

**KENDALL COUNTY, ILLINOIS AND THE
KENDALL COUNTY SHERIFF'S OFFICE**

INVITATION TO BID (ITB)

**ELECTRONIC MONITORING EQUIPMENT AND
SERVICES**



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INVITATION TO BID

ELECTRONIC MONITORING EQUIPMENT AND SERVICES

Introduction

On behalf of Kendall County, Illinois and the Kendall County Sheriff's Office (hereinafter collectively referred to as the "County"), I invite you to submit a bid in accordance with the Bid Guidelines and Bid Specifications for the products and/or services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project. **Please take note that this Invitation to Bid ("ITB") is for electronic monitoring equipment and services.**

All questions should be directed in writing to:

Commander Jeanne Russo
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
jrusso@co.kendall.il.us
(630) 553-7500 x 1104

Any questions received shall be answered at the discretion of the County. Replies will be issued to all Bidders of record in writing and will become part of the ITB Documents. Questions will not be responded to by oral clarification. However, any oral clarifications or interpretations provided shall be without legal effect.

All questions must be submitted in writing at least seven business days prior to the submittal deadline.

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ATTACHMENT A - INSTRUCTION TO BIDDERS

A. Pre-bid Facility Tour:

A pre-bid meeting will be held on Feb 11, 2021 at ____ 10__ a.m. the Kendall County Sheriff's Office, 1102 Cornell Ln, Yorkville, IL 60560 to allow for a tour of the facilities and the observance of the equipment and locations where the electronic home monitoring equipment will be fitted and/or serviced. All potential bidders are encouraged to attend.

B. Availability of ITB Documents:

Bidders shall receive a copy of the Instruction To Bidders, ITB Guidelines and Scope of Services, General Terms and Conditions for Final Contract Documents, Bid Form and all addenda issued by the County (hereinafter referred to collectively as "ITB Documents"). Bidders should examine the ITB Documents and the described site to obtain first-hand knowledge of all existing conditions. Extra compensation will not be given for conditions, which can be determined by examining the ITB Documents and site.

All ITB Documents issued will be available at the Kendall County Sheriff's Office or online at <http://www.co.kendall.il.us/call-for-bids/>. Bidders are responsible for reviewing the website and obtaining any addenda issued prior to the submittal date.

C. Bid-Format of Bid Responses: This section outlines the bid-format and information to be provided by the bidder. In accordance with state law, the County will award the contract to the lowest responsible bidder, and the format and information requirements will help the County to determine the lowest responsible bidders. Any bidder not providing the required information, or not conforming to the format specified in all material respects, may be eliminated from consideration at the sole discretion of the County. The County strongly prefers concise responses to the information requested. The use of tables, graphics, and bulleted lists, where appropriate, is strongly encouraged. All bids must include all of the following information at a minimum:

1. **Additional or Alternative Options:** As set forth herein, the bidder may offer additional or alternative options, but these should be clearly indicated and separate from the response to this ITB.
2. **Cover Letter:** Bidder must provide a cover letter prepared on the bidder's business stationery. The purpose of this letter is to transmit the bids, so it should be brief. The letter should contain a statement that the bidder is responding to the County's ITB. The cover letter must also include all of the following information:
 - a. A statement that the attached bid is complete as submitted;
 - b. A statement that all terms and conditions contained in the bid are valid for at least 90 calendar days after the date and time set for opening of the bids; and
 - c. The cover letter must be signed by a representative who is authorized to contractually obligate the bidder or consortium of bidders.
3. **Technical Proposal Requirements:** The bidder must provide a comprehensive bid, which Bid includes all of the following:
 - a. **Basic Company Information**
 1. Company name, mailing address, telephone number, fax number, website address (if any), and e-mail address;

2. Contact person's name and contact information;
3. Type of organization;
4. Total number of staff;
5. Underlying philosophy of bidder's firm in providing the services requested;
6. A description of the Bidder's financial ability to provide services and fulfill the contract terms and conditions;
7. A brief description of the bidder company's history including the number of years in business providing similar services;
8. Bidder's policies (administrative and operational) that would be associated with this project; and
9. Bidder's experience providing the services requested.

b. Bidder's Professional References

1. The bidder must provide a total of three (3) professional references. The references must be of similar project scope. References must be currently under contract or a contract completed within the past five (5) years. The references should include the following:
 - Contract name/location/owner information;
 - Contact person's name, telephone number, mailing address, and email address, if any;
 - Start, finish and/or anticipated completion date of work;
 - Description of all services provided;
 - Contract monetary value.

c. Financial/Legal

1. A copy of Bidder's State of Illinois business license or certificate of good standing.
2. Bidder must provide insurance coverage certification.
3. Bidder must provide a copy of all pertinent licenses and certifications, which are required in the performance of this work.
4. Bidder must provide a statement of all legal actions currently pending or threatened against the bidder relating to current or past service and any actions brought against bidder within the last five (5) years directly related to the service to be provided.

d. Contract Start-up/ Transition Plan

1. A detailed description of the bidder's approach to start-up services to be provided to the County.
2. A detailed description of the bidder's organizational ability to start-up the services to be provided to the County.
3. A detailed description of bidder's proposed implementation plan to include all necessary training and technical support for County staff to fully implement the use of bidder's equipment and services.
4. A detailed description of bidder's proposed transition of the County's existing services to the bidder's proposed services.
5. A detailed description of what problems might reasonably be expected and bidder's suggestions as to how bidder and the County should handle these matters.

e. Proposed Services and Cost

1. Bidder's bid must include a breakdown of all proposed services and the proposed costs/expenses for each proposed service.
2. All proposals shall provide a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. All variations to the stated specifications must be described in detail (free from ambiguity).
4. Bidder must include a statement confirming that all pricing information submitted in the bid will be honored by bidder for at least 90 calendar days after the date and time set for opening of the bids and thereafter until withdrawn by written notice received by the County. Bids may not be modified, withdrawn or cancelled by the bidder during this time period.
5. The bidder must have an authorized representative sign in the corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature. Both must be complied with for the bid to be valid.
6. The individual signing the bid documents for the bidder shall initial all erasures or corrections.

f. Bid Form: The bidder must complete and return the enclosed bid form.

D. Submission of Bids

All bidders must submit one (1) original and two (2) copies of their bid in a sealed package plainly marked in the lower left-hand corner "**Electronic Monitoring Equipment and Services Contract Bid.**" Failure to submit a sealed bid in a properly marked package may eliminate the bid from consideration.

