

REQUEST FOR PROPOSALS
FOR
THE COOK COUNTY SHERIFF
DEPARTMENT OF CORRECTIONS
JAIL MANAGEMENT INFORMATION SYSTEM (J-MIS)

ISSUED BY
THE COOK COUNTY SHERIFF
ON SEPTEMBER 28, 2007



Proposals shall be received at:

Cook County Sheriff's Budget Office
George W. Dunne Cook County Office Building
69 West Washington, Suite 840
Chicago, Illinois 60602
Attention: Alexis Herrera, Budget Director

Proposals are due on or before 5:00 p.m., CST, on November 9, 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**

COOK COUNTY SHERIFF'S DEPARTMENT OF CORRECTIONS
JAIL MANAGEMENT INFORMATION SYSTEM (J-MIS)
Request for Proposals

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PART I: INSTRUCTIONS TO PROPOSERS

1.01 DEFINITIONS

The following definitions shall apply to this RFP:

“Addendum” shall refer to a document issued by the Sheriff’s Office 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 Sheriff and a Contractor for some or all of the Deliverables described in Part II, Special Conditions, of this RFP.

“Contractor” shall mean the individual(s) or business entity, if any, with whom or with which the Sheriff’s Office 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 Sheriff’s Office 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 Sheriff’s Office.

“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 Sheriff’s Office, which shall entitle such prospective Proposer to receive any Addenda issued by the Sheriff’s Office supplementing or modifying this RFP.

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

“Sheriff” refers to the Sheriff of Cook County, Illinois.

“Sheriff’s Department” refers to the Department(s) within the Sheriff’s Office to receive the Deliverables or Solutions if a Contract is entered into as a result of this RFP.

“Sheriff’s Office” refers to the Office of the Sheriff of Cook County.

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

“Using Department” shall mean the Departments or Agencies within the Sheriff’s Office that will receive the Deliverables or Solutions if a Contract is entered into as a result of this RFP.

“Sheriff’s RFP Coordinator” shall refer to the individual representing the Sheriff 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 Sheriff, County of Cook, Illinois. Proposals submitted in response to this RFP will undergo an initial evaluation and, in the Sheriff’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 Sheriff may narrow or modify the scope of the Solution that is the subject of this RFP. The Sheriff may issue Addenda that describe such modifications and may, in its discretion, permit Proposers to submit supplemental or new proposals in response to these modified requirements. The Sheriff shall evaluate any such supplemental or new proposals. The Sheriff 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 Sheriff’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 timetable establishes the projected dates and times of certain critical events relative to this Request for Proposals, including submission of written inquiries to the Sheriff or the County, submission of Proposals and the consideration of Proposals by the Proposal Review Committee. The Sheriff may revise or supplement this schedule by sending, faxing or e-mailing an Addendum to each Registered Proposer. The Sheriff does not intend to extend the submission date for proposals.

- **September 28, 2007: RFP Available to Proposers.** The RFP will be posted on the County's website on September 28, 2007. The RFP may also be picked up at the office of the Sheriff's RFP Coordinator Alexis Herrera, Budget Director, George W. Dunne Cook County Office Building, 69 West Washington, Suite 840, Chicago, Illinois 60602 on or after September 28, 2007. RFPs will be posted on the website and may be picked up through November 9, 2007.
- **October 17, 2007: Proposer Conference/Site Tour.** All Proposers shall attend a Proposer Conference/Site Tour on October 17, 2007. Details are set forth in Section 1.04 of this RFP.
- **October 19, 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 the Sheriff's RFP Coordinator Alexis Herrera, Budget Director, on or before October 19, 2007 in order to be assured of receiving any Addenda issued by the Bureau relative to this RFP. The Sheriff may elect to extend this date, but shall not be required to do so.
- **October 26, 2007: Proposer Inquiry Deadline.** All inquiries regarding this RFP shall be submitted to the Sheriff's RFP Coordinator Alexis Herrera, Budget Director, in writing by mail, delivery or fax on or before this date. The Sheriff may elect to extend this date or to consider written inquiries submitted after this date, but shall not be required to do so.
- **November 2, 2007: Response to Inquiries.** The Sheriff's Office will consolidate and respond to written Proposer inquiries through the issuance of an Addendum that shall be transmitted to each Registered Proposer.
- **November 2, 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 by November 2, 2007.
- **November 9, 2007: Due Date for Proposals.** Proposals must be delivered to the Cook County Sheriff's Budget Office, George W. Dunne Cook County Office Building, 69 West Washington, Suite 840, Chicago, Illinois 60602, Attention: Alexis Herrera, Budget Director by 5:00 p.m., CST, November 9, 2007. The Evaluation Committee may elect to consider Proposals, which are received after November 9, 2007, but shall be under no obligation to do so.
- **November 16, 2007: Evaluation of Proposals.** The Sheriff's Office 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.
- **November 27, 2007: Notifications.** The Sheriff's Office may notify Proposers who have been eliminated from consideration and shall notify all Proposers of its recommendation upon completion of its evaluation of Proposals.
- **November 29, 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 Sheriff and to the Board's authorization of Contract execution, in its sole discretion.
- **December 2007: Board Consideration of Contract Execution.** Following finalization of contract documents to the complete satisfaction of the Sheriff, 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 the Using Department's operations and needs and/or for the purpose of viewing the conditions under which a Contract may be performed. Failure to attend a Proposer Conference may, in the Sheriff's discretion, subject a Proposer to disqualification.

DATE OF PROPOSER CONFERENCE: OCTOBER 17, 2007

TIME OF PROPOSER CONFERENCE: 10:00 A.M.

LOCATION OF PROPOSER CONFERENCE: 3026 S. CALIFORNIA, CHICAGO, IL 60608

TELEPHONE NUMBER FOR DIRECTIONS: (773) 869-7731

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 that apply to subcontractor communications with Proposers and with the Sheriff's Office during the RFP process.

1.05 USING DEPARTMENT'S (SHERIFF'S) RFP COORDINATOR

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

Name: Alexis Herrera

Title: Budget Director

Agency: Cook County Sheriff's Office

Address: 69 West Washington Street, Suite 840, Chicago, IL 60602

Fax No.: (312) 603-0044

E-mail: ALHERRE@cookcountygov.com

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 Sheriff's Office or the County with respect to the subject Contract shall be submitted in writing to the Sheriff's Office RFP Coordinator 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 Sheriff's Office 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 Sheriff 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, in addition to a point-by-point response to the Technical Specifications included in Part II, Section 2.03 of this RFP that describes how the Proposer's system complies with each of the items listed in Section 2.03 section by section. The Proposer must highlight any exceptions to the technical specifications stated in Section 2.03. The Proposer may provide alternative Solutions to areas of their system that do not meet the functional application requirement. If Proposers are willing to customize their system at no additional cost in certain areas, they should so state in this section. If a Proposer fails to respond to any item in Section 2.03, the Sheriff's Office understands that the Proposer offers to provide that functionality at no additional cost to the Sheriff's Office.
- **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 E.
- **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 as Attachment D. 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: Cost Proposal.** Proposer shall complete the Cost Proposal Page included in this RFP as Attachment E. 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 "**JAIL MANAGEMENT INFORMATION SYSTEM PROPOSAL**" and shall be delivered to the Sheriff's RFP Coordinator at the address set forth in Section 1.05 of this RFP no later than 5:00 p.m. CST on November 9, 2007. Ten (10) hard copies of the Proposal, including one original clearly marked "ORIGINAL" on it, with all required documents attached, and one electronic copy in Microsoft Word shall be submitted.

1.10 OWNERSHIP OF PROPOSALS

All material submitted by Proposers shall become the sole property of the County. The Sheriff's Office 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, and in which case the Sheriff's Office shall use all reasonable efforts to maintain the confidentiality of such information. This notwithstanding, all Proposers agree, in submitting a Proposal, that the Sheriff's Office 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 Sheriff's Office 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 Sheriff's Office 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 Sheriff's Office 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 Sheriff's Office may determine that one or more Proposals will not result in a Contract which best meets the Sheriff's requirements. The Sheriff 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.

1.14 PROPOSER PRESENTATIONS AND DEMONSTRATIONS

The Proposal Review Committee may, in its discretion, request additional information or presentations from any or all Proposers. The Proposal Review Committee may request any Proposer to demonstrate any equipment, supplies or services contained within its Proposal.

1.15 PROPOSER NEGOTIATIONS

The Proposal Review Committee may select one or more Proposers for negotiation of a possible contract and may solicit "best and final offers" from some or all Proposers prior to or during this negotiation process.

1.16 EVALUATION OF PROPOSALS GENERALLY

The evaluation of Proposals is intended to enable the Sheriff's Office to identify and develop a possible Contract which represents the best composite value for the County, balancing the cost of a Proposal with the benefits to be gained by the qualifications of the Proposer, by the specific Deliverables proposed to be provided, by the terms under which a Proposer is willing to provide these Deliverables, and by the cost savings or efficiencies which may be achieved. The Proposal Review Committee shall document its rationale in reaching a particular recommendation, but shall have complete discretion in considering and evaluating Proposals. Finalists will be selected via consensus among the Proposal Review Committee members.

