions and/or negotiate the specific terms pursuant to which a Proposer would be willing to enter into a Contract.

At any time during the RFP process, the County may narrow or modify the scope of the Solution which is the subject of this RFP. The County may issue Addenda which describe such modifications and may, in its discretion, permit Proposers to submit supplemental or new proposals in response to these modified requirements. The County shall evaluate any such supplemental or new proposals. The County may request that all or some Proposers submit a "best and final" offer prior to selecting one or more Proposers for the negotiation of a possible contract.

All prospective Proposers must submit a Proposer Registration Form in order to receive any Addenda which are issued prior to the date(s) upon which Proposals are due. Proposers failing to submit a Proposer Registration Form shall not be entitled to receive any Addenda and therefore risk elimination if their Proposals do not respond to the County's needs.

These Instructions to Proposers contain important information and should be reviewed carefully prior to submitting a Proposal. Proposers failing to adhere to the procedures set forth in these instructions shall be subject to disqualification. Submission of a Proposal constitutes an agreement to be bound by the provisions set forth in this RFP.

1.03 PROJECTED RFP TIME SCHEDULE

The following time table establishes the projected dates and times of certain critical events relative to this Request for Proposals, including submission of written inquiries to the County, submission of Proposals and the consideration of Proposals by the Evaluation Committee. The County may revise or supplement this schedule by sending, faxing or e-mailing an Addendum to each Registered Proposer. The County does not intend to extend the submission date for proposals.

- **September 7, 2007: RFP Available to Proposers.** The RFP will be available to Proposers September 7, 2007. The RFP may also be picked up at the Office of the Clerk of the Circuit Court – MIS Department, Attn: Nicole Sims, 69 West Washington, Suite 2500, Chicago, Illinois, 60602. RFP will be posted on the website and may be picked up through 5:00pm on September 25, 2007.
- **September 27, 2007: Proposer Conference / Site Tour.** All Proposers shall attend a Proposer Conference/Site Tour on September 27, 2007. Details are set forth in Section 1.04 of this RFP.
- **September 28, 2007: Proposer Registration.** Attachment C to this RFP is a Proposer Registration Form. Proposers must complete this form and mail, deliver or fax it to Nicole Sims on or before September 28, 2007 in order to be assured of receiving any Addenda issued by the Bureau relative to this RFP. The County may elect to extend this date, but shall not be required to do so.
- **October 5, 2007: Proposer Inquiry Deadline.** All inquiries regarding this RFP shall be submitted to Nicole Sims in writing by mail, delivery or fax on or before

October 5, 2007. The County may elect to extend this date or to consider written inquiries submitted after this date, but shall not be required to do so.

- **October 19, 2007: Response to Inquiries.** The County will consolidate and respond to written Proposer inquiries through the issuance of an Addendum which shall be transmitted to each Registered Proposer on October 19, 2007.
- **October 22, 2007: Notification of RFP Revisions.** If it becomes necessary to revise or supplement any part of this RFP, including any extensions or additions to the dates set forth herein, an Addendum will be transmitted to all Registered Proposers on October 22, 2007.
- **November 21, 2007: Due Date for Proposals.** Proposals must be delivered to Nicole Sims by 5:00 p.m., CST, on November 21, 2007. The Evaluation Committee may elect to consider Proposals which are received after this date, but shall be under no obligation to do so.
- **November 2007: Evaluation of Proposals.** The Using Department will evaluate proposals and may invite one or more proposers to make presentations and/or to negotiate contract terms for the consideration of the Board.
- **December 2007: Notifications.** The Using Department may notify Proposers who have been eliminated from consideration and shall notify all Proposers of its recommendation upon completion of its evaluation of Proposals.
- **December 2007: Proposer Signed Contract Offer Due.** The recommended Proposer must submit a signed contract containing terms satisfactory to the Using Department for presentation to and consideration by the County's Board, which will determine whether to authorize a Contract, in its sole discretion. This authorization shall be contingent upon the finalization of Contract documents to the complete satisfaction of the County and to the Board's authorization of Contract execution, in its sole discretion.
- **January 2008: Board Consideration of Contract Execution.** Following finalization of contract documents to the complete satisfaction of the County, the Board shall be requested to authorize execution of the Contract, which shall be within the Board's sole discretion.

1.04 PROPOSER CONFERENCES AND SITE TOURS

If indicated in this Section 1.04 or in an Addendum issued to Registered Proposers, Proposers may be required to attend one or more Proposer Conferences, which may include Site Tours, for the purpose of receiving information about Clerk of the Circuit Court of Cook County and Document and Imaging management needs. Failure to attend a Proposer Conference may, in the County's discretion, subject a Proposer to disqualification.

DATE OF PROPOSER CONFERENCE: September 27, 2007

TIME OF PROPOSER CONFERENCE: 1:00pm

LOCATION OF PROPOSER CONFERENCE: 69 West Washington, Suite 2500, Chicago

TELEPHONE NUMBER FOR DIRECTIONS: 312-603-5265.

Each Proposer may send up to two (2) representatives to a Proposer Conference. Proposer representatives must be directly employed by the Proposer and may not be subcontractors. Prospective subcontractors may send one (1) representative to a Proposer Conference. Subcontractors are not required to attend the Proposer Conference. Please refer to Section 1.07 Subcontractor Limitations, for information regarding limitations which apply to

subcontractor communications with Proposers and with the County during the RFP process.

1.05 USING DEPARTMENT RFP COORDINATOR

The sole point of contact for all communications concerning this RFP, including written inquiries and the submission of Proposals, shall be the Using Department RFP Coordinator as follows:

Name: Nicole Sims

Title: Director of Project Management Office

Using Department: Office of the Clerk of the Circuit Court of Cook County

Address: 69 West Washington, Suite 2500, Chicago, Illinois 60602

Fax No.: 312/603-6072

1.06 RESTRICTIONS ON CONTACT WITH COUNTY/INQUIRIES

Except for the manner provided in this RFP or pursuant to any pre-existing official County obligations, all communications with the County with respect to the subject Contract shall be submitted in writing to the Nicole Sims or, in the case of complaints regarding the RFP process, directly to the Cook County Purchasing Agent. This restriction shall commence upon the issuance of this Request for Proposals and continue through the date the Using Department publicly announces the Proposer it will recommend to the Board. Failure to comply with this provision may result in Proposer disqualification.

1.07 SUBCONTRACTORS

A. Subcontractor Identification and Approval. Proposers must identify proposed Subcontractors in their Proposals. Subcontractors must be qualified to provide the specific Deliverables they are identified by a Proposer to provide under the Contract. The County reserves the right to disapprove a proposed Subcontractor and to require the Proposer to identify replacement Subcontractors.

B. Subcontractor Attendance at Proposer Conference. Firms which attend the Proposer Conference are presumed to be prospective Proposers, unless they identify themselves as a Subcontractor. An organization which clearly fails to possess the minimum Contractor qualifications set forth in Part II of this RFP must identify itself as a Subcontractor at the Proposer Conference. Failure to do so may result in disqualification from serving as a Subcontractor under any Contract which is entered into pursuant to this RFP. Subcontractors are not required to attend the Proposer Conference.

1.08 CONTENTS AND ORGANIZATION OF PROPOSALS

Proposals shall be submitted on standard 8 ½" x 11" letter-size paper, in legible type, with material printed on one side only and on diskette in Microsoft Word. Proposer shall not make claims or statements to which they are not prepared to commit contractually. The information contained in the Proposal shall be organized as follows:

- **Section 1: Transmittal Letter.** Proposer shall include a letter of transmittal signed by an individual who is authorized to bind the Proposer contractually. The transmittal letter shall include the name, title, address, telephone number, facsimile number and email address of one or more individuals who can respond to requests for additional information.

- **Section 2: Proposer's Qualifications and Experience.** Proposer shall complete the Proposer Questionnaire included with this RFP as Attachment B and shall supply any information or documentation required by the Proposer Questionnaire. Proposer must provide proof of similar implementations in other agencies of size and scale.
- **Section 3: Proposed Solution.** Proposer shall provide both a summary and a detailed description of its proposed approach to and plan for providing one or more Solution(s) which will meet the County's contractual requirements as set forth in Part II of this RFP. The Proposer shall also describe in detail its proposed pricing, which shall be summarized on the Cost Proposal Form included with this RFP as Attachment C.
- **Section 4: Subcontractor Identification.** Proposer shall identify the Subcontractor(s) it intends to use to provide specific Deliverables described in Section 3 of its Proposal. Proposer shall identify the Subcontractor's qualifications to provide the proposed subcontracted Deliverables and the quantity of Deliverables the Subcontractor may provide, depending upon negotiations.
- **Section 5: Requested Exceptions to General Conditions.** The County's legal terms, or General Conditions, are included with this RFP in Part III. The County reserves the right to negotiate additional legal terms as it deems appropriate. Proposer shall review these General Conditions and shall submit, with specificity, any requested modifications to these terms with its Proposal. Submission by Proposer of Proposer's standard contract terms or other forms will not be considered requested modifications and will be disregarded by the County for purposes of any subsequent contract negotiations between the parties. The County shall not be deemed to have accepted any requested modifications by electing to engage a Proposer in negotiations of a possible Contract.
- **Section 6: Project Management.** The Proposer shall describe its project management methodology and provide a preliminary implementation schedule that depicts activities and their durations, resources and associated costs, milestones, and deliverables for each phase of the project from its commencement through final acceptance. The Proposer shall describe its testing methodology, any regression testing, and the proposed development environment that will be used for each component of the proposed system. In addition, an assumptions table shall be included as part of the Proposal for any system testing.
- **Section 7: Cost Proposal.** Proposer shall complete the Cost Proposal Page included in this RFP as Attachment C. This form shall provide a summary of proposed pricing which is described in more detail in Section 3 of the Proposal.

1.09 SUBMISSION OF PROPOSALS

All Proposals shall be labeled ***Imaging and Document Management System*** and shall be delivered to the Office of the Clerk of the Circuit Court of Cook County, MIS Department, Attn: Nicole Sims. 69 West Washington, Suite 2500, Chicago Illinois 60602 no later than 5:00 p.m. CST on November 21, 2007. Ten (10) hard copies of the Proposal and one electronic copy in Microsoft Word or Adobe PDF shall be submitted.

1.10 OWNERSHIP OF PROPOSALS

All material submitted by Proposers shall become the sole property of the County. The Office of the Clerk of the Circuit Court of Cook County, MIS Department shall be under no obligation to return any Proposals or materials submitted by Proposers in response to this RFP and reserves the right to use any or all of Proposer's ideas as set forth in its proposal, regardless of whether the Proposer is selected for negotiation of a possible contract. In the event a Proposal includes specific information which Proposer deems proprietary or confidential, Proposer shall clearly identify it as such, in which case the Office of the Clerk of the Circuit Court of Cook County, MIS Department shall use all reasonable efforts to maintain the confidentiality of such information. This notwithstanding, all Proposers agree, in submitting a Proposal, that the County may use any information or ideas set forth in a Proposal in determining the Solution to be contracted, regardless of the Proposer selected for a recommended Contract. Proposers who are unwilling to agree to the provisions of this paragraph are prohibited from submitting Proposals.

1.11 COST OF PROPOSER RESPONSE

The County shall not bear any of the costs or expenses incurred by Proposers in responding to this RFP. All such costs shall be borne solely by the Proposer.

1.12 CANCELLATION OF RFP; REQUESTS FOR UPDATED OR NEW PROPOSALS

At any time during the RFP process, the County may cancel the RFP and may, but shall not be required to, reissue the RFP at a later date. Further, at any during the RFP process, the County may also issue an Addendum modifying the RFP and may request supplemental information or updated or new Proposals. Any such Addendum shall specify the date by which the requested documents shall be submitted and any changes in the projected timelines set forth in this RFP which may result from the issuance of the Addendum.

1.13 ELIMINATION OF PROPOSALS

During its evaluation of the Proposals, the County may determine that one or more Proposals will not result in a Contract which best meets the County's requirements. The County shall be under no obligation to solicit additional information or pricing from Proposers before eliminating their Proposals. When the Proposal Review Committee has conclusively determined that a Proposal will no longer be considered, it shall attempt to notify the affected Proposer(s) in a reasonably prompt fashion.