The bid must be addressed to:

Kendall County Sheriff's Office
Attn: Commander Jeanne Russo
1102 Cornell Lane
Yorkville, IL 60560

Sealed bids must be received by The County no later than 4:00 P.M. CST on FEBRUARY 25, 2021 ("Due Date"). Bids received after the Due Date will not be considered.

The following will apply to all bids received:

1. All bids must be comprehensive and complete for the services requested. Accepted bid shall be contracted by the County for the total of the submitted bid. The County will not be responsible for any additional charges above the accepted bid unless additional services are negotiated and accepted by the County by addendum to the original contract. Failure to provide detailed responses will result in the bidder being eliminated from award of contract consideration in the sole discretion of the County.
2. Bids shall be deemed a firm offer continuing for ninety (90) calendar days after the date and time set for opening of sealed bids, unless, upon County's request, the bidder agrees to an extension. Bids may not be modified, withdrawn, or cancelled by the bidder during this time period.
3. The County will not be responsible for any expenses incurred by the bidder in preparing

- and submitting bids.
4. All bidders must be appropriately licensed and authorized to conduct business within the State of Illinois.
 5. The failure of a bidder to promptly supply information requested in this ITB or other information subsequently requested may result in the bidder being eliminated from consideration.
 6. Discussions may be conducted with bidders who submit bids determined to have a reasonable likelihood of being the lowest responsible bidder. However, a bid may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this ITB should be included in the bidder's response.
 7. Bidders who submit a bid in response to this ITB may be required to make an oral presentation of their bid.
 8. The contents of the bid submitted by the successful bidder(s) and this ITB (as well as the necessary contract terms and conditions contained herein) will become a part of any contract awarded as a result of these specifications. The "GENERAL TERMS AND CONDITIONS BIDDER MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" must be agreed to by each bidder and incorporated into any final contract/agreement.
 9. The County reserves the right to request clarifications or corrections to bids.

E. Opening Bids and Awarding Agreement

Bids will be opened and publicly read on February 26, 2021 at 10:30 A.M CST in the Kendall County Sheriff's Office located at 1102 Cornell Lane Yorkville, IL 60560. Bids will be evaluated and an award, if any, will be made in accordance with the ITB section titled "Selection Criteria" below.

The purpose of this ITB is to solicit responses from qualified individuals/bidders for the procurement of services and/or supplies as set forth herein.

F. Property of the County

The Bidder acknowledges that all bid materials become the property of the County and, as such, may be available to the public. By submitting a bid, the Bidder acknowledges that the County's decision is final, binding, and conclusive upon the Bidder for all purposes.

G. Errors and Omissions

The Bidder is expected to comply with the true intent of this ITB taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the County. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the County in writing, and the County will issue written corrections or clarifications as Addenda. The bidder is responsible for the contents of its bid and for satisfying the requirements set forth in the ITB. Bidder will not be allowed to benefit from errors in the document that could have been reasonably discovered by the bidder in the process of putting the bid together.

H. Reserved Rights

The County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in ITB; (2) to supplement, amend, or otherwise modify the ITB, without notice; (3) to request additional information from bidders; (4) to reject any or all bids; and (5) to waive minor defects and technicalities.

The awarded Bidder will be an independent contractor. The Bidder is not, and will not be, an employee or agent of the County.

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INVITATION FOR BID FOR “Electronic Monitoring Equipment and Services Contract”

ATTACHMENT B _- BID GUIDELINES

- A. **PROJECT SCOPE:** The County has issued this Invitation to Bid (ITB) for the sole purpose of obtaining bids from qualified individuals or firms to establish a contract, through competitive bidding, for the procurement of services and/or supplies as set forth herein.

All requests, responses, and inquiries will be conducted by the County, all subject to a final agreement executed by the Contractor (Bidder) and the County (hereinafter referred to as “the Agreement”).

- B. **SCOPE OF SERVICES:** The County is seeking competitive bids for the following services to be provided to the County effective March 23, 2021 through Nov 30, 2022, renewable annually by mutual agreement:

1. **ELECTRONIC MONITORING SOLUTION | EXPERIENCE, QUALIFICATION AND LICENSING REQUIREMENTS:**

At a minimum, the Contractor shall:

- Have conducted business continuously in the Electronic Monitoring (EM) Offender Tracking Industry, for a minimum of five (5) years, immediately prior to the bid submittal date.
- Currently be providing services directly to United States (U.S.) government law enforcement and/or correctional agencies under a paid, per diem contract.
 - These services shall include Global Positioning System (GPS) or Radio Frequency (RF) tracking, monitoring, crime scene correlation mapping software, and monitoring center support that is in use and installed on clients.
 - This experience must have occurred continuously over the past 36 months prior to the bid submittal date.
- Be the Original Equipment Manufacturer (OEM) of the monitoring device and related tracking software and accessories.
 - The County will not consider any subcontractor/subcontracting of services.
 - The County will not consider the cumulative mutual experience of both a Prime Contractor and Subcontractor or a joint venture of two or more companies for the bid evaluation.
 - Note: Any time spent doing beta testing of equipment or software shall not count toward the above-referenced experience requirements.
- The Contractor’s devices shall be manufactured in an International Organization for Standardization (ISO) 9001-2015-certified facility. The Contractor shall provide the County with a copy of the certification.
- The Contractor shall be currently registered and approved by the Federal Communications Commission (FCC), evidenced by an issued FCC number.

