



OFFICE OF THE CHIEF PROCUREMENT OFFICER

**RAFFI SARRAFIAN**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

**TONI PRECKWINKLE**

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of Commissioners**

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17th District

Via email: [brian@edovo.com](mailto:brian@edovo.com)

Brian Hill, Chief Executive Officer  
Jail Education Solutions, Inc. d/b/a Edovo  
215 West Superior Street, Suite 600  
Chicago, Illinois 60654

**RE: Notice of Award  
Contract Number 1790-16474  
Corrections Communication System**

Dear Mr. Hill:

This correspondence is to serve as notice that the County of Cook has awarded the above-mentioned contract.

Attached is a copy of the Contract for your records. Please refer to the contract number above when inquiring about this award. Please do not provide service until your firm has been notified by a representative of the using department.

If you have any questions, please contact me at 312-603-6830 or via email at [kevin.casey@cookcountyil.gov](mailto:kevin.casey@cookcountyil.gov).

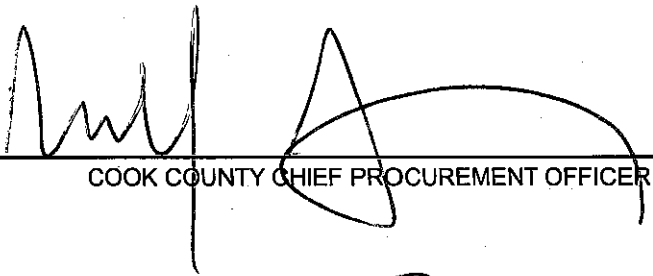
Sincerely,

Kevin Casey  
Specifications Engineer

Cc: Contract File  
Using Department

**SECTION 6  
COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 1<sup>ST</sup> DAY OF February, 20 19

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

**CONTRACT TERM & AMOUNT**

**1790-16474**

CONTRACT #

February 1, 2019 – January 31, 2026 with one (1) two-year renewal option

ORIGINAL CONTRACT TERM

RENEWAL OPTIONS (If Applicable)

\$ Revenue Neutral

CONTRACT AMOUNT

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

January 24, 2019

JAN 24 2019

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

**PROFESSIONAL SERVICES AGREEMENT**  
**CORRECTIONS COMMUNICATION SYSTEM**  
**BETWEEN**



**COOK COUNTY GOVERNMENT**  
**COOK COUNTY SHERIFF'S OFFICE**  
**AND**  
**JAIL EDUCATION SOLUTIONS, INC.,**  
**d/b/a EDOVO**

**CONTRACT NO. 1790-17474**  
**(PURCHASE ORDER NO. 7000095697)**

# PROFESSIONAL SERVICES AGREEMENT

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**List of Exhibits**

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	General Conditions
Exhibit 4	IT Special Conditions
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Minority and Women Owned Business Enterprise Commitment
Exhibit 8	Identification of Sub-Contractor/Supplier-Sub-Consultant Form
Exhibit 9	Economic Disclosure Statement

## AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Edovo, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on January 24, 2019, as evidenced by Board Authorization letter attached hereto as Exhibit "6".

## BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Corrections Communication System. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

**NOW, THEREFORE**, the County and Consultant agree as follows:

## TERMS AND CONDITIONS

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general Statement of Work of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

**"Using Agency"** shall mean the department of agency within Cook County including elected officials.

**b) Interpretation**

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	General Conditions
Exhibit 4	IT Special Conditions
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Minority and Women Owned Business Enterprise Commitment
Exhibit 8	Identification of Sub-Contractor/Supplier-Sub-Consultant Form
Exhibit 9	Economic Disclosure Statement

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Statement of Work**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

**b) Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and



partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

**c) Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Statement of Work.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 7. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

**f) Insurance**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**i) Insurance Requirements of the Contractor**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**Coverages**

**(a) Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
  - \$500,000 each Accident
  - \$500,000 each Employee
  - \$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Umbrella/Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$2,000,000
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(e) **Professional / Technology Errors and Omissions Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than

\$2,000,000. Subcontractors performing professional services for the Contractor shall maintain limits of not less than \$1,000,000 with the same terms in this section.

The policy shall also include, but is not limited to, coverage for third party claims and losses arising from network security risks including but not limited to data breaches, transmission of virus, malicious code, unauthorized access or criminal use of third party ID, data theft and invasion of privacy regardless of the type of media involved in the loss of private information.

- (a) The retroactive coverage date shall be no later than the effective date of this contract.
- (b) Coverage shall be maintained for a minimum of two (2) years after final completion of the services or work provided by the vendor.

### **Additional requirements**

#### **(a) Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to ongoing and completed operations on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

#### **(b) Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not

constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(c) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

**g) Indemnification**

The Consultant 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 Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

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

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such

reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

**i) Patents, Copyrights and Licenses**

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, 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 provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant'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 Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**j) Examination of Records and Audits**

The Consultant agrees that the Cook 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the



performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

#### **D) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster

care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

#### **ARTICLE 4) TERM OF PERFORMANCE**

##### **a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on February 1, 2019 ("Effective Date") and continue until January 31, 2026 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

##### **b) Timeliness of Performance**

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

##### **c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for one (1) additional two-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

#### **ARTICLE 5) COMPENSATION**

##### **a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) 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 deliverables, 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-9998-2013-07.