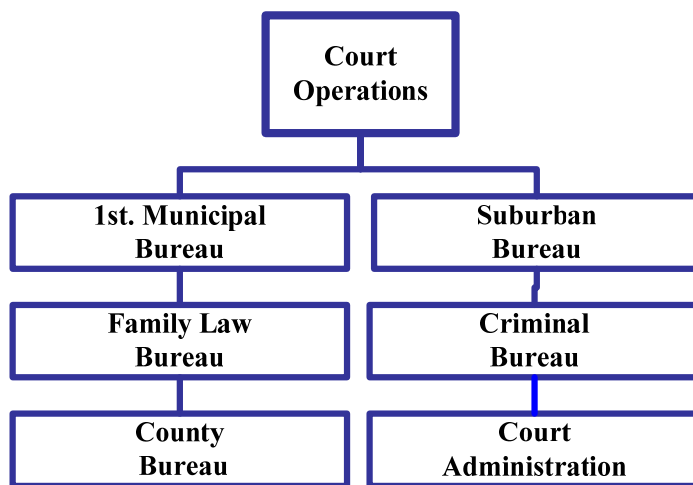
PART II: CLERK OF CIRCUIT COURT REQUIREMENTS

2.01 DEPARTMENT BACKGROUND INFORMATION

A. Background

The Clerk of the Circuit Court of Cook County (CCC) is responsible for recording, certifying and managing the Circuit Court of Cook County Record. The mission of the Clerk's Office is to serve the citizens of Cook County and the participants in the judicial system in a timely, efficient and ethical manner. The CCC consists of several bureaus/divisions spread across 19 different sites across Cook County that are responsible for a variety of tasks. While duties vary from one division to the next, every division within the CCC shares the common goal of providing professional, timely and customer-focused services to its customers.

The following is a breakdown of divisions and districts found within the court operation bureaus.



First Municipal Bureau

Civil Division in the First Municipal District is responsible for handling civil cases not in excess of \$30,000 where either the defendant or the occurrence are within the City of Chicago. These types of cases that are heard include contract, property damage, personal injury, eviction, replevin, attachments and garnishments.

The **Traffic Division** in the First Municipal District and the Traffic Departments in each of the five Suburban Districts are responsible for

the maintenance of all records and collection of fines for all traffic cases.

Family Law Bureau

The **Child Protection Division** has original jurisdiction over all children under the age of 18 requiring authoritative intervention including addicted minors, dependent, neglected or abused children.

The **Child Support Division** keeps permanent records of court ordered child support payments to custodial parents. This department actively participates in the child support enforcement IV-D (4-D) program throughout Cook County, and provides statutorily required services for participants in the court system.

The **Domestic Relations Division** hears cases seeking Divorce, Legal Separation or invalidity, Civil Orders of Protection and Post Decree issues.

The **Juvenile Justice Division** has exclusive jurisdiction over all minors under the age of 17, who have violated a federal or state law or municipal ordinance.

County Bureau

The **Chancery Division** hears matters of equity which are filed under the following categories: Class Actions, Declaratory Judgments, Mortgage Foreclosures, Injunctions, most Administrative

Reviews, Changes of Name, General Chancery and Mechanic Liens.

The **County Division** hears actions and proceedings concerning mental health, adoption, the marriage of minors, inheritance taxes and elections.

The **Law Division** hears actions in which the amount of the claim is in excess of \$30,000. Cases heard include personal injury, property damage, breach of contract and appointment of trustees.

The **Probate Division** is responsible for handling estates of the deceased and guardianships for the disabled, minors and wards of state. The filing of a Last Will and Testament is also a Probate service.

Suburban Bureau

Districts 2-6 hear the following cases: Traffic cases where the traffic offense occurred in one of the municipalities served by the District Courthouse; Civil Cases for damages up to \$100,000 where the defendant resides within one of the municipalities served by the District Courthouse; Civil Cases for damages up to \$100,000 where the incident occurred within one of the municipalities included in a specific District; Criminal cases where the criminal act occurred in one of the municipalities located within the jurisdictional boundaries of a specific District; Domestic Relations cases, including petitions for dissolution of marriage, invalidity of marriage, legal separation, joint simplified dissolution of marriage, custody, visitation and civil orders of protection; Child Support/Parentage cases; Domestic Violence cases including orders of protection originating in a specific District; Juvenile Justice cases where the juvenile offense occurred in one of the municipalities included in a specific District; and Law Division cases in excess of \$100,000.

Criminal Bureau

The **Criminal Division** hears felony criminal cases filed in the First District of the City of Chicago, which are punishable by imprisonment in the penitentiary.

The **Criminal Department** hears cases filed in the First District of the City of Chicago, which are classified as misdemeanors, which are usually punishable by fine, penalty, forfeiture or imprisonment.

Court Administration

The **Civil Appeals Division** is responsible for processing civil appeals in accordance with Illinois Supreme Court rules; preparing supplemental records when records on appeal need supplementary proceedings; accepting and processing mandates, which are directives from a reviewing court with higher authority than an order; and receiving files returned from reviewing courts following appeals and distributing them to appropriate storage file area.

The **Records Management Bureau** is charged with the safe keeping of all court files, specifically as it relates to microfilming records. Within the Bureau is the Micrographics Department, which provides the services of filming, processing, duplication, distribution, film vaulting for disaster recovery, historical filming projects and reference, and the Archives Department, that collects, preserves, and makes available non-current records filed with the Cook County Clerk of the Circuit Court that have permanent, historical, and legal value.

B. Scope of the Project

This Request for Proposals (RFP) seeks proposals from qualified vendors to implement the most cost-effective, technologically sound, scalable, and state of the art *Imaging and Document Management System* to image and maintain all of the court documents filed in all divisions and districts of the Office of the Clerk of the Circuit Court, with features that allows for:

- imaged documents to reside in a central repository available to all staff with appropriate security clearance;
- imaged documents to be printed on demand;
- simple and easy-to-use interfaces;
- easy integration into the Office's current technical and operational environment;
- controls that ensure integrity, accuracy and reliability of documents in the imaging and document management system;
- implementation of electronic document control and security;
- high-volume and automated scanning capability;
- integration with existing mainframe applications and server distributed; and
- scalability to handle subsequent implementations in all other areas of the Clerk Office.

The Proposer shall recommend a solution that best fits the Office and its current environment that utilizes electronic document management industry standards related to capture, management, storage, preservation and delivery. The Office of the Clerk of the Circuit Court of Cook County is open to all types of *Imaging and Document Management System* solution including, but not limited to mainframe-based solution, client server-based solution, distributed client server solution, application service provider (ASP), and distributed ASP.

Proposer shall note that price will not be the sole criteria upon which selection is based.

The CCC shall consider the Proposals it receives in determining whether and under what circumstances it may recommend that the Cook County Board of Commissioners Contract with a Vendor. The issuance of this RFP is not a representation or guarantee that Cook County through its Board of Commissioners, will elect to enter into a Contract as a result thereof.

C. Project Description

The purpose of this project is to implement an imaging and document management solution throughout the court operations divisions of the Office of the Clerk of the Circuit Court of Cook County (CCC).

In order to effectively manage, make informed decisions, reduce cycle times, and improve work production and quality, Cook County Clerk personnel need timely access to their records and information. Presently, the recordkeeping procedures of the CCC are very paper-intensive, for clerks are always handling, processing, microfilming and filing paper into respective court files.

The solution, an electronic document repository, would provide security, control, and data integrity for the CCC's critical information. Court case file information can be scanned into the repository, and, thereby assigned stringent security measures which would allow only those individuals of the CCC, with proper authorization, to access and search for documents. After paper documents are scanned into the repository, and based on existing retention rules and/or regulatory requirements, paper case files and accompanying documentation can then be

relocated to off site storage for appropriate retention keeping. Documents that are housed in the repository and deemed permanent copies can be either “burned” onto high capacity optical platters in an unalterable legally acceptable format or saved on “magnetically” acceptable media. Copies of media can be sent to off-site storage facilities for disaster recovery purposes. Based on guidelines established by the “*Electronic Access Policy for Circuit Court Records of the Illinois Courts*,” the general public is then free to access the documents via a web interface with intuitive searching capabilities, or by using a Windows driven applications, which the general public currently utilizes.

By implementing an electronic image repository system, the CCC’s present paper based filing system, labor charged against the current CCC’s paper based system will be dramatically reduced, saving resources related to file handling, document processing and viewing. Documents such as summons, judgment, petitions, and their supporting materials will be automatically scanned, indexed, and logically filed on the image server into the permanent case files to which they pertain. Additionally, documents can be linked to the electronic docket system for easy viewing and/or retrieval. By implementing the electronically driven imaging system, court files could directly, and with all due speed, be made accessible to the judiciary. It should be noted, however, that only individuals who have appropriate security clearance would be able to review and update documents. Staff members involved in court operations will be able to locate all of the documents contained in case files instantaneously. As such, the potential for improved efficiency and dramatic savings in time and expense is limitless. By implementing advanced imaging and document management technology, bureaus within the CCC will be better prepared to process present workloads and strategically position themselves to accommodate the ever increasing work demands of the future.

Additional imaging project objectives are as follows:

- Simultaneous access to any document type (for example, judgments, summons, and petitions will be accessible by more than one person at a time).
- Instant Internet access.
- Operational cost reduction.
- Implementation of document control and security.
- Enhancement of current business process (work flow) activities.
- Addition of automated workflow applications to assist processing activities.

By implementing imaging and document management technology, an updated document can be made available to Clerk of the Circuit Court staff immediately. Additionally, electronic content management technology provides managers and/or supervisors with the ability to create a seamless workflow whereby information can be routed through various County staff, bureaus, divisions, and departments. It can also be delivered to individual email in-boxes, as well as graphically track the process throughout the entire system.

2.02 CURRENT ENVIRONMENT

A. Technical Environment

The technical infrastructure of the Office of the Clerk of the Circuit Court of Cook County is divided into two major storage components: Mainframe and Client Server. The following are descriptions related to each component:

Mainframe Environment – The primary County Data Center is located in the Cook County

building in downtown Chicago. The Office of the Clerk of the Circuit Court has approximately fifteen (15) court applications that run on a shared IBM mainframe.

- **Mainframe** – IBM Model 2084-301
- **Mainframe Operating System** – IBM ZOS
- **Enterprise Storage** – IBM Mdl# 2105-F20 DASD storage with 1.6 Terabytes of storage capacity; IBM Mdl# 2108 (on order) with 3.6 Terabytes of storage capacity; and IBM Mdl# 3950 Tape Units.
- **Mainframe Printer(s)** – Xerox DocuPrint 2000 Series 180 MICR; IBM Model 6262; IBM Model 1145; and IBM Model 6400.
- **Mainframe Database(s)** - DB2 (future development); and VSAM (majority of existing files).

Client Server Environment – The Office of the Clerk of the Circuit Court utilizes Cook County's Wide Area Network which uses a TCP/IP protocol and acts as a common transport for all county wide enterprise traffic. The Wide Area Network is maintained by the Cook County Bureau of Technology.

- **eMail System** – Novell GroupWise
- **Server Platform(s)** – Microsoft Windows 2000 & 2003; HP Blade Servers
- **Server Applications** – Microsoft Office, Microsoft SQL – 7.0; Novell NetWare 6.0; GroupWise 7.0; Integrated Cashiering & Security System; Integrated Case Management – CourtView; Records Management – InSight; and HelpDesk Support Application – Trackit.
- **PC Environment** – Over 600 Distributed PC's [248MB – 1Gig (Ram); 2.5– 4.0 Gigahertz (processor); and 40 Gig-100 Gig (hard drive)]; Microsoft Windows 2000 & XP (operating system); Microsoft Internet Explorer (internet browser) ; Microsoft Office (major office application); Passport 3270 Emulation (mainframe terminal emulation); and GLINK terminal emulation.
- **NeoWare Thin Clients** – Over 2000 Distributed NeoWare Thin Clients / Neolinux and XP Embedded Operating Systems.
- **Internet / Intranet Applications (including website)** – HTML; Java; Visual Basic; .Net; XML and SQL.

Other – The Office has just secured the **Canon DR 5060F**, a cost effective hybrid document scanner for use throughout all of the court operation divisions / districts. This equipment was chosen for its ability to produce an electronic image and microfilm concurrently. The specifications for the scanner are as follows:

Type	Desktop Document Scanner with Microfilm Backing	
Document Feeding	Automatic or Manual	
Document Size	2.16" – 11.70" (55mm – 297mm) width	
	2.78" – 17" (70mm – 432mm) length	
Document Thickness	0.06mm – 0.15mm	
Grayscale	8-bit Maximum, up to 256 levels	
Scanning Speeds (Scan / Film)	Simplex	Duplex
	Black & White 51 ipm	102 ipm

Black & White (hi speed)	87 ipm	174 ipm
Grayscale (256 levels)	21 ipm	33 ipm
Scanner Resolution	200 x 100dpi / 300 x 150 dpi / 200 dpi / 240 dpi / 300 dpi	
Max Scanning Size	11.70" x 17"	
Interface	SCSI-II or Fast SCSI	
Output Mode	Simple Binary / Error Diffusion	
Grayscale	2-bit, 4-bit, or 8 bit	
Filmer Modes	Simplex / Duplex	
Filmer Reduction Ratios	24x (simplex), 57x (duplex)	
Film Indexing	2-level Blip Encoding	

B. Operational Environment

The following is a broad overview of the accepting, processing, filming and filing of court documents in the Clerk's Office. Each division / department / district has its own nuances as it relates to the handling of court documents.