2. **ELECTRONIC MONITORING SOLUTION | CONTRACTOR RESPONSIBILITY REQUIREMENTS**

The Contractor's place of business and its monitoring services and data center facilities used for electronic monitoring services shall be located within the United States and must/shall:

- Monitor, track, collect and record, in a Central Monitoring System, all movement and location data of enrollees assigned to a monitoring device, 24 hours per day, and 365 days per year.
- Provide daily reports of each enrollee's tracking activities, including technical violations, to designated County staff via email, or other designated County methods for all enrollees assigned to a monitoring device.
- Provide notification alerts via telephone call, text message, and/or email for all alerts/notifications as specified by the County.
- Provide unlimited use of the Contractor's software system to be able to instantly request the enrollee's monitoring GPS device data to receive the most recent near real time location.
- Provide near real-time, user-friendly unlimited access to the data, allowing the staff, the agents and local law enforcement agencies to access and view up to the minute data for investigative, compliance, and criminal behavior analysis of enrollees assigned to a GPS device.
- Provide the Central Monitoring System computer hardware and software necessary for the operation and continuous monitoring of the GPS device and data storage 24 hours per day, 365 days per year.
- Ensure that all information attained relative to the provisions of the Agreement remains confidential in accordance with the highest of industry standards, federal regulations, state laws, and the County's policies and procedures, as amended.
- Provide training for the staff, the agents, and local law enforcement stakeholder personnel as deemed necessary by the County. The Contractor shall provide all training relating to the use of EM equipment, software, troubleshooting, crime scene correlation, analytics, hardware/software updates, and report analysis.
- Include at no charge to the County all items considered to be consumable for the attachment and use of the Contractor's hardware. Consumables include, but are not limited to, items such as straps, clips, and charging cords.
- Provide unlimited access/use to the County and local law enforcement of all available features of the Contractor's software system and database as approved by the County.
- Provide the ability to query, through the internet, Contractor software and all devices assigned to the County. The listed data, at a minimum, should include the unit number, status of unit (operational or inactive) assigned location, and enrollee.

3. ELECTRONIC MONITORING SOLUTION | GENERAL HARDWARE EQUIPMENT REQUIREMENTS

a. GLOBAL POSITIONING SYSTEM (GPS) GPS MONITORING DEVICE

i. GENERAL GPS DEVICE REQUIREMENTS

At a minimum, the Contractor's GPS device must/shall:

- Be a one-piece, single body worn device.
- Be manufactured to allow for repeated proper sanitization.
 - The Contractor shall provide instructions to sanitize the GPS Device, including recommended cleaning agents and methods.
- Not be available as an open market item, to include accessories.
- Meet the highest levels of ruggedness, durability, and performance.

- Be the latest version that has proven reliable technology from the manufacturer within the past 24 months.
- Meet market safety standards and present no health or safety hazards to staff and/or enrollees.
- Not pose a safety hazard nor unduly restrict the enrollee's activities.
- Be enclosed in a sealed hypoallergenic case that is resistant to shock, water, corrosion, chemical solvents, and detergents and function reliably under normal atmospheric environmental conditions.
- Not have any sharp edges or be designed not to cause excessive chafing or bruising.
- Be small, light, and not restrictive and can be attached to the enrollee in a manner that will not impede normal activities or work.
 - It shall attach around the ankle of the enrollee and weigh no more than eight (8) ounces inclusive of all clips, straps, case with all batteries, etc. as required for a fully functioning GPS device installed on an enrollee.
- Not be removed to report monitoring data or charge the battery.
- Attach around the enrollee's ankle with a disposable, tamper-resistant strap designed for one-time use.
- Tested to standard IEC60529, submersible in water for a minimum of 30 minutes and to a specification for depth declared in excess of 50 feet. The GPS device must continue to operate after submersion.
- Be shockproof and detect intentional abuse of the device.
- Be marked with model/serial identification numbers that will not change colors or lose labeling after being exposed to common cleaning products.
- Possess non-erasable and program identification.

ii. GPS TRACKING REQUIREMENTS

At a minimum, the GPS device must/shall:

- Be equipped with a reliable secondary location technology to determine the enrollee's current location.
- Track an enrollee 24 hours per day, 365 days per year and shall be able to confirm the date, time, and location of the tracking event.
- Be configured at a service level that collects a tracking point at least once every minute, regardless of violation status or enrollee compliance.
- Report in to the Contractor's Central Monitoring System at least every ten (10) minutes and immediately report all violations to the central computer database.
- Collect GPS data every 15 seconds at the request of the County or when in violation.
- Have location map data that must update every 30 seconds at the request of the County during active location investigations without further County request until investigation is concluded.
- Be remotely contacted to force the GPS device to instantly locate and call back with its data immediately.
- Acquire GPS within two (2) minutes when placed in an outdoor environment.

iii. EQUIPMENT COMMUNICATION REQUIREMENTS

At a minimum, the GPS device must/shall:

- Have communication to and from the device that is encrypted.

- Be available on multiple cellular carriers, allowing for overall coverage throughout the Agency's jurisdiction.
- Be equipped with Multi-Network Roaming capabilities that communicate with the Contractor's Central Monitoring System.
- Have the option of communicating with a landline-based receiver to upload location and alert information to the Contractor's Central Monitoring System for areas not covered by cellular networks without removing the device from the enrollee.
- Incorporate non-volatile memory that is capable of storing at least ten (10) days of data (with date and time of occurrence) at a collection rate of one (1) point per minute, in the event cellular communication between the GPS device Central Monitoring System application or database experiences a disruption.
 - The GPS device shall be capable of retaining unreported events and report them once power/cellular networks have been restored, including date and time of occurrence.

iv. BATTERY REQUIREMENTS

At a minimum, the GPS device must/shall:

- Re-charge the battery to a maximum capacity (100% charge) in two (2) hours or less.
- Send a signal indicating a low device battery condition exists, a minimum of eight (8) hours prior to battery failure.
- Be equipped with an electronic charger unit that uses a wall electrical outlet power source (alternating current) with a charging cord of a minimum of six (6) feet long and a separate vehicle charger (direct current) source to recharge the battery.
- When the battery is charging, the GPS device shall continue to operate collecting GPS data and communicating over the cellular network.
- Also, at a minimum the GPS device battery must/shall:
 - Power the GPS device for at least 48 hours on a single charge from a non-removable battery, while receiving one GPS location point per minute and reporting into the Contractor's Central Monitoring System at least once every ten (10) minutes.
 - Hold a single charge for a minimum of 48 hours while, performing one (1) minute GPS acquisitions and downloading data to the Contractor's Central Monitoring System at least once every ten (10) minutes without additional accessories.
 - Be permanently sealed within the GPS device case and non-removable.
 - Guarantee an operational life cycle of not less than twelve (12) months.

v. ALERT/NOTIFICATIONS REQUIREMENTS

At a minimum, the GPS device must/shall:

- Have an alert feature for the County's agent to contact the enrollee.
- Immediately report all violations to the Contractor's Central Monitoring System, using nationwide cellular networks.
- Immediately notify the Contractor's Central Monitoring System of any case tamper, strap tamper attempt or removal from an enrollee's ankle.
- Communicate to the enrollee by vibration/tone of the GPS device for low battery alerts.
- Store up to 150 zones onboard the device so that zone violations can be immediately reported regardless of the call-in frequency.
- Store all zone information in its built-in memory allowing it to immediately determine if the enrollee violated a zone, without assistance of the Central Monitoring System.
- Detect and record an alert with immediate notification for strap tampers, removal tamper, loss of communication, no GPS, low battery, and critical/shutdown battery.