**f) Price Reduction**

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

**g) Consultant Credits**

To the extent the Consultant 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, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer.

Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant 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.

#### **ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant 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 Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

#### **ARTICLE 8) SPECIAL CONDITIONS**

##### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and

Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a

relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the



Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

- (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
  - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
  - v) Failure to comply with Article 7 in the performance of the Agreement.
  - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article

11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at

any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

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

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

## ARTICLE 10) GENERAL CONDITIONS

### a) Entire Agreement

#### i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

#### ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

#### iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or

provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**b) Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**c) Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, 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 Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant 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.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason,

those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Consultant**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Consultant 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.



**ARTICLE 11) NOTICES**

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 hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:     Larry Gavin  
                          Cook County Sheriff's Office  
                          2700 S. California  
                          Chicago, Illinois 60602  
                          Attention: Assistant Executive Director

and

                          Cook County Chief Procurement Officer  
                          118 North Clark Street, Room 1018  
                          Chicago, Illinois 60602  
                          (Include County Contract Number on all notices)

If to Consultant:     Brian Hill  
                          215 W. Superior Street, Suite 600  
                          Chicago, IL 60654  
                          Attention: Chief Executive Officer

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

**ARTICLE 12) AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**EXHIBIT 1**

**Statement of Work**

# Cook County Government

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## Statement of Work (SOW) for

Corrections Communication System

Contract No.:1790-16474

Vendor: EDOVO

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# 1. Executive Summary

This Statement of Work (SOW) is intended to document the scope, roles, responsibilities, tasks and timeframe for the **Correction Communication System (“CCS”)** at Cook County, Illinois (“County”). This SOW will be the governing project document, outlining project milestones as mutually agreed to by both parties. Additionally, this SOW includes legal terms and conditions applicable to the deliverables set forth in the SOW.

This Executive Summary Section is intended as an overview of the County’s objectives for the project, scope and timeline for the CCS. Following the Executive Summary, the terms of the SOW are documented in the appropriate level of detail.

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## 1.1 Background

The County has undertaken a project to transition from an existing inmate telecommunications system and implement a new CCS.

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## 1.2 Project Strategy and Objectives

The core objective of the project is to replace an existing inmate telecommunications system that has been in place since 2008 with an innovative CCS.

### 1.2.1 Business Objectives

Upon successfully completing this initiative the County expects to meet the following goals and objectives:

- Ability for family and friends to connect with inmates/detainees through voice and other technologies at affordable costs and with minimal fees;
- Successful transition from the County's incumbent inmate telecommunications provider;
- Real time data synchronization between the CCS and CCSO's Jail Management System (JMS) and commissary system;
- Business analytics and inmate/detainee identification technology to assist with case investigations;
- Fixed and mobile Correctional Telecommunications Device ("CTD") installation for family and friends to connect with inmates/detainees through advanced devices and media (e.g., Video Visitation) and to meet inmates/detainees' internal/compound communication needs;
- Compliance with FCC regulations and all other applicable State, Federal and local laws;
- Gains in operational efficiencies, decreasing operational costs; and,
- Meeting contract specific goals for MBE/WBE participation.

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### 1.3 Project Scope

In general, the County seeks to achieve the following at the lowest possible cost to Consumers and inmate/detainees:

- Contractor shall supply a turnkey IDTS for both the CCSO and JTDC.
- Contractor shall supply the CCSO with a CTD system that provides Video Visitation, Electronic/Picture Messaging, Printing, and interfaces to third party applications.
- Contractor shall install, maintain, and operate all necessary equipment, as well as all necessary network switches and bandwidth.
- Contractor shall supply security systems/software, reporting systems/software, and data analytics/investigative tools.
- Contractor shall provide detailed and useful reports sufficient to provide effective oversight over the contract.
- Contractor shall supply voice biometrics (in addition to any other proposed biometric technology), as well as other detainee identification technologies.
- Contractor shall supply all necessary voice telecommunications access, including mobile, land-line, Local, IntraLata, InterLata, Interstate, and International service.
- Contractor shall provide Prepaid, Debit, LEC Collect, and Free account and billing services.
- Contractor shall provide 200 payphones as required throughout the County.

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### 1.4 Project Timeline

The following is the high-level project timeline with an expected project start date of February 4, 2019. A detailed project schedule will be established at the start of the project. Prior to the project start date and after the effective date of this Agreement, Contractor, CCSO, and County shall engage in a three-week planning session. Contractor will successfully complete the implementation of the first phase of the project plan, which includes the cut over of the inmate telephones from the incumbent provider to Contractor and the installation of the secure wired and wireless network within 111 days of the project start date unless otherwise agreed in writing by CCSO, County, and Contractor. Contractor will successfully complete the implementation of the second phase of the project plan, which shall not start

earlier than the end of the first phase, and which includes the deployment of the CTDs to each Division, within 100 days unless otherwise agreed in writing by CCSO, County, and Contractor.

