



# OFFICE OF WILL COUNTY EXECUTIVE LAWRENCE M. WALSH

Will County Office Building – 302 N Chicago Street – Joliet, Illinois 60432

**Rita Weiss**  
Purchasing Director

(815) 740-4605  
Fax (815) 740-4604

[rweiss@willcountyllinois.com](mailto:rweiss@willcountyllinois.com)

October 27, 2016,

To Whom It May Concern:

You are invited to submit your proposal to establish a contract to provide an **Enterprise Resource Planning (ERP) System and appurtenant services** for the County of Will, 302 N. Chicago St., Joliet, IL, 60432, as outlined herein.

Proposals will be opened in accordance with Illinois Statute. All information represented as confidential will be held as such to the extent allowed by the Illinois Open Meetings Act and the Freedom Of Information Act.

### **Summary of Submission requirements**

Each bid submitted must:

- 1) Be submitted with (1) one original and twelve (12) complete and identical copies (PLAINLY MARKED) and one CD, DVD or digital media fulfilling all the required items from this document.
- 2) Include a 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer or it will not be considered. Money Orders, Company checks or Letters of Credit will not be accepted.
- 3) Be preceded by a **Mandatory Pre-Proposal Conference** to be held on November 14, 2016, at 10:00 a.m. at 302 N Chicago St, Joliet, IL, 60432. You must register your attendance at the pre-proposal conference, by email to [rweiss@willcountyllinois.com](mailto:rweiss@willcountyllinois.com) to put your Company's and attendee(s) name(s) on the list by November 10, 2016.
- 4) Each bid must be in a sealed package and must be received and in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL. 60432, not later **than 11:00 a.m., "as so indicated by the time stamp clock of Will County," January 31, 2017.** Proposals will be publicly opened and read by the Will County Executive or his representative at **11:10 a.m., January 31, 2017** at the same location.
- 5) Be accompanied by a statement, signed by a principal, that acknowledges the Company's understanding that it acknowledges the right of the County of Will to reject any or all proposals, and to waive non-material informality or irregularity in any proposal received in whole or part as may be specified in the solicitation, and that receipt of qualified, complete bids does not create any obligation on the part of the County of Will to purchase any such system and/or services.

The County, at its discretion, may require qualified bidders to present themselves for a four hour question and answer session after the preliminary review of the bids to assure that all questions and responses are mutually understood and agreed upon.

Should you have any questions regarding this proposal, please contact Rita Weiss at [rweiss@willcountyllinois.com](mailto:rweiss@willcountyllinois.com).

Sincerely,

*Rita Weiss*

Rita Weiss  
Purchasing Director, County of Will

**ADVERTISEMENT OF PROPOSAL  
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM AND APPURTENANT SERVICES FOR  
COUNTY OF WILL, JOLIET, IL**

SEALED PROPOSALS TO ESTABLISH A CONTRACT TO PROVIDE AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM AND APPURTENANT SERVICES FOR THE COUNTY OF WILL, ILLINOIS, 302 N. CHICAGO ST., JOLIET, IL, WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 11:00 A.M., TUESDAY, JANUARY 31, 2017. A MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD ON NOVEMBER 14, 2016 AT 10:00 A.M. AT 302 N. CHICAGO ST, JOLIET, IL, 60432. EMAIL TO [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com), TO REGISTER COMPANY AND ATTENDEE(S) NAME(S) FOR THE PRE-PROPOSAL CONFERENCE BY NOVEMBER 10, 2016. PROPOSALS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT 11:10 A.M. JANUARY 31, 2017, AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL., 60432, 2ND FLOOR.

SPECIFICATIONS AND CONDITIONS OF THE PROPOSAL ARE AVAILABLE AT <http://www.willcountyillinois.com> OR FROM THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4605 OR [purchasing@willcountyillinois.com](mailto:purchasing@willcountyillinois.com).

THE TENDERING OF A PROPOSAL TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE VENDOR ACKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY PROPOSAL RECEIVED IN WHOLE OR IN PART, AS SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH.

**INSTRUCTIONS TO VENDORS  
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM AND APPURTENANT SERVICES FOR  
COUNTY OF WILL, JOLIET, IL**

**GENERAL SPECIFICATIONS**

You are invited to submit your proposal to establish a contract to provide an **Enterprise Resource Planning (ERP) System and appurtenant services** for the County of Will, 302 N. Chicago St., Joliet, IL.

**MANDATORY PRE-PROPOSAL CONFERENCE:**

Vendors **MUST** examine the premises and satisfy themselves fully as to all existing conditions under which he will be obliged to operate in performing his work, or that will in any manner affect the work under his contract. The Mandatory Pre-Proposal Conference will be on **November 14, 2016, at 10:00 a.m.** You must register to attend the Mandatory Pre-Proposal Conference, **email to [rweiss@willcountyllinois.com](mailto:rweiss@willcountyllinois.com)** by **November 10, 2016**, to register your Company and attendee(s) name(s).

**PROPOSALS:**

You shall include in your proposal any and all sums required to execute this work under the existing conditions. No allowance will be made subsequently in this condition on behalf of any Contractor for any error or negligence on his part.

Proposals will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than 11:00 a.m., “as so indicated by the time stamp clock of Will County”, January 31, 2017.**

**PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Proposals will be publicly opened and read aloud by the Will County Executive or his representative at **11:10 am, January 31, 2017**, at the Will County Office Building, 302 N. Chicago St., Joliet, IL. 60432, 2nd Floor. **PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Proposals must be made in accordance with the instructions contained herein. Proposal Forms shall be completely filled out and shall not be detached from this binding. The complete set of Contract Documents shall be submitted with this proposal. All Proposal Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed. Proposals shall be submitted on the forms furnished by the County of Will in a **sealed package**, plainly marked, with the Vendor's name and Address and the notation:

**SEALED PROPOSAL:            2017-51 ERP SYSTEM AND APPURTENANT SERVICES**

**DUE DATE:                    JANUARY 31, 2017**

Proposals shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

**SIGNATURE OF PROPOSALS:** The signature on bid documents shall be that of an authorized representative of bidder. An officer or agent of the offering bidder who is empowered to bind the bidder in a Contract shall sign the proposal and any clarifications to that proposal. County of Will bears no responsibility for investigating or determining authority of signatory.

Each bidder, by making and signing his bid, represents that he has read and understands the bidding documents. **Any bid not containing said signed documents shall be non-conforming and shall be rejected.**

## **PROPOSAL PROCEDURES:**

1. All proposals must be prepared on the forms provided by the County of Will and submit **ONE ORIGINAL AND TWELVE (12) COMPLETE COPIES (PLAINLY MARKED) AND ONE DIGITAL COPY (CD or Flash drive)** in accordance with the Instructions to Vendors.
2. A proposal is invalid if it has not been deposited at the designated location prior to the time and date for receipt of proposals indicated in the Advertisement for Proposals or prior to any extension thereof issued to the vendors.
3. Unless otherwise provided in any supplement to the Instructions to Vendors, no vendor shall modify, withdraw or cancel his proposal or any part thereof for one hundred and twenty (120) days after the time designated for the receipt of proposals in the Advertisement for Proposals.
4. Changes or corrections may be made in the proposal documents after they have been issued and before proposals are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all vendors recorded by the County of Will as having received the proposal documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the proposal documents. Except in unusual cases, addendum will be issued to reach the vendors at least five (5) days prior to date established for receipt of proposals.
5. Each vendor shall carefully examine all proposal documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a vendor find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to proposal due date, notify the County of Will, who will, if necessary, send written addendum to all vendors. The County of Will is not responsible for any oral instructions. All inquiries shall be directed to Rita Weiss at [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com). After proposals are received, no allowance will be made for oversight by the Vendor.