- Detect and record an alert with immediate notification for inclusion/exclusion zone violations.
- Detect and record an alert with an immediate notification to detect GPS shielding.
- Detect and record an alert with an immediate notification to detect interference and/or jamming of the cellular and/or GPS signal.

vi. STRAP REQUIREMENTS

At a minimum, the GPS device must/shall:

- Have straps that are disposable, designed for one-time use and be designed so that if an enrollee cuts, severs or otherwise compromises the integrity of the strap, an alert is generated.
- Have straps with exterior surfaces made of hypoallergenic materials and be adjustable in length to fit all enrollees.
 - All straps designed to attach equipment to an enrollee shall have the capability to be securely sized and attached to an enrollee. If straps are pre-sized, they shall be immediately available in one-half inch increments or less.
- Be designed that upon installation, items including, but not limited to, clips, snaps, pins, and/or connectors, will breakaway and become unusable if the device/strap is removed by the enrollee to prevent damage to the device or enrollee.

vii. ADDITIONAL ACCESSORY REQUIREMENTS

At a minimum, the GPS device must be able to utilize additional accessories (beacons, etc.) for enhanced location verification while in defined impaired environments (inside home or buildings). The Contractor must provide optional auxiliary equipment to extend the GPS device monitoring capability in impaired environments, including the option of landline communication. The Accessory must/shall:

- Detect when it has been moved and shall communicate an alert of this movement through the GPS device.
- Utilize a dedicated wall electrical outlet (alternating current) for its power source.
- Detect and report events related to disconnect and reconnect of electrical power and/or telephone landline.
- In the event of power disconnect or commercial outage, have a minimum of 48 hours internal, auto-recharging back-up battery to support completed and continued functionality including, but not limited to detecting and reporting information.
- Be field replaceable and interchangeable without the need to return to the Contactor.
- Be available to accommodate telephone landline and cellular network reporting (for enrollees without home telephone lines).
 - Different accessory models may be used for telephone landline and cellular communication.
- Detect when the accessory case has been compromised.

viii. INSTALLATION REQUIREMENTS

At a minimum, the GPS device shall come with an installation kit containing all equipment to install, activate, or deactivate the GPS device, including an easy to understand user guide. The GPS device shall be easy to install in less than five (5) minutes without special tools or extensive training.

b. RADIO FREQUENCY (RF) MONITORING DEVICE

i. GENERAL RF MONITORING DEVICE REQUIREMENTS

At a minimum, the Contractor's RF device must/shall:

- Be a single body worn device.
- Be manufactured to allow for repeated proper sanitization.
 - The Contractor shall provide instructions to sanitize the RF Device, including recommended cleaning agents and methods.
- Not be available as an open market item, to include accessories.
- Meet the highest levels of ruggedness, durability, and performance.
- Be the latest version that has proven reliable technology from the manufacturer within the past 24 months.
- Meet market safety standards and present no health or safety hazards to staff and/or enrollees.
- Not pose a safety hazard nor unduly restrict the enrollee's activities.
- Be enclosed in a sealed hypoallergenic case that is resistant to shock, water, corrosion, chemical solvents, and detergents and function reliably under normal atmospheric environmental conditions.
- Not have any sharp edges or be designed not to cause excessive chafing or bruising.
- Be small, light, and not restrictive and can be attached to the enrollee in a manner that will not impede normal activities or work.
 - It shall attach around the ankle of the enrollee and weigh no more than four (4) ounces inclusive of all clips, straps, case with all batteries, etc. as required for a fully functioning RF device installed on an enrollee.
- Not be removed to report monitoring data or charge the battery.
- Attach around the enrollee's ankle with a disposable, tamper-resistant strap designed for one-time use.
- Tested to standard IEC60529, submersible in water for a minimum of 30 minutes and to a specification for depth declared in excess of 50 feet. The RF device must continue to operate after submersion.
- Be shockproof and detect intentional abuse of the device.
- Be marked with model/serial identification numbers that will not change colors or lose labeling after being exposed to common cleaning products.
- Possess non-erasable and program identification.

ii. RF TRACKING REQUIREMENTS

At a minimum, the Contractor's RF device must/shall:

- Detect and record, with date and time stamp, at a minimum:
 - Noncompliance with predetermined curfews,
 - Tampering with the transmitter or any of its components,
 - Detection of low power or battery malfunction conditions in the transmitter; and
 - Detection of operating malfunctions in the transmitter.

iii. EQUIPMENT COMMUNICATION REQUIREMENTS

At a minimum, the Contractor's RF device must/shall:

- Have communication to and from the accessory receiver that is encrypted.
- Communicate with a landline-based or cellular receiver to upload location and alert information to the Contractor's Central Monitoring System without removing the device from the enrollee.

iv. BATTERY REQUIREMENTS

At a minimum, the Contractor's RF device must/shall:

- Send a signal indicating a low device battery condition exists, a minimum of 30 days prior to battery failure.
- Be permanently sealed within the GPS device case and non-removable.
- Guarantee an operational life cycle of not less than 24 months.

v. ALERT/NOTIFICATION REQUIREMENTS

At a minimum, the Contractor's RF accessory or beacon must/shall:

- Have an alert feature for the agent to contact the enrollee.
- Immediately report all violations to the Contractor's Central Monitoring System, using landline telephone or nationwide cellular networks with alert notifications sent via phone, text message, or electronic mail immediately, but not more than ten (10) minutes, following host receipt of an alert event notification.
- Provide real-time and batch notification(s) to assigned County staff for the following alerts:
 - Noncompliance with predetermined curfews,
 - Tampering with the transmitter, receiver, or any of their components,
 - Failure of the receiver to report at predetermined times,
 - Loss and/or restoration of telecommunications,
 - Loss and/or restoration of Alternating Current (AC) power,
 - Detection of low power or battery malfunction conditions in the transmitter or receiver;
 - Movement of the receiver to an unauthorized telephone line or location, and
 - Detection of operating malfunctions in the receiver or transmitter.

vi. STRAP REQUIREMENTS

At a minimum, the Contractor's RF device must/shall:

- Have straps that are disposable, designed for one-time use, and be designed so that if an enrollee cuts, severs or otherwise compromises the integrity of the strap, an alert is generated.
- Have straps with exterior surfaces made of hypoallergenic materials and be adjustable in length to fit all enrollees.
 - All straps designed to attach equipment to an enrollee shall have the capability to be securely sized and attached to an enrollee. If straps are pre-sized, they shall be immediately available in one-half inch increments or less.
- Be designed that upon installation, items including, but not limited to, clips, snaps, pins, and/or connectors, will breakaway and become unusable if the device/strap is removed by the enrollee to prevent damage to the device or enrollee.

vii. ADDITIONAL ACCESSORY REQUIREMENTS

At a minimum, the RF device must include additional accessories (beacons, etc.) that include enhanced location verification. The Contractor must provide the auxiliary equipment to extend the RF device monitoring capability to support curfew monitoring and include both landline and cellular communication. The Contractor's Accessory must/shall:

- Be easily installed at a location to be specified by the County and not require any permanent mounting.
- Have the ability to be paired with any transmitter via remote programming.
- Include an audible alarm and a Light Emitting Diode "LED" indicator that can be enabled to alert the client when they are going out of range.
- Be available to accommodate telephone landline and cellular network reporting (for enrollees without home telephone lines).

- Utilize a dedicated wall electrical outlet (alternating current) for its power source.
- Detect and report events related to disconnect and reconnect of electrical power and/or telephone landline.
- Be adjustable in range, at a minimum, from approximately fifty (50) feet to approximately 300 feet.
- Have the ability to process a minimum of seven (7) curfews, meaning seven (7) leaves and seven (7) returns, per participant per day.
- Detect when the accessory case has been compromised.
- Detect when it has been moved and shall communicate an alert of this movement.
- Date and time stamp all events to indicate the actual time of occurrence.
- Perform internal diagnostics to determine whether it is operating properly. Receiver shall report diagnostic results to the host.
- Have the ability to store in memory at least fifty (50) messages during interruption of telephone service and/or loss of communication with the host.
- Be field replaceable and interchangeable without the need to return to the Contactor.

viii. INSTALLATION REQUIREMENTS

At a minimum, the RF device shall come with an installation kit containing all equipment to install, activate, or deactivate the RF device, including an easy to understand user guide. The RF device shall be easy to install in less than five (5) minutes without special tools or extensive training.

c. CRIME SCENE CORRELATION MAPPING ANALYSIS REQUIREMENTS

The Contractor's Central Monitoring System shall have a crime scene correlation mapping component that correlates crime and incident report data, collected from local law enforcement agency stakeholders, and correlates the crime data with the GPS tracking data of County enrollees. The Contractor's crime scene mapping must/shall:

- Generate standard reports each regularly scheduled workday and in accordance with County policy.
- Be available on a near "real time" notification/access basis, should an emergency need arise to access a noncompliant GPS tracked enrollee violator.
- Identify when one or more enrollees on GPS tracking was in the vicinity of a crime including, but not limited to, the ability to provide simultaneous locations for all enrollees assigned to GPS tracking in relation to the location, date and time of the crime, whether or not enrollees were in their respective inclusion zones, were entering into or in exclusionary zones, the enrollee's time in the respective areas, and the speed and direction of the enrollee's travel.
- Map easily and navigate both forward and backwards for an accurate depiction of an enrollee's position relative to criminal activity, including an enrollee's time in each area and speed and direction of travel, to allow for rapid investigative crime analysis.

d. ANALYTICS REQUIREMENT- POINT PATTERN ANALYSIS

At a minimum, the Contractor's software system must/shall:

- Analyze locations frequented by enrollees in durations of time determined by the County (geocode batching). This shall include places previously visited, as well as the ability to immediately identify new locations.
- Identify patterns of activity for individual offenders, including stop analysis and association/congregation monitoring.

- Quickly identify “locations visited” by the enrollee and identify travel patterns and have the analytical ability to distinguish between clusters of data points where an enrollee stayed for an extended period of time and data points in which the enrollee was in motion.
- Analyze data points, have an algorithm that identifies a congregation of points on the map (“visits”), and still have the capability to display travel patterns of enrollees.
 - The locations visited shall have the ability to reflect as one location and the aggregate of all points which fall within predetermined parameters for quick reviewing, provided that the detail of all points can still be accessed (displayed on the map) if desired by the agent.
- Analyze locations frequented by an enrollee to identify places previously visited as well as new locations.

e. MOBILE OPTIONS

i. ENROLLEE APPLICATION

At a minimum, the Contractor’s enrollee application must/shall:

- Be available for a smart phone, with either Android or iOS options.
- Allow an enrollee to update their photo (upon approval).
- Allow an enrollee to request a schedule change.
- Allow an agent to request a random check-in and record GPS location points.

ii. AGENT APPLICATION

At a minimum, the Contractor’s agent application must/shall:

- Be available for a tablet or smart phone, with either Android or iOS options.
- Allow an agent to enroll/unenroll clients, installs and remove devices, confirm and close events, update enrollee photographs, and add notes to the enrollee’s record.
- Allow an agent to review device status, including battery condition.
- Interact/synchronize with the Contractor’s software application.
- Allow an agent to review surrounding crime data and compare with enrollee location.

4. ELECTRONIC MONITORING SOLUTION | INVENTORY REQUIREMENTS

At a minimum, the Contractor shall continually provide and maintain a backup/replacement inventory equal to, or exceeding, twenty percent (20%) of the actual number of devices in use. The County shall not pay the Contractor any inventory fee, storage fee, installation equipment fee or any other fee related to inventory of devices and equipment.

5. ELECTRONIC MONITORING SOLUTION | MONITORING CENTER FACILITY REQUIREMENTS

At a minimum, the Contractor’s Monitoring Center Facility shall:

- Provide an in-house, secure confidential monitoring service center and help-desk facility.
- Operated by the Contractor within the U.S. and shall not be subcontracted out to a third-party vendor (includes all components of the monitoring center and help-desk facility).
- Have physical security features that, at a minimum, include a closed-circuit camera system and limited doorway access.
- Maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.
- Perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provisions of the services for the duration of the Agreement.