The following is the graphical representation of the timeline:

Table 1.0: Project Timeline

Task Name	Duration	Description
<b>Pre Project Planning</b>	<b>15 days</b>	Three-week period shall precede the project start date after contract has been signed for parties to regroup, mobilize resources, conduct a walkthrough to finalize device placement, and conduct a kick-off meeting.
Scoping	10 days	
Kickoff	5 days	
<b>Phase 1: Phone Cut Over</b>	<b>110 days</b>	Contractor purchases equipment, installs wired and wireless network, and cuts all existing phones over from incumbent.
Procurement	45 days	
Install Phones & Network	65 days	
Phone Cut Over	55 days	
Edovo Network Install	65 days	
JMS Integration	40 days	
Phones Go Live	0 days	
<b>Phase 2: CTD Rollout</b>	<b>94 days</b>	Install kiosks and deploy tablets in each Division. This work assumes two 2-man teams working in each Division, and the timeline assumes that the Divisions are done sequentially. We can add more teams or do Divisions in parallel to shorten the timeframe.
Buffer Between Phases	5 days	
Division 2	10 days	
Division 3	7 days	
Division 4	7 days	
Division 5	21 days	
Division 6	10 days	
Cermak	5 days	
RTU	8 days	
Division 9	15 days	
Division 10	7 days	
Division 11	13 days	
<b>Project Close</b>	<b>5 days</b>	Formally close the project.

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## 2. Scope of Services

The project scope includes but is not limited to:

- 1) Inmate/Detainee Telephone System ("IDTS");
- 2) Mobile and fixed CTDs;
- 3) Video Visitation;
- 4) Electronic Messaging;
- 5) Consumer Services;
- 6) Revenue, Rates, and Fees;
- 7) Additional Technology;
- 8) Solution Performance & Availability;
- 9) Implementation, Development and Project Management Services;
- 10) Reports and Audits;
- 11) Transition and Data Ownership;
- 12) Information Security;
- 13) Other Terms and Conditions.

Each of these sections, unless explicitly stated otherwise, contain hardware, software, equipment, protocol, system, and brand-agnostic specifications. Such specifications shall be understood as minimum requirements that the Contractor must meet to fulfill the terms of the Contract. In addition to other required hardware, software, and services, Contractor will fulfill these specifications by providing the following products in latest version and build, and in a quantity set forth in the Contract, as of the execution of this Contract:

- TMG CT-1000 Inmate Telephones
- iCON Inmate Communication Management system with attendant Security Functions, Administrative Functions, and Investigative Functions;
- Bridge Communication Device ("BCD")
- Edovo Tablet with attendant Edovo Insight, Edovo Educational Suite with Incentive Based Learning, and other functionality and software.
- UltratecSupercom 4400 TTY/TDD Units
- Visitation Phone Sets
- 65" TV Monitors

To the extent that a specification set forth in this SOW does not conform to a discrete product, application, service, or device provided off-the-shelf by Contractor, the specification should be interpreted as requiring the Contractor to implement the Contractor's service(s), system(s), and device(s) in a way that fulfills the specification.

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### 2.1 Inmate/Detainee Telephone System

Contractor shall provide an IDTS in accordance with County specifications. The IDTS refers to the underlying hardware, software, and services that facilitate voice communication from telephone sets and/or CTDs, as well as reporting, security, and user application functionality required by the CCSO and County for administration and investigations. The IDTS installations at CCSO and JTDC must be



completely separate silos with isolated administrative, investigative, and reporting tools. The IDTS must meet the minimum criteria listed in Section 2.1.1 "IDTS specifications, terms and conditions" below.

**2.1.1 IDTS specifications, terms and conditions**

<b>2.1.1.1 General Standards</b>	<b>Cite</b>
1. The inmate telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant. CCSO shall approve the back plate type and model to be installed prior to installation. The cord length for the inmate telephone sets is specified in <b>Appendix 1 – Division Specifications</b> . The inmate telephone sets must not include any removable parts.	64
2. Contractor shall provide the County with its iCON inmate communication management system, subject to the minimum specifications and terms and conditions set forth in this SOW.	64
3. Inmate telephone services are to be provided and shall comply with all applicable Federal Communication and/or Public Service Commission regulations relating to inmate telephone service in correctional facilities.	75
4. The IDTS shall provide all operational features and system requirements applicable to all calls placed through the system, including but not limited to mobile, land-line, local, long distance and international calling.	75
5. The IDTS shall be configured to process all or any combination of the following bill types, without limitation: Free, LEC Collect, Prepaid, Debit and/or speed dial.	76
6. The IDTS shall comply with the Americans with Disabilities Act ("ADA") requirements including, but not limited to, providing telephones, TTY/TTD devices, and CTDs which are accessible to persons in wheelchairs and providing telephones and CTDs that are compatible with Video Relay Service.	81
7. Contractor shall provide the number of TDD telephones and ports specified in <b>Appendix 1 – Division Specifications</b> .	82
<b>2.1.1.2 Configuration Specifications</b>	<b>Cite</b>
1. Contractor agrees to install the quantity of telephones, CTDs, pedestals, enclosures, stools, etc. required by JTDC and CCSO as outlined in <b>Appendix 1 - Division Specifications</b> , and as directed by the CCSO and JTDC during the life of the Contract. Contractor may contact the incumbent inmate telephone system provider to discuss the purchase of the existing inmate telephone sets.	83
2. Contractor shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.999% of the time. CCSO reserves the right to require Contractor to revise its configuration should attempts to place calls result in	86