## **REJECTION OF PROPOSALS:**

The vendor acknowledges the right of the County of Will to reject any proposals not in compliance with the request for proposals and the right to reject all proposals and the right to waive any non-material irregularities in any proposal received.

## **CONTRACT DURATION:**

This contract shall be in effect for a three (3) year period from the date of acceptance.

## **PRIME CONTRACTOR CERTIFICATION:**

Included in this proposal package is a prime contractor certification form. This form **must** be filled out and returned with your proposal package.

## **REFERENCES:**

Included in this proposal package are reference forms. Please fill out and complete these forms citing clients as outlined in Section 19. Clients listed should be as similar to County of Will in purpose and scope as is practicable.

## **WORDS AND FIGURES:**

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

## **PROPOSAL SECURITY:**

**A 10% Bid Bond or Cashier's Check** of the Total System Cost from the Price Sheet made payable to the **WILL COUNTY TREASURER**, must accompany each proposal, attached to the front cover, as a guarantee that if the proposal is accepted, a contract will be entered into. **Money Orders, Company checks or Letters of Credit will not be accepted.** The Bid Bond or Cashier's Check will be returned to the unsuccessful vendors after the Proposal has been awarded and will be returned to the successful vendor upon receipt of the Performance Bond, if applicable.

## **PERFORMANCE BOND:**

A Performance Bond for the total amount of the contract will be required from the successful vendor and shall be valid throughout the life of the contract. The Performance Bond will be returned at the completion of the contract.

## **NON-DISCRIMINATION:**

The Contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

## **DEFAULT:**

In case of default by the successful Vendor, the County of Will may procure the articles or services from other sources and may deduct from the unpaid balance due the successful vendor any of its costs resulting from the default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

## **AWARDING OF PROPOSAL:**

The vendor acknowledges the right of the County of Will to reject any proposals not in compliance with the request for proposals and the right to reject all proposals and the right to waive any non-material informalities or irregularities for any proposal received and to award to the vendor that is most advantageous to the County based on evaluation criteria. Proposals are expected to be awarded at the April 20, 2017 meeting of the Will County Board. A contract will be made between the County of Will and the successful Firm after the County Board's approval.

## **SUBMITTAL REQUIREMENTS:**

Each of the following items shall be submitted by the bid time mentioned herein in order that the bid will be considered:

1. 10% Bid Bond or Cashier's Check
2. **Signed** Copy of Prime Contractor Certification
3. **Signed** and completed Bid Form
4. **Signed** and completed Receipt of Addenda Form
5. References

**Will County, Illinois**  
**REQUEST FOR PROPOSALS**  
**Enterprise Resource (ERP) System and Appurtenant Service for County of Will**

This Request for Proposal (RFP) is for the purpose of establishing a contract to provide Enterprise Resource Planning (ERP) and Appurtenant Services for the County of Will, 302 N. Chicago St., Joliet, IL, as outlined herein.

- GENERAL REQUIREMENTS:** Vendors are to submit proposals, to be **publicly opened and evaluated in private**. Submit **one (1) original plus twelve (12) complete copies (plainly marked)** of the proposals as well as **one (1) copy on CD, DVD or other digital media**.
- SUBMISSION DATE:** **January 31, 2017, by 11:00 a.m., to be determined by the time stamp at the Will County Purchasing Department.**  
Proposals received after the time specified will not be opened.
- SUBMISSION LOCATION:** Will County Purchasing Dept, 302 N. Chicago St., Joliet, IL 60432
- PRE-PROPOSAL MEETING:** **November 14, 2016, at 10:00 a.m., Will County Office Building, 302 N. Chicago St., Joliet, Illinois.** This is a **mandatory** meeting if you are submitting a proposal. You must **register** for this mandatory meeting via email to [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com) with your company and attendee(s) names by November 10, 2016.
- CONTACT:** Submit questions via email to: [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com).
- TIMELINE:** **The anticipated, but not mandated, timeline for this project:**
- **October 27, 2016** – RFP Issued
  - **November 14, 2016** – Mandatory Pre-Proposal Conference
  - **January 31, 2017** – Proposal Opening
  - **February 27, 2017** – Three (3) Finalists selected
  - **March 6, 7, 8, and 10, 2017** – Finalists present full day demonstrations
  - **April 20, 2017** – Contract awarded to selected Finalist by County Board
- CONTENTS:** The following sections shall be considered integral parts of this solicitation and tabbed as follows:
1. Cover Sheet (1 Page)
  2. Terms and Conditions (9 Pages)
  3. Specifications (3 Pages)
  4. References (3 Pages)
  5. Contractor Qualifications (1 Page)
  6. Price Sheet (1 Pages)
  7. Interrogatories (multiple Pages)
  8. Will County Agreement (7 Pages)
  9. Software Escrow Agreement (1 Page)
  10. Prime Contractor Certification (1 Page)
  11. Receipt of Addenda (1 page)

## GENERAL TERMS AND CONDITIONS

1. **Negotiations:**

Will County reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP.
2. **Confidentiality:**

The Directors of Purchasing and ICT Department in consultation with the States Attorney shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. Such a request must be written and explicit and will not be assumed. To assure clarity all information the vendor claims must be confidential shall be listed as such in the table of contents of the proposal. After award of the contract, all responses, documents, and materials submitted by vendor pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Directors of Purchasing and ICT Department in conjunction with the States Attorney. All data, documentation and innovations developed as a result of these contractual services shall become the property of the County. Based upon the public nature of these RFP's, a vendor must inform the County, in writing, of the exact materials in the offer, which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.
3. **Reserved Rights:**

Will County reserves the right at any time and for any reason to cancel this Request for Proposal or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the vendor, the County has one hundred and twenty (120) days to accept. The County may seek clarification from a vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.
4. **Incurred Costs:**

Will County will not be liable for any costs incurred by respondents in replying to this RFP costs incurred for the selection process.
5. **Award:**

Award shall be made to the vendor whose proposal is determined to be the most advantageous to the County. Award will be based on the evaluation criteria set forth therein.
6. **Additional Information:**

Should the bidder require additional information about this proposal, please email to: [rweiss@willcountyillinois.com](mailto:rweiss@willcountyillinois.com) no less than seven (7) days prior to the Proposal Submission date. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Vendors. No interpretation of the meaning of the requirements, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a proposal.

1. **Discussion of Proposals:**  
Will County may conduct discussions with any vendor who submits a proposal. During the course of such discussions, the County shall not disclose any information derived from one proposal to any other vendor.
  