As a supplement, division / department / district observations made during an imaging and document management needs assessment can be found in *Appendix D*.

Capture of Accepting Documents – Currently documents are filed into the Clerk's Office over the counter to initiate cases or to file subsequent action to an existing case. Also, we collect pleadings in the courtroom at the bench. Justice agencies, such as law enforcement and prosecutor, file initiating court documents into the Clerk's Office. All documents are time stamped and are given a case number. After that, the documents are placed in a bin for data entry. The Clerk's Office does not accept filings from email or fax.

The intake and generation of document pages in the Clerk's Office is currently estimated at 60 million pages per year for the court record.

Processing Documents – Most documents are processed by entering information from the document into a case management system for the purposes of updating case activities. Other documents are used to verify or audit information that currently resides in the case management system.

Filming Documents – We are currently obligated to microfilm court documents. Microfilming of documents takes place once information has been entered into the case management system. Current microfilming throughput volume is estimated at 5.5 – 6.0 million sheets per year among the various locations, but we do not currently film every document in the case file.

Filing Documents – Once documents have been data entered and filmed, documents are then placed in its respective case jackets and placed on a shelf. File jackets are pulled in the case that it is requested by the public or by a judge for review. File jackets are also pulled every time a case is scheduled to be heard in court.

All active case files are kept in the respective division / department / district. All inactive case files are accessioned to our file storage facility – the Records Center.

2.03 REQUIREMENTS AND SPECIAL CONDITIONS

A. CCC Business & Technical Requirements

The following information sets forth the business and technical requirements of the proposed Imaging and Document Management System. The requirements are universally intended to reflect the basic needs of all functional areas of the court operations divisions of the Office of the Clerk of the Circuit Court of Cook County.

Responses to the below requirements must be provided. Proposers should use the format provided and add explanation details as necessary. The following answer key should be used when responding to the requirements:

- Y = This feature is provided
- M= Modification would be required at an additional cost; if an additional cost is necessary, indicate the amount of the additional cost
- N= This feature is not provided

Electronic Document and Records Management			
	Y	M	N
Document Management is a required capability. Describe the document management product proposed and its level of integration with other functions.			
The proposed system provides:			
1. All court operations information resides in electronic repository available to all staff with appropriate security clearance			
2. All imaged documents can be printed "on demand"			
3. Simplistic and easy-to-use interfaces			
4. Controls that ensure integrity, accuracy, and reliability of documents in the case file			
5. Efficiency in operation			
6. Implementation of electronic document control and security			
7. High-volume scanning capability			
8. Integration with existing electronic dockets, mainframe and server applications (e.g. TRIMS, KRIMS, InSight)			
9. Support for the storage of any kind of electronic object			
10. The ability to store existing and new documents in their native format and retrieve the documents via their native application			
11. The ability to import TIFF, PDF, BMP and native format documents			

12. Import of bulk data from external sources			
13. The ability to import scanned images and databases provided on CDROM			
14. Scanning, indexing, and writing to storage repository to occur simultaneously at multiple workstations			
15. Operation of scanning, indexing, and writing to storage repository in batches and by individual documents			
16. Compatibility / Integration with XML / GJXDM			
17. Ability to restrict certain imaged documents within an electronic case file.			
18. Capability for all documents in a court file to be scanned			
19. Display multiple images/documents on a screen.			
20. Display images/documents side by side for comparison.			
21. Provide for movement through multiple pages of one images/document (e.g., first page, last page, next page, previous page).			
22. Ability to have a personal (private) collection of images/document folders.			
23. Ability to have a shareable (public) collection of images/document folders.			
24. Storing a single image in multiple folders to limit redundant images			
25. Describe how folders are created, number of levels within a folder, naming conventions, and how users can dynamically customize views of the folder and indices			
26. The ability to handle variable retention within a record series for all case types			
27. The ability to apply retention information to records by image/document type and use the retention information to purge the system			
28. Long term storage of data in electronic media.			
29. The creation of export scripts in order to create film back ups per subset/record series.			

Enterprise Report Management

Enterprise Report Management is a required capability. Describe report management options and level of integration with other functions.

The proposed system provides: **Y** **M** **N**

1. Simultaneous viewing of reports with other authorized users.

2. The ability to resize fonts.			
3. The ability to split the screen horizontally or vertically.			
4. Adjustable green bar background for viewing convenience.			
5. Quick advance shortcuts (e.g. next page, previous page, last page, first page).			
6. Handle host generated print-line reports as well as PDF and PCL print streams.			
7. Handle form-type reports and records through the use of scaled vector graphics.			
8. Automatically recognize and load new reports using data within the print stream itself.			
9. Automatically divide reports into sections while loading to ensure privacy between groups of users and customers (e.g. department, bureau, division, cost center, client)			
10. Automatically regroup contiguous and non-contiguous burst sections of reports into user-specific packets.			
11. Utilize cross-reference auto-indexing and segmented compression methodologies to reduce search and transfer time and minimize bandwidth consumption.			
12. Permit on-demand printing to any printer or fax application configured for users' PCs or workstations.			
13. Allow users to create and view electronic sticky notes that can be permanently archived with a report and secured at the report level.			
14. Have a report mining and data extraction capability that can automate custom mining tasks to generate data extracts and ad-hoc reports.			

Indexing			
Document Indexing is a required capability. Describe the indexing methodology being proposed and its level of integration.			
The proposed system provides:	Y	M	N
1. A method of manually indexing documents. This method must allow imaged documents to be called up from a queue and displayed. These images will be displayed with the imaging system's indexing screen to allow for the manual indexing of these documents.			
2. The capability of indexing electronic documents without converting these types of documents to paper documents for scanning and indexing.			

3. The ability to create multiple, flexible index keys for a document based on predefined values.			
4. The ability to dynamically generate both role and process-centric folders or views based on an index schema utilizing fixed index keys as well as editable, supplemental index keys.			
5. The ability to automatically generate index keys.			
6. Automated entry and verification of index keys.			
7. The ability to require index keys to be applied to electronic documents before reposing them to archival storage.			
8. The ability to define mandatory and optional index fields.			
9. Validation of the index against a table of values.			
10. Validation of index information against external data.			
11. Shortcuts for entering default values as index information without manually keying each time (e.g. "Today's Date")			
12. Shortcuts for duplicating indexing information from the previous record without re-keying.			
13. The ability to re-index or reassign documents (or case files) transferred to a different divisional area.			

System Administration			
The system must provide administrative controls for administrators and managers. Describe the features of the product proposed and its level of integration.			
The proposed system provides:	Y	M	N
1. Administrative functions for managers and administrators to balance the work, track activities, assign priorities, and report on the processes.			
2. Product customizations, including creation of specific document collections without vendor participation or onsite programming.			

Information & System Security

Describe the security capabilities of the proposed system.

The proposed system provides the ability to:	Y	M	N
1. Add, change and delete system users.			
2. Modification of user access (as needed)			
3. Assign user login ID's.			
4. Grant or deny the use of privileges to each user and/ or user group.			
5. Provide security for the data, processes, work queues, administrators, staff users and customers.			
6. An audit trail (log file) for logon, logoff, viewing activity, indexing, uploading of documents, and other activity associated with a document.			
7. Audit logs for all security changes.			
8. Audit logs for, and notification of, atypical activity (volume or access).			
9. The ability to limit access to superseded documents.			
10. The ability to restrict access to comments.			
11. The ability to restrict access to a document type.			
12. The ability to restrict access to a document.			
13. The ability to secure images based on user ID or user group.			
14. The ability to secure index fields by user name, role, or department.			
15. The ability to restrict copy / paste activity.			
16. The ability to restrict printing.			
17. Document security can be set automatically by index and/or document type.			
18. Integration through Client Server Active Directory and/or Mainframe RACF			
19. Ability to share each workstation with multiple users while controlling access for each user			

Viewing & Searching

Specify what viewing and searching capabilities are provided and supported by your product.

The proposed system provides the ability to:	Y	M	N
1. Display multiple images/documents/reports on a screen.			
2. View the following formats: TIFF, JPEG, GIF, BMP, PDF, HTML, XML, ASCII, TXT			
3. Create and view electronic notes based on levels of security			
4. Attach and link succeeding documents to previously stored documents.			
5. Describe search utilities that are provided. The system should access, retrieve and display indexed images based on a query of metadata, including a robust search capabilities that utilize exact matches, dates, ranges, wildcards and other data.			
6. Full text search capability for forms and document types.			
7. Search between dates (e.g. From, To).			
8. Wildcard searches.			
9. Boolean Logic.			
10. Search across document types.			
11. Capability of executing a single query to retrieve images, text and/or other document formats.			
12. The ability to customize views or query screens.			
13. Search results must provide user with a summary screen of search results, and display information such as date created, number of pages, etc. Describe how retrievals are displayed and what statistics are shown.			
14. The ability to dynamically generate both role and process-centric folders or views of search results.			
15. The ability to link the images from the electronic docket.			

Printing / Output

Describe the print capabilities of the proposed system.			
The proposed system provides:	Y	M	N
1. Support for scheduled printing and print queues. Authorized users, managers, or administrators must be able to access their print jobs.			
2.The ability to print the image without annotations.			
3. Printing of any document image being viewed to a local printer and/or a network attached printer.			

Scanning			
The proposed system must be able to save and recall various scanner settings and configurations. This will allow for scanning different types of documents or jobs. Describe how these settings can be saved and reused.			
The proposed system provides:	Y	M	N
1. Scan and index at client workstations with uploading over the network to the server, rather than scanning taking place at the server location.			
2. Scanning must be able to be restarted in mid-batch in case of an interruption.			
3. Despeckle and deskew.			
4. Brightness and contrast adjustment.			
5. Borders and line removal.			
6. Rotation.			
7. The ability to drop out colored background.			
8. Rescan of single document within a batch.			
9. Able to sense and eliminate blank pages.			
10. Ability to read patch codes to enable batch processing.			
11. Ability to perform OCR.			

B. Hardware & Software

The *Imaging and Document Management System* represents the overall composition of hardware, software, networking components, and peripherals. The CCC's strategic direction is for all new technology projects to leverage as much existing hardware and software as possible.

All hardware shall comply with the current industry standard specifications at time of system implementation. Hardware must integrate with current technology deployed within CCC. The Contractor shall procure hardware "just in time" during system implementation and subject to specification approval by the CCC Project Manager. The proposed operating system shall meet the current industry standards that are supported in technology today and anticipate a life of at least 5 years of standardization. The Proposer must also provide a detailed list of all equipment and its costs including, but not limited to, any hardware and the number of personnel or environment required to operate any and all functions of the proposed system. The Proposer shall also include throughput estimates for the various pieces of equipment recommended. CCC retains all rights to review and authorize or reject any system hardware.

Responses to the following requirements must be provided in order. Proposer should use the format provided. The following answer key should be used when responding to the requirements:

- Y = This feature is provided
- M = Modification would be required at an additional cost; if an additional cost is necessary, indicate the amount of the additional cost
- N = This feature is not provided

The Proposer shall be responsible for the supply and installation of all the hardware and software to implement the system that includes, but is not limited to, the following:

Hardware / Network / Storage			
Integration with existing environment is important. Describe the degree and effort involved in integrating the proposed product(s) with the Court's software environment.			
The proposed system provides:	Y	M	N
1. Compatibility with user PC desktops (Microsoft Windows 2000, XP, Vista)			
2. Compatibility with NeoWare Thin Clients			
3. Compatibility with Industry Standards for web browsers and word processing			
4. Configuration of multiple databases to support separate functional departments and/or applications			
5. Centralized or distributed document storage.			
6. The ability to store and transmit images in compressed form.			
7. The ability to keep all images and documents online for their required retention period.			