<p>inmate complaints for busy signals or unavailable prompts. Such configuration changes shall be completed by Contractor at no cost to CCSO.</p>	
<p>3. The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. All inmate telephone sets and CTDs installed must include volume control. Contractor shall accept CCSO's reasonable decision regarding whether the reception quality is acceptable.</p>	87
<p>4. Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.</p>	88
<p>5. The IDTS shall recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, and chain dialing.</p>	88
<p>6. The IDTS shall be configured to monitor the switch hook on the inmate telephones. If the switch hook is pushed down or moved from its idle position, the call must be disconnected immediately and the call prompts must come on to prevent fraud or unauthorized dialing. Contractor must assume all responsibility for fraud or unauthorized dialing occurring as a result of the IDTS failing to meet this requirement. Contractor shall terminate and originate all calls on its own behalf within its own network and call switches.</p>	89
<p>7. With each call, the IDTS must provide an automated message to advise the called party that:</p> <ul style="list-style-type: none"> <li>a. That the call is coming from a correctional facility;</li> <li>b. The call is coming from a specific inmate; and</li> <li>c. The call may be monitored and recorded.</li> </ul>	91
<p>8. With each call, the IDTS shall clearly identify the type of call being placed to the called party: collect, free, etc. This recording must be free of any charges.</p>	91
<p>9. Contractor's automated operator will play the call acceptance information up to 3 times while waiting for the called party's decisions. The IDTS shall not allow the called party to skip the prompt. The Contractor shall customize its call acceptance script as required by CCSO</p>	91
<p>10. The IDTS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. Contractor shall indicate whether the called party will be able to select the preferred language for call prompts. CCSO reserves the right to request additional prompt languages from Contractor at any time and at no cost to County.</p>	92
<p>11. Contractor shall subscribe to the LEC Line Information Data Base ("LIDB"). Contractor shall query this database for each collect inmate call and process only those calls which do not have Billed Number Screening ("BNS"). Contractor must assume all responsibility for the cost and accuracy of validation. No amounts shall be charged to</p>	92

the inmate, end-user or County.	
12. For calls that are not completed, the IDTS shall play a recorded message to the inmate detailing why the call was not completed. CCSO reserves the right to request Contractor to modify/revise the recordings at any time during the Agreement at no cost to CCSO and within 30 days of the request.	92
13. The IDTS shall allow up to 15 minutes of free telephone calls per inmate from booking/intake. Once the inmate has completed the specified number of free calls from booking/intake, the IDTS shall process all subsequent calls from the inmate as LEC Collect, Prepaid or Debit unless the telephone number dialed is configured as free in the IDTS.	93
14. The IDTS shall allow 1, 5-minute free telephone call, per inmate from general population. Once the inmate has completed its free call from general population, the IDTS shall process all subsequent calls from the inmate as LEC Collect, Prepaid or Debit unless the telephone number dialed is configured as free in the IDTS.	93
15. The IDTS shall be configured to accommodate indigent calling as reasonably specified by CCSO and County. Indigent calls shall be 15 minutes or as otherwise reasonably specified by CCSO and County through the IDTS.	93
16. Security configurations available within the IDTS to prevent fraud relative to automated phone trees include: <ul style="list-style-type: none"> <li>a. Once a call has been placed iCON shuts off the keypad making it impossible for inmates to press additional digits. Contractor can however configure the system to allow inmates to call County approved numbers that use a phone tree. During only these calls the keypad will remain active;</li> <li>b. Once a valid destination number has been entered and accepted, the system will not recognize further dialed digits from the keypad.</li> </ul>	94
17. Following the dialing sequence, IDTS shall be configured to place the inmate on-hold and not permit the inmate to hear the call progress.	94
18. In no event shall the inmate/detainee be allowed to communicate with the called party until the call is positively accepted.	94
19. Prior to the called party accepting the inmate's call, the automated operator shall provide the called party with a rate quote for the call they are receiving and shall require the called party's positive acceptance of the rate and monitoring of the call.	95
20. The IDTS shall be able to establish an Informant Line at no cost to CCSO. Calls to the Informant Line shall be free and accepted by the IDTS for review by the CCSO. Contractor shall accept CCSO's direction for how the Informant Line is configured through the IDTS.	95
21. The IDTS shall be able to program a specific speed dial code to selected telephone numbers as determined by CCSO and at no cost to CCSO and without the assistance of	95

Contractor.	
22. The IDTS shall be capable of processing and completing International Collect calls.	96
23. Contractor is prohibited from providing complimentary calls as part of Contractor's IDTS implementation process.	101
<b>2.1.1.3 Monitoring and Recording</b>	<b>Cite</b>
1. The IDTS shall be capable of monitoring and recording all inmate/detainee calls from any telephone and CTD, and provide simultaneous playback and continuous recording of calls, except where there are restrictions that prohibit the recording and monitoring of such calls (e.g., attorney-client privilege). The IDTS shall be able to exclude restricted and/or privileged calls and clearly designate non-recorded calls within the IDTS user application.	101
2. The IDTS shall allow designated users to play back a recorded call or a call in progress (e.g. live monitoring) via the IDTS user application.	103
3. The IDTS shall be capable of recording calls in a manner allowing designated users to isolate the inmate or the end-user side of the recording for playback.	106
4. The IDTS shall provide simultaneous playback and continuous recording of calls.	106
5. Live monitoring shall allow CCSO to view and sort, at a minimum, the following information in chronological order. The IDTS shall allow the user to pause a recording in progress while listening. <ul style="list-style-type: none"> <li>a. Call Start Time;</li> <li>b. Division(s);</li> <li>c. Phone Location Name;</li> <li>d. Inmate Name;</li> <li>e. Inmate PIN;</li> <li>f. Called Number;</li> <li>g. Called City, State;</li> <li>h. Call Type;</li> <li>i. Bill Type;</li> <li>j. Call Status;</li> <li>k. Duration; and</li> <li>l. Voice Verification.</li> </ul>	107
6. All CDRs, including all attempted and completed calls, and recordings shall be stored by Contractor online for the life of the Agreement and any renewal terms; Contractor shall turn over all call recordings and records on expiration of the subsequent Agreement. Recordings and records shall be in a format readily accessible by CCSO and County.	107
7. Contractor shall ensure that TTY/TDD machines record and preserve electronic versions of all communications and related metadata, which shall be transcribed as	111