8. **Contract Period:**  
The contract will commence upon execution of the contract. The Contractor shall complete data conversion, installation, testing, training and all implementation services on the system within an agreed upon timeframe from the execution of the contract, unless extended by mutual agreement. The Contractor shall submit a complete and detailed implementation schedule showing the actual completion date to be submitted to the County for approval. This contract shall be in effect for a three (3) year period from the date of acceptance. At the end of the contract term, Will County reserves the right to extend this contract for a period of one hundred eighty (180) days for the purpose of getting a new contract in place, or the contract may be continued as negotiated as part of the original contract. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years.
  
9. **Responsibility & Default:**  
The Vendor shall be required to assume responsibility for all items listed in this Request for Proposals. The successful vendor shall be considered the sole point of contact for purposes of this contract.
  
10. **Purchase Order, Invoices and Payments:**  
A Purchase Order will be issued for the services included herein. The Contractor shall submit invoice(s) detailing the services provided in accordance with the payment provisions of this contract. Payment shall be made in accordance with the Local Government Prompt Payment Act.
  
11. **Interpretation or Correction of Request for Proposals:**  
Vendors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency or error that they may discover upon examination of the Request for Proposals. Interpretation, correction and changes to the Request for Proposals will be made by written addendum. Interpretation, corrections, or changes made in any other manner will not be binding.
  
12. **Addenda:**  
Addenda are written instruments issued by the Purchasing Department prior to the date of receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications, or corrections. Each vendor shall ascertain prior to submitting a proposal that all addenda issued have been received, and by submission of a proposal, such act shall be taken to mean that such vendor has received and understands fully the contents of the addenda.
  
13. **Taxes:**  
The County is exempt from paying certain Illinois State Taxes.
  
14. **Termination:**  
The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to the termination date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.



15. **Independent Contractor:**

The Contractor is an independent Contractor, not an employee or agent of Will County and the County has no right to control or direct Contractor's manner, detail, or means by which Contractor accomplishes tasks under this Contract.

16. **Non-Discrimination:**

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Vendor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

17. **Hold Harmless Clause:**

The Contractor agrees to indemnify, save harmless and defend Will County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Will County, its agents, servants, or employees or any other person indemnified hereunder.

18. **Insurance: Please submit with your proposal**

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- 1) **Worker's Compensation Insurance** covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.
- 2) **Comprehensive General (Public) Liability** in a broad form, to include coverage for the following where exposure exists: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:
  - (a) Personal Injury: \$ 2,000,000 each occurrence
  - (b) Property Damage: \$ 1,000,000 each occurrence

Contractor agrees that with respect to the above required insurance, Will County shall: Be named as additional insured **by endorsement** as their interest may appear; Be provided with thirty (30) days notice, in writing, of cancellation or material change; Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: ICT Department, 302 N. Chicago St., Joliet, IL 60432.

- 3) **Automobile Liability Insurance:** \$1,000,000 Combined single limit each accident for bodily injury and property damage. Include coverage on all owned, leased, hired, and non-owned automobiles.
  - (1) The policy shall include County of Will and its Board of Commissioners, Elected Officials, Appointed Officials, Officers, Representatives, Agents, Employees and assigns additional insureds under ISO form #CG2026 or its equivalent.

- (2) The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by County of Will and its Board of Commissioners, Elected Officials, Appointed Officials, Officers, Representatives, Agents, Employees and assigns.
  - (3) The policy shall include a waiver of subrogation endorsement in favor of County of Will and its Board of Commissioners, Elected Officials, Appointed Officials, Officers, Representatives, Agents, Employees and assigns.
- 4) **Cyber and Privacy & Securities Liability:** Coverage for, but not limited to, Privacy and Security coverage which shall include loss arising from Service Interruption, Confidentiality Breaches and Privacy Invasion, Software Failure, Information Asset Coverage and Business Income/Extra Expense coverage with minimum policy limits of \$5,000,000 in the aggregate.
- (a) Any retroactive date or prior acts exclusion must predate both the date of this agreement and any earlier commencement of any services.
  - (b) Coverage must be maintained for a minimum of (2) years after final completion of the services or work provided by the Vendor.

The insurance requirement applies when a third party will be using, storing or accessing the County's secured network and/or private, confidential or protected information, including personally identifiable information and HIPAA-PHI protected health information. (A Business Associate Agreement – BAA, may also be required)

19. **Submittal and Evaluation Factors:**

The following information shall be submitted along with the proposal and will be considered when evaluating proposals:

- A. Complete and clear response and compliance with the Request for Proposals
- B. Experience. Outline vendors experience and longevity, as well as the breadth and focus of their venture.
- C. Financial Stability. The vendor must present their most recent audited financial statements in a separate sealed envelope. Vendor must demonstrate long term and planned future financial stability. Any vendor failing to demonstrate financial stability to the satisfaction of the selection committee will not be considered further.
- D. References. Two sets of references:
  - 1) **First Set:** Five references of performance for customers of similar size and type. Strong preference for other County agencies in Illinois. Must have been clients for at least two years.
  - 2) **Second Set:** References for your five newest clients.
- E. Interrogatories. Complete response to the Interrogatories. Regarding the Interrogatories:
  - 1. REFERENCE – These are reference numbers to enable accurate communication.
  - 2. PRIORITY – The Requirements are ranked in priority.
    - a. 1 - Mandatory
    - b. 2 – Preferred
    - c. 3 – Positively Viewed

3. RESPONSE – There are three acceptable responses.
  - a. Y – Yes, our product and services can fulfill the Requirement
  - b. N – No, our product and services cannot fulfill this Requirement
  - c. MR – Modification Required – Our product and services can fulfill this with appropriate modification – additional costs should be indicated as needed and with estimated cost.
4. COMMENTS – Potential vendors can communicate anything relevant here.

- F. Staffing. Vendor will provide the number and function of staff involved in the project and the project manager and key staff resumes. **A dedicated and experienced Project Manager for this project is required as part of this proposal.** The Project Manager who will be assigned should be accurately indicated and their experience and references for the Project Manager included. The Project Manager indicated in the selection process will be the Project Manager for the duration of the project unless upon mutual agreement of the County and the Vendor or unless altered by events out of the control of the Vendor. It is expected that the Project Manager will be on-site for all key points of the implementation.
- G. Services. Detail of the services included to meet the needs specified herein.
- H. Price. Proposal price, which will include
  - 1) Purchase price (all costs – all software, vendor staffing (including Project Manager, training, data conversion, hardware if necessary, etc.)
  - 2) Maintenance costs for Years 2 and 3 (Year 2 beginning one year after complete and successful implementation)
  - 3) Cost Estimate of maintenance costs for years 4 and 5
- I. Project Methodology, Implementation Plan and Project Schedule (including conflict resolution methods)

As part of its evaluation process the County may seek additional information from vendors found to have resources and methodologies best suited to this project.

The evaluation criteria will be assessed along the following percentages:

<b>Procurement Specific Evaluation Criteria</b>	<b>Weight</b>	<b>Additional Information</b>
Technical Fit	15%	Project Manager, IT and Specifications
Functional Fit	30%	Interrogatories
Project Approach	15%	Data Conversion, Implementation Plan, Timeline Compliance, Training, etc.
Support and Maintenance	15%	Ongoing training, response times
Customer References	10%	
Cost	15%	
<b>TOTAL</b>	<b>100%</b>	

The Interrogatories and accompanying materials, and any follow up responses requested by the County, will be split between these criteria by the County and evaluated by the appropriate departments and elected officials and assigned a score based on the review of those interrogatories

and accompanying materials pursuant to the RFP responses. The anticipated review period is 60 days or less, but may be extended without notice at the discretion of the County.