8. Provide data archiving and purging functionality.			
9. Automated image and related image data archive and purge processes, which are based on user-defined image retention schedules.			
10. Provide a solution for backup and recovery of images and related data, system files, etc., in case of system failure/corruption.			
11. Perform system backups automatically and on demand, supporting both incremental and total backups.			
12. Compatibility with the Canon Hybrid Document Scanner DR – 5060F			
13. Easy integration with the current technical environment listed in Section 2.02 Current Environment			

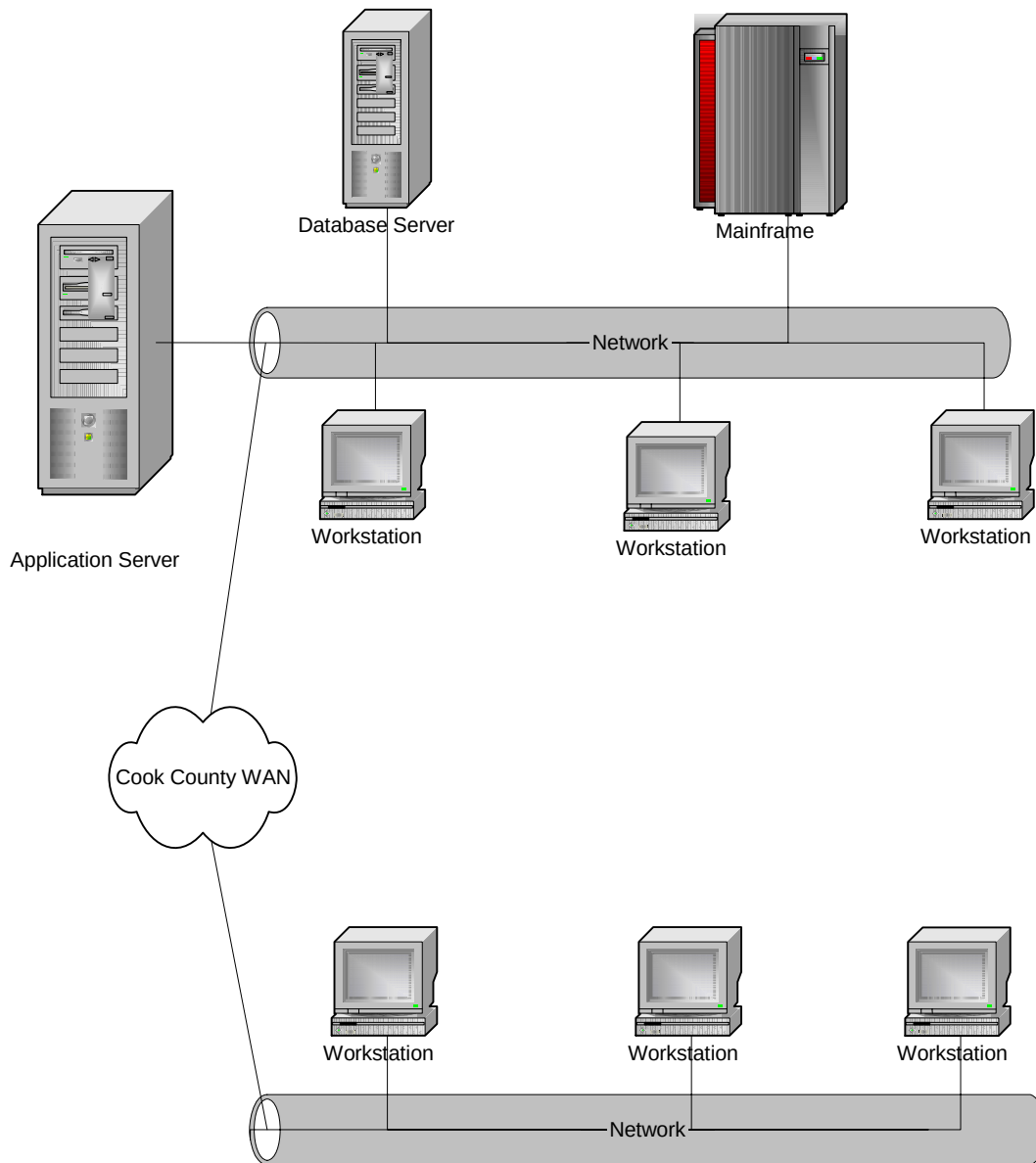
Software			
The proposed system provides:			
	Y	M	N
1. Provide industry standard anti-viral software for all equipment.			
2. Provide industry standard connectivity over LAN, WAN, and internet networks.			
3. Provide full integration with County Mainframe or Server system, which runs via an expandable relational database, which allows for immediate access to data from every input source.			

C. Integration with Existing Wide Area Network (WAN)

The entire Proposed System shall integrate fully with the County's existing wide area network (WAN) as appropriate. All servers and/or storage networks proposed within the system solution should also be configured to reside on the County's WAN. The Cook County WAN is a fully digital network capable of compressing voice traffic and carrying that traffic over combined voice and data T1 and T3 facilities. The T1 and T3 circuits are provisioned for clear channel capability utilizing B8ZS extended super frame signaling.

The WAN utilizes the International Standards Organizations (ISO) Open Systems Interconnection (OSI) reference model to support open systems interconnectivity. In addition, the WAN utilizes 802 standards that conform to the OSI Model at the Data Link and Physical Layers. These standards include specifications for Ethernet, which is the only Local Area Network that will be supported by the WAN.

TCP/IP is the network protocol that will be used for both Intranet and Internet transport of WAN information. The WAN transports frame relay and circuit switched traffic.



A LAN segment

D. Network Devices and Wiring

The Proposal shall identify all components of networking equipment that shall be necessary in order to operate the Proposed System; such components shall not include data wiring, bridges, hubs, routers, switches or other wiring closet devices and hardware or any networking materials or equipment that reside within the wall plates of the wiring network. The Proposer shall be responsible for the supply and installation of all networking and communication devices that reside outside the wall plates of the wiring network. This may include modems and other

communication devices necessary to complete the system.

E. Design Document

The Proposer shall deliver, within the Proposal, a complete design document of the Proposed System solution to include but not limited to:

- All proposed system hardware, software and peripherals.
- Database design and description of data flow and data structures.
- Network service and technical support.
- End-to-end process flow diagram.
- Prototype screen shots.
- Test plan for system acceptance.

Once the proposer is selected, the proposer shall work with CCC personnel to produce a final detailed design document. During this work phase the Proposer shall complete a process analysis to determine the method of implementation best suited for the workflow of the CCC.

F. Business Continuity Planning

The Proposer is required to submit a business continuity plan for its Proposed System that fully describes the backup and recovery procedures of the system software, the database and the equipment in the event of a business disaster. Further, the Proposer will provide training to the CCC MIS Department as part of the comprehensive Disaster Recovery Plan.

G. System Response Time

All configured systems in response to this RFP must have response time for ordinary functions of less than 2 seconds for all local transactions and 3 seconds for all remote transactions. The CCC understands that response times will be impacted by the complexity of the function being performed, as well as the amount of data being processed by the system. Regardless of the complexity and function, the response time may not exceed 5 seconds.

H. System Support and Maintenance

- The Proposer must provide preventative and remedial maintenance as is necessary to keep the Proposed System in operating order for the CCC or work with the CCC MIS Bureau to identify and retain this service.
- The Proposer must define, ***in detail***, what services will be considered maintenance versus enhancements, versus upgrades and provide the projected costs for each category.
- The Proposer must also provide help desk support capabilities for at least one (1) year after Final Acceptance date.
- The Proposer shall define all maintenance service levels available to CCC following Final Acceptance of the System.
- The Proposer must specifically address how the system can function if the system is down or servers are disabled.
- The Proposer must provide backup and restore procedures for all stored information, application and security features within the proposed solution.

I. Vendor Commitment to Imaging and Document Management System Implementation

A Proposer shall be required to work with CCC staff from the time a Contract is executed through the time of system installation and acceptance by the Clerk of the Court.

J. Project Time Frames

Proposer shall propose a realistic time frame, which shall permit the development and installation of a fully operational, *Imaging and Document Management System* in all court operation divisions and districts of the Office of the Clerk of the Circuit Court of Cook County.

K. Implementation and Deployment Plan

Implementation of the *Imaging and Document Management System* will be throughout all of the court operation divisions / districts of the Office of the Clerk of the Circuit Court of Cook County. While there are many deployment methods available to the Clerk of the Circuit Court, the ideal deployment strategy is to leverage resources and minimize risk by taking an incremental phase approach to the imaging and document management development and implementation efforts. The phased approach should include the use of functional and organizational rollouts and pilot sites.

The Proposer shall also include as a part of the Implementation Plan an installation plan for the hardware and software. For the installation to be complete, the system must have all hardware and peripherals attached, the software loaded, and all functions of the system being fully operational as outlined in this RFP. The Proposer shall solve any installed software and hardware problems incurred for at least one year after the Final Acceptance and shall be responsible for resolving all problems resulting from the initial implementation for both hardware and software.

L. Team Structure / Project Leadership

In order to have an effective deployment, a well-trained and experienced team should be put into place. The lead implementer should not only demonstrate experience in relevant industries, but also be able to manage the interest of multiple groups. To have successful implementation, the vendor must be able to build a partnership that includes contractors and Clerk of the Circuit Court employees. The Proposer team will also be required to follow the Clerk of the Circuit Court, team structure approach, already in place.

The Proposer shall provide the CCC a list of all personnel who may be assigned to the project and their designated assignments. The list shall include the qualifications of each person named. The CCC may at any time request, in writing, the removal of any of assigned personnel of a Contractor for cause and the Contractor shall forthwith furnish to the CCC other acceptable personnel within ten (10) days of notification. The Contractor shall be fully responsible to the CCC for all work performed pursuant to this Agreement by selected Proposer's employees, subcontractors or others who may be retained with the approval of the CCC.

The Proposer must also designate a project leader who resides locally and shall be assigned to this project for the duration of the Contract. The project leader must have good communication and interpersonal skills, be technically qualified, have project leadership experience, and be familiar with and committed to the project's objectives and requirements.

The project leader shall be responsible for communicating all project related affairs to the

project team and management of the CCC, as well as controlling the activities of the selected Proposer's personnel and its subcontractors.

The project leader shall work closely with the CCC management to reach mutual agreement on key activities, milestones, and tasks that must be reported by the project leader.

Responses to the below requirements must be provided in order. Proposers should use the format provided and add explanation details as necessary. The following answer key should be used when responding to the requirements:

- Y = Proposer will provide
- N= Proposer will not provide

The project leader shall submit to the CCC management reports on a weekly basis which include, but are not limited to:

	Y	N
An activity scheduling, using MS Project Software, that shows major project activities with durations and dependencies. The schedule must depict work planned versus work accomplished over a plotted time line and identify milestones and deliverables.		
Project status report that concisely lists the tasks accomplished for the week, the tasks planned for the next week, and any outstanding issues and recommendations.		
Status reports shall include the System Testing Demonstration and review results, as well as the results from parallel testing and production installation.		
Issue list and risk mitigation plan with escalation process.		

M. Change Management and Communication

Implementing an *Imaging & Document Management System* will require a significant amount of change in the way all Clerk of the Circuit Court employees do their jobs. The current processes, procedures, have not been changed in years. The work force is comfortable doing business as usual. Potential issues can be avoided if users are involved in the design and testing and adequately trained. Therefore it is vital that a detail change management plan is established. The change management program should have five principal objectives

- To implement a comprehensive program to communicate the Clerk of the Circuit Court strategic vision and its Executive Decision Team and management support objectives through the Clerk of the Circuit Court.
- To facilitate the training for employees.
- To encourage new behaviors, including improved processes and procedures, and improved teamwork.
- To help manage cross-project coordination of related IT projects.
- To recommend necessary policy and rules changes to ensure TAS integrity.

N. Testing & Training / Knowledge Transfer

The Clerk of the Circuit Court recognizes that system testing is an integral part of any implementation. Developing the right methodologies, tools, and procedures is essential to system testing. The minimum requirements for testing plan include, but are not limited to, the following items:

- Overview and introduction of system features and functions.
- Outline of testing strategy.
- Scope and expected duration of each testing phase (i.e., unit testing, integration testing, user acceptance testing, etc.).
- Identify any systems function that will be tested.
- Description of the level of detail for test cases and scripts for all testing phases, including end-to-end testing.
- Sources of tests data and description of how the data will be prepared.
- Description and technical information for any special equipment required with the system.
- Description of the procedure for tracking the resolution of any problems encountered during testing.
- Description of the criteria that will be used to determine whether tests have been satisfactorily passed.
- The Proposer will be asked to define its Training Plan and procedures for this project.

The Proposer must provide training manuals, including but not limited to end user, trainer and train the trainer manuals, as well as provide measurable outcomes.

Additionally, a transfer of technology skills for designated members of the CCC staff shall be a part of the overall training plan and ongoing throughout the duration of the project. Documentation to complement the knowledge transfer is required.

The Contractor shall provide training to CCC management and end-users of the system prior to Final Acceptance, so that CCC personnel are knowledgeable enough to execute test scripts. The Contractor must train the CCC staff on the Proposed System software applications and hardware.

O. User and Technical Documentation

Documentation must be available with the proposed system, in both an electronic and hard copy format, including a data element dictionary, and context-sensitive on-line help text with the customizable help screen. The Proposer will be asked to list the documentation that will be provided for this project.