The submission of a Proposal does not require or obligate the Sheriff's Office to pursue a Contract with any Proposer. The Committee may identify as few or as many Proposers as it deems appropriate for purposes of any negotiations resulting from this RFP.

It is expressly understood that all negotiations are subject to the consideration and approval of the

Cook County Board of Commissioners, which may accept or reject any proposed Contract in its sole discretion.

1.17 NOTIFICATION OF RECOMMENDED CONTRACTOR

When the Proposal Review Committee has completed its evaluation and is ready to recommend a Proposer to the Board, it shall issue a letter to the remaining Proposers notifying them of its recommendation.

1.18 CONFIDENTIALITY

All information submitted in response to this RFP shall be confidential until the County has executed a Contract with the successful Proposer or has terminated the RFP and determined that it will not reissue the RFP in the near future. Following such actions, the contents of Proposals submitted in response to this RFP may be subject to the provisions of the Illinois Freedom of Information Act. If a Proposer wishes to preserve the confidentiality of specific information set forth in its Proposal, it must request that the information be withheld by identifying such information as confidential in its Proposal. The County shall have the right to determine whether it shall withhold the information upon receipt of a FOIA request and, if it does so pursuant to a Proposer request, the Proposer requesting confidential treatment of the information shall bear the costs of asserting that there is a proper exemption justifying the withholding of such information in any court proceeding which may result.

PART II: COUNTY REQUIREMENTS: SPECIAL CONDITIONS

The Contractor shall have a demonstrated expertise with the technical and functional aspects of the matters contained in this Section II, Special Conditions. The minimum anticipated needs of the Sheriff's Office and responsibilities of the Contractor are set forth in this Section II. Proposers should describe how their Solution(s) will satisfy these needs and fulfill these requirements. If Proposer wishes to propose a Solution, which does not satisfy the provision of this Section II, it should submit a written inquiry as provided in Section 1.03, above, requesting that the County modify the scope of this RFP or agree to entertain alternative Solutions.

2.01 USING DEPARTMENT BACKGROUND INFORMATION

The Cook County Department of Corrections ("CCDOC"), also known as Cook County Jail, is located at 2700 South California Avenue, Chicago, Illinois 60608. The CCDOC is the largest (96 acres) single-site pre-trial detention facility in the United States and one of the largest detention facilities in the world. The complex covers more than eight city blocks with ten divisions, a health services facility, two education departments, a privatized food service and commissary agency, and four additional on-site departments. The CCDOC has a staff of 3,848 sworn law enforcement officers and civilian employees and an average daily population of 9,400 male and female detainees. In Fiscal Year 2007, the average daily population was projected to grow to 10,000; bookings were expected to increase from 99,232 to 108,000; 320,000 required transport; and the ratio of inmates per officer was 1:4.

The mission of the CCDOC is to ensure the safety of the citizens of Cook County, correctional staff and inmates; to provide a central location for the screening and classification of all defendants and a safe, secure, humane, positive, efficient and constitutionally-operated corrections department with a highly qualified, well-trained and dedicated staff. The CCDOC is required to meet and exceed the standards of the American Correction Association and the Illinois Department of Corrections Jail and Detention Standards Unit, and the John Howard Association, which monitors the rights of all jail and prison inmates.

The Sheriff's Office is appropriated money to cover its operating expenses. These funding streams are corporately appropriated to satisfy expenses generated by the Jail Management Information System Project.

This RFP solicits offers for purchase and installation of an inmate management information system. Proposers responding to this RFP must present and highlight their ability to supply a scalable inmate management system using commercial off-the-shelf technology, easily adapted to the Sheriff's Office environment, and utilizing existing Sheriff's Office PC, Printer, and Network equipment for peripheral equipment only. Proposer will provide all main and back-up server equipment. The Sheriff's Office expects Proposers to comply fully and propose a system that meets the technical and functional specifications listed in this RFP. It shall be the responsibility of the Proposer to detail exactly the hardware and network requirements that are needed and to be supplied by the Sheriff's Department. Omission of these requirements in the Proposal will assume that these products and services required will be included in the base price.

2.02 CURRENT SOLUTION

The Sheriff's Office seeks to modernize its current jail management information system with a proposed system that will provide integrated booking and intake, image-based offender data storage, data tracking, and sophisticated reporting capabilities that improve the effectiveness of the Sheriff's Office operations. It seeks an off-the-shelf inmate management information system modified as part of this Proposal to conform and provide the Sheriff's Office workflow and information needs. **Client workstation software should operate on existing Sheriff's Office Windows platforms, or any Windows platform that shall be required by this proposal with the exception of Vista.** Flexible system features must allow Sheriff's Office administrators and staff to configure operational tasks including intake, selection lists, charges, workflow, Court Call, Trust, Commissary, Transfer Recording, and security access. All existing programs that provide data access, storage, printing, notifications, and connections, as they now exist shall be investigated and determined by Proposer and included in the base price of this RFP.

System design must allow easy expansion and efficient integration with other management tools, applications, and external systems. It must fit smoothly and efficiently into an enterprise-wide digital justice solution that serves the entire law enforcement and correctional establishment supported by Sheriff's Office staff. Interfacing components may include electronic forms, court records and criminal justice systems, live-capture fingerprinting, photo images, barcodes, and extensive ad hoc reports. The system must therefore be able to incorporate and automate existing Sheriff's Office documents and questionnaires.

The system's centralized relational database must permit high-performance multi-user transactions for inquiry and update, with online records storage for ten years, with a maximum installed capacity of two million images, and one million records, as well as demonstrated potential for straightforward capacity expansion. Records that must be kept past this capacity must be easily and efficiently transferred to a separate storage solution as required by the Sheriff's Office. System design must support the Sheriff's Office in its management of the following:

Table 1. System Requirements Summary

Facility Name	Inmate Capacity	No. Intakes/Year	Required Stations Total		
			Data Entry and Data Entry	Inquiry	Print
Department of Corrections	13,000-20,000	200,000	250	600	250
TOTAL STATIONS				600	

The proposed system should improve the efficiency, accuracy, security, and timeliness of inmate management activities throughout the Agency's facilities. It must use client/server, personal computer and Windows technologies. It must provide electronic storage, retrieval, and extraction of booking and incarceration information, including historical booking information. Sophisticated audit trail and reporting capabilities are crucial, and its data must be accessible to outside agencies as specified herein. The proposed system will also meet the following core specifications.

The project shall also include but not be limited to the following:

1. All existing functionality and features of the present CIMIS System.

2. All reporting and existing reports that have been created and are currently in use by the Sheriff's Office.
3. Paperless transfer of all information as required for bar coding inmates as they transfer from all locations in and out of our main receiving and intake area and throughout our facility. Inmate transfer in and out of the facility during transportation to and from Court Calls shall be recorded and logged using a portable bar coding devices that shall have the ability to read bar code read ID cards or wrist bands, and then download data into a network connected docking station at ten separate locations within County buildings.
4. All of the existing CIMIS locations (Base System) shall be included in this proposal using existing network or dial-up connection to the main system located in South Campus building Data Center. New connections shall be provided for future replacement of the dial-up connection must be plug-and-play without any other investment when the network is available.
5. An additional 300 (Future Stations) terminals shall be connected to the network when the new network connections on the tiers when the network is available. The system shall be capable without any future investment of system software or software licenses other than PC Windows's software to connect these additional terminals to the system. This will be a total of 300 total stations.
6. The capability of the system being proposed shall include but not be limited to all existing functionality, reporting, data storage, retrieval, and printing in addition to:
 - a. Transfer of records, mug shots, and prints from the existing CABS Network
 - b. Guidance and processing step input functionality when intake of prisoners is performed including all present intake procedures and medical reporting requirements.
 - c. Interface into existing on site CABS live scan and picture taking stations.
 - d. Audit and retrieval of all users and printing functions and operations of the system.
 - e. Photo identification and timekeeping of staff entering and leaving the premises. (This should be proposed as an option)
 - f. All Jail Management Functions as now exist including Trust, Commissary, Inventory, Account Balancing Module, Log Book, and Incident Reporting.
 - g. An employee discipline module should be provided as an option to this proposal.
7. The Portal Interface and Security Functionality shall be provided as an option to include the ability to control and direct users based on specific individual password access to multiple user supplied modules. These connections and security controls shall be easily added and modified by the Sheriff's Office. The Proposer shall provide as an additional cost option any of the modules identified in the portal interface example, no Proposer will be required to quote on any of the individual modules identified.

All graphical user *interfaces* should be logical, easy to use, and intuitively understandable to uniformed and clerical personnel. Single point data entry must make information available to all data entry screens and all workstations on the system, automatically populating the specialized forms appropriate to each area of inmate operations. Consistent, secure data should be captured through agency-defined drop-down lists and mandatory field definitions, all controlled by user. The system shall have a user defined appearance and Proposer specific logos shall not be allowed on user interface screens other than Windows.

A user-definable, configurable *workflow* should easily distribute and track work actions by user roles. The screen and task order should match the Sheriff's Office internal processes and be easily adapted to accommodate changing processes. Offender inquiries and reports must be simple to generate and easy to use. Special care should be taken to identify carefully all of the present functions, reports; inquiry and recording screens that now exist, and identify all upgrades that will improve the workflow and processes of the Sheriff's Office when using the new system.