It is the intent of Will County to award a bid, if a qualified bid is made, in April of 2017 for implementation by April, 2019.

20. **Assignment:**  
Neither the Contractor nor Will County shall assign any duties of performance under this Agreement without the express prior written consent of the other.
21. **Jurisdiction, Venue, Choice of Law:**  
This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 12<sup>th</sup> Judicial Circuit Court, State of Illinois.
22. **Change In Status:**  
The Contractor shall notify Will County immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Will County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.
23. **Dispute Resolution:**  
All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 7 of the Will County Purchasing Ordinance.
24. **Non-Enforcement by the County:**  
The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the County, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.
25. **Purchase Extension:**  
This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Contractor. Will County shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.
26. **Precedence:**  
Where there appears to be variances or conflicts, the following order of precedence shall prevail: Specifications; Will County General Terms & Conditions, Will County Request for Proposal Terms & Conditions, and the Contractor's Proposal Response.
27. **Personal Examination:**  
Vendors are required to satisfy themselves as to work involved and of the difficulties likely to be encountered in the performance of work under this contract. No plea of ignorance of conditions that exist now or hereafter, or of any conditions of difficulties that may be encountered in the execution of the work under this contract will be accepted as an excuse for failure to or omission

on the part of the contractor to fulfill in every respect all the requirements, specifications, etc., nor will same be accepted as a basis for any claim for extra compensation

28. **Unbalanced Bidding:**

Vendors shall not submit a proposal, which contains irregularities of any kind, including unbalanced proposals. By an unbalanced proposal, it is meant that one or more separate items are substantially out of line with the current market price for the materials and/or work covered hereby. The County reserves the right not to a) award any items whose unit prices appear excessive or unbalanced and/or b) negotiate pricing of any item that appears to be unbalanced.

29. **Contractor Qualifications:**

Vendors shall be familiar with all federal, state, and local requirements for facilities of this type and use. Contractors shall have a minimum of **five (5) years experience providing Enterprise Resource Planning (ERP) Systems, and two (2) years experience in public sector organizations of similar size. Vendors shall attach** references from five similar contracts and **a list of all contracts** with County offices, preferably close to Illinois, within the last 5 years. **Complete and submit** the Contractor Qualification form with your proposal.

30. **Contract Report:**

Contractor shall furnish reports as requested by Will County.

31. **Agreements:**

Any vendor responding to this RFP accepts the terms and conditions of the RFP, the attached Will County Agreement and Software Escrow Agreement to be executed upon contract award.

32. **Information Security**

In the process of performing services to Will County the Contractor may come in contact with information deemed important and proprietary to Will County. The Contractor agrees that any services performed for Will County, whether on Will County premises or not, will meet or exceed Will County's information security policy and privacy standards. Will County reserves the right to audit Contractor's performance in meeting these standards. The County, at its discretion, may require criminal background checks of all Contractors with access to County computer systems.

33. **Third Party Network Access**

Contractors who require access to Will County's network will be required to sign the Third Party Network Access Request form before a logon to Will County's enterprise network is provided.

34. **Project Manager**

The Contractor shall assign a Project Manager who has long term, successful experience on similar projects, of a similar size. The Project Manager, and his or her qualifications, shall be identified in the submittal of the RFP documents. The Project Manager shall be present for presentation of the proposal and must remain assigned to Will County throughout the contract period. The Contractor shall guarantee that the Project Manager included in the proposal shall be assigned to Will County through out the project term, unless they are no longer employed by the Contractor. Replacement of the project manager, if necessary, must have equal qualifications to those of the project manager originally identified.

35. **Support Assistance:**

1. During the Warranty Period and any subsequent period under Maintenance Agreement, Contractor shall, within two (2) hours of receipt of an inquiry from a telephone call due to the System not performing its basic business operations or functions, and within eight (8) hours for all other calls or inquiries, respond to the inquiry with the following:

- (a) A response to questions relating to the System;
- (b) In general and as specifically addressed below, resolve problems related to the System;
- (c) Access to specialists for Failure definition assistance and, if required, the development, on a best efforts basis, of a temporary solution, or an emergency bypass of the Failure;
- (d) Recommended corrections and repairs of minor errors, problems or Failures with the System, to the extent feasible over telephone communications;
- (e) Clarification of documentation;
- (f) Contractor's search of its known problem file and the provision to the County of the applicable information found in that file; and
- (g) New versions of software must be provided at no cost as long as Will County has a maintenance and support contract.

- 2. The Contractor must provide support at a minimum between 7:00 a.m. and 5:00 p.m., Monday through Friday, Central Time.
- 3. The Contractor shall enter into a Software Maintenance Agreement.

36. **User Support and Training:**

- 1. Contractor will provide two forms of training to County staff members at County specified sites which may be recorded by the County and reproduced at its own discretion for internal use.
  - a. Training sessions for staff members for their transition to the new system with function specific training.
  - b. Training for County staff to become trainers for future hires, staff moves, etc. Vendor must provide reproducible materials for County trainers to use.
- 2. Provide information on training necessary for the staff members to properly utilize the proposed software and hardware. This should include on-site training, the length of training anticipated, and any other information pertaining to the training.
- 3. Provide complete system documentation with examples of available reports, system administrator manual(s) including information on installation, maintenance and use of security features, user manual(s) including information on error messages, system enhancement, new release documentation, data entry, modification, navigation, and use of "help" menus. Vendor will also supply any and all Administrative related passwords that would be required by the application.
- 4. The County is permitted to make unlimited copies or other reproductions of any documentation or training materials for internal use.
- 5. Provide details for any on-line training available.

37. **No Viruses or Malware:**

The Contractor must warrant and represent that any Software provided by the Contractor to the County under this Contract shall contain no viruses or other malicious software mechanisms, techniques, or devices designed to disrupt, disable or prevent processing of data or other

performance in accordance with Specifications. The Contractor must also warrant and represent that any Software provided by the Contractor to the County under this Contract shall not contain any Software that allows unauthorized monitoring of the Will County network.

38. **Source Code:**

The Contractor, at no additional costs to the County, shall place the entire set of source code for the proposed software solution with an authorized escrow agent. Setting aside the software in an escrow account provides the County a method of obtaining the software in the event the Contractor ceases to market and support the proposed software. The Contractor shall provide all information to the County relevant to placing the software with an authorized escrow agent, ensuring the most recent version of the software is in escrow.

39. **Proposal Price:**

Vendors shall complete the Proposal Price Sheet and indicate their prices as follows:

- 1) Purchase price - The **total cost** for a turnkey system for the Enterprise Resource Planning (ERP) System and Appurtenant Services including all administration, software, administrative hardware, implementation, system implementation, data and image conversion, training, supplies, services including database maintenance and back-up, off-site administrative services, maintenance and support in accordance with the terms and conditions herein. No additional costs for services, travel, or incidentals will be allowed.
- 2) Maintenance costs - Years 2 and 3
- 3) Maintenance Cost Estimate - Years 4 and 5

**SPECIFICATIONS**  
**Finance/HR System and Services**  
**For ICT Department, 2016**

**I. Background:**

The County of Will, Illinois is a regional government responsible for approximately 854 square miles of area and a population currently estimated at 680,000 citizens. We provide law enforcement, judicial, penal, health, road infrastructure, workforce, land use, permitting, environmental, prosecutorial, tax assessment, tax collection, election, records services, along with others, to our community. Incumbent on providing those services are all the normal administrative functions, including financial and human resource functions, associated with this venture. The incumbent system was purchased from New World Systems in 1996 and runs on an IBM AS400. The County has roughly 2,400 employees.