Responses to the below requirements must be provided in order. Proposers should use the format provided and add explanation details as necessary. The following answer key should be used when responding to the requirements:

- Y = Proposer will provide
- N= Proposer will not provide

During System Testing and prior to Final Acceptance, the Contractor shall prepare and deliver three (3) written or published copies of Documentation and one (1) electronically formatted

copy. The Documentation provided should include detailed documentation of the security, audit, and control options provided by the system, and those that were actually implemented as part of the system installation, which includes, but not limited to the following:

	Y	N
1. General systems information		
2. Workstation descriptions		
3. User functions		
4. Inquiry / Query functions		
5. Output specifications		
6. On-line updates		
7. Administrative functions		
8. HELP information		
9. Jobs/programs/systems/operations documentation		
10. Program identification		
11. Functional descriptions		
12. Frequency of operations		
13. Rerun and restart procedures		
14. Messages		
15. Input and output requirements		

CCC shall have the right to reproduce the user Documentation for its use.

P. Service Level Agreement

The Proposer must respond to include within their Proposals the service levels to which they will perform, methodology used to measure and report against service levels, and the remedy the Proposer will provide the Clerk of the Circuit Court should service levels not be satisfied. Proposers must respond to service levels listed below and are encouraged to include any additional service measures and to suggest credits to be awarded should the service not be met. The Proposer will be asked to submit proposed service levels for this project.

PART III GENERAL CONDITIONS

CONTRACT FOR SERVICE
PART II
GENERAL CONDITIONS
INDEX

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CONTRACT FOR SERVICE
PART II
GENERAL CONDITIONS

GC-01 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent ("Purchasing Agent"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify in its proposal any and all contractors and subcontractors he intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County. The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee ("Director") while on any County property and shall abide by all security regulations imposed by the County.

GC-03 INDEPENDENT CONTRACTOR STATUS

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agent and representatives shall in no event as a result of the Contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-04 MATERIALS INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any materials used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed work furnished under this Contract. Materials or completed work not complying herewith may be rejected by the Purchasing Agent and shall be replaced and/or reperformed by the Contractor at no cost to the County. Any materials rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such materials have been rejected.

GC-05 INSURANCE

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract. Such insurance shall include, but not be limited to, Workers' Compensation and Employer's Liability, Auto Liability, Professional Liability and Commercial General Liability, including broad form Contractual and Product Liability. The provision of this paragraph shall not be deemed to limit the liability of Contractor hereunder or to limit any rights that Contractor or County may otherwise have.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-01.

GC-07 PRICE REDUCTION

The County is to be considered a most favored customer of the Contractor. If any time during the term of the Contract any other customer of Contractor is given a lower price than that charged to the County on any materials or services similar in scope, size, contractual requirements and function to those provided herein, the County will be entitled to that price. If at any time after the date of submission of Contractor's proposal, Contractor makes a general price reduction in the price of any goods and services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, (the "credits") such credits belong to the County and not the Using Department or any other County department. Contractor shall report any such credits to the Purchasing Agent.

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has

failed to cure such breach within ten (10) days after written notice is given to Contractor by the County, setting forth the nature of such breach.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-11 COUNTY'S REMEDIES

Following notice of a material breach or notice of default to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach or noncompliance which is the subject matter of the notice. If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract provided, however, that County shall give Contractor five (5) days prior written notice of termination.

In the event of termination, the County reserves the right to elect to continue using the Contractor's services in whole or in part for the period of time necessary to allow the County to obtain and implement replacement services. During such transition period all terms and conditions of the Contract shall be in full force and effect. The County may elect to continue using Contractor's existing services in full; increase monitoring and oversight of Contractor's operations; or substitute the County's designees for the Contractor's personnel utilizing Contractor's facilities pending the implementation of replacement services. Any payments due Contractor will be prorated based on the services Contractor is then providing. Contractor will agree to cooperate with the implementation of the replacement services should the County so request. After the County has secured replacement services and such services are operational, the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-12 CONTRACTOR'S REMEDIES

If the County has been notified of default and fails to remedy a material breach during the ninety (90) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination. In the event of termination the County shall be given the right to continue using the Contractor's services in full for a reasonable period of time until the County shall have replaced such services. Contractor will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of the Contract shall remain in full force and effect. After replacement services have been secured and are operational the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

GC-13 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$25,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$25,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable.

The Director may, by written order, make changes with respect to the times of delivery and the places of performance thereof. Any such change shall not cause an increase or decrease the Contract price or the time required for Contract performance.

GC-15 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right. Where applicable, the County shall notify Contractor in writing of any such suit or proceeding or significant threat thereof and hereby agrees to give Contractor information and reasonable assistance for the defense. In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the specifications of this Contract.

GC-17 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports that are beyond the scope of the Contract, utilizing data derived from information or data obtained from the County without the prior written approval of the County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to the County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of services under this Contract (the "Documents") shall be the property of the County. It shall be a breach of this Contract for the Contractor to reproduce or use, any Documents, or product obtained from the County, for its own purposes or for that of any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the Documents while they are in his possession, and any such Document lost or damaged shall be restored at the expense of the Contractor. Full access to the Contractor's work during the preparation of the Documents shall be available to the County and other interested public agencies. In the event Contractor utilizes any of his own proprietary of confidential information in whatever form, in the performance of duties under this Contract, it must be clearly marked as such.

GC-18 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision that the subcontractor agrees that the County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-19 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certification attached hereto and incorporated herein. Assurance of compliance

with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-20 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Contractor is doing business or proposing to do business, under the Contract. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-21 ACCIDENT REPORTS

The Purchasing Agent and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report, if obtainable.

GC-22 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of his employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

GC-23 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

PURCHASING AGENT
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its proposal or as otherwise indicated in writing to County.

GC-24 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. If the Contract is terminated by the County, the Contractor shall deliver to the County all finished or unfinished Documents prepared by the Contractor under this Contract and these shall be and become the property of the County. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/materials actually performed/supplied by the Contractor to the date of termination. Such payment made to the Contractor shall be in full settlement for services rendered under this Contract.

GC-25 GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the materials or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar materials or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-26 STANDARD OF MATERIALS

In the event materials are supplied for purposes of this Contract, then only new, originally manufactured materials will be accepted by the County. The County will not accept any materials that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Materials not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-27 DELIVERY

All materials shipped to the County shall be shipped F.O.B. designated location, County of Cook, Illinois. If delivery is made by truck, arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials. Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of material delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County.

GC-28 QUANTITIES

The quantities of services and/or materials required for the performance of the Contract are estimates for the purpose of determining an approximate total contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the contract price, to correspond to the actual needs of the

County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Office of the Purchasing Agent.

GC-29 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-30 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-31 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-32 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-33 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this contract, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn therefrom. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

GC-34 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business

Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

- B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-35 YEAR 2000 COMPLIANCE WARRANTY

This General Condition shall apply to all procurements of computerized equipment, computer hardware, software and related ancillary devices and any professional consulting services related thereto.

Contractor warrants fault-free performance and fault-free result in the processing date and date-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Contractor warrants the Year 2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. The County, at its sole option, may require Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.

Contractor's warranty apply to products provided by the Contractor, its sub-contractor(s) or any third party(s) involved in the creation of the products to be delivered to the County under this Contract.

Contractor's warranty is separate and distinct from any other warranty specified in this Contract, and is not subject to any disclaimer of warranty or limitation of the Contractor's liability which may be specified in this Contract, its exhibits, attachments, schedules, or any document incorporated in this Contract by reference.

In the event of any hardware or software program failure related to time and date related codes and internal sub-routines that impede the hardware or software programs from operating beyond the millennium date change (Year 2000), Contractor shall immediately make all required corrections to restore the hardware, software and firmware programs to the same level of functionality as warranted herein at no charge to the County, and without interruption to the ongoing business of the County, time being of the essence. In the event Contractor fails to cure any such hardware or software failure, the County shall have the right to pursue all remedies at law or in equity and those remedies expressly set forth within this Contract including, but not limited to, its right to terminate for default. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Contract with respect to defects other than Year 2000 performance.

END OF SECTION

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EXECUTION FORMS

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THE TERMS "CONTRACTOR" AND "CONTRACT" ARE USED THROUGHOUT THESE EXECUTION FORMS. HOWEVER, THE SOLE PROPRIETOR, PARTNERSHIP, JOINT VENTURE, OR CORPORATION COMPLETING THESE EXECUTION FORMS (REFERRED TO IN THIS PARAGRAPH AS "VENDOR")

UNDERSTANDS AND ACKNOWLEDGES THAT NO CONTRACT IS CREATED WITH COOK COUNTY, AND VENDOR IS NOT A CONTRACTOR OF COOK COUNTY, WITH RESPECT TO THIS CONTRACT, UNTIL THE DATE UPON WHICH THE DESIGNATED COUNTY OFFICIALS EXECUTE THIS CONTRACT BY COMPLETING THIS PAGE ENTITLED "COUNTY ACCEPTANCE AND EXECUTION" AT PAGE EF-12.

CONTRACTOR CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IN THE EVENT THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

A. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-7.1.

Chapter 10, Section 10-7.1. of the Ordinances and Resolutions of the County of Cook provide as follow:

10-7.1. - PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity,

(a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity.

(b) Has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.

(c) Has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois,

(d) Has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.

(e) Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois.

(f) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois,

(g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,

(h) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (f) above. (Ord. 7-2-79, p. 4213.)

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h).

B. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/3).

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE CHAPTER 25, SECTION 25-76 (adopted March 16, 1993)

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public

accommodations, housing, or provision of County facilities, services or programs.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)

The Cook County Living Wage Ordinance mandates that a base wage of \$7.60 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement requiring Board approval whereby the County is committed to or does expend funds in connection with the agreement or a subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

H. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"*County Privilege*" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If not applicable (ie. there are no Substantial Owners as defined above) you must indicate here that "there are no Substantial Owners as defined above":

_____ (check here, if applicable)

There are no Substantial Owners, as defined above.

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
---------------------------	---	---------------

_____	_____	

Home Address: _____

City, State, Zip: _____

Home Phone#: _____

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
---------------------------	---	---------------

_____	_____	

Home Address: _____

City, State, Zip: _____

Home Phone#: _____

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
---------------------------	---	---------------

_____	_____	

Home Address: _____

City, State, Zip: _____

Home Phone#: _____

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
---------------------------	---	---------------

_____	_____	_____

Home Address: _____

City, State, Zip: _____

Home Phone#: _____

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:

he/she has personal knowledge of the information provided above and
that the information provided is correct.

I. **COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)**

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

J. **LOCAL BUSINESS PREFERENCE (adopted March 6, 1997)**

The Purchasing Agent shall, in the purchase of all supplies, services and construction by sealed RFP bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- 1.) Is bidder/proposer a "Local Business" as defined above?
Yes:_____ No:_____
- 2.) How many persons are currently employed on a full-time basis by bidder/proposer? _____
- 3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised? Yes:_____ No:_____

If yes, list such bidder/proposer business addresses:

- 4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes:_____ No:_____

If yes, list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

- 5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook?_____

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

MINORITY AND WOMEN BUSINESS ENTERPRISE GOALS

REQUIRED SUBMITTALS

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-owned Business Enterprise Ordinance (the “Ordinance”) which establishes a “best efforts” goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional and consulting service contracts and agreements to certified MBEs and WBEs.
- B. A contractor may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor’s business; or by a combination of the foregoing.
- C. A contractor’s failure to carry out its MBE/WBE commitments in the course of a contractor’s performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a contractor shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and to be rejected.

A. MBE/WBE Participation Documentation

Each contractor shall submit supporting documentation which evidences efforts taken to achieve the County’s “best efforts” MBE/WBE participation goals. Such documentation shall include:

- 1. A summary plan identifying all firms intended to be used to fulfill the goals; the MBE or WBE status of each firm; the name, address, and phone number of the contact person for each MBE/WBE firm; the dollar value of the goods or services to be provided by MBE and WBE firm; and the dollar value for each expressed as a percentage of the total value of the proposed contract. (See Exhibit I)
- 2. A Letter of Intent for each MBE/WBE containing specific information regarding the goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services; and the original signatures of the appropriate officer of both the contractor and of the MBE/WBE firm. (See Exhibit II.)
- 3. Current letters of certification for each MBE and WBE firm. Acceptable certifying agencies are: Cook County, City of Chicago, CTA, Pace, Metra, IDOT, WBDC, CMBDC, NMSDC, SBA.

B. Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how it intends to maximize the use of its minority and women professional in the course of performing the contract.