System design should ensure immediate *response* to all transaction requests, whether of reports, images, and data, such as summary screens of offender information. Users must be able to print electronic screens and reports to standard Windows-compatible color and black and white inkjet and laser printers located anywhere on the Sheriff's Office's local or area wide network, and through dial-up connections that will remain and provided by Proposer during period that network connections are not available. All phone circuits required for this interim solution will be provided by County. It shall be the responsibility of the Proposer to confirm that their system will operate on these Voice Grade Dial-up connections until the Network connections are available.

Open *architecture* is required, via a modern, non-proprietary platform that allows for implementing future technologies without drastic modifications to the system. Building upon COTS hardware, components, and development tools should support future expansion of system hardware, software, data storage, retrieval, and interface capabilities. Modular system architecture should allow integration of additional modules, including future capabilities yet to be developed, with minimal system downtime or retraining. The Sheriff's Office should be able to purchase specified hardware from existing suppliers to combine with applications software and special-purpose hardware offered by the Proposer. The Sheriff's Office will also purchase other software that should interface into the main Jail Management Information System using a standard interface available without special programming other than standard configuration.

The robust system design should ensure high *availability* (24 hours, 7 days per week) with minimal administrative downtime while minimizing maintenance and upgrade costs. Data storage and backup should be automated, and the system should also automatically monitor performance, hardware devices, and data storage reliability. The system must allow notification to system administrators all status trouble signals indicating the need for maintenance on a preventative basis so that the system will maintain an optimum operation condition.

Each user's view of the system should match that individual's role and authorization level. Likewise, user *security* levels should be evaluated before releasing information. Automated auditing and reporting on all activity by any user should be included, along with a well-documented object model for security controlled data access and data validation. The system should automatically record all significant user browsing activities, prompts, warnings, and advisories, including user responses. Standard facilities should control user access to re-associate a booking from one record to another, seal and/or unseal a record or a single booking, expunge a record or a single booking, or merge two records into one. This security feature shall also be included in the optional Portal interface as mentioned above in 1.2.7.

ODBC *connectivity* and ad-hoc reporting facilities should be available, either directly, through internal system mechanisms, or through industry standard reporting tools. Data access should be through industry standard retrieval mechanisms including, but not limited to COM or ActiveX controls and objects. The importing and exporting of all data shall be provided as an option when transferring data and the system shall be capable of providing this capability on an asynchronous basis for real time interface to other systems and management software systems.

System design should allow user configurable *future integration* of intranet and internet access, as well as data exchange with other internal and external Agencies, departments, regional, and State databases, electronic fingerprinting, bar coding and other emerging technologies. The system must import and export data in ASCII format, and capture photographic images from live and still digital video cameras (including NIST-compliant mug shots), any TWAIN-compliant image capture device, or from common image format file import. The system shall be fully compliant with current standards as now required by any criminal justice standards unless otherwise noted in the proposal. The connection into our present CABS network and the alerting of internal and external agencies when certain inmate criteria are present is required.

Around-the-clock, real-time operation is a mandatory, so that records are quickly and easily available at all times, at each station, in accordance with user roles and security levels. At minimum, the following functional modules must be included:

Table 2. Functional Summary

Module	Functionality
Booking	Biographic and Demographic Data (incarceration history, education, gang affiliations, aliases, etc.) Property Logging and Storage Locations (inmate/facility, accounting) Health (records, special needs, scheduling exams) Alerts (ability to flag special requirements or warnings) Release (notification, scheduling, and accounts/property closure) Warrant Holds
Charges/Sentencing	Charges (arrests, charges, bonds, scheduling appearances) Sentences (automatic calculation, debits/credits) Record Sealing/Expungement (expunge/seal/re-associate records)
Housing	Classification (Northpointe or Point Score methods) Movement (housing checks, accounting, keep-separates with bar codes and/or photos) Incidents, Grievances, and Appeals Calendar (work programs, visitation, court dates, health) Mail/Visitors (scheduling and reporting on) Commissary (meals, special diet, and food refusals) Releases (job training, transfers or work release programs) Inmate Trust Accounting (credits/debits, reconciliation, reports, general ledger functions)
Administrative	Configuring Workflow Using Stored Images (mug book, lineup, wanted posters, fingerprints) Reports (standard, scheduled, and ad hoc report wizard) Data Export/Import (ASCII data—TWAIN, NCIC and NIST) Audit Capabilities for all User Functions Inter-Agency Records (juveniles, reminders, find inmate, bill other facilities) Security Controls (user privileges, passwords, security levels)

Module	Functionality
Technical Support	On-line Training Online Help Mission Critical Functions Upgrade Installation and Training
Identification. Interface with other systems.	Interface with ISP LEADS (CHRI, Hot Files) and save response, Create NIST record, (containing photo capture, data and fingerprint images) for interface with lives can. All interfaces should be based on a standardized GJXDM compliant XML format. Biometrics (photo capture)
Case/Charge Sentencing	All data associated with all cases being held on (case-number, judge, etc. Unlimited number of charges associated with each case along with associated status.
Event/Court Scheduling	Schedule medical appointments, visits and court appearances. Identify, prioritize events, and resolve conflicts. Produce a pass used for transport of inmates to their primary destinations.

The system must provide unlimited integration of *photographs* for:

- Inmates (NIST-compliant mug shots, plus ability to add/manage whole-body or other types of photographs)
- Scars/marks/tattoos (unlimited photos per item)
- Visitors (unlimited photos per visitor) using CABS equipment or other such interface
- Property (unlimited photos per property item)

Smart *search* functions must allow for text, key field, and wildcard searches. Accurate and timely offender reports should be available department-wide. Users should be able to preview all reports to the screen without printing, or optionally print to any local or networked printer, and adjust the size and appearance of such reports in a Word or Excel type format... Electronically mail or fax reports and post reports to an Intranet web server on an automatic scheduled event.

The system must support extensive *report functions* that equip Sheriff's Office staff for crucial decision-making department-wide. These should include offender alerts, inmate security classification, detailed demographic and census data on the offender population and Sheriff's Office activity level (admissions, releases, transfers, sentencing, and re-arrests). It must provide automated offender property reporting and system-wide custody and control information (*e.g.*, gang affiliations, risk factors, and keep-separate instructions). It must also provide oversight of user operations through transaction-based auditing and reporting on user activity, activity related to a given offender, as well as productivity-related issues.

A management dashboard shall allow ten department managers to receive user defined real-time data to their desktop using specified fields specific to their individual requirements based on data that their unit is recording.

Proposer will provide a start-up and conversion schedule, including delivery of all hardware and software, all user and technical manuals, and user and system administrator training. The Sheriff's Office desires a train-the-trainer methodology, covering all user and system administrator functions, to expedite the system implementation. Proposer should also provide information regarding on-site staff availability during installation

and transition to full operation of the system, as well as the ongoing services included in warranty and maintenance support.

The Proposer must provide within 60 days from receipt of training materials user specific training materials including but not limited to manuals, power point training guides, tests, well in advance of system commission. A separate training system shall be provided during initial training to allow a full functional system located in-person training center that will be stand alone and populated with fictitious data and pictures to be used for training staff within 90 days after award. This system will be returned 60 days after commission. All PCs needed for this system will be provided by the Sheriff's Office, local temporary server will be provided by Proposer.

2.03 REQUIREMENTS AND SPECIAL CONDITIONS

This section presents functional requirements for the offender booking and jail management information system for the Sheriff's Office. Proposers must submit detailed, descriptive responses to each requirement in this section. If a Proposer's system does not contain or provide the functionality specified, the Proposer may propose an alternative approach to meeting the requirement, but should highlight this as an exception.

2.03.1 Definitions

"COTS" is Commercial off-the-shelf, which is a term for software or hardware products that are ready-made and available for sale, lease, or license to the general public. They are often used as alternatives to in-house developments or one-off government-funded developments.

"NIST" is the National Institute of Standards and Technology.

"TWAIN" is a standard for acquiring images from image scanners: an image capture API for Microsoft Windows and Apple Macintosh operating systems. The word TWAIN is not officially an acronym; however, it is widely known as an acronym for "Technology Without An Interesting Name."

"CIMIS" is the Correctional Institution Management Information System.

"CABS" is the Computer Aided Booking System.

"LIVESCAN" is the process of scanning a person's fingerprints to enable the electronic submission of a digitized image to an AFIS database.

"AFIS" is a specialized biometric system that compares a fingerprint image with a database of fingerprint images. It's a system for electronically encoding, searching and matching ten-print and latent fingerprints

2.03.2 Project Specifications

Proposers should describe how the proposed system meets or exceeds the following specifications.

2.03.2.1 Operating System Environment

The system must use a Microsoft Windows operating system and support Microsoft Windows.

2.03.2.2 Database

The system must be based on an SQL Sequel relational database management system designed to ensure very fast response to multiple queries over very large databases.

2.03.2.3 Peripherals

The system must include the peripherals needed to support output of reports, photos, screens, and other information. All printers, PC, and standard Computer peripherals will be supplied by the County for this project. Proposer must supply special permanent Licenses or software that is required for these peripherals. The cost shall cover a permanent license to use these devices as long as they are in use for this purpose. The license must be able to be transferred when new servers, PCs, Laptops, Printers or other equipment in use by the JMS.