The vendor should be aware that the Human Resources side of the implementation may hold special challenges. For example, Payroll has 48 Departments, 180 sub-Departments, 37 hourly categories, 48 benefit groups, 300 deduction codes, and 469 job classifications.

**II. Scope of Services:**

It is the intent of Will County to enter into a contract with a single qualified contractor to provide turn-key Finance/HR system and services. The proposal should be inclusive, and should provide costs or appropriate information in written form on:

- Hardware (if necessary)
- Software
- Licensing
- Training
- Implementation
- Project Management
- Data conversion (from IBM DB2 tables)
- Support

Which will support the following functions (as further detailed in the interrogatories):

- 1) General Ledger
- 2) Budgeting
- 3) Accounts Payable
- 4) Purchasing
- 5) Major and minor Asset Inventory
- 6) Billing and Accounts Receivable
- 7) Fixed Assets (minor and major)
- 8) Project Accounting
- 9) Grant Accounting
- 10) GASB
- 11) Payroll
- 12) eBenefits/Benefits Administration
- 13) eEmployee
- 14) Investments
- 15) Business Analytics
- 16) Treasury
- 17) Information Technology



### III. Hardware:

The proposal shall be for an on-premise system. Software as a Service (SaaS) and Cloud based applications will not be considered. The system proposed can operate on stand alone hardware appropriate to the vendor's system. If this is the proposal, cost estimates for the hardware must be included in the price, however, the County reserves the right to procure the hardware from a source of its choosing. Alternatively, the vendor can place the system in the County's extensive virtual environment which currently utilizes multiple VMware 5.5 ESXi hosts.

On the Client side the system must be compatible with Windows 7 or more recent versions. The preferred method of access is a web based system. Regardless, any selected system must be usable on thin clients.

### IV. Software:

The operating system of the software must be Windows, Linux, IBM, Oracle, or other commonly recognized operating system.

The proposal should include:

- All software and licenses for servers and clients with a set table of annual maintenance costs for three years and estimates for years 4 and 5 as outlined in the Price Sheet
- Updates to software and licenses must all be capable of being pushed out from server using SCCM or similar methods and should require no direct handling of clients after initial installation.
- Must provide security via complex passwords and other sound security measures.
- Allow variable secure access. System should have a detailed and granular permissioning system for tight, yet flexible, control of access.
- All data must be stored and accessible in a relational database housed and owned by the County.
- Must be deployable over the intranet/WAN and accessible via VPN or equivalent secure method.
- Developed in open source code.
- Any system not based on a Windows or IBM OS must include costs for ongoing staff needed by the County to maintain the system.

### V. Integrations

- 1) **Kronos/Telestaff** - The system should be able to assume the functionality of or integrate with the County's Kronos time-keeping systems and/or its Telestaff system. The County currently operates four (4) different installations of Kronos:
  - Health (Version 8.08, going Cloud in 2017)
  - Sheriff (Version 6.3)
  - Sunny Hill (Version 6.3)
  - Circuit Clerk (Version 6.1)

The Telestaff v2.92 installation is for the Sheriff's office, and includes detailed scheduling features. It is the County's **clear** preference that our ERP assume this functionality, however, the deep and rich functionality the County currently enjoys with these systems cannot be lost.

- 2) **Aon/Hewitt** – Will County currently utilizes Aon Hewitt for a comprehensive benefits administration solution including open enrollment, Qualified Life Event changes, new hire enrollments, and other benefit related services through a web based interface. The ERP should be able to exchange information through standard APIs with Aon Hewitt to facilitate full

functionality with the implemented system as well as update information in Aon Hewitt's systems through weekly batch files if the County so desires.

**V. Service:**

All services to achieve and maintain the system as specified must be included.

- Vendor should be prepared to install and configure the system.
- The County should be capable of all client side work after training, if required.
- Minimum service response times shall be provided
- Data conversion for past 7 years of Financial information
- Data conversion of all digital HR information (New World Systems and Aon Hewitt)

**VI. Training:**

Training should be extensive and detailed enough for users to gain aptitude and confidence in the use of the system.

- Be prepared to train up to 200 users in subgroups by function (Payroll, AP, Purchasing, GL, etc) in varying levels of skill
- Train the trainers so the County is self-sufficient in training for future hires, etc.
- All training must be supported by extensive, step by step documentation. This documentation should be available by functioning hardcopy and in digital format which can be posted on the County intranet or by interactive software or other acceptable methods.

**VII. Implementation**

- 1) All activities necessary to fulfill the Implementation Plan as provided.

**REFERENCES – First Set – Outlined in Section 19D of the General Terms and conditions**

Provide References where you have performed similar services. Governmental references are preferred over others.

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

**REFERENCES – Second Set – Outlined in Section 19D of the General Terms and conditions**

Provide References where you have performed similar services. Governmental references are preferred over others.

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
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Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Project Description \_\_\_\_\_

## PROJECT MANAGER REFERENCES

Provide at least three references for PROJECTS MANAGED BY THE PROJECT MANAGER of similar size and nature per Section 19F. Additional preference will be given to entities operating in Illinois. Governmental references are preferred over others.

**Agency Name:**

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Project Description:

Project Dates: from \_\_\_\_\_ to \_\_\_\_\_

**Agency Name:**

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Project Description:

Project Dates: from \_\_\_\_\_ to \_\_\_\_\_

**Agency Name:**

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Project Description:

Project Dates: from \_\_\_\_\_ to \_\_\_\_\_

**Agency Name:**

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Project Description:

Project Dates: from \_\_\_\_\_ to \_\_\_\_\_

**Agency Name:**

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Project Description:

Project Dates: from \_\_\_\_\_ to \_\_\_\_\_

# CONTRACTOR QUALIFICATIONS

(ATTACH ADDITIONAL PAGES AS NEEDED)

## Name and Address of Office from which this contract will be administered

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Project Manager \_\_\_\_\_

# Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Prior Business Names: \_\_\_\_\_

Annual Sales: \$ \_\_\_\_\_ Dunn & Bradstreet #: \_\_\_\_\_

List Employees Who Will be Dedicated to Will County: (Attach additional pages as necessary)

NAME	POSITION	# YRS	CERTIFICATION/ LICENSE	AREA OF RESPONSIBILITY
------	----------	----------	---------------------------	---------------------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- ATTACH LIST OF ALL COUNTY OF WILL CONTRACTS WITHIN THE LAST 5 YEARS
- ATTACH LAST COMPLETED FINANCIAL AUDIT STATEMENT

**PRICE SHEET**  
**Enterprise Resource Planning (ERP) System and Appurtenant Services**  
**Will County, Illinois**

**1. FINANCE/HR SYSTEM AND SERVICES**

Price to provide Enterprise Resource Planning (ERP) System and Appurtenant Services to support Will County and the ICT Department including software, data and image conversion, system implementation and training and software maintenance, in accordance with the terms, conditions and specifications herein.