C. Affirmative Action Plan

Each contractor shall submit a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating that no plan exists. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions concerning this portion of the Execution Forms should be directed to:

Ms. Betty Hancock Perry
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312) 603-5502

EXHIBIT I CONTRACTOR'S MBE/WBE EFFORTS DOCUMENTATION

CONTRACTOR HEREBY STATES that all MBE/WBE firms identified herein are certified MBEs/WBEs by at least one of the following entities: Cook County, City of Chicago, CTA, PACE, Metra, IDOT, WBDC, NMSDC, CMBDC, SBA or have a completed application for MBE/WBE certification on file with the Office of Contract Compliance.

I. CONTRACTOR'S MBE/WBE STATUS: (check the appropriate line)

- ___ Contractor is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- ___ Contractor is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, Letters of Certification, completed Joint Venture Affidavit clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture) (Joint Venture Affidavit available from the Office of Contract Compliance.)
- ___ Contractor is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Section II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %
Letter(s) of Intent attached? Yes _____ No _____
Letter(s) of Certification attached? Yes _____ No _____

III. Indirect Participation of MBE/WBE Firms

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Indirect Participation: \$ _____
Percent Amount of Indirect Participation: _____ %
Letter(s) of Intent/Invoices attached? Yes _____ No _____
Letter(s) of Certification attached? Yes _____ No _____

Attach additional sheets as needed to fully document MBE/WBE participation.

EXHIBIT II COOK COUNTY LETTER OF INTENT

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR COSULTANT

Contract Title & Number: _____/_____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the County of Cook
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Each item supplied or service performed will be detailed under Fee/Cost with all items/services totaled to equal the full dollar amount of the Letter of Intent. ***All services performed or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.***

<u>Description of Service/Supply</u>	<u>Fee/Cost</u>
1. _____	\$ _____ %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
5. _____	\$ _____ %
	Total: \$ _____ %

If more space is needed to fully describe the MBE/WBE firm's description of service/supply and/or fee/cost, attach additional sheets.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I _____ (print name)
the _____ (title) and duly authorized representative of the

MBE and/or WBE _____ (firm name) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be supplied/performed for the above indicated dollar amount of \$ _____ which represents the above indicated percentage of _____% of this contract bid amount of \$ _____

_____/_____/_____
(Signature of affiant) (Date)

Subscribed and sworn to before me this ____ day of _____, 20__.

(Notary's Signature) (Notary Seal)

Upon Penalty of perjury, I _____(print name)

the _____(title) and duly authorized representative of the

Prime Bidder _____(firm name) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$ _____ which represents the above indicated percentage of _____% of this contract bid amount of \$ _____.

_____/_____/_____
(Signature of affiant)

(Date)

Subscribed and sworn to before me this ____ day of _____, 20____.

(Notary's Signature)

(Notary Seal)

EXECUTION BY A SOLE PROPRIETOR

"The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____. The undersigned agrees to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contract Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Contract are true and correct."

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

If no real estate is owned in Cook County, please write "No Real Estate Owned in Cook County".

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date : _____

Subscribed and Sworn to

before me this _____ day

of _____, 200____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)

"The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____. The undersigned agrees to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contract Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Contract are true and correct."

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

If no real estate is owned in Cook County, please write "No Real Estate Owned in Cook County".

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X _____ Date: _____

Date : _____

Subscribed and Sworn to
before me this _____ day
of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Contract on behalf of the Partnership.

EXECUTION BY A CORPORATION

"The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____. The undersigned agrees to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contract Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Contract are true and correct."

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *IL CORPORATE FILE NUMBER: _____

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY

PERMANENT INDEX NUMBERS(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).
If no real estate is owned in Cook County, please write "No Real Estate Owned in Cook County".

LIST ALL CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

***SIGNATURE OF PRESIDENT: X _____

ATTEST: X _____ (CORPORATE SECRETARY)

Subscribed and Sworn to
before me this _____ day
of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be *submitted with these Execution Forms*.

** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

*** In the event that this Contract is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Contract on behalf of the corporation.

COOK COUNTY ACCEPTANCE AND EXECUTION

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby enter into and accept the foregoing Contract identified as Contract Number _____.

ITEM(S), SECTION(S), PART(S):_____

TOTAL AMOUNT OF CONTRACT:\$_____

(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

DATED AT CHICAGO, ILLINOIS THIS_____DAY

OF_____, 200_____.

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

ATTACHMENT B: PROPOSER QUESTIONNAIRE

Contractor qualification items are required to be submitted with proposal. Contractor must demonstrate that it is experienced and qualified to provide the services required. Each contractor shall submit the following information in proposal for the County's consideration:

A. DESCRIPTION OF COMPANY

Introduction (or Executive Summary). This shall include a brief background of the firm and the professional services offered that meet the County's objectives including

- Name of Company; if a joint venture, name of joint venture and names of individual companies
- Address of corporate headquarters and Chicago area location, if differing;
- Telephone and fax number(s) for Chicago area location(s);
- Form of company; i.e. sole proprietor, partnership, corporation;
- Date company formed; date incorporated if a corporation;
- Company principals including President, chairman, vice presidents, secretary, chief operation officer, chief financial officer, general manager(s), and the length(s) of time each has accumulated in his area of expertise;
- FEIN: Provide the Federal Employee Identification Number of the Proposer.
- SSN: In the case of a sole proprietorship, provided the Social Security Numbers of all Owners/Partners;
- Licenses (to do business in the State of Illinois). In the event that a corporation of LLC is the successful proposer, such corporation shall present evidence, before, an agreement is executed, that it is authorized to do business in the State of Illinois, which may include a print-out from the Illinois Secretary of State website.

In addition, the Proposer shall provide:

1. Organization Chart and Rationale for Team – An organization chart for the company should show reporting relationships of principals and areas of responsibility pertaining to the required services, as outlined in Section 2 and the rationale for assembling this specific team. Describe why this firm is best suited to be selected.
2. Team Member Firms' Key Personnel – Submit resumes for key personnel committed to this project; these personnel can be both managerial and technical. Include a description of any key personnel's specialized experience.
3. A summary of the history of Contractor's company in terms of its size, range and types of services Contractor has offered and currently offers through its company; and the types of clients and geographic areas serviced by Contractor.
4. Indicate how many years your company has been in business and the number of years devoted to healthcare. If your company is a subsidiary, include a copy of the corresponding information on the parent company.

This information may be considered in the determination of Contractor's qualifications to provide Services as outlined in this Request for Proposal, but shall not be binding upon the County.

B. GENERAL INFORMATION

C. FINANCIAL STATEMENT

Provide a copy of the most recent audited financial statement, or an annual report by a certified public accountant and a Dunn and Bradstreet rating. If applicable, submit the financial report of your parent company.

D. REFERENCES

Qualifications of the firm: Provide a list of references for other customers that are utilizing your services as Customer Service Training consultants. Contractor agrees that the County may contact these references to obtain any and all information regarding Contractor's performance of services.

Provide a list of all current and prior clients for the past three (3) years.

D.MBE/WBE PARTICIPATION

Provide Contractor's plan for meeting the County's affirmative action objectives for MBE/WBE participation as described in the attached Minority and Women Business Enterprise Goals. All contracts awarded by the County are subject to County Ordinance, Chapter 10, Section 10-43, a copy of which is available for review and inspection in the Office of Contract Compliance Administrator, Cook County Building, Room 1020, 118 N. Clark or on the web at www.cookcountygov.com Under Agencies, Contract Compliance.

THE CONTRACTOR AGREES THAT THE COUNTY MAY CONTACT ANY PERSONS FOR INFORMATION REGARDING CONTRACTOR'S PAST CONTRACT PERFORMANCE. FAILURE TO SUBMIT THE INFORMATION REQUIRED BY THIS SECTION, OR THE RECEIPT OF UNSATISFACTORY INFORMATION BY THE COUNTY SHALL, IN THE COUNTY'S DISCRETION, CONSTITUTE CAUSE FOR PROPOSAL DISQUALIFICATION.

ATTACHMENT C: COST PROPOSAL FORMAT

The Proposer must complete the cost proposal table as outlined below. In submitting its Proposal, Proposer certified that the prices proposed have been arrived at independently, without consultation, communication or agreement with any County employee, or its agents.

ITEM		COST (\$)
Hardware Costs		
1.	Work Stations	\$
2.	Servers	\$
3.	Printers	\$
4.	Other Equipment	\$
5.	Installation	\$
Application Costs		
1.	Software – base package / license	\$
2.	Customization	\$
3.	Maintenance	\$
4.	Systems Integration/Systems Interfaces	\$
5.	Customized Documentation (assumption: certain level of documentation is included in cost of application)	\$
Other Costs		
1.	Training Costs	\$
2.	Extended Warranty Costs (Annually)	\$
3.	Project Management Costs	\$
4.	Hourly Cost for Contingency/Additional Services	\$
5.	Other Costs (Please be specific)	\$

Total Solution Costs \$_____

ATTACHMENT D: DIVISION / DEPARTMENT / DISTRICT OBSERVATIONS

This section provides court operational observations made regarding the handling, processing and filing of court files and documents during an imaging and document management needs assessment conducted for the Office of the Clerk of the Circuit Court. The observations are organized by bureau, then division / department / district.

FIRST MUNICIPAL BUREAU

CIVIL DIVISION

- Typically, the Civil Division accesses microfilm if case files and/or documents cannot be located. Additionally, a customer may forward a written request for a copy of a specific document and the Civil Division has the option of retrieving the document from microfilm or the case file (court sheets and court orders only).
- In the Civil Division, a work interruption may occur if a case number, litigant's name, room number or time has not been provided, or the litigant's name fails to match the information provided on the court docket.
- The Civil Division states that there are three (3) major complaints that a customer may have concerning the Civil Division: (1) a file cannot be located, (2) specific documents are not in the case file, and (3) a document has not been entered on the computer. The Civil Division feels that if these customer complaints can be resolved customer service and satisfaction would be greatly enhanced.
- The Civil Division believes that if documents are "imaged and made available online" even if a document fails to be delivered to the court clerk in ample time via the mail, the document would still be available for court proceedings.
- The Civil Division experiences a number of frustrations when processing and maintaining court related files including: illegible hand writing, erroneous case numbers placed on documents, no case number provided on a document, the document does not contain all the necessary information, the case is filed in the wrong area (for example, wrong year), and the volume of documents outnumbers the amount of employees able to process the documents.
- Civil Division case files are stored in their related division. The division stores the current year, plus one additional year of court files. However, contract cases are stored for two additional years. Inactive case files are stored in the division, and the average storage time for an inactive case file is approximately two years. The division receives approximately 2602 requests for case files per day.
- Civil Division case files are easily retrievable when stored in their proper location in the file storage area. However, circumstances that cause excessive retrieval times can be attributed to lost case files, case files being transported from the court room to the file storage area, or case files that require retrieval from the Record Center.
- The Civil Division states that imaging document management technology must provide simultaneous access to the division, as well as suburban districts 2-6 (Civil). Various divisions and suburban districts need access to each other's imaged documents.

- Court processing time would be significantly reduced if the imaging and document management system is integrated with the electronic case management technology system.
- Excessive photocopying is required because multiple copies are made from case file documents so that information is available to multiple people.
- The Civil Division has no backup system in place for hard copy case files.
- The primary and most obvious Civil Division problem areas entail matching loose paper to the appropriate case file. This problem is due largely to massive filings on a daily basis and limited County Clerk staff to sort documents, and place them in the appropriate case files.
- On average, Civil Division case files are retained from the time they are pulled for a court call (three to four days prior to court proceedings) until they are actually heard in court. They are then returned to the file area after the call has been written up and coded (on average one to two days). However, if the court date is short (one to four weeks) the file may be held until the next court date, and kept until call is written up and coded again. Also, if there are extenuating circumstances in a particular case where the judge feels that it is vital to hold a case, h/she may retain the file in his/her chambers, indefinitely.
- On occasion, case files are misplaced. When this occurs, it always has a big impact on operations in the Civil Division. Many documents cannot be reproduced. However, strenuous attempts are made to reconstruct the file, if necessary, by accessing documents via microfilm, records from the Sheriff's Office, printouts and a new half sheet and label, all of which can be very time consuming.
- On occasion (because all documents cannot be tracked when a file is returned), a customer may remove a document from the file. All documents are vital, however, when the document is a Summons (Return of Service), Appearance, Complaint, Answer, or Court Order, it could have a big impact on the case. If an Order dismissing the case, releasing a judgment, etc. is not in the court file and a person is closing on a house or applying for a loan then it becomes quite a hindrance for the customer.
- Approximately 392,674 case files are maintained in the Civil Division storage area, with approximately 800 new case files being added to the storage area per day.