2.03.2.3.1 Output Devices

Output devices must include the following printers. The Proposer shall define the model number and describe the capabilities of each type of printer. The Proposer shall describe the ability to output to any printer in the network from any client workstation.

- Specify quantities, purpose/function, and locations, must be field verified by the Proposer.

2.03.2.3.2 Inmate Tracking via Bar Code

The system must optionally support encoding bar codes onto wristbands or identification cards, as well as into all printed output. It must also support optional use of a bar code reader to track offender movement, housing, services, transportation, and any other module that requires immediate data entry with limited operator input.

The Sheriff's Office estimates need for approximately 600 bar code readers and 25 bar code printers within its facilities. The Proposer should provide quantity pricing, with final quantity to be confirmed during site survey.

Describe the bar code readers provided with the system in terms of their

- Durability and portability
- Capable of reading bar code systems that are required.

2.03.2.3.2a Inmate Tracking via Fingerprint (optional)

The system shall provide the option for single-finger scanning to confirm inmate identity at booking and release. The Proposer shall describe the equipment required for this capability and shall price it separately as an option. This system shall also be capable of interfacing with existing CABS workstations.

2.03.2.3.3 Year-2000 and similar type event Compliance

The Proposer's system must be Year-2000 and similar type event compliance that is forecast into year 2015 compliant. All dates must be in four-digit year format (ccyy). The Proposer must further warrant that the system will correctly process dates for Leap Year, or any such event that is forecast by Computer User Groups and in the semi-public domain.

2.03.2.3.4 Sheriff's Office-Configurable Components

The Sheriff's Office must easily accomplish a variety of modifications to system data gathering, workflow, reports, and user activities. These should include:

1. Modifying screen and drop-down menus.
2. Changing mandatory data fields and validation rules, and system parameter variations.
3. Adjusting classification levels, change charge codes and formats, and automatically generated identifier formats and values.
4. Making workflow task, authority, and sequence adjustments.
5. Generating new standard documents, questionnaires, and management level reports.
6. Adjusting property lists and locations or trustee credit rates.
7. Defining or changing facility locations and attributes.
8. Modifying security authorities and role associations for users.

Describe how these and related tasks can be easily carried out by the Sheriff's Office staff, without Proposer assistance or custom programming costs.

2.03.2.3.5 Graphical User Interface

The Windows-based graphical user interface ("GUI") must be easy to understand and use, providing a predictable, usable display format from screen to screen and from one module to the next. GUIs must conform to standards for preparing usable interfaces including: use of pop-up and pull-down menus, selection lists, consistent screen layouts, and consistent data entry conventions (*e.g.*, a point-and-click interface, ability to use function or speed typing keys instead of the mouse).

GUIs must supply the following:

- An image of the offender present on the screen when performing an offender-specific activity.
- Online and context sensitive help and Sheriff's Office-definable procedural help information associated with each workflow step.
- Selection lists and lookup tables that system administrators can establish, maintain, and change at any time without Proposer assistance.
- Search engine related to help and trouble shooting issues.

2.03.2.3.6 Digital Images

The system must capture images using a video camera that allows the operator to freeze and unfreeze the image as many times as necessary to obtain the best image, and that requires an explicit action to store the image to the database. Live video must be displayed in full color for image preview.

- The camera must use an auto-iris control to compensate for variations in skin color, facial tones, and lighting conditions.
- The video camera must offer NIST-compliant image capture in JPEG format as described in Appendix J of the most recent Electronic Fingerprint Submission Specification promulgated by the Illinois State Police.
- The system must capture, store, and categorize an unlimited number of NIST Best Practices Recommendation-compliant images including full face (mugs hot), profiles, scars, marks, tattoos, injuries, visitors, and personal property relinquished at intake.
- The interface of existing CABS terminals for this purpose may be offered as an option to fulfill this requirement. The proposal must detail all options relative to what is being proposed to satisfy this requirement.

2.03.3.0 System Architecture

The proposed system must be a multi-tier application based on Microsoft's .NET framework.

.NET is an open end tools platform that extensively leverages open technologies and standards such as XML (eXtensible Markup Language) and SOAP (Simple Object Access protocol). The minimal required three layers are the user interface, the application services, and the database services.

2.03.3.1 Platform Specifications

Proposers must define the minimum hardware requirements for efficient operation of the proposed software. This should include requirements for servers, data storage, workstations, and communications. Proposers should describe the scalability of their system and the potential expansion path for the configuration offered in this bid.

2.03.3.2 Data Conversion

Proposers must be able to convert all data and all reports that are now in use from the existing Sheriff's Office CIMS inmate management system and have experience converting from this system previously. In addition, Proposer must be able to extract existing images from bTrieve to JPG format in order to import them into the new system. This conversion shall be the responsibility of the Proposer and the Proposer must be aware of potential data and reporting conversion problems and issues.

2.03.3.3 Training Module

System must provide a Training Module with a built-in instance of the database so Sheriff's Office is able to

provide real-world training based on real data in the system to new users. System must support periodic replication of data from production back to training to have fresh data for training purposes.

2.03.3.4 System Backups

The system must provide for unattended on-line system backups with no need to log off users. The system will also have a full mirrored database of all programs and data files on an independent off site facility to provide hot back-up in the event of failure of the primary system.

2.03.4 Interconnectivity to other Digital Justice Systems

The proposed inmate management system must currently interface with existing components of the Sheriff's Office's information systems. An interface for the JMS system must support the global justice XML data model (by JXDM). The global JXDM is sponsored by the U.S. Department of Justice and is intended to be a data reference model for the exchange of information within the justice and public safety community of law enforcement and jail management. These include the following:

- Vine
- Social Security Administration
- Justice Benefits
- Cermak Health Center
- Passport Internal Warrant System
- INS/ICE
- IVR
- IDOC
- Clerk of the Circuit Court
- Chicago Police Department
- Cook County Sheriffs Police Department
- INS
- Northwestern University
- Chief Judge
- Prisoner Review Board
- Public Defender
- Traffic Court
- Office of the Undersheriff
- Current Commissary Vendor (Present Aramark)

The above files are ASCII Delimited Text Files created from and HP IMAGE database housing inmate records. These files are currently delivered by e-mail, FTP, or tape. depending on user requirements. It shall be the sole responsibility of the Proposer to familiarize all of these and other data connections that are currently in place and include such connections and data sharing arrangements in a secure manner. All data and transfer connections currently in place and required in this project may not be identified in the above list, but are however the responsibility of the Proposer.

The proposed inmate management system will eventually interface with other components of the Sheriff's Office's information system and included in this project and pricing include the interface to:

- Court Systems
- Fingerprint Live-Capture and Identification Systems
- State Computerized Criminal History (CCH) System
- Other regional, state, and national information systems.
- County Clerk
- County Medical and Cermak Requirement on a confidential basis
- County JD Edwards Payroll
- Secretary of State (Illinois)
- State of Illinois
- County Hospital CERNA

2.03.5.0 Software Modules

Proposers should describe how the proposed software meets the following requirements. Descriptions should indicate the level of integration between functional modules. For example, whether data entered in the commissary module is reflected in the trust accounting module (*e.g.*, inmate purchases), or whether data entered in the incidents module is reflected in the commissary and housing modules (*e.g.*, suspended privileges or keep-separate instructions).

2.03.5.1 Booking Functions

Booking involves several processes performed by multiple operators. Task order should be flexible. Proposer's solution should assure information collected about the offender during each process becomes automatically available to *each* of the other processes.

Proposers should describe how quickly data entered in one mode becomes available to users engaged in activities with the other functional tasks.

Cook County has a unique inmate numbering system that must be incorporated into the conversion of the old data and the use of the new data. Please understand and confirm that this numbering system will continue.

Upon initial booking procedure, system should restrict, and allow for supervisor override linkage to previous booking records, for a particular inmate being booked at the time.

The application must allow the Sheriff's Office to integrate its existing documents and forms, as well as to determine the sequence of activities and the mandatory fields required for data capture during booking. Indeed, the application must allow booking even if the detainee cannot be identified ("John Doe" booking), together with the ability for booking data to be united with the correct record when the individual is properly identified.

The present Court Call and Printing Court Call Documents must be carefully inspected and evaluation for inclusion in this project, and the possible improvements being considered identified as part of this proposal.

2.03.5.1.1 Biographic, Demographic, and Biometric Data

During initial intake, the booking application must:

- Allow easy entry or import of all offender identification and charge information for the current incarceration while maintaining a history of all incarcerations previously stored in the system.
- Generate bar code for inmate identification and movement tracking.
- Collect information about an offender as shown on the sample booking form given in Appendix 1 of this RFP and listed in the following table. Where feasible, to improve data accuracy, system should use drop-down menus for standard data fields. Drop-down choices should be configurable by the system manager.
- Capture biometric data consisting of photos of the inmate, any scars/marks/tattoos, and inmate property (as appropriate).
- It shall be the sole responsibility of the Proposer to investigate and evaluate all aspects that are required in this and all JMS processes required in this proposal, and include same in the base price or listed option.