**TOTAL SYSTEM COST** \$ \_\_\_\_\_

**YEARS II AND III COST FOR MAINTENANCE** **Year II- \$** \_\_\_\_\_  
**(YEAR I INCLUDED IN SYSTEM COST)**

**Year III-\$** \_\_\_\_\_

**YEARS IV AND V COST ESTIMATE FOR** **ESTIMATE Year IV- \$** \_\_\_\_\_  
**MAINTENANCE (YEAR I INCLUDED IN**  
**SYSTEM COST)** **ESTIMATE Year V - \$** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**City/St/Zip:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## **SAMPLE WILL COUNTY AGREEMENT**

This Agreement, is entered into by and between the ICT Department (Will County) and (Contractor).

### **RECITALS**

WHEREAS, Will County is seeking a Finance/HR System and Services System for the Office of the County of Will; and

WHEREAS, the Contractor has the ability to provide services as defined in the Agreement Documents; and

WHEREAS, Will County Purchasing Department issued Request for Proposal in connection with this procurement; and

WHEREAS, the ICT Department has determined that the Proposals submitted by the Contractor on \_\_\_\_\_, 2016 is the most advantageous proposal received, and best serves the interests of Will County, and:

WHEREAS, the Will County Board has passed a resolution at its regular meeting on \_\_\_\_\_, 2016 awarding such Proposal and recommending execution of this agreement;

**NOW THEREFORE, Will County and the Contractor AGREE AS FOLLOWS:**

### **SECTION 1. AGREEMENT DOCUMENTS**

The Agreement Documents that constitute the entire agreement between Will County and the Contractor are:

- A. This Agreement and all exhibits thereto including;
- B. Request for Proposals (RFP) dated \_\_\_\_\_, 2016;
- C. The Contractor Response to Request for Proposals dated \_\_\_\_\_.

In the event of conflict between the RFP as modified herein and the Response to Request for Proposals, the provisions of the RFP shall control.

### **SECTION 2. SCOPE OF WORK**

The Contractor agrees to provide services in accordance with the Agreement Documents.

### **SECTION 3. DURATION**

The contract will commence upon execution of the contract. The Contractor shall complete data conversion, installation, testing, and training on the system within one hundred fifty (150) days from the execution of the contract, unless extended by mutual agreement. The Contractor shall submit an implementation schedule showing the actual completion date to be submitted to the County for approval. This contract shall be in effect for a three (3) year period. The First Year shall include all costs for implementation and all other costs of the first year. Years Two (2) and Three (3), commencing from the date of implementation, shall include all ongoing annual costs including implementation. Years Four (4) and Five (5) shall show estimates for ongoing annual costs if the contract is continued forward from the initial three year contract. All of these costs shall be reflected in the PRICE SHEET.

### **SECTION 4. INDEMNIFICATION**

The Contractor agrees to indemnify, save harmless and defend Will County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Will County, its agents, servants, or employees or any other person indemnified hereunder.



## SECTION 5. INSURANCE

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance.

Insurance in the following types and amounts is necessary:

- **Comprehensive General (Public) Liability** in a broad form, to include coverage for the following where exposure exists:
  - Premises/Operations, Independent Contractors,
  - Products/Completed Operations, Personal Injury and Contractual Liability, limits of liability not less than:
    - Property Damage: \$1,000,000 each occurrence
    - Personal Injury: \$2,000,000.00 each occurrence
- **Automobile Liability Insurance:** \$1,000,000 Combined single limit each accident for bodily injury and property damage. Include coverage on all owned, leased, hired, and non-owned automobiles.
  - (1) The policy shall include County of Will and its Board of Commissioners, Elected Officials, Appointed Officials, Officers, Representatives, Agents, Employees and assigns additional insureds under ISO form #CG2026 or its equivalent.
  - (2) The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by County of Will and its Board of Commissioners, Elected Officials, Appointed Officials, Officers, Representatives, Agents, Employees and assigns.
  - (3) The policy shall include a waiver of subrogation endorsement in favor of County of Will and its Board of Commissioners, Elected Officials, Appointed Officials, Officers, Representatives, Agents, Employees and assigns.
- **Cyber and Privacy & Securities Liability:** Coverage for, but not limited to, Privacy and Security coverage which shall include loss arising from Service Interruption, Confidentiality Breaches and Privacy Invasion, Software Failure, Information Asset Coverage and Business Income/Extra Expense coverage with minimum policy limits of \$5,000,000 in the aggregate.
  - (a) Any retroactive date or prior acts exclusion must predate both the date of this agreement and any earlier commencement of any services.
  - (b) Coverage must be maintained for a minimum of (2) years after final completion of the services or work provided by the Vendor.

## SECTION 6. AGREEMENT PRICE

Contractor, with input from the County, shall submit an installation schedule identifying time periods and deliverables. After delivery of the system, implementation and training has been furnished to and accepted by Will County, the Contractor shall submit monthly invoices for payment in accordance with the Local Government Prompt Payment Act.

## SECTION 7. JURISDICTION, VENUE, CHOICE OF LAW:

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 12<sup>th</sup> Judicial Circuit Court, State of Illinois.

**SECTION 8. TERMINATION**

Will County reserves the right to terminate this Agreement, or any part, with thirty (30) days written notice. Upon termination of the Agreement, each party shall return to the other party all papers, materials and properties of the other party held for purposes of executing the Agreement. The Contractor may terminate this Agreement if Will County is in default of the Agreement.

**SECTION 9. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of Will County.

**SECTION 10. WARRANTS**

The Contractor represents and warrants to Will County that none of the materials will in any way infringe upon the property rights of others. The Contractor shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the County harmless from loss on account thereof.

**SECTION 11. ASSIGNMENT**

Neither the Contractor nor Will County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

**SECTION 12. MODIFICATION**

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

**SECTION 13. DISPUTE RESOLUTION**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 7 of the Will County Purchasing Department Ordinance.

**SECTION 14. NO IMPLIED WAIVERS**

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

**SECTION 15. SEVERABILITY**

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

**SECTION 16. DOCUMENTATION**

The Application Software documentation (referred to as "Documentation") shall include, but not be limited to the following components: narrative description of the system, narrative description of the applications, data base record descriptions, screen layouts with descriptions of each input field on the screens, report layouts with descriptions of each data element on the report and operator instructions. The Contractor shall provide two sets of Documentation.

**SECTION 17. APPLICATION SOFTWARE INSTALLATION**

Any necessary application software will be initially installed on the specified Will County or Contractor provided hardware within 10 business days of the contract signing.

## **SECTION 18. APPLICATION SOFTWARE and HARDWARE ACCEPTANCE TESTING**

(A) Will County shall perform Acceptance Testing of the Software and Hardware upon completion of installation and training, or sooner, at Will County's discretion. Acceptance Testing shall include system testing and user testing. If, in Testing, discrepancies exist or errors are encountered, the Software will be considered to have failed the Acceptance Tests. The Contractor shall proceed to make corrections and resubmit the Application Software for Acceptance Testing. If Will County determines the system has failed to meet the Contractor's current published product specifications or does not function properly, Will County may have the Contractor modify the installed

Application Software to eliminate the deficiencies and extend the Acceptance Testing period to remedy the problems.