TRAFFIC DIVISION

- Traffic Bureau Offices in the First Municipal and Suburban Municipal districts process information at four principal points including: intake - the receipt and processing of traffic tickets from various law enforcement agencies; data entry - the entry of information from the face of the ticket into the Traffic Information Management System (TRIMS); scheduling - the setting of cases for court based appearances, defendant requests, or judicial orders; and clerical services - the receipt and processing of documents from attorneys, gathering files for court and maintaining the counters. While various aspects of the system are computerized, the physical case files containing all of the pertinent documents remain essential to the processing of a case. Additionally, moving files around is a distinctly labor-intensive activity.
- When a defendant appears in court with a ticket, which is not recorded on the court call, the clerk is forced to stop and check to see if the ticket is related to a criminal case or whether it has been turned in to the clerk's office for processing from the district for traffic court.
- There have been cases where the ticket is in the system (for example, TRIMS), but the physical file is not where it should be, which causes a general disruption in processing.

- Court Operations Staff noted that before some case files can be handed over for public viewing, documents that are considered confidential (for example, alcohol and psychiatric evaluations) must be removed. This process is manually intensive and increases the customer's waiting period.
- Court Operations Staff noted that when defendants post cash bonds for their license, files typically take a long time to come back - as long as a week. If the file is taken for review, it usually takes one to two days to be returned.
- Court Operations Staff also noted that in certain situations concerning "major" traffic cases there are times when multiple accesses to the case file is required. For example, the case file is needed in major courtrooms, including criminal divisions, special services, or the motion courtrooms, simultaneously.
- Older files some time require extensive research - if the file cannot be located.
- Problems deciphering the penmanship on traffic citations; officers omitting information, and officers recording the wrong information were also some of the problems identified.

FAMILY LAW BUREAU

CHILD PROTECTION

- Documents concerning Child Protection matters are considered confidential.
- Occasionally, the Child Protection Division is required to access information held on microfilm when the original orders are not contained in the case file.
- The Child Protection Division estimates that it photocopies approximately 200 documents (court orders) per day.
- Common work interruptions occur in the Child Protection Division when attorneys fail to provide correct information (this was also cited as a source of major frustration), or when coordinating the transfer of case files with another county.
- The Child Protection Division receives approximately 300 requests for case files per day.
- Circumstances which cause excessive time to retrieve case files include locating misfiled folders, multiple requests, and requests for case files that are held in the Record Center.
- Typically, before certain Child Protection documents are placed in the case file they are microfilmed and photocopied.
- The Child Protection Division states that there are situations in which case files are required for simultaneous use by multiple people. For example, attorneys on the case, Guardian at Litum child attorneys, Public Defenders or bar attorney, and the parent's attorney may request the same file.
- Typically, case files in the Child Protection Division are not lost, but occasionally misfiled.
- The Child Protection Division houses approximately 30,000 case files (both active and inactive). About five case files are added to storage per day. Additionally, case files are maintained in the division for approximately 12 years.

CHILD SUPPORT DIVISION

- Special handling is required when Child Support documents, such as court orders are indecipherable, as well as when processing large case files.
- The Child Support Division does process faxes, which become part of the court's record, however, the fax must contain the judge's signature and entered stamp.
- Typically, the Child Support staff photocopy filings that become part of the case file
- A common work interruption occurs when the Child Support staff encounters hard to read court orders, incomplete court orders and court orders that are written in error. When this occurs, a Child Support Division staff member places a call to the attorney and, if the attorney cannot be reached, processing is stopped until the issue is resolved.
- The Child Support staff states that one of the most significant customer service complaints is being unable to view documents. The division's proposed solution to this problem is to provide imaging of all court orders and motions.
- Presently, the Child Support Division maintains 200,000 case files. Additionally, it takes about three days to retrieve case files from the Record Center.
- The Child Support Division estimates that it receives approximately 380 requests for case files per day.
- Usually, when an excessive amount of time is required to retrieve case files it involves both the Record Center and suburban district files.
- The Child Support staff states that another common problem involves misfiled and loose papers.
- Typically, case files are stored in the Child Support Division for approximately 15 years.

DOMESTIC RELATIONS

- Work is originated in the Domestic Relations Division by a new case being filed by the public and/or their attorneys. Pleadings are received from the suburban district locations and the sheriff's office, and orders are entered by judges. Customers also request case file copies via telephone, regular mail, email, or, in person.
- Domestic Relations staff takes two to three days to retrieve case files from the Record Center.
- Domestic Relations staff frequently access microfilm, particularly when a copy of a document is requested by a customer and the case file is located at the Record Center.
- The Domestic Relations Division receives faxes from various suburban locations or other departments.
- Domestic Relations staff photocopies documents frequently including every order and judgment regarding child support for the child-support division daily. The division also provides copies for customers.
- A common work interruption occurs when paperwork is filed with an incorrect case number, incorrect name, or the information is indecipherable. If a match is not made on the name or case number a phone inquiry is placed. If a match cannot be made after the phone call, processing ceases until proper research is performed to create the necessary match.
- One of the Domestic Relations Division's most significant customer service complaints involves staff related typos and coding errors. Another customer complaint concerns long customer lines. In regards to typos and coding errors the Domestic Relations division recommends that the errors could be reduced by providing an actual image of the order. With respect to reducing customer lines, the division suggests that if they have fewer staff

performing data entry, coding, auditing, and photocopying, there would be more staff available to assist the customer.

- The Domestic Relations Division states that staff used one-half to three-quarters of the day to photocopy child-support matters for the Child-Support Division. If all documents were available online, the Child-Support Division would have timely access to these documents themselves, and, thereby, free Domestic Relations staff to perform other pressing duties.
- Documents needed from other areas, such as, another division or different locations are requested approximately three times per day. If these documents were available online, the Domestic Relations Division would be more efficient and there would be a dramatic increase in quality customer service.
- Additional frustrations experienced by the Domestic Relations Division include the following:
 - (a) using staff to perform photocopying when they can be used to perform other vital duties,
 - (b) entire case files having to be pulled and re-filed when customers only want to view a copy of a document,
 - (c) customers removing documents from the case file,
 - (d) occasions when documents are requested from different locations (for example, suburban districts), the entire case file has to be ordered and the division has to wait for the case file to be delivered or the document faxed. Thus, causing a lengthy delay in processing,
 - (e) loose papers that have been shipped to the warehouse and
 - (f) misfiled papers and missing documents.
- Approximately 90,000 case files (2001-2005), both active and inactive, are stored in the Domestic Relations Division, while older files are stored at the Record Center. Additionally, the division stores all impounded files and sealed records, both active and inactive, as far back as the year 1953.

JUVENILE JUSTICE DIVISION

- Confidentiality is a special issue for documents processed by the Juvenile Justice Division. Thus, juvenile case files should only be handled by officers of the court and responsible parties who are affiliated with the file.
- Like most divisions, the Juvenile Justice Division usually accesses microfilm records when a file cannot be located.
- The Juvenile Justice Division sometimes receives faxes, which occasionally become part of the court file. They also photocopy documents that become part of the court file
- If all the documents were imaged the Juvenile Justice Division would interact most frequently with the Criminal Bureau. Additionally, court operations staff in the Juvenile Justice Division often receives requests for adult criminal data. Thus, it would be beneficial to access this information directly and not rely on mail.
- The Juvenile Justice Division houses inactive case files due to space limitations in the Record Center. Typically, it takes from two to three days to retrieve a case file from the Record Center.
- The Juvenile Justice Division receives between 50-100 requests for case files.
- Having the capacity to cross reference how many cases a particular minor is involved in would be a tremendous benefit to the Juvenile Justice Division, as it would help expedite and process the case.
- The Juvenile Justice Division reports that case files can be kept out for long periods of time. To date, the maximum amount of time in which a case file has been retained is two weeks

- Typically, Juvenile Justice case files are not lost. However, they are, on occasion, misplaced. Additionally, associated documents are occasionally taken from the case file without being returned, or are misfiled.
- The Juvenile Justice Division houses approximately 47,000 case files (both active and inactive). Also, about 60-75 Juvenile Justice Division case files are added to storage per day, while case files are maintained for approximately six years.

COUNTY BUREAU

CHANCERY DIVISION

- It takes from one to two days for Chancery Division staff to retrieve a case file from the Record Center.
- The Chancery Division maintains an active case file, however, case files are accessed to the Record Center annually, whether they are active or not.
- The Chancery Division receives 400 to 1000 requests for case files per day.
- The Chancery Division would like the imaging and document management technology to integrate with the mainframe application in order to provide access to original complaints and court orders.
- Chancery Division Court operations staff photocopy various pages in the case file so that they can have information with them all the time.
- There is no "backup" of the case file in the Chancery Division.
- When a case file is lost in the Chancery Division it is reconstructed by placing telephone calls to all parties involved to secure information, and by using microfilm. This process can be extremely labor-intensive and time consuming for Clerk of the Circuit staff.
- Approximately 86,000 case files are maintained in the Chancery Division at any given time. Additionally, 100 to 200 case files are placed in storage per day.
- Typically, case files are stored in the Chancery Division for approximately four years.

COUNTY DIVISION

- County Division, tax rate objection complaints may have several hundred pages associated with each case file.
- On occasion, County Division staff has difficulties retrieving the data to complete their job. They may have to go to several locations to get a full picture of what has occurred. Additionally, when the docket entry is not entered, it makes it all the more difficult.
- It takes three to five days for County Division staff to retrieve case files from the Record Center.
- The County Division is a manually intensive operation. If the document is not in the file, the clerk reviews the docket book to determine if the document was received. If an Order is missing, the clerk must retrieve it from or microfilm. Additionally, if the document is not in the file, the clerk must proceed to the file staging area to search for the document. As stated above, workflow ceases if the case number is incorrect and cannot be docketed.

- The County Division's most significant customer service complaint involves incomplete files and files not readily available. Thus, County Division staff feels that the best way to address this complaint is to implement technology that makes files electronically accessible and/or possibly have more staff available to file loose papers.
- Additional frustrations experienced by County Division staff include:
 - o Manually docketing various document types to the same docket book simultaneously.
 - o Lack of sufficient employees to accomplish tasks in a timely manner
- At times, County Division case files are retained for long periods. Judges have a tendency to retain tax deed files until the final Order has been entered. Such timeframes can range from one to three months. Indemnity files are sent directly to the administrative tax deed judge for case management, and the timeframe involved in this process too can range from one month to one year. Finally, contested matters stay with a judge until a trial is complete – that timeframe is indefinite.
- In instances where a case file is lost or misplaced, all of the following have an impact on the process;
 - o The customer does not have a chance to review the file, (b) a judge's court call may be held up.
 - o A lost file can hinder an attorney from going forward with a case, and
 - o A substitute file will have to be created. All of the above scenarios cause extra man-hours to be used and poor customer service.
- Documents are often removed from case files and, subsequently, lost. Additionally, documents are misfiled or placed in piles of loose papers, which have to be properly re-shelved. Customers who do not want to pay xeroxing fees sometimes remove documents from the files.
- Approximately 127,000 case files are maintained in the County Division's file storage area. This equates to approximately seven years of holdings at approximately 18,000 per year.

LAW DIVISION

- All Law Division work is generated by over-the-counter filings and court orders.
- The Law Division's most significant customer service complaints involve missing case file documents and missing files.
- The Law Division experiences problems initiating, filing, processing, and maintaining court related files when inaccurate data is supplied by litigants.
- The Law Division maintains active case files in the storage area. Typically, they keep one entire year of cases until accession to the Record Center. The Law Division estimates that it currently has over 75,000 (about 300 pages per case file) active and inactive case files in its storage area. Additionally, the Law Division maintains the current five-year plus the last three prior filing years.
- On average, per day approximately 500 Law Division cases are requested and processed. Of these, 160 cases per day require two days to process.
- Physical (Law Division) case files are not backed up.

- Currently, the Law Division does not have a secured area for clients to view files. However, they are in the process of creating one. As of this writing, files are monitored by Law Division employees as best they can.
- The most obvious problems for the Law Division are the inability to track, identify, and replace documents removed from case files by the viewing public.

PROBATE DIVISION

- The Probate Division handles a preponderance of Wills, which cannot be altered in any manner. Additionally, Wills are not viewable after filing - only a copy is made available.
- A typical Probate Division work interruption involves staff having to contact an attorney if documents received are illegible, misplaced, or lost.
- The Probate Division's most significant customer service complaint is the lack of timeliness and service delivery. However, Probate Division staff strongly believes that this complaint can be addressed by an improvement in case file/document retrieval times.
- The Probate Division maintains inactive case files in its storage area for a minimum of seven years so that Record Center requests can be kept to a minimum.
- The Probate Division takes in approximately 12,000 case files per year and maintains about 84,000 case files in its storage area. Each case file is comprised, on average, of 62 documents.
- Probate Division staff state that requesting case files from the Record Center can cause excessive delays (six to eight days). Additionally, locating misplaced files causes extensive time delays.
- The Probate Division feels that due to confidentiality requirements the imaging and document management technology should have additional levels of security access pertaining to certain documents in the case file.
- Like other Probate Divisions, when a case file is physically accessed by a customer, County staff is required to retain the customer's identification until they complete their viewing of the case file.
- Typically, Probate Division case files are not retained for long periods of time; however, if a judge decides to keep the file, he or she can do so indefinitely.
- Problem areas for the Probate Division include: (a) processing loose papers, intermixed papers and managing the bindings of the documents (for example, paper clips, staples, etc.), (b) lost case files which cause a major disruption in processing, (c) customers not wanting to pay copying fees and removing documents, and. (d) Judges removing documents to maintain office files of all their original orders.
- In Probate Division situations where a case file is no longer needed for further processing, it is not returned by the original user, as it is passed on to the next operation.
- Currently, supervisors in the Probate Division do not use any administrative tools to reassign, redistribute, and reprioritize daily workloads.