Table 0-3. Information Collectable at Booking

Date/time of booking plus facial photos	State criminal ID number
First, middle, last name	Identifiers (SSN, driver's license number/state/ class, other ID with type, number, and issuing agency)
Aliases and nicknames (unlimited)	Physical descriptions (per NCIC-2000 and NIST standards) with photos
Address information (searchable)	Scars, marks and tattoos (SMT) with photos
Citizenship and county of residence	Place and date of birth
Employment information (unlimited)	Arrest information (arrest date/location; occurrence date/location; arrest/incident number; names, ID numbers and agencies of arresting/involved officers)
Education information (unlimited)	Charge information (from lists maintained by system administrator)
Emergency contacts (unlimited)	Special Instruction and Notification Fields
History of previous bookings at this facility	
Initial health screening assessment (agency-defined)	
Gang information (affiliation, gang name, status, keep-separate lists)	
Medical and Insurance Information	
Family and Notification Services	
Financial Accounts used to collect fees	
Type of Admission	
Booking Location	
Military Service	
Income Source	
Warrant/Holds	
Marital Status	
Administrative Warnings	
Witness	
Assaultive	

- Record an unlimited number of aliases (alternate identities, nicknames) for each offender, both at intake and throughout incarceration, each with variable accompanying demographic and identification number or address data.
- Describe how the user sets the offender's primary identity for use throughout the system.
- Define how the user is able to search for an offender's record by alias names, including wildcard, sound-alike, and partial name searches.
- Record biometric data (as appropriate to the proposed system's database design), possibly including fingerprints, mug shots, photos of scars/marks/tattoos, and/or signatures, and interface into the present CABS System.
- Provide In-Custody Alerts to Homeland Security and any other such connections as required.
- Electronically send Inmate picture and Info Sheet when requested or as a quick query within 4 seconds on screen.
- As an option, provide a screen selected request for inquiry for this inmate to be run through Leads and iClear upon command, and screen pop data as returned.

2.03.5.1.2 Update Data in Other Modules

Beyond the basic demographic, biometric, and charge data collected during initial intake, the booking application must also support initial entry and continuing update of all of the following:

- Access inmate trust account records during booking, including ability to enter inmate funds, note additional funds received/debited from the inmate's account, and provide statements for funds on account.
- Access housing records during booking, including ability to select classification, enter alerts (e.g., health needs, keep-separates, or gang affiliations), schedule health assessments, and assign initial housing locations.
- Access property records during booking, including ability to enter inmate property (with photos), note facility property issued/owed to the inmate, and record storage locations of various items of inmate property. Includes the ability to generate labels for property storage.
- Enter data from the court system, including arrests, charges, bonds, and court appearance scheduling.
- Optionally integrate 1-to-1 PID fingerprint matching for positive identification of offenders due for release.

2.03.5.1.3 Inmate Property

Describe how the property module allows easy, secure tracking of all offender property and facility-issued property. To support this function it must manage multiple property types and multiple storage locations while maintaining a history of all property transactions for inquiry or reporting. Define the module's capabilities in the following areas:

- Associate digital images of property with an offender's record and print out labels for application to each item of property.
- Inventory and list property remanded for storage, as well as that issued or earned during incarceration (e.g., clothing, toiletries or money). Describe any common property templates or checklists included in the system, as well as any method of listing property locations to allow the user to select storage space appropriate to the type(s) of property.
- Maintain a one-to-one relationship between a property storage location and an individual offender and the physical property items.
- Track offender property locations (history of locations, data/time/individual that relocated property, property room inventories for audits, and locations containing unclaimed property for released individuals) or release of property.
- Track jail property (e.g., charges for lost/damaged facility property, standard property issuance lists based on offender demographics, and list of offender's owed property due to out-of-stock items).
- Explain how the system records disposition status for each individual property item (e.g., lost, released, destroyed, etc.) upon offender release.
- As an option, allow interface into an ATM type Cash collection terminal.

2.03.5.1.4 Inmate Health Records

Describe health recordkeeping based on existing Sheriff's Office documents, with changes configurable by Sheriff's Office personnel, including the initial health, mental (psychological), and suicide risk-screening questionnaires. Health recordkeeping shall include:

- Ability to enter offender health or suicide-alerts into the system.
- Capture and storage of injury photographs, tied to the offender's record.
- Ability to record referral/follow-up appointments with healthcare professionals on the offender's calendar.
- Generation of Sheriff's Office-defined alerts arising from health and psychological screenings.

2.03.5.1.5 Inmate Release

Through the integrated workflow, the system must provide a Sheriff's Office-defined sequence of steps required for offender release. These must include:

- Ensure that all charges have been disposed before release.
- List all offenders scheduled for release based on predicted sentence expirations or policy decisions.
- Ensure offender release is scheduled, but that this task remains in the system to be completed by a specific user who is assigned to the release role. Record when the release procedure was completed and by whom.
- Include return of personal property, jail property, and closing of the offender trust account.
- Interface to Victim Information and Notification Everyday System (VINES) or similar system to support victim notification.
- Present the offender's image throughout the entire release process.
- Optionally integrate 1-to-1 PID fingerprint matching for positive identification of offenders due for release.
- Cancel future events on the offender's calendar (health appointments, etc.) upon the individual's release from the facility.
- Automatically check LEADS for all outstanding Wants or Warrants.
- Display LEADS data on the release screen
- Ensure any internal wants or warrants entered into the JMS internally are eliminated.
- Provide a "Directors" warning message whenever a file is accessed.
- The release process must support releases due to bail, bond, and transfer to another facility, as well as system manager definition of other release types required by the Sheriff's Office. The release process must also handle temporary release for weekend-sentenced offenders, emergency leave, work release, and temporary loan to other agencies.
- As an option, provide a screen selected request for inquiry for this inmate to be run through Leads and iClear upon command, and screen pop data as returned.

2.03.5.2 Case/Charges/Sentencing Functions

2.03.5.2.1 Defining Charges

The case charges module must process all charges, sentences (both concurrent and consecutive), and various Sheriff's Office-defined jail credits. It should put the Sheriff's Office in charge of all court-related information including charges, bonds, arraignment and court dates, appearance history, etc.

Proposers should explain how Sheriff's Office staff can use this module to simplify inmate handling (e.g.,

compiling lists of offenders due in court on specific dates, due for release or reaching statutory incarceration limits, etc.).

Proposers should describe how data in this module could be modified without Proposer assistance. For example, automatic calculation of sentence and jail credits should use Sheriff's Office-controlled rules, parameters, and credit rates. Sheriff's Office staff should be able to enter new charges, charge codes, and descriptors into the database, including importing charges from standard data formats such as ASCII text files and common database formats.

Proposers should also show how the charges module simplifies data access. For example, grouping charges by related crimes to allow easier charge selection. Describe its lookup utility (code or key word search) for identifying appropriate charges when the user does not know the charge code or exact description. Describe the system's charge table and its ability to accommodate statutes from multiple agencies and jurisdictions (county, surrounding municipalities, state, and federal). Users should be able to maintain cases and group charges into cases.

Finally, Proposers should describe how the case charges module ensures appropriate incarceration times. For example, providing effective start and end dates for statutes so they may be entered or cancelled in advance. Explain how the system prevents a detainee from being released if charges are determined to have no bail. Describe the method for allowing juveniles to be charged as adult offenders for serious crimes. Acceptable charge tables or State AOIC codes will be received from time to time, and these must contain State Statutes as they change yearly within the system, as an automated process.

2.03.5.2.2 Recording Bonds

The system must be able to record bond information via a drop-down list of bonding agencies and bond types (*e.g.*, property bonds, recognizance bonds, cash bonds, etc.). The system must also support:

- A list of bond amounts associated with charges, allowing the user to enter or override standard bond amounts based on court orders.
- Defining a single bond covering multiple charges by grouping any charges together for easy manipulation or disposition.
- Maintaining a list of charges on which detainees would be eligible for Release on Own Recognizance.
- Listing offenders who are approaching their pre-arraignment time limits.

2.03.5.2.3 Managing Sentences

The system must store the original sentence and all changes to the sentence by date/time and user ID for historical purposes. Define how the proposed system supports sentence management tasks. For example:

- Track sentence time by charge, crediting for time served (pre-trial and pre-sentence time) and debiting for time served, recording sentence lengths, credits, and debits in the units specified by the courts (days, weeks, months, years, or life, or any combination thereof).

- Flexibly adapt to legal changes and apply modifications to all currently incarcerated individuals.
- Define sentence types (concurrent, consecutive, etc.) and calculate release dates for a chain of sentences.
- Allow user override of system-calculated sentence dates and amend the offender's sentence (*e.g.*, appeal, revocation of parole, recapture or escape). Also, allow the user to enter a record of breach of sentence or recalculate the attendance schedule to account for time missed or resultant penalties.
- Manage "weekender," periodic, and evening sentences and generate an attendance schedule for the offender. All reporting dates and times must be updateable, and each scheduled appearance must be recorded as it occurs.
- System must have capability to calculate time based on user assignable parameters and allow for time adjustments.

2.03.5.2.4 Record Sealing

Describe the system's mechanism to seal records under court order. This easy-to-use capability shall provide at least the following functions:

- Seal or unseal an individual booking for an offender.
- Seal or unseal all records for an offender.