- Provide the Agency a contact phone number, accessible 24 hours per day, 365 days per year, for the purpose of reporting problems that might be experienced. In the event any component of the monitoring service becomes inoperable, the Contractor shall immediately notify the Agency Administrator or designee by telephone, but no later than thirty (30) minutes after service failure.
- Be fully operational and staffed adequately to support the operations of this Agreement, 24 hours per day, 365 days per year, with highly skilled technicians. The Contractor shall maintain professional, highly trained, qualified staff to monitor and operate the monitoring center equipment.
- Provide appropriate training for all staff working in the monitoring center to ensure they have sufficient knowledge of the monitoring system and ability to effectively respond to questions.

6. ELECTRONIC MONITORING SOLUTION | MONITORING CENTER SERVICE REQUIREMENTS

At a minimum, the Contractor's Monitoring Service Center shall:

- Provide a staffed communication system utilizing an 800-telephone number, an 800-number fax, and email access that is available 24-hours per day, 365 days per year, to provide the County technical, analysis, and application assistance.
- Provide for client enrollments and scheduling via direct telephone request (password accessible) when a County staff (the agent) does not have immediate access to an internet connection.
- Activate or deactivate GPS Device tracking services for an enrollee within 30 minutes after receipt of request by telephone or e-mail notification from the County staff (the agent).
- Maintain accurate and concise historical logs of all telephone calls, text messages, and emails attempted and completed, including date, time, and the associated incident. The Contractor shall make these logs available to the County upon request.
- Provide initial notification via telephone, cellular telephone, text message, and email, 24 hours per day, 365 days per year, to designated County staff when an alert notification is generated.
- Include the capability to administer a telephone call by a live staff person in the monitoring center, in response to designated alert notifications.
- Provide the capability for every human voice call in and out of the system to be recorded with a transaction record that indicates the called number or calling number, length and result of the call. This information shall be made available to the County or designee at County's request.

7. ELECTRONIC MONITORING SOLUTION | DATA CENTER REQUIREMENTS

At a minimum, the Contractor's Data Center must/shall:

- Have the ability to store offender location and alert information in a redundant and secure method.
- Have physical and biometric security features.
- Maintain logged entry and history of all individuals entering and leaving the facility.
- Provide and make available through the Contractor video surveillance of the secured area housing central information database.
- Have ventilation and temperature control adequate to ensure proper functions of the central information data base hardware.
- Have an uninterruptible power supply.
- Be power grade independent.
- Have redundant data centers at least 500 miles apart.

- Test back-up systems, once per year, in redundant data centers with a controlled switch over of all services thru the primary data center. The system shall provide for 100% redundancy to avoid unnecessarily excessive downtime due to hardware or software issues. In the event of data disruption, the secondary data center must be activated within 60 minutes of initial system failure.
- Provide connectivity to the internet via two or more independent internet services providers.

8. ELECTRONIC MONITORING SOLUTION | DATA ACCESS REQUIREMENTS

At a minimum, the Contractor must/shall:

- Maintain unaltered recorded data of offender location information and violations that is accessible in its original form and subject for utilization as physical evidence for prosecution.
- Provide an affidavit and/or expert witness testimony for prosecution of violations based on GPS data in court proceedings, or any other proceeding as needed, at no additional cost to the County.
- Protect computerized records from unauthorized access and with appropriate safeguards and only allow access to records to County staff directly responsible for monitoring electronic monitoring operations.
- Provide a written policy stating no electronic monitoring system data shall be released to any other entity without a legal court subpoena and subsequent approval from the County.
- Not release or reveal any electronic monitoring data, program information, operation protocols, implementation plans, training material, reports, publications, updates, and/or statistical data related to County electronic monitoring to any entity, including non-County personnel, without prior written approval from the County.

9. ELECTRONIC MONITORING SOLUTION | DATA STORAGE REQUIREMENTS

At a minimum, the Contractor shall agree:

- All records (automated or hard copy files) remain the property of the County and shall be returned to the County within 30 days, in the event the Agreement is canceled or terminated.
- To provide, upon request from the County, the most up-to-date complete copy of the Contractor's Central Monitoring System database, including historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the County.
- To provide all available current and historical data for reporting in a standard transaction file format.
- All current and historical data files shall be retained for a minimum of seven (7) years by the Contractor and this information shall be available at no charge to the County after termination of the Agreement.
- Prior to destruction, to submit written policies and procedures for removal, storage, and destruction of documents to the County, for review and approval. All documents being considered for destruction shall be listed prior to removal and submitted to the County for approval.

10. ELECTRONIC MONITORING SOLUTION | TRAINING REQUIREMENTS

At a minimum, the Contractor's Training Program must/shall:

- Develop and provide on-site training for County staff on the operational use of the system and the use of all associated equipment and services. Additional on-site training for County staff shall occur within 48 hours of the request.
- Provide all materials and equipment currently being utilized to perform each training.

- Provide 40 hours of appropriate training for all Contractor staff prior to them working in the monitoring center, to ensure that they have sufficient knowledge regarding the system and the ability to effectively respond to questions and fully utilize the system and equipment.
- Provide quality improvement training to Contractor staff and conduct quarterly quality assurance activities to ensure the data entered in the system is accurate.

11. ELECTRONIC MONITORING SOLUTION | EXPERT WITNESS REQUIREMENTS

The Contractor acknowledges that services performed under this Agreement are for criminal justice clients on legal supervision and as such, the Contractor may receive written/verbal requests or legal subpoenas from the County and/or other judicial entities to provide testimony regarding monitoring equipment, system specifications, and functioning, including the accuracy and reliability of reports/results. The Contractor shall make available, qualified personnel to provide testimony as requested or subpoenaed. The Contractor shall ensure that qualified personnel are available to provide such expert testimony and that those personnel respond timely and/or appear as stipulated in the request and/or subpoena. The Contractor shall immediately notify the County upon receipt of any subpoena involving or affecting the County.

12. ELECTRONIC MONITORING SOLUTION | AUDIT RECORDS

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of seven (7) years after the termination of the Agreement.

The Contractor shall maintain complete and accurate record-keeping and documentation as required by County and the terms of the Agreement. Copies of all records and documents shall be made available for County upon request.

All invoices and documentation must be clear and legible for audit purposes. All documents utilized for invoicing must be retained by the Contractor and accessible to County, upon request.

The Contractor shall advise County of the location of all records pertaining to this Agreement and shall notify County by certified mail within ten (10) days, if/when the records are moved to a new location.

Any records not available at the time of an audit will be deemed unavailable for audit purposes.

All documents must be retained by the Contractor for a period of seven (7) years following termination of the Agreement. If an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, records shall be retained until resolution of audit findings. The Contractor shall cooperate with the County to facilitate duplication and transfer of said records or documents during the required retention period.