SUBURBAN BUREAU

SUBURBAN DISTRICTS

- Suburban Districts need to have the capacity to link documents to case files and other support documentation.
- Traffic tickets are stored locally at Suburban Districts. Traffic tickets, while not large paper items, take up a substantial amount of space with tickets, at some divisions, dating back to 1964.
- Old traffic tickets (prior to 1985) are stored in boxes. They are not sorted by type (major or minor tickets). When looking for old tickets, clerks must search through each box. At this time, the clerk removes tickets that are minor offenses, and retains the ones deemed major offenses. This process requires an inordinate amount of time to locate a ticket.
- Administrative documents are kept indefinitely at all Suburban Districts. In many cases, original documents are sent downtown (this takes up space) and a copy is kept at the district office (thereby taking up even more space).
- Suburban District case file requests can average up to 200 per day.
- (Suburban Districts) the new process of global filings has created a lag time associated with filing information. Currently, when a document is filed for another district, it is printed and sent internally by mail to the processing district. Because of manpower shortages at different locations, this filing may not be immediately processed.
- Senior staff members of the Suburban District related that the imaging and document management technology should include the ability to limit access to designated employees.
- On occasion, customers go to Suburban Districts to obtain copies of cases which were filed in Chicago. The districts must refer the customers back downtown, because they do not have access to the documents.
- While the primary problems for Suburban Districts include loose papers and lack of filing space for case files, the most significant customer service complaint is the length of time it takes to transact customer business when visiting various offices.
- Occasionally, Suburban District case files are misplaced. Additionally, there may be a need to create a supplemental file jacket in order to re-create the file's contents until the file is recovered.
- Data entry backlogs were noted in several areas in Suburban Districts including bond rooms, processing of traffic tickets that lead to court diversion, criminal case input, bond payment processing, and expungement processing.
- Suburban Districts occasionally have to access information held on microfilm. Situations have occurred wherein a case file cannot be found, or where documents in the case file are difficult to read. Also, if the case file has been transferred to another location, (for example, the Record Center) microfilm can be used to reproduce a specific document.
- It was noted in the Suburban District that certain storage areas were not designed for long-term storage. Many of the case files at various storage facilities displayed signs of wilting and/or fading due to extreme environmental conditions. This included court sheets and traffic tickets.
- Work interruptions occur in Suburban Districts. For example, work may be suspended on a particular case or case file until additional information is provided or obtained. Especially in cases where a document in a file is unclear or incomplete, in which case a request for a copy of the original document is made, or a copy of the microfilmed record is requested.
- It was noted in several suburban divisions that many of the file storage cabinets were in dire need of repair. For example, some case drawers were not on their tracks, others had no tracks, and still others had broken locks.
- Currently, there is no tracking system observed for case files. As such, files were located in courtrooms, on desks, in various offices, or held for review by a judge(s).
- Currently, processing payments (for example, bonds, traffic tickets and court diversion traffic tickets) requires that the entire file be retrieved and reviewed. This process can be, and often is, tedious and time-consuming.

- Case file information normally is not backed up. Officially, there is only one copy of the case file. The electronic docket, which is a representation of what should be contained in the case file, is backed up daily by Management and Information Services (MIS).
- Currently, microfilming is performed on the front end for Suburban Districts. Additionally, microfilm has been held in the districts since 1989.
- Inactive files warehoused in Suburban Districts sometimes number over 200,000 at a time. Additionally, some case files may be stored in Suburban Districts for over 20 years. Inactive case files are maintained in Suburban districts because the Record Center does not have sufficient space to store them and, periodically, clients come and make requests to view inactive files.

CRIMINAL BUREAU

CRIMINAL DIVISION & DEPARTMENT

- (Branch Courts) Criminal Bureau staff indicates that they process some documents which are very hard to read. Additionally, they site missing case files are a major problem.
- (Branch Courts) the Criminal Bureau receives approximately 60 or more faxes per day, however, they don't necessarily become part of the case file.
- Work interruptions often occur at the Criminal Bureau. For example, if a prisoner's data sheet is received from a district or branch court without a file, a call is placed to the vault for the information in the file, or a county clerk will fax the file to the appropriate location.
- One of the Criminal Bureau's most significant customer service complaints is not having the file available at the location if the file has already been disposed.
- (Criminal Bureau) case files requested from the Record Center can take two to three days to be delivered.
- In the Criminal Bureau, a minimum of 1200 case files are requested daily, and approximately 60 case files are pulled for public viewing.
- (Criminal Bureau) the most obvious problem areas include the following: (a) locating case files that are on employees desks, (b) papers that need to be filed show up after case files are sent back to the Record Center, and (c) loose papers are sent to the Record Center with the hope that they will be filed appropriately.
- Criminal Bureau case files can be out for long periods of time. For example, files in a courtroom can be stored there until court proceedings conclude.
- When Criminal Bureau case files are pulled for processing by County staff, there is no procedure in place to track them and make sure they are returned in a timely manner or with all the documentation intact.
- Criminal Bureau, as in other divisions, case files are sometimes misplaced, thereby requiring extensive man-hours to either, search for the file, or search other areas in which the case file may or may not be located.
- Currently, the Criminal Bureau has no procedures in place whereby supervisors can assign, distribute, and prioritize daily work loads.
- There are approximately 70,000 case files maintained in the Criminal Bureau with about 2100-2400 cases being disposed of per month. Case files are stored for about two- and one-half years on-site and approximately 60 years, in accordance with Illinois' statute, at the Record Center.

COURT ADMINISTRATION

CIVIL APPEALS DIVISION

- The *Civil Appeals Division* recreates case files used in judicial appeals for the following divisions: Law, County, Civil Districts 1-6, Child Support, Domestic Relations, Chancery, Probate, and Juvenile. Their customers include participants in the appellate review process; justices, appellants, appellees, attorneys, support staff of all courts and law offices, and pro se litigants.
- The Civil Appeals team of 10 staff and two managers will assemble the complete case file from the appropriate division. At approximately 100 linear ft., file storage for these divisions are minimal. The complete case file is then copied, and each page is numbered, punched and bound. The requestor is then notified that the file has been assembled and is made aware of the resultant fees. Original documents are then sent to the judge.
- Civil Appeals prep fees are based on the total number of pages in the case file. Fees are assessed after the file has been completely prepared. The fee can range anywhere from \$110.00 to several thousands of dollars, and preparation may take several days or weeks. Oftentimes large files (it's estimated that about 20% of all requests) are not picked up after a customer has placed an order for a file resulting in lost revenues and "wasted" resource utilization.
- To compensate, imaging and document management technology can be leveraged. It is estimated that 10 to 15 requests are received each day in the Civil Appeals division, and the average time to prepare a case file is four days. Creating these case files from image technology would save the Civil Appeals division anywhere from two to three days wait time from the Records Center or other divisions/bureaus.

RECORDS MANAGEMENT BUREAU

- The Records Management Bureau is comprised of, the Records Center facility, Archives, and Micrographics departments.
- Many of the procedures and processes used in the Records Management Bureau are regulated by rules and regulations provided by the Administrative Office of the Illinois Courts (AOIC).
- It was acknowledged that an Imaging and Document Management system was needed and could be greatly utilized, however, the sheer size and magnitude of the records managed by the Records Management Bureau would be quite challenging. Planning the implementation would be very critical. It was felt that education and training of all users would be even more critical to the overall success and usage of an Imaging and Document Management system.
- The major "line of business application" used in the Records Management Bureau is InSight. It is the Clerk of the Circuit Court's RMA (Records Management Application) of choice and some discussion took place concerning provisions that would have to be made for any selected Imaging and Document Management System to integrate with it. The difference between the two was discussed as well as how the two systems could be interdependent. For example, in the Imaging and Document Management system, the user can create, receive, save, edit, copy and delete documents. The user can also declare a document to be a record and then export the record and its "metadata" to the RMA (i.e. InSight). However, the RMA (i.e. InSight) does not create records; the system only receives and manages records.

Managing a document as a record within an RMA means ensuring that the record cannot be altered or deleted in any way.

- Major factors of gauging the success of the Imaging and Document Management system were articulated in order of importance. They were (1) increased compliance (adhering to retention schedules is major), (2) increased efficiency, and (3) increased productivity.
- It was stated that an Imaging and Document Management system could have a dramatic impact on providing immediate and multiple access to “common documents” such as summons, warrants, motions, pleadings, and final judgments that are recorded (i.e. dispositions, decrees, etc.)
- A strong recommendation was made in regards to consideration for emails are considered as part of the case file, since email may be considered a record given the intent of communication content. It was acknowledged that emails were not going to affect a case; however, they do affect the administration.
- The volumes of documents and records handled by the Records Management Bureau were discussed in detail. It was pointed out that over 60 million pages are handled a year; there are approximately 2,500 pages in a storage box and over 24,000 storage boxes are added per year; there are over 750,000 boxes in storage at this time; over 1 million case file jackets are ordered per year.
- It was stated that the Records Management Bureau is understaffed. If an Imaging and Document Management project is approved, recommendations for staff support should be included. Again, it was felt that staffing and training are very critical to the success of the project.
- Backfile conversion was discussed. It was recommended that initially, backfile conversion initially address what is on-site in the Daley Center and the associated districts. Imaging the files contained in the Records Center should be addressed at a later point in time.

ARCHIVES

- Archives collects, preserves, and makes available non-current records filed with the Cook County Clerk of the Circuit Court that have permanent, historical, and legal value. Virtually all case files are stored offsite. However, Archives has a very extensive collection of microfilm. Namely, indexes and historic samples of case files. They also maintain a very large collection of bound volumes that serve as Dockets. The Docket books reference microfilmed orders.
- Archives have special issues with documents that are handled in the bureau. As an example, some records date back as far as the Chicago Fire of 1871. And as one might imagine, many documents maintained in Archives are aged and often dirty and brittle. It was stated that in many cases, the passing of time and the environmental factors in the department have caused problems.
- In the Archives Department, there is a “consistent” backlog of work. Further that this is due to the nature of their job having to prepare documents for archival in addition to what they feel are staff shortages experienced in the bureau. Archives have a total of seven people working within the bureau. Five (5) work within the Daley Center (Archive Reading Room) and another two (2) at the Records Center.
- Archives believe that they have better than a 98% retrieval rate on most requests. However, there are times when some files cannot be easily located.

- It was stated that special considerations for an Imaging and Document Management System in Archives would have to be taken into consideration. The older the court file, the more likely it will probably be in a state of disrepair. In order to get a clear image of these “millions and millions” of older files, file contents would have to be properly prepared and preserved (i.e. flattened, cleaned, etc.) before they could be imaged.

- Archives confirm that there are occasions when more than one customer will request the same file at the same time.

MICROGRAPHICS

- The Micrographics department currently microfilms active case files on the “front end of the process” of creating a case file. Division/district employees prepare documents and make them “camera ready” prior to them being received by Micrographics. It is indicated that the entire case file is microfilmed.
- The Micrographics department currently has a full time staff of twenty-seven (27) with nineteen (19) dedicated fulltime to microfilming. In terms of workload, it is estimated that between 57,000 to 76,000 documents are microfilmed daily. The average page size is 8 ½ by 11 with the largest page size to be microfilmed stated at 8 ½ by 14. About 90% of documents received by Micrographics are estimated to be in good condition, while 10% of documents fall into categories listed as faded text, “bleed through” documents, documents that are stained, faded, or damaged.
- The most complicated and/or challenging parts of the microfilming process is directly related to the volume and age of the equipment used in completing the task.
- The most obvious work challenges that this department faces are (1) the age of the equipment used in the microfilming process, (2) staffing, and (3) divisions filing documents prior to getting clearance from the designated inspectors in Micrographics.
- It was noted that thirty-one (31) cabinets are maintained in the Daley Center and approximately thirty-five (35) cabinets are maintained in District 2 for microfilm storage. Microfilm case files are maintained indefinitely as there is no identified destruction plan.