Special security access shall be required for use of the seal/unseal function.

2.03.5.2.5 Expunging Records

Detail how the system equips users to expunge offender records under court order. This mechanism shall provide at least the following functions:

- Expunge an individual booking for an offender
- Expunge all records for an offender
- Special security access shall be required for use of the expungement function

2.03.5.2.6 Re-associating and Merging Records

Describe how the system equips users to re-associate a booking (and all associated information) from one offender's record to another offender, when the Sheriff's Office has determined information was recorded against the incorrect offender.

Define the system's mechanism to combine two different offenders' records into a single offender's record, when the Sheriff's Office has determined that the individual records in fact refer to the same person. This shall provide at least the following functions:

- Extensive validation checks that the offenders are not in fact different persons (*e.g.*, gender, height, weight, overlapping incarcerations, etc.)
- Ability to view photographs of both offenders simultaneously
- Automatic merge of information consistently, and without losing information.

2.03.6.0 Housing Functions

The inmate management system's ability to simplify and speed inmate recordkeeping during incarceration is a critical functional component. Proposers must describe the proposed solution's capabilities in all of the following areas:

- Up to four user-definable levels of housing within a facility, down to the bed level, including multiple permanent and temporary beds within a location. Please advise if there would be cost to additional levels to this requirement.
- List available housing consistent with the offender's classification and notify the user of conflicts in cell assignment (*e.g.*, "keep-separate" lists or security classifications inconsistent with cell type), while allowing the user to override cell assignments or conflict warnings.
- Capture an individual's history, including the housing units the offender has been assigned to during all incarcerations at the facility, and any restrictions or disciplinary actions in effect or in the history of an offender.
- Use bar code readers for electronic movement and tracking of detainees.

2.03.6.1 Inmate Classification

Proposers must indicate how the Inmate Classification module functions using:

A means for integrating a points-based Sheriff's Office-defined questionnaire for determining an inmate's security classification, and allowing user modification of questionnaires without requiring changes to workstation application programs.

This classification and assignment system must alert the operator and provide for supervisor override, when placing an inmate into an assignment that would conflict with the classification recommendation of the system.

Proposers should explain how the security classification module provides:

- Initial classification and subsequent classification reviews. Initial classification must include a Sheriff's Office-defined security assessment tool to determine appropriate housing for an offender. (The Sheriff's Office should be able to modify this tool at any time without Proposer assistance).
- Records of past security classifications, relevant data from previous bookings (incidents, threats, violence, etc.) and a history of housing units to which the offender has been assigned.
- Criteria for recommending appropriate housing units for the offender based on the security classification from the questionnaire.

- Ability for user to override the system housing recommendation while recording user data on all security overrides, along with the reason for and date of the change.
- User definition of offenders that must be held separately from one another, either as individuals or as members of conflicting gangs. Describe events that would generate a warning to the user (e.g., assignment to the same cell or work party, or movements to the same location or scheduled event).
- Detailed record of all active alerts for each offender, including when the system displays active alerts for an offender, and how long expired or inactive alerts remain available for information or reactivation (i.e. previous suicide risk).

2.03.6.2 Inmate Movement Tracking or Court Call

Define how the system tracks internal movements under the Sheriff's Office's jurisdiction (law library, recreation, courts, health, etc.).

- Schedules for inmate movement must include the offender's name, unique identifier (photo optional), offender's location and destination, and date and time the move is scheduled. Capabilities should include:
- Select numerous offenders for simultaneous relocation, including movement to an emergency location.
- User notification if a movement violates a keep separate order or conflicts with other events already on the calendar for an offender, and the option for the user to override this warning.
- Use of bar code readers to perform the data entry for offender movement using Tier based units or mobile based units for off site recording.
- Accessing an offender's last reported physical location (result of movement) and housing assignment, immediately available from any user device.

2.03.6.3 Commissary

The system shall be able to interface to an existing major third-party commissary application or allow an integrated Define the commissary application and its capabilities.

Describe the system's integrated commissary module. Please provide this as an optional module.

The system should allow each offender, not currently on restriction, to request goods and services from the jail commissary. Describe how this module interfaces with the offender trust accounting module to deduct the cost of goods and services from the offender's account and to produce a receipt for each order. In addition, the commissary module must:

- Allow certain goods to be defined as "indigent," so an offender may purchase them irrespective of his/her account balance.
- Create Sheriff's Office-customizable receipts that show cell location, receipt number, items ordered, and trust account balance before and after deduction.
- Allow the system administrator to set all prices and track/change the inventory of items, including minimum quantity reorder points.

- Deduct all fees and costs for goods from the offender's trust account.
- Disallow commissary purchases for an offender with a zero or negative balance in his/her trust account, based on Sheriff's Office-defined policy.
- Disallow purchase of out-of-stock items.
- Generate daily, weekly, monthly or yearly summary reports of commissary module by offender or housing location (block, wing, floor, etc.).
- Record the refusal of food by an inmate.

2.03.6.4 Inmate Calendars

Describe the system's ability to maintain a calendar for each individual offender, with Sheriff's Office-defined event types. These should include court dates, appeal dates, health examinations, medical or medication requirements, visitor scheduling, job training or education, work release, and other such programs. The system must detect scheduling conflicts, but allow overrides.

2.03.6.5 Inmate Trust Accounting

Describe the integrated trust accounting module's ability to manage an offender's financial accounts while incarcerated. Explain how the module provides an auditable transaction history, including the ability to reverse entries, and describe its integration with the commissary module.

Describe the Sheriff's Office's ability to specify an appropriate chart of accounts for inmate trust accounting, with a full double-entry accounting package for administering trust accounts from initial intake through release. This should include the abilities listed below.

Table 0-4. Inmate Trust Accounting Functions

Credits/Debits	Funds Management
Deposits/withdrawals from trust accounts	Encumbering/holding funds for agency-defined time periods or until manual clearance by a user
Identify source of funds	Define accounting periods (fiscal year start/end dates)
Allow negative trust account balances	Define spend able funds and reserved funds (offender welfare kit, pay-for-stay, etc.)
Process receipts and disbursements of funds	One-stop overview of offender trust accounts
Disburse to cover obligations (health co-payments, court filing fees, fines, etc.)	Print active trust account statements
Fines for offenses within the facility	Confirm at release that any remaining funds are distributed before the account is closed
Charge facility costs to trust accounts (telephone calls, postage, health care fees)	Re-open accounts if needed to process transactions after release and identify all changes as corrections
Transfer offender funds to another facility on the same server	Maintain master list of check payees, whether corporate or individual
Integrated check generation so checks can be written or printed against the trust fund account, with check logging, voiding, and reprinting	Verify general ledger balances and perform cash reconciliation for each shift
Return agency-defined amount as cash upon release, with the remainder of funds issued by check	Track month-end and year-end closing values for every general ledger account and support monthly/annual closing

2.03.6.6 Incidents, Grievances, and Appeals

The system must record any violation and subsequent punishment (restriction, reclassification, fine, sanction period, etc.) resulting from an incident, as well as any reversal of sanctions (date and reason for removal). Data shall include:

- Distribution of fees or loss of privilege information distributed to all affected modules (*e.g.*, inmate trust accounting and commissary).
- Maintaining a history of all incidents and disciplinary actions so that users can create a report on an individual or initiate searches for specific incidents or punishments or linkages between incidents and visitors.
- Maintaining a history of incidents that are the result of offender searches.
- The system should allow users to document and track the progress of an inmate grievance. It should generate alerts for grievances that have not yet been addressed.
- Proposers should describe how system design accommodates record-keeping regarding any inmate appeals.

2.03.6.7 Visitor and Mail Tracking

The system must have the ability to record visitor information and maintain histories on all visits and visitors, including the following:

Table 0-5. Data Collected for Visitors and Mail

Visit Logging	Visitor Statistics
Date, time, and length of visit User who accepted visitor into the jail Name of visitor and relation to offender Any incidents or observations during the visit Ability to search visitor within the system (<i>e.g.</i> , previous offender) and convert an existing record to a visitor record	List of approved visitors for each offender List of offenders approved for visit by a particular individual Record of incidents involving any combination of visitor(s) and offender(s) Ability to flag specific visitors as “banned” or remove such flags Visitor’s name, date of birth, address, home/work phone, drivers license, social security number and relationship to the offender, together with multiple photos of the visitor Record property and money brought into the facility by visitors for the offender Include visitors in lists of an offender’s associates
Appointments Logging	
Record all official visitors Record offender’s refusal to meet with any visitor Report on all scheduled visits in the offender’s calendar and add visitor appointments as required Notify user of conflicts in the offender’s calendar when scheduling visitors Flag visit restrictions (supervised, no-contact, etc.) or “banned” visitors	

The system must have the ability to track and catalog all mail sent to/received from an offender, including logging legal and official mail. Reports should be available on mail sent and received by offenders, including the address of the sender for outgoing mail, with comments on any piece of inbound or outbound mail.