(B) Upon completion of the Installation of the Application Software, Will County will test the Application Software upon the Network to determine whether the Application Software, used in conjunction with the interface(s) and the Network, operates in accordance with the Acceptance Tests set forth in "Acceptance Tests" below. Will County personnel at Will County's site will conduct all such Acceptance Testing.

(C) Will County will use the following testing criteria ("Acceptance Tests");

(1) The proposed system meets the requirements and specifications of the County as described in this document and discussed with Contractor during the analysis;

(2) All Documentation has been delivered and reasonably accurately reflects the operation of the Application Software and hardware;

(D) Will County will either (i) notify the Contractor in writing that the system meets the Acceptance Tests and is accepted by Will County, or (ii) notify the Contractor in writing that the Application Software fails to meet the Acceptance Tests. If Will County fails to notify the Contractor that the system fails to meet the Acceptance Tests within sixty (60) days from the date of the Contractor notification to Will County to begin Acceptance testing, the system will be deemed accepted.

(E) If Will County notifies the Contractor that the system does not meet any or all of the Acceptance Tests, Will County will set forth a list of the errors or omissions that have caused the system not to meet the Acceptance Tests. After notification of a failure of the Application Software to meet the Acceptance Tests, the Contractor shall have thirty (30) business days from the date that the Contractor receives the list of errors and omissions to modify or improve the Application Software to meet the Acceptance Tests. The modified Application Software will then be re-tested in the same manner as described above in Sections A through E.

(F) If the Contractor fails Acceptance Testing a third time, the County, at its discretion and depending on the severity of errors or omissions that caused the failure, may Accept the proposed solution with stipulations as to when the Contractor will modify or make the improvements. Final payment will occur as previously stated in paragraph 6.

(G) If final Acceptance is not forthcoming by the third failure and discussion attempts to finalize Acceptance Testing are exhausted, Will County, by written notification to the Contractor, may consider the Contractor in default of this contract and cancel this contract without penalty of any kind. Upon such action by the County any monies due Contractor are null and void and any monies previously paid Contractor shall be returned to the County.

(H) The Contractor shall be responsible for recommending improvements to the system to achieve the optimum performance of both the software and hardware.

(I) The final payment shall not be made until the entire set of system modules have been tested and accepted by Will County. This implies the entire system is installed and a complete system test is completed. The complete system test entails successfully completing a county-wide election cycle.

## **SECTION 19. APPLICATION SOFTWARE WARRANTIES**

1.) The Contractor warrants that for a period of one (1) year from the date of Acceptance the Application Software used in conjunction with the Network shall operate in accordance with the terms set forth in this Agreement, (“Warranty of Operation”). Any errors or non-conformance to the Agreement within the warranty period shall be corrected by the Contractor at no charge to Will County. Will County shall be entitled to unlimited **telephone support and shall receive all new versions**, releases and updates to the Application Software during the warranty period at no charge to Will County.

2.) The Contractor covenants and represents that the Application Software and all related materials supplied to Will County hereunder do not infringe or otherwise constitute wrongful use of any copyright, patent, registered industrial design, trade mark, trade secret or any other right of any third party. The Contractor shall indemnify and save harmless Will County from any suit or proceeding (including without limitation any judgment awarded thereunder, any reasonable settlement agreed to, any costs incurred in complying with such judgment or settlement and any or all costs, including reasonable legal costs of any attorney incurred in respect of the same) brought against Will County by reason of any such infringement or any wrongful use save where the same has arisen through Will County's unauthorized modifications to the Application Software.

3.) Will County will notify the Contractor in writing of any such suit or proceeding promptly after Will County is served with process in respect of such suit or proceeding. Failing such notification, but without limitation to the Contractor's obligation to indemnify as aforesaid, the Contractor may either defend or settle such claim on Will County's behalf, upon approval of the State’s Attorney.

The Contractor shall have no liability for any claim of copyright or patent infringement based on (1) use of other than a current unaltered release of the Application Software or Documentation available from the Contractor if such infringement would have been avoided by the use of a current unaltered release of the Application Software or Documentation available from the Contractor or (2) use or combination of the Application Software or Documentation with programs or data other than the Contractor’s if such infringement would have been avoided by the use or combination of the Application Software or Documentation with other programs or data. If the Contractor is required to replace the Application Software or related materials as defined in this section, the Contractor shall be responsible for the cost to replace the Application Software up to two times the cost of the Contractor Application Software License fees.

4.) Warranty of Compatibility with Network. The Contractor understands that Will County intends to use the Application Software in conjunction with the Network defined herein; accordingly, the Contractor represents and warrants that the Application Software shall be fully compatible with the Network. The Contractor further warrants that all updates, revisions, releases and new versions of the Application Software are and shall be fully compatible with the latest version of the operating system in use by the County.

## **SECTION 20. MODIFICATIONS AND ADDITIONAL SERVICES**

Any supplemental programming modifications or other consulting services beyond the scope of the contract that are requested by Will County shall be provided by the Contractor on a time and materials basis. Said billing rates shall remain at those rates until one year from the execution of the Contract at which time the Contractor will provide time and materials assistance at the rate charged to other Contractor customers for similar services. Prior to commencement of services, the Contractor shall define in writing the labor hours, billing rate, description of services and/or work to be performed, the changes or additions to the Application Software, the way in which the Application Software will function upon completion of the modifications, and the estimated time period for the services to be performed. Will County shall not be charged for any services until the additional services are approved by Will County personnel in writing. Only after the Contractor receives approval in writing from Will County will the Contractor perform the additional services.

## **SECTION 21. PROJECT STATUS MEETINGS**

Personnel from the Contractor and Will County will meet as needed to discuss **the progress made by** the Contractor and Will County in the performance of their respective obligations hereunder since the last such meeting. After the first meeting, the Contractor and Will County will notify each other in writing of any problems or circumstances encountered since the last such meeting, which might prevent the Contractor or Will County from meeting any obligations hereunder. Each shall bear its own costs for such meetings.

## **SECTION 22. OUT-OF-POCKET EXPENSES**

All out-of-pocket expenses paid by the Contractor during the installation and training portions of system implementation will be incurred solely at the Contractor's expense.

## **SECTION 23. LICENSE**

The Contractor hereby grants Will County a perpetual, nontransferable, nonexclusive licenses under the terms of this Agreement to use the Application Software on the Network. Will County shall have the absolute right to upgrade or replace any equipment in the Network and continue to use the Application Software on the Network. Will County shall not be required to pay the Contractor any additional licensing fee or other fees as a result of using the Application Software in conjunction with the upgraded or replacement equipment on the Network. If the Contractor is required to provide any services to assist with the upgrade or replacement of the equipment, the Contractor may charge Will County for such service on a time and materials basis.

## **SECTION 24. DEFAULT**

1. By Will County. The nonpayment or nonperformance of any obligation of Will County shall not be deemed a default unless Will County fails to cure the default within thirty (30) days after written notice to Will County of such nonpayment or nonperformance. If Will County fails to cure such default, then the Contractor may discontinue any and all licenses for the Application Software or terminate this Agreement and pursue any remedy available to it by law in addition to any specific rights or remedies set forth in this Agreement.