needed. The IDTS shall recode the call details/metadata accordingly.	
8. Contractor shall ensure that all TTY/TDD calls are free for both the inmate and called party.	112
9. Contractor shall pay County performance credits in the amount of \$1,000.00 per each instance wherein CCSO and County suffer one or more lost, unrecoverable or un-useable recording(s). Such payments shall not be considered damages and the County reserves all remedies in equity and law available to address lost, unrecoverable or un-useable recordings under the contract. County agrees to notify Contractor of such instances and provide up to 7 days per instance for Contractor to produce the call recording(s). Contractor shall be notified of the total amount due via written notice from County. County will invoice Contractor and payment shall be due within 30 days of Contractor's receipt of invoice.	112
10. The IDTS shall be accessible via the web from any location on or off-site via any approved PC, laptop, or mobile device with a standard web browser.	112
11. For the term of the Agreement, County shall have remote access to all CDRs based on a user's access level.	112
12. At the direction of the CSSO and County, Contractor shall restrict remote access to a single IP address or a range of IP addresses. Contractor shall maintain an IP whitelist database and shall follow CCSO and County's direction in updating the database.	113
13. The IDTS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination.	115
14. The IDTS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording.	116
<p>15. The IDTS shall be capable of copying recorded calls in accordance with the following requirements:</p> <ul style="list-style-type: none"> <li>a. Recorded calls may be copied onto a CD/DVD, USB, local hard drive, or other storage medium using Contractor's application;</li> <li>b. Audio calls shall be saved in WAV format or other file format compatible with a Microsoft Windows based computer;</li> <li>c. Video recordings shall be saved in MP4 format or other format compatible with a Microsoft Windows based computer;</li> <li>d. Users may email the recorded calls to interested parties directly from the system as an attached file or as a link which restricts the receiver to view only the recordings sent;</li> <li>e. Copied or downloaded recorded calls shall be full quality (uncompressed) versions of the call, video visit, or message;</li> <li>f. All recordings shall be date and time stamped and exported with the recordings information (download date, date and time, duration, record ID,</li> </ul>	116

<p>inmate ID, destination number or end user, inmate name, end user name, and investigator notes);</p> <p>g. Audio and video recordings are “digitally signed” so any attempt to modify the recording will remove the signature (watermark), making any attempt to tamper with the recording evident.</p>	
<p><b>2.1.1.4 Security Features</b></p>	<p><b>Cite</b></p>
<p>1. The IDTS shall prohibit:</p> <ul style="list-style-type: none"> <li>a. Direct-dialed calls of any type;</li> <li>b. Access to a live operator for any type of calls;</li> <li>c. Access to “411” information services;</li> <li>d. Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and;</li> <li>e. Access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers;</li> <li>f. Any current CCSO-blocked numbers.</li> </ul>	<p>117</p>
<p>2. The IDTS shall prevent call collision or conference calling among telephone stations or CTDs.</p>	<p>118</p>
<p>3. The IDTS shall be able to shut down and/or disable an individual inmate telephones, Fixed CTD, inmate telephone group(s) or Fixed CTD group(s) quickly and selectively without affecting other inmate telephones, Fixed CTDs, inmate telephone group(s) or Fixed CTD group(s). CCSO must be able to shut down the IDTS via the IDTS user application and by cut-off switches at several locations including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. At demarcation location;</li> <li>b. Central control; and</li> <li>c. By select housing units.</li> </ul>	<p>118</p>
<p>4. The IDTS shall not accept any incoming calls.</p>	<p>119</p>
<p>5. Each time a call is placed from the CCSO or JTDC, the called party’s caller ID shall display a telephone number for Contractor’s customer service center to allow the end user to directly reach Contractor’s customer service center in the event the end-user dials the telephone number shown on the caller ID.</p>	<p>120</p>
<p>6. The IDTS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility, extra digits were identified.</p>	<p>120</p>
<p>7. The IDTS, upon detection of a three-way call, forwarded call, or conference call shall be able to flag and/or terminate the call immediately. These calls shall be flagged in the CDRs as such.</p>	<p>121</p>
<p>8. The IDTS shall provide for three-way call detection.</p>	<p>123</p>
<p>9. The IDTS shall detect all Remote Call Forwarding (“RCF”) attempts. When an RCF attempt is detected, the IDTS shall automatically flag the call in the CDR and</p>	<p>123</p>