2.03.7.0 Administrative Functions

Describe how the system administrator is equipped to accomplish the following easily, without Proposer

assistance, and without requiring changes to the application program or client workstation configuration:

- Change workflow task sequences, and workflow role authorities.
- Add, remove, change, or re-order drop-down choices.
- Create new documents, questionnaires, and reports.
- Add mandatory fields and field validation rules.
- Configure automatically generated identifier formats and values.
- Change charge codes and formats.
- Define age thresholds for adults and juveniles, and allow juveniles to be charged as adult offenders.
- Add, remove, change, and/or schedule changes to good time rates.
- Define property lists, property locations, and storage locations.
- Define or change facility locations and their attributes.
- Provide automated unattended reports that may be scheduled and run without operator attention, or may be emailed to specific email addresses.
- Provide automatic system cleanup and maintenance while un-attended.
- Provide email or text alerts when system failures occur, or are in need of maintenance.
- Define or change security authorities and role associations.

The system must include three categories of data entry elements: system mandatory, agency mandatory, and agency discretionary. It must require that mandatory fields be entered before the task can be completed.

The system must support multiple facilities, and must be able to incorporate policy differences between facilities.

2.03.7.1 Configuring Workflow

The system's configurable workflow must increase effectiveness of personnel and reduce training times. Describe the way the workflow system supports the following capabilities:

- User-definable and configurable to both ensure common workflow across the entire Sheriff's Office operations, and to define facility-specific and role-specific workflow as needed.
- Automatic sequencing between data entry screens (e.g., backwards and forwards), plus access to any authorized screen at any time without stopping the workflow task ("free play").
- Role-based automatic kickoff of other workflow tasks, such that only appropriate staff can be assigned corresponding workflow tasks.
- Ability to suspend, re-assigns, and/or cancels workflow tasks at any time, as needed.
- Differentiate time-sensitive tasks, and produce appropriate warnings or messages when tasks are not completed within a configurable time period.

- Easy auditing of all activities, including reporting on the tasks performed by location or by offender, and the date/time and user who performed the tasks.

2.03.7.2 Insuring Accountability (Audit Trails)

The system must provide full audit trails of all changes to offender and user records, including at least the following information: date/time of change, user who made the change, information changed.

The system will also automatically record all user prompts, warnings, and advisories, and all user responses to such messages, whenever such prompts, warnings, and advisories may affect the safety of users or offenders.

Furthermore, the system will track accesses to offenders, to allow the Sheriff's Office to identify users who are inappropriately accessing offender information.

Describe the standard reports that allow Sheriff's Office administrators to review user actions with respect to a specific offender for a specified period, or to review all user actions for a specified period.

2.03.7.3 Using Stored Images for Lineup/Mug book/Posters

Images should appear on-screen with inmate records wherever appropriate to assist Sheriff's Office staff in confirming the individual's identity. In addition, stored images should be usable in the following tasks.

- **Lineup Capability:** User-configurable on-screen and printable line-up capability, able to incorporate 3-12 photos on form and automatically populating physical criteria similar to the selected offender so as to retrieve offenders with similar characteristics. Describe additional lineup functions or benefits.
- **Mug book Capability:** Allows users to find offenders matching specific physical characteristics and view photos of those individuals. Users should be able to print the photos (only those viewed, or all in the mug book). This capability should include creation of an audited record of all selected/viewed photos.
- **Wanted Posters:** User-configurable "wanted poster" capability (DHTML document), automatically populated with common offender information, and user-editable for special text fields. Users should be able to save the wanted poster associated with the offender for later retrieval and reprinting. Allow for user configured information and pictures including email of watermarked mug shots from the system. The distribution of these mug shots, along with a pre-designed bulletin should have an audit trail for record of distributed mug shots outside the system.

2.03.7.4 Writing Reports

The system must have a report writing module, or include a third-party reports package, that allows the Sheriff's Office staff to produce a wide variety of standardized and ad hoc reports, customizable without programming or Proposer assistance. The system should have the option of exporting reports to PDF, Excel, Access, and other established formats in a standard and easy process. Proposal shall list all standard reports (included with the system at no additional charge). Proposal shall also describe ad hoc report capabilities available through the report wizard capability.

All pre-defined reports and agency-designed reports must be available for point-and-click access via a drop-down list or standard Windows selection box, without entering complex path names. The Sheriff's Office staff must be able to create additional standard reports using third-party reporting tools such as Crystal Reports without requiring changes to the application. Reports must be capable of displaying offender, visitor, and/or other photographic images. Reports must be publishable within the system so that any appropriately authorized user can initiate the report.

The system must provide events logs for each individual facility as a whole, for each module within a facility, and for each individual offender. Users must be prevented from altering previous entries in a log, but must be able to add amplifying or corrective information to log entries later, with the addition clearly indicated as a subsequent change to the log. Users must be able to produce daily or end-of-shift logs from any of the facility, module, or offender logs.

Reporting writing must be managed similar to the CABS arrest Booking system in that reports can be transmitted to management for approval.

There currently exists a vast array of log books used in the DOC for logging events on the tiers and other locations within the DOC. It is the intention to automate all of these processes and have our staff perform these duties on-line. It shall be the responsibility of the Proposer to familiarize themselves with all of these logging requirements and to insure that they are integrated in a practical and efficient manner into the new JMS system.

2.03.7.5 Defining Documents and Questionnaires

Proposers should describe the number and type of Sheriff's Office reports, documents, and questionnaires they will incorporate into system software prior to delivery or during installation (if this service is provided). In addition, the Sheriff's Office must be able to define and add its own documents and questionnaires to the system interactively. The system must provide at least the following functionality:

- Documents and questionnaires must automatically populate with offender, user, and system information as needed.
- When saved, documents and questionnaires must be automatically associated with the offender and retrievable when viewing the offender's records.
- Information entered automatically and/or manually into a document/questionnaire must be saved as part of the document/questionnaire, such that retrieval does not require regeneration of the document. Such information must be capable of being automatically extracted for statistical purposes at a later time.
- Sheriff's Office administrators must be able to create or modify documents and questionnaires without requiring changes to the application program.
- The system should be capable of automatically spell-checking all multi-line text fields. System administrators should be able to disable the spell-checking feature, if desired.
- An optional system to scan all documents that are received in the receiving process should be included as an option to this proposal. The Proposer must determine what areas where inmate related documents are collected or received by mail, and an adequate number of scanning stations shall be proposed to allow a paperless transfer of these documents to an appropriate and secure area within the new system. The security, indexing, permission to view, and retrieving of these images shall be detailed

as options in this proposal. The equipment and scalable equipment required for this option shall be quoted separately.

2.03.7.6 Searching for Offender Data

The system must allow a wide range of flexible agency-defined search criteria in any combination to retrieve offender information from the system.

- At a minimum, the system must support searching for offenders by the following criteria, in any combination: Last Name, First Name, Middle Name, Offender ID, Booking Number, Booking Date (or date range), FBI Number, State ID, Social Security Number, Driver License Number and State, Age (or age range), Date of Birth, Charge Category, Ethnicity, Race, Sex, Height (or height range), and Weight (or weight range).
- The system must support partial name searches, sound-alike name searches and wildcard name searches.
- As an option, image scanning and photo identification should be offered.

2.03.7.7 Defining Information Attributes

The system design should empower users to make appropriate changes to enhance the efficiency of daily operations. For example, it should provide the capability of creating user-definable attributes for offenders and bookings to meet agency-specific requirements. Administrators should be able to define whether these attributes are to be recorded against an offender in general or against a specific booking of an offender. Attributes should be definable as “lookup” text (where the user is provided with a pick list), date or date/time information, or simple free text.

2.03.7.8 Tracking Head Count/Muster Status

The system must designate an offender as “on muster” (part of the facility head count) based on incarceration status. The incarceration status will be agency-defined, with a simple workflow-driven release procedure for removing individuals from the muster.

The system must automatically aggregate the results of individual muster checks/head counts (at agency-defined levels such as cell, block, unit, wing, floor) to produce an overall facility muster report based on a specific time. The system must record the last time each offender was counted or moved and use bar code readers to automate offender count. The scanning and counting pursuant to this option should be integrated into the bar code function.

2.03.7.9 Defining Housing Criteria

Describe the system administrator’s ability to configure housing location code tables to match the physical/operational capacity of the facility. Tables should allow for information about design and operational capacity, including configurable cell occupancy capacity.

The system should also:

- Track disciplinary actions by location for use in housing assignment decisions.
- Maintain accurate population counts and provide a roster of offenders and their locations.
- Generate lists of individuals to be released based on agency-defined parameters.
- The system must facilitate offender lockdown by allowing immediate bulk movement of all offenders currently in any location to their respective assigned cells with a single action. The user should not have to move each offender individually to his or her cell one at a time in the case of a lockdown.

2.03.7.10 Controlling System Access and Security

The system must provide for dynamic, role-based security access controls for the systems administrators and all users. Based on user roles, individual modules must have at least the following security restrictions: no access, read-only access, create access (no-edit), and update access. The system shall provide a means to require special authority to access juvenile offender records for juveniles or current adult offenders.

Describe how user authorizations are controlled through login and password functions. The Sheriff's Office must be able to specify password access parameters, including at least: password expiration period, prohibit reuse of previous passwords, required mix of alpha and numeric characters, and minimum password length. Passwords must be encrypted.