13. ELECTRONIC MONITORING SOLUTION | CONFIDENTIALITY

Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal laws governing the safeguard of information. All material and information, regardless of form, medium, or method of communication that is provided to the Contractor by the County or acquired by the Contractor on behalf of the County shall be regarded as confidential information in accordance with the provisions of applicable state and federal laws, state and federal rules and regulations, departmental policy, and ethical standards.

To the extent permitted by law, confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information, in conformance with applicable state and federal laws, state and federal rules and regulations, County policy, and ethical standards.

The Contractor shall conduct criminal background checks for security purposes on all employees designated as electronic monitoring and tracking Contractor staff. The results of the background checks shall be available for review by the County. County reserves the right to approve/disapprove, in advance, all required personnel assigned to the Agreement.

14. QUALITY ASSURANCE PROGRAM

The Contractor shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control processes are implemented and routine internal evaluations are conducted to ensure the quality of the system equipment and services in compliance with the terms and conditions of this Agreement.

15. WARRANTY

- The Contractor must expressly warrant all hardware and software provided as a part of the electronic monitoring system to be properly functioning and compliant with the terms of the Agreement.
- All warranty services shall be provided free-of-charge to the County.
- The County shall not compensate the Contractor for travel or shipping expenses related to the provision of warranty services.
- The Contractor will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem.

16. CONTRACT TERM

The initial contract/agreement period will be for two (2) years; (March 23, 2021 through March 22, 2023) with an option to mutually agree to extend services for up to an additional two (2) years. Any changes to service levels will be mutually agreed upon in writing by all parties before any extension is authorized.

- C. PROJECT TARGET DATES:** The following projected timetable should be used as a working guide for planning purposes. The County reserves the right to adjust this timetable as required during the course of the ITB process:

<u>Event</u>	<u>Date</u>
Pre-Bid Facility Tour	02/11/2021 at 10:00am. CST
Proposals Due CST	02/25/2021 by 4:00 p.m.
Opening of Proposals	02/26/2021 at 10:30 a.m.

- D. ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS:** By signing its bid, Bidder acknowledges that it has read and understands the insurance requirements for the bid. Bidder also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the County may rescind its acceptance of the bid. The insurance requirements are contained in the “GENERAL TERMS AND CONDITIONS BIDDER MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS” below.
- E. RECYCLE POLICY:** Kendall County encourages all bidders to recycle and consider their impact upon the environment.
- F. TAX EXEMPT STATUS:** Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003. The County agrees to notify Bidder promptly in the event of a change in its tax-exempt status.
- G. SELECTION CRITERIA:** The County intends to award this contract in whole to the lowest responsible bidder that is in compliance with all specifications, terms and conditions contained herein. The bidder shall have specific experience supplying similar products or services, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the County, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems; compatibility to existing equipment; and the delivery terms. The County may request additional information from all bidders and further evaluate the selection criteria.

An interview may be conducted during the selection process. Discussions may be conducted with the responsible bidders who submitted proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements.

The County reserves the right to reject any or all proposals, waive any or all irregularities, and select the bid which is in the best interest of the County. The County retains the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from a bidder at any time and failure to respond promptly is cause for rejection.

The bidder's failure to meet the mandatory requirements will result in the disqualification of the bidder's bid from further consideration as an unresponsive bid.

Submission of a bid confers no rights on the bidder to selection or to a subsequent contract. This ITB process is for the County's benefit only and is intended to provide the County with competitive information to assist in determining the lowest responsible bid for the services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion.

H. BIDDER COMPETENCY: To allow the County to evaluate the competency and financial responsibility of a bidder, such bidder shall, when requested by the County, furnish the following information that shall be sworn to under oath:

1. Address and description of bidder's plant (if any) and place of business.
2. Name and/or Articles of co-partnership of incorporation.
3. Itemized list of equipment available for use on the bidder's awarded project.
4. Statement regarding any past, present, or pending litigation.
5. Such additional information as may be required that will satisfy the County that the Bidder is adequately prepared in technical experience, or otherwise to fulfill the contract.
6. Documents to ensure that the bidder is in compliance with all applicable state and federal legal requirements to perform the contracted services for the County.

I. DISQUALIFICATION OF BIDDERS: Any of the following may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid(s):

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
3. Lack of expertise and poor workmanship as shown by performance history.
4. Uncompleted work under other contracts that in the judgment of the County might hinder or prevent the prompt completion of additional work is awarded.
5. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.

J. INVESTIGATION OF BIDDERS: The County will make such investigations as are necessary to determine the ability of the bidder to fulfill bid requirements. The bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and services similar to that included in this bid. It shall be at the sole discretion of the County to reject any bid if it is determined the bidder does not fully demonstrate its ability to carry out the obligations of the contract.

K. COMMENCEMENT OF WORK: The successful Bidder must not commence any billable work prior to the County's execution of the contract (purchase order issuance) or until any required documents have been submitted. Work done prior to these circumstances shall be at the Bidder's risk.

L. CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS: The bidder shall notify Kendall County and/or the Kendall County Sheriff's Office immediately of any change in its status resulting from any of the following:

1. bidder is acquired by another party;
2. bidder becomes insolvent;
3. bidder, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act;
4. bidder ceases to conduct its operations in normal course of business.

The County shall have the option to terminate its contract with the bidder immediately on written notice based on any such change in status.

ATTACHMENT C - GENERAL TERMS AND CONDITIONS BIDDER MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS

When submitting their bid, the bidder agrees that, if they are found to be the lowest responsible bidder, they will agree to enter into a contract with the County that includes, at a minimum, the following general terms and conditions:

- a. Compliance with State and Federal Laws: Bidder agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- b. Equal Opportunity/Non-Discrimination: Bidder, its subcontractors (if any) and their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- c. Payment: Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*). The County reserves the right to reject any portion of the invoice that is outside the scope of the approved project work or outside the scope of any additional approved work.
- d. Entire Agreement: The final contract must agree to include and incorporates by reference all terms and conditions set forth in the "General Terms and Conditions Bidder Must Agree to Incorporate into Final Contract Documents" as set forth in the ITB, as well as any and all other conditions, specifications, requirements, and attachments to the subject ITB, all of which are collectively referred to as the "Agreement". The Agreement shall represent the entire Agreement between the parties and there shall be no other promises or conditions in any other agreement whether oral or written. The Agreement shall supersede any prior written and oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- e. Notice: Any notice required or permitted to be given pursuant to the Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, Attention Commander Russo, Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, IL 60560, fax (630) 553-1972, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Bidder, to:

- f. Choice of Law and Venue: The Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- g. Non-Appropriation: In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement

during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Bidder. In the event of a default due to non-appropriation of funds, Bidder and/or the County has the right to terminate the Agreement upon providing thirty (30) days written notice to Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

- h. Termination: The Agreement shall be effective from March 23, 2021 through March 22, 2023 or as terminated early by either party pursuant to this section of the Agreement, whichever occurs first. Bidder may terminate the Agreement early by providing one hundred eighty (180) calendar days written notification to the County. The County reserves the right to terminate the Agreement, or any part of the Agreement, early upon forty-five (45) calendar days written notice to the Bidder. In case of such early termination, the Bidder shall be entitled to receive payment from the County for work completed prior to the termination date in accordance with the terms and conditions of the Agreement. Upon receipt of an early termination notice, the Bidder shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. The County shall not be liable for those costs and expenses resulting from the Bidder's failure to mitigate such losses. Further, the County shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. The County shall not be liable for any other additional payments, penalties and/or early termination charges.
- i. Warranties: All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
- j. Assignment: Neither party shall assign, sublet, sell, or transfer its interest in the Agreement without the prior written consent of the other.
- k. Force Majeure: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- l. Insurance: Bidder will obtain and continue in force, during the term of the Agreement, all insurance as set forth below. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A: VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the County at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

- a. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an

“occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

b. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

c. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Vendor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

d. Workers’ Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)

e. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Bidder’s profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Bidder maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Bidder including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Bidder’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). For any claims related to the Agreement, the Bidder’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its past present and future officers, elected officials, employees, agents, and volunteers. Any insurance maintained by the County, its past, present and future officers, elected officials, employees, agents and/or volunteers shall be excess of the Bidder’s insurance and shall not contribute with it.

Bidder hereby grants to the County and its, past, present, and future officers, elected officials, employees, agents, and volunteers a waiver of any right to subrogation which any insurer of said Bidder may acquire against the County by virtue of the payment of any loss under such insurance. Bidder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-insured retentions must be declared to and approved by the County. The County may require the Bidder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Bidder must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Bidder shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder shall ensure that the County is an additional insured on insurance required from subcontractors.

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- m. Indemnification: Bidder shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County and their past, present and future elected officials, officers, employees, insurers and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of the Agreement by Bidder or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Bidder in its performance under the Agreement. Nothing contained herein shall be construed as prohibiting the County, and their past, present and future elected officials, officers, insurers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must first be approved by the Kendall County State's Attorney and appointed as a Special Assistant State's Attorney. The County's participation in its defense shall not remove Bidder's duty to indemnify, defend, and hold the County harmless, as set forth above.

The County does not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or other law by reason of indemnification or insurance. Indemnification shall survive the termination of the Agreement.

- n. Independent Contractor Relationship: It is understood and agreed that Bidder is an independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder's officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder's officers, employees and/or agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Bidder, Bidder's officers, employees and agents. Bidder hereby agrees to defend with counsel of the County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the County and their past, present and future elected officials, officers, employees, insurers, and agents for any alleged injuries that Bidder, its officers, employees and/or agents may sustain while performing services under the Agreement.
- o. Background Checks/Security: Bidder shall exercise general and overall control of its officers, employees and/or agents. For public security purposes, Bidder agrees that no one shall be assigned to perform work at the County's facilities on behalf of Bidder, Bidder's consultants, subcontractors and their respective officers, employees, agents and assigns unless Bidder has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Bidder agrees that the individual shall not be

assigned to perform work on or at the County's facilities absent prior written consent from the Kendall County Sheriff or his designee. The Kendall County Sheriff, at any time, for any reason and in the Kendall County Sheriff's sole discretion, may require Bidder and/or Bidder's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Bidder understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Bidder further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

- p. Certification: Bidder certifies that Bidder, its parent companies, subsidiaries, and affiliates are not barred from entering into the Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Bidder further certifies by signing the Agreement that Bidder, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for 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 or employee's official capacity. Nor has Bidder made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- q. Conflict of Interest: Both parties affirm no County officer or elected official has a direct or indirect pecuniary interest in Bidder or the Agreement, or, if any County officer or elected official does have a direct or indirect pecuniary interest in Bidder or the Agreement, that interest, and the procedure followed to effectuate the Agreement has and will comply with 50 ILCS 105/3.
- r. Waiver: The County's and/or Bidder's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- s. Waiver of Lien: Bidder hereby waives any claim of lien against subject vehicles and premises on behalf of Bidder, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by the Agreement. Upon completion of the Agreement and as a condition prior to payment in full, Bidder shall tender to the County a final waiver of lien for all subcontractors and/or suppliers.
- t. Drug Free Workplace: Bidder and its consultants, employees, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- u. MSDS: When applicable, Bidder shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and

Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*

- v. Confidentiality: It is understood and agreed to by Bidder that all contracts entered into by a government body, such as the County are open to public review and as such will be on file with the Kendall County Clerk’s office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).
- w. OSHA: The Bidder and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.
- x. Authority to Execute Agreement: The County and Bidder each hereby warrant and represent that their respective signatures set forth in the Agreement have been and are on the date of the executed Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute the Agreement.
- y. Counterparts: The Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- z. Remedies: In any action with respect to the Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to the Agreement, shall be entitled to reasonable attorneys’ fees and court costs arising out of any action or claim to enforce the provisions of the Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

ATTACHMENT D - BID FORM

INVITATION TO BID FOR “Electronic Monitoring Equipment and Services Contract”

Opening of Proposals: February 26th, 2020 at 10:30 A.M. C.S.T.

BID SUBMITTED BY: _____

Address: _____

Phone: _____

BID PRICE

GPS (per day/per device)	\$ _____
Monitoring Center Services (per day/per device)	\$ _____
Training Cost	\$ _____
Insurance Cost (per day/per device)	\$ _____
Misc.	\$ _____

The undersigned hereby agrees to provide the electronic monitoring equipment and services as set forth in the Invitation to Bid Documents for the total bid price of:

TOTAL BID – BASE BID

_____ Dollars
(Written in words)

and _____ cents.
(Written in words)

Signature of Bidder

Printed Name

Title

Date