immediately disconnect the call.	
10. The IDTS shall allow the called party to block their telephone number during the call acceptance process.	123
11. As specified by CCSO, the IDTS shall have the capability to allow calls to specific numbers at specified times during the day.	123
12. The IDTS shall be capable of limiting the length of a call, providing service at specified times of the day and allowing a maximum number of minutes or seconds per inmate/detainee, per month. The current call time limit for the Divisions is specified in <b>Appendix 1 – Division Specifications.</b>	125
<b>2.1.1.5 Voice Biometrics</b>	<b>Cite</b>
1. Contractor’s IDTS shall include voice biometric technology. Such voice biometric technology shall require initial verification only unless specified otherwise by the CCSO.	126
2. The IDTS shall require the inmate to record his name at the time of booking; the recording shall be matched by the IDTS to the inmate’s PIN.	130
3. The IDTS, in accordance with voice verification technology, shall allow the inmate to record a name at the time of booking; the recorded name shall be stored in the IDTS and shall be played back with all subsequent call attempts. CCSO requires no more than 2 seconds be allowed for the inmate to record a name; this setting shall be configurable in the IDTS.	130
4. The voice verification feature must be integrated part of the IDTS and shall include analytical tools and reporting. In addition to its existing voice biometric analytical tools and reporting features, Contractor shall develop a playback feature to listen to the voice print of the enrollment and the verification which shall maintain a minimum of the last three (3) enrollment voice prints.	
5. Contractor will install dedicated enrollment-only phones in accordance with <b>Appendix 1 – Division Specifications.</b> Inmates/detainees will be able to use any inmate telephone or CTD to enroll their voice print in Contractor’s voice biometrics solution	
6. Contractor shall implement voice biometric technology to access the identity of the inmate/detainee randomly once every five (5) minutes using a third-party voice biometrics service. CCSO may request to change the confidence threshold of the voice biometric check, and Contractor shall implement requested change in a timely manner.	
<b>2.1.1.6 Pin and Personal Features</b>	<b>Cite</b>
1. The Personal Identification Number (“PIN”) application shall work with the IDTS and	135

<p>CTDs allowing inmates to use PINs to complete calls via the IDTS and CTDs. The PIN application shall include all of the following features and functionalities:</p> <ul style="list-style-type: none"> <li>a. The capability to provide Collect, Pre-paid, Debit, Free and speed dial calling utilizing a PIN;</li> <li>b. The capability to interface with County's Jail Management System ("JMS"). The JMS is internally supported and maintained. CCSO shall not be responsible for paying any amount associated with the required interface.</li> </ul>	
<p>2. The solution shall have the capability of accommodating either of the following method for how PINs are received and/or generated by the IDTS:</p> <ul style="list-style-type: none"> <li>a. JMS generates and sends to the IDTS the inmate name, location, inmate ID and any other additional inmate data deemed necessary by CCSO.</li> <li>b. The IDTS stores the inmate ID and generates an additional 6 to 11 digit unique identifier to be stored in the IDTS as the PIN for calls. The IDTS shall be capable of allowing the transfer of PIN information back to the JMS.</li> </ul>	138
<p>3. The interface between the JMS and IDTS shall automatically update the status of the PIN in the IDTS based on the inmate's status in the JMS (e.g. newly booked, transferred, restricted released, etc.).</p>	139
<p>4. The IDTS shall be capable of accepting a bulk data import of existing PIN information from the incumbent inmate telephone service provider.</p>	139
<p>5. Once a PIN has been activated in the IDTS, the inmate shall only be allowed to place calls from a group of inmate telephones and CTDs located at the Divisions.</p>	140
<p>6. The IDTS shall be capable of documenting the date/time when an individual PIN was added or modified in the IDTS and the user making the change.</p>	140
<p>7. The IDTS shall have the capability to store a list of Personal Allowed Numbers ("PAN") associated with each PIN.</p>	140
<p>8. PANs shall allow a set quantity of approved telephone numbers for each PIN.</p>	140
<p>9. The quantity of approved telephone numbers within a PAN shall be configurable.</p>	140
<p>10. The IDTS shall be capable of documenting all updates, modifications and/or details for a PAN (e.g. user name, modification made, time/date stamp, etc.).</p>	141
<p>11. IDTS shall be capable of storing the following information (at a minimum) for each telephone number on the PAN: telephone number, called party name, address and relationship to inmate.</p>	141
<p>12. The IDTS shall be capable of auto-enrolling PANs to avoid manual entry.</p>	142
<p>13. The IDTS shall be capable of configuring a specific timeline for allowing PAN updates/changes.</p>	142