Describe users' ability to have multiple roles in the system, associated with different facilities, units, or other locations. Roles may have different authorities on offenders based on an offender's current housing location. The system will allow roles to be scheduled to take effect (or to expire) at specific dates and times.

2.03.7.11 Billing Other Agencies

The system must provide for inter-agency billing and contract management (*e.g.*, a county jail housing federal prisoners under contract), including invoicing, payment recording, and reporting.

There must be the capability to incorporate billing parameters and necessary fields to capture all billable days and services, such as parole violators, that are eligible for reimbursement from the state, transfers, daily fees, and all possible fees that are or may be billable to the State, Arresting Agency, Inmate, Cell or other damage billing, or Service provider, insurance company, commissary account, including but not limited to all such billings that occur or are being discussed in the Jail Management Community.

2.03.8 Technical Support Functions

The Sheriff's Office considers the inmate management information system as a mission-critical tool for jail operations. The usability, reliability, and maintainability of this product are, therefore, crucial factors in the purchase decision. Proposers should supply information on all of the following subjects.

2.03.8.1 On-line Training

Describe the on-line training functions supplied with the system. Indicate whether the on-line training is sufficient or whether Proposer recommends additional training classes, and whether such classes require a

dedicated, separate training system or workstation.

2.03.8.2 On-line User Help

Proposers should indicate what level of on-line help is available to users and system administrators.

2.03.8.3 High Availability and Mission-Critical Functions

Proposers should detail how the system design ensures high availability around the clock. They should also describe what level of functionality remains available to users at client workstations the server should be off-line for any reason.

2.03.8.4 Upgrade Installation and Training

Proposers should describe the typical frequency of standard product upgrades. They should also define method and amount of downtime needed for installing upgrades on the server and how upgrades are distributed to client workstations. Finally, they should describe the additional training and documentation typically supplied with upgrades.

2.03.9 Proposal Evaluation

Questions will be addressed to each Proposer based upon their Proposal, and each finalist will attend a one-day interview and present a software demonstration at the Sheriff's Office. Finalists will be expected to answer the list of questions the Sheriff's Office provides and to present a professional technical and functional demonstration of their system. Finalists' presentations should highlight essential aspects of their proposal. Following Proposer interviews, the Proposal Review Committee will reach consensus and make a final recommendation to the County Board. Particular criteria for evaluation will include the following:

- The technical section will be worth 75 percent of the total score. Rating will consider the Proposer's response to the necessary capabilities. Proposers will be judged in each of the following areas: project approach, exceptions (if any), demonstration of system capabilities, project evaluation methodology, Proposer Questionnaire, Proposer technical capabilities and background, corporate experience, and installed site references.
- The pricing section will be worth 25 percent of the total score. The evaluation will include an audit of the mathematical computations used, if any, to derive the total cost of the proposal. The Proposal Review Committee will record total Proposer costs on a cost matrix for consideration.

The Sheriff's Office reserves the right, and may in its sole discretion, exercise the right and option to conduct investigations with respect to Proposer qualifications; to exercise its discretion and apply its judgment with respect to any aspect of the RFP, the evaluation of Proposals, and the negotiations and award of this Contract; and to recommend the Proposal that best satisfies the overall interests of the Sheriff's Office (not necessarily on the basis of price or any other single factor).

PART III:GENERAL CONDITIONS AND EXECUTION FORMS

**ATTACHMENT A:
COOK COUNTY CERTIFICATIONS AND EXECUTION
FORMS**

INDEX

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 QUALIFICATIONS ITEMS 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 SHERIFF'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 or 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 II 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 customers/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 SHERIFF'S OFFICE 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 SHERIFF SHALL, IN THE SHERIFF'S DISCRETION, CONSTITUTE CAUSE FOR PROPOSAL DISQUALIFICATION.

E.OTHER INFORMATION AS NEEDED–TO BE DETERMINED BY THE SHERIFF’S OFFICE

1. Company Experience with Programs of Similar Size and Scope

- Provide date that company began providing services offered in this Proposal and a short history of range and types of services offered by the company.
- Describe the types of clients and geographic areas served by the company.
- Submit a sample maintenance agreement.

B. Company’s Leadership and Assigned Personnel.

- List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.
- Submit resumes for key personnel to this project, including a description of any key individual’s specialized experience. These individuals can be both managerial and technical.

2. Subcontractor Information

- Identify all Subcontractors and their specific responsibilities as required in Part I, Section 1.07for each proposed Subcontractor.
- Attach a letter of confirmation from each proposed Subcontractor indicating 1) Subcontractor’s willingness to contract with the primary firm for this engagement and 2) the Subcontractor’s qualifications to provide the specific Deliverables they are identified by the Proposer to provide under the Contract.

3. References

- Provide a list of no less than three business references or other organizations for similar operational systems. Use the following format for submitting reference information:

Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person Name and Title: _____
Date of Implementation: _____

4. Other Information

- Provide any additional information deemed relevant to the analysis of the RFP that was not specifically requested in the above questions.

The Sheriff's Office reserves the right, and may in its sole discretion, exercise the right and option to conduct investigations with respect to Proposer qualifications; to exercise its discretion and apply its judgment with respect to any aspect of the RFP, the evaluation of Proposals, and the negotiations and award of this Contract; and to recommend the Proposal that best satisfies the overall interests of the Sheriff's Office (not necessarily on the basis of price or any other single factor).

ATTACHMENT C: PROPOSER REGISTRATION FORM



THE COOK COUNTY SHERIFF

Budget Office

69 West Washington Street, Suite 840

Chicago, Illinois 60602

Telephone (312) 603-0044

Facsimile (312) 603-9806

REQUEST FOR PROPOSALS FOR JAIL MANAGEMENT INFORMATION SYSTEM

PROPOSER REGISTRATION FORM

NOTE TO PROSPECTIVE PROPOSERS: BY COMPLETING AND RETURNING THIS FORM TO THE SHERIFF'S OFFICE, ON OR BEFORE OCTOBER 19, 2007, YOU WILL RECEIVE ANY ADDENDA ISSUED BY THE SHERIFF'S OFFICE WHICH EITHER REVISE THE DATES FOR SUBMITTAL OF PROPOSALS, RESPOND TO QUESTIONS SUBMITTED BY OTHER PROSPECTIVE PROPOSERS, OR WHICH SUPPLEMENT OR CHANGE THE REQUIREMENTS SET FORTH IN THE REQUEST FOR PROPOSALS. THIS FORM MAY BE RETURNED BY FAX TO THE NUMBER SPECIFIED ABOVE.

IF YOU FAIL TO SUBMIT THIS FORM, YOU WILL NOT BE ENTITLED TO ANY OF THE ADDENDA, IF ISSUED, AND ANY DEFICIENCY IN YOUR PROPOSAL RESULTING FROM SUCH FAILURE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL FROM CONSIDERATION, IN THE DISCRETION OF THE BUREAU. SUBMISSION OF THIS REGISTRATION FORM DOES NOT OBLIGATE YOU TO SUBMIT A PROPOSAL.

NAME: _____

ADDRESS: _____

NAME OF DESIGNATED REPRESENTATIVE FOR PURPOSES OF THIS RFP:

PHONE: _____

FAX: _____

EMAIL ADDRESS: _____

ATTACHMENT D: GENERAL CONDITIONS

CONTRACT FOR SERVICE
PART II
GENERAL CONDITIONS
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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

ATTACHMENT E: COST PROPOSAL FORM

ATTACHMENT E: COST PROPOSAL FORM

PROPOSAL PAGE

The Proposer declares that it has carefully examined the Request for Proposal documents, the Proposal Forms, General and Special Conditions and Specifications identified as the **JAIL MANAGEMENT INFORMATION SYSTEM PROPOSAL** as prepared by the Sheriff's Office and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

ITEM NO./DESCRIPTION

BASE PROJECT COST PROPOSAL

1. The Base Cost for all system Required Hardware, Software, Conversion, Installation and Training for this project.

\$_____

2. Term of system support and warranty, based on a 24/7 one hour response time, other than peripheral equipment, included in the Base Cost of the System in 1 above.

Months from System Full Acceptance _____

3. Annual Cost for M-F 9-5 Support, after the initial warranty period, per year for the entire system other than Peripherals.

\$_____ Annual Cost

4. Annual Cost for 24/7 Support, after the initial warranty period, per year for the entire system other than Peripherals.

\$_____ Annual Cost

OPTIONAL ITEM COST PROPOSAL

1. Bar Code Option in 2.04.2.3.2.

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

2. Finger Print Entrance and Exit in 2.04.2.3.2

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

3. CABS Integration.

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

4. Inquiry Option in 2.04.5.1.1.

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

5. Cash Collection Terminal in 2.04.5.1.3

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

6. User Defined Levels as in 2.04.6.0

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

7. Commissary Connection as in 2.04.6.3

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

8. Scanning Option as in 2.04.7.5

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

9. Image Scanning Option as in 2.04.7.6

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

10. Time Keeping Option as in 6.e

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

11. Employee Discipline Option as in 6.g

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

12. Portal Option as in 7.

Installation with Initial Warranty Cost	\$ _____
Annual Maintenance Cost After Initial Warranty	\$ _____

GRAND TOTAL: \$ _____

SERVICE DATE:

(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)