2. By the Contractor. The nonperformance of any obligation by the Contractor shall not be deemed a default unless the Contractor fails to cure the default within forty five (45) days after written notice to the Contractor of such nonperformance; provided, however, the Contractor's time to cure a default under Acceptance Testing shall be the time set forth in that section. If the Contractor fails to cure such default, ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, then Will County at its sole option may do any one or more of the following: (i) terminate this Agreement; (ii) suspend any payments due under the Agreement; (iii) pursue any remedy available to it by law in addition to any specific rights or remedies set forth in this Agreement; (iv) continue to use the Application Software and Documentation for as long as Will County deems necessary for the sole purpose of operating Will County's business needs.

## **SECTION 25. PROTECTION AND SECURITY**

Will County agrees not to provide or otherwise make available any Application Software or Documentation, including but not limited to flow charts and logic diagrams, in any form, to any person other than Will County or the Contractor employees without prior written consent from the Contractor, except during the period any such person is on Will County's premises with the Will County's permission for purposes specifically related to the customers use of the licensed program or optional materials.

## **SECTION 26. DELIVERY COSTS**

The Contractor shall be responsible for the cost of producing and delivering the Application Software and Documentation to Will County's facility in the agreed upon medium.

## **SECTION 27. RISK OF LOSS**

If any Application Software or Documentation is lost or damaged during shipment, the Contractor shall replace the Application Software or Documentation and storage media at no additional charge to Will County.

## **SECTION 28. DISCONTINUANCE**

Within two (2) months after the date of discontinuance of any license under this Agreement, Will County will furnish the Contractor with a registered letter certifying that through its best effort, and to the best of its knowledge, the original and all copies, in whole or in part, in any form, including partial copies in modifications, of the Application Software and any Documentation received from the Contractor or made in connection with such license have been destroyed or returned.

## **SECTION 29. SOFTWARE SUPPORT AND MAINTENANCE**

This Agreement covers all ongoing support and training which include, but are not limited to, phone conversation, site visits (when possible), periodic updates and new version upgrades to the software, with accompanying updates to the user manual. During the term of this Agreement, the Contractor will correct or replace software and/or provide services necessary to remedy any programming error that is attributed to the Contractor and which significantly affects use of this software. Such corrections, replacement or services will be promptly accomplished after the County has identified and notified the Contractor of such error. The County shall inform the Contractor in writing of any modifications made by the County to the software. The Contractor shall not be responsible for maintaining County-modified portions of the software. Corrections for difficulties or defects traceable to County errors or system changes will be billed at the Contractor's standard rates. Any corrections or alterations to, or new versions of, the Application Software that the Contractor makes while this Agreement is in effect will be delivered to the County under this Agreement. Any changes, additions, and enhancements in the form of new or partial software or documentation as may be provided under this Agreement, shall remain the proprietary property of the Contractor. The software programs specified above will include, under its proprietary restrictions, any such additional programming and documentation provided under this Agreement. Contractor agrees to provide unlimited telephone hot line support and dial-up direct system access services to the County during Contractor's normal business hours. These services include answering questions, providing technical guidance with regard to the Programs, receiving trouble reports, troubleshooting system problems and other investigative services relative to the Programs. In addition, emergency support is to be provided on a continuous basis, at a cost structure agreed upon.

Vendor's application must be current with new standards in operating systems and technology so as not to force the County to maintain any such unsupported legacy systems in order to maintain/accommodate the Vendor's application due the Vendor's inability to attain certification on newer systems.

Vendor will not require an upgrade to the County systems, applications, or operating systems which would render any other current or future applications of the County office unusable.

Vendor shall not install any type of remote administration tool which would inhibit or prevent the ability of County personnel's to remotely access the systems.

Due to the Administrator level security setting necessary for the Vendor, at no time will the Vendor utilize any form of remote access without first notifying the ICT Department of such remote access or planned remote access. The ICT Department reserves the right to disable any account set up for the Vendor when planned remote access is not anticipated.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Will County:

The Contractor:

\_\_\_\_\_  
Lawrence M. Walsh  
County Of Will

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **SAMPLE SOFTWARE ESCROW Agreement**

(Contractor) and Will County, IL as follows:

1. The parties agree that the program source code shall be in escrow with a bank or other similar third party. The terms of the escrow agreement shall permit the escrow agent (as listed in Addendum A) to release the source code to Will County only by agreement of both parties or in the event that the Contractor ceases to remain in business or otherwise as deemed by a court of competent jurisdiction. All costs of said escrow shall be borne by the Contractor.

2. In the event the Contractor ceases to remain in business:

a. Will County may apply, and the escrow agent is hereby authorized to release the source code.

b. Will County may keep any program materials, manuals or other documentation necessary to operate the software.

c. Nothing herein permits disclosure of the source code or program materials, manuals or documentation to anyone other than employees of Will County or a contractor hired by Will County to service the software. Any contractor so hired shall be required to maintain confidentiality of the source code, program materials, manuals and documentation. In addition, any contractor must be notified of said confidentiality in writing.

d. Nothing herein shall be construed to limit Will County's liability to the Contractor for disclosure of the source code, program materials, manuals or documentation to any party not authorized hereby to receive same.

3. In the event the Contractor changes the escrow location and/or agent, the Contractor will notify Will County of the changes.

### **Will County**

By: \_\_\_\_\_

By: Lawrence M. Walsh

Title: \_\_\_\_\_

Title: Will County Executive

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ESCROW AGENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_



**PRIME CONTRACTOR CERTIFICATION**

The undersigned hereby certifies that \_\_\_\_\_

Name of Company

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

\_\_\_\_\_  
Representative of Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

**33E-3. Bid-rigging.** A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

**33E-4 Bid rotating.** A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

**Bid Let:** 10/27/16  
**Due:** 01/31/17, 11:00 A.M.  
**Open:** 01/31/17, 11:10 A.M.

**Receipt of Addenda Form:  
COUNTY OF WILL  
PURCHASING DEPARTMENT  
302 N. CHICAGO ST.  
JOLIET, IL 60432**

**CONTRACT FOR  
#2017-51  
FINANCIAL SYSTEM**

COMPANY NAME \_\_\_\_\_ F.E.I.N. # \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
CONTACT \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

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ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. \_\_\_\_\_, dated \_\_\_\_\_, signed \_\_\_\_\_

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**LATE BIDS CANNOT BE ACCEPTED!**

<b>SEALED RFP DOCUMENT</b>	
<b>VENDOR RETURN ADDRESS:</b>	
<b>BID #:</b>	<b>2017-51</b> <b>FINANCIAL SYSTEM</b>
<b>DUE DATE:</b>	<b>01/31/17</b>
<b>DUE:</b>	<b>11:00 A.M.</b>
<b>DATED MATERIAL-DELIVER IMMEDIATELY</b> <b>WILL COUNTY PURCHASING DEPARTMENT</b> <b>302 N. CHICAGO ST., 2<sup>ND</sup> FLOOR</b> <b>JOLIET, IL 60432</b>	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR SEALED BID TO HELP ENSURE PROPER DELIVERY!

**LATE BIDS CANNOT BE ACCEPTED!**