2.1.1.7 User Application	Cite
1. Contractor shall establish physical security safeguards to prohibit unauthorized access to the IDTS user application, including background checks on all Contractor employees and subcontractors who have access to the IDTS user application.	142
2. The IDTS user application shall allow CCSO and JTDC to query the CDRs for inmate activities and calling patterns.	142
3. The IDTS user application shall allow users to complete a reverse look-up query on the telephone number dialed by the inmate for any call.	151
<p>4. The IDTS user application shall allow at a minimum the following search criteria and filters to be applied to the CDR queries:</p> <ul style="list-style-type: none"> <li>a. Inmate Name (First, Last);</li> <li>b. Inmate Personal Identification Number;</li> <li>c. Record Identifier;</li> <li>d. Date Range (Start Date/Time and End Date/Time);</li> <li>e. Division(s);</li> <li>f. Called Number;</li> <li>g. Originating Number;</li> <li>h. Station Port;</li> <li>i. Call Type;</li> <li>j. Bill Type;</li> <li>k. Duration (minimum and maximum);</li> <li>l. Call Amount;</li> <li>m. Flagged Calls;</li> <li>n. Monitored Calls;</li> <li>o. Recording Type;</li> <li>p. Completion Type;</li> <li>q. Termination Type;</li> <li>r. Validation Result;</li> <li>s. Pre-Paid Card ID Number;</li> <li>t. Phone Group(s);</li> <li>u. Voice Verification; and;</li> <li>v. Custom Search.</li> </ul>	157
5. The IDTS user application shall allow CDR query results to be exported in a format selected by CCSO (.csv, PDF, Microsoft Excel 2010 or greater, etc.).	158
<p>6. The IDTS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:</p> <ul style="list-style-type: none"> <li>a. Call Statistics by Date Range;</li> <li>b. Frequently Called Numbers;</li> <li>c. Frequently Used Personal Identification Numbers;</li> <li>d. Commonly Called Number;</li> <li>e. Call Detail Report;</li> </ul>	159

<ul style="list-style-type: none"> <li>f. Gross Revenue Report by Date Range;</li> <li>g. Facility Totals and Statistics;</li> <li>h. Called Party/Number Accepting Report;</li> <li>i. Fraud/Velocity Report;</li> <li>j. Total Calls;</li> <li>k. Calling List (PAN) Report;</li> <li>l. Pre-Paid Card Report;</li> <li>m. Debit Usage Report;</li> <li>n. Debit Balance and Funding Report;</li> <li>o. Pre-Paid Card Balance Report;</li> <li>p. Bill and Call Type Distribution;</li> <li>q. Phone Usage;</li> <li>r. Reverse Look-Up;</li> <li>s. User Audit Trail; and</li> <li>t. Voice Verification.</li> </ul>	
<p>7. The IDTS shall have the capability to customize reports in a form mutually agreed upon by CCSO/JTDC and Contractor. Reports requested by CCSO/JTDC shall be implemented by Contractor within 60 days from the request by CCSO.</p>	160
<p>8. Contractor's IDTS user application shall include custom user templates with roles, access levels and functions designated by CCSO/JTDC.</p>	164
<p>9. Contractor's IDTS user application shall, at a minimum, allow:</p> <ul style="list-style-type: none"> <li>a. The creation, modification and deactivation of user accounts;</li> <li>b. The creation, modification and deactivation of inmate accounts;</li> <li>c. The creation and modification of telephone numbers in the IDTS;</li> <li>d. Assignment of inmates or an inmate type, inmate telephone or a group of inmate telephones;</li> <li>e. Locating and accessing a specific recording by utilizing a unique recording/call identifier;</li> <li>f. Block/unblock telephone numbers, telephone exchanges or area codes without the assistance of Contractor; and,</li> <li>g. Configure an alert that will detect and prohibit a call made to a restricted number, a call using a restricted Personal Identification Number, or a call made from a restricted inmate telephone or CTD.</li> </ul>	166
<p><b>2.1.1.8 Public Pay Phones and Social Worker Phones</b></p>	Cite
<p>1. Contractor shall furnish, install and maintain 200 public pay telephone(s) in locations specified by County. The public telephone(s) shall be furnished, installed and maintained by Contractor at no cost to County. All reporting due to County for the public telephone(s) installed by Contractor shall conform with Reporting requirements set forth in the Reporting tab. The calling rates for the public pay telephone(s) shall mirror the collect calling rates chosen for the IDTS.</p>	166
<p>2. Contractor shall furnish, install, and maintain new phones to be placed in social</p>	167

workers' offices where indigent inmates will be allowed to make free recorded calls to seek bond. These new phones will be installed in certain Correctional Rehabilitation Worker offices in thirteen locations. These phones should also allow a TTY device to be connected to comply with ADA standards. An estimate of 2,000 fifteen-minute indigent calls per year will be made per year.	
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## 2.2 Correctional Telecommunications Device

Contractor shall supply CCSO with mobile and wall-mounted CTDs that provide voice calling, Video Visitation, and Electronic Messaging, as well as other functionality. Such CTDs shall conform to the minimum criteria listed section 2.2.1 "CTD specifications, terms and conditions". Specifications listed therein shall apply to both wall-mounted and mobile CTDs unless explicitly stated otherwise. To the extent that the CTD facilitates voice calling, the CTD must also meet the requirements specified for the IDTS in section 2.1.1 "IDTS specifications, terms and conditions".

### 2.2.1 CTD specifications, terms and conditions

2.2.1.1 General Standards	Cite
1. Contractor's CTDs shall include an operating system capable of running, without limitation, inmate telephone calling, Video Visitation, Electronic Messaging and printing, and all attendant functionality as set forth in this SOW.	168
2. Wall-mounted CTDs should be installed in a way that prioritizes privacy for inmates/detainees.	171
3. The CTDs shall be suitable for a correctional environment. <ul style="list-style-type: none"> <li>a. Fixed CTDs (kiosks) shall be stainless steel, sturdy, non-coin, vandal and tamper resistant;</li> <li>b. Mobile CTDs (tablets) shall feature chemically and mechanically bonded polycarbonate casing, shatter-proof screen protector, and custom operating system, with a case that prevents detainees/inmates from accessing the inside of the tablet and opening or tampering with the hardware.</li> </ul>	171
4. The CTDs shall be reasonably water resistant and fire resistant.	171
5. Each wall-mounted CTD, at a minimum, shall be equipped with at least a 17", shatter-resistant and polarized touch screen monitor. The cord length for the CTD handsets is specified in <b>Appendix 1- Division Specifications</b> . CCSO shall approve the backplate type and model to be installed prior to installation.	171

<p>6. Each mobile CTD, at a minimum, shall be equipped with correctional-grade plastic case that is clear and see through over the mobile CTD screen. The mobile CTD screen shall be a color LCD shatter resistant touch screen and at least 7" in diagonal. Additional, minimum requirements include:</p> <ul style="list-style-type: none"> <li>a. Sound emitted through headphones/ear buds only;</li> <li>b. Contain an on/off switch;</li> <li>c. 8GB storage capabilities (if storage required for media);</li> <li>d. User manual available in English and Spanish.</li> </ul>	<p>172</p>
<p>7. Contractor will provide free headsets to CCSO("Headset Policy") in accordance with the following requirements:</p> <ul style="list-style-type: none"> <li>a. The purpose of Contractor providing free headsets is to allow CCSO to distribute one free headset to each detainee/inmate who is actively using Contractor's tablets;</li> <li>b. The headset will be mutually agreed between County, CCSO, and Contractor;</li> <li>c. The number of headsets provided each year will be equal to one headset for every inmate/detainee booked that year;</li> <li>d. To recover the cost of distributed free headsets, Contractor will also sell the same model of headset that is provided for free, but in a different color, directly or through the commissary;</li> <li>e. CCSO will include in its policies and procedures a policy to provide only one free headset to each inmate/detainee. This policy shall be communicated to CCSO staff and the inmates/detainees. Should any inmate/detainee require new headsets for any reason the inmate/detainee may purchase a new headset from Contractor through the Commissary;</li> <li>f. Contractor shall have access to the number of inmates/detainees booked on a monthly basis through the JMS. Contractor shall reconcile the number of free headsets given away with the number of inmates/detainees booked. CCSO agrees to promptly take corrective action if it is identified that the number of free headsets distributed is greater than the number of inmates/detainees booked;</li> <li>g. Contractor, County, and CCSO shall review the Headset Policy at or before the end of each year of the Agreement, and parties may agree to modify the Headset Policy. Changes to the Headset Policy may only take effect if agreed to in writing by Contractor, CCSO, and County. Changes to the Headset Policy may include, but not be limited to, Contractor implementing a process by which headsets are sanitized by Contractor and reused. Contractor agrees that the Headset Policy should not unreasonably rely on CCSO staff to conduct. CCSO and County agree to allow reasonable changes proposed by Contractor to the Headset Policy to be implemented;</li> <li>h. This Headset Policy shall remain in effect for the term of Agreement unless otherwise expressly agreed to change it in writing by County, CCSO, and Contractor.</li> </ul>	<p>174</p>

8. Mobile CTDs will not be inmate-specific. The ratio of mobile CTDs to inmates is specified in <b>Appendix 1– Division Specifications</b> .	178
9. The CTDs must not contain any exterior removable parts, which includes any attached instructions.	179
<b>2.2.1.2 CTD User Application</b>	<b>Cite</b>
1. The CTDs shall be configured with the CTDs only allowing access to functionality approved by CCSO and County. Additional functionality shall be mutually agreed upon in writing by CCSO, County and Contractor.	186
2. Inmates shall be prohibited from having access to the internet or any external applications. The CTDs must communicate with preapproved Applications and servers only.	186
3. The CTDs shall be configurable relative to the number of login sessions and duration per inmate, per day, per CTD or group of CTDs.	186
4. Each CTD shall display a counter capturing the duration of the login session in progress.	186
5. CTDs shall authenticate users' identities in accordance with the following requirements: <ul style="list-style-type: none"> <li>a. Every time a user accesses a communications application or makes a purchase in a non-communications application the CTD shall use a multi-factor authentication procedure which shall include at least one biometric factor in conjunction with Contractor's AccuPIN technology to authenticate the user;</li> <li>b. To access non-communications applications, with the exception of times when the user is making a purchase, the CTD shall authenticate the user using Contractor's AccuPIN technology.</li> </ul>	188
6. Contractor shall have the capability to configure each wall-mounted CTD so that inmates are not allowed consecutive login sessions. Contractor shall follow CCSO's direction for how the CTDs shall be configured for inmate access.	190
7. The CTDs shall be configurable relative to discontinuing an inmate's session due to inactivity during and after login while utilizing the Applications. The inactivity length shall be determined by CCSO and County.	190
8. The CTDs shall be configured with an automatic schedule dictating the time of day the CTDs are available for use. The schedule shall be configurable per	190

CTD, group of CTDs or Division.	
9. The CTD shall be capable of restricting/suspending inmate access for a period of time as designated by CCSO and County.	190
10. Contractor shall develop a CTD feature to enable the CTD to be capable of taking a photo of the inmate utilizing the CTD, minimally at the beginning of the session and preferably at subsequent times throughout the session. This feature shall be available in production within two (2) years of the execution of this Agreement.	190

### 2.3 Video Visitation Service Application and Video Visitation

Contractor shall supply a Video Visitation Service Application ("VVSA") that provides Consumers with the ability to participate in Video Visits with inmates/detainees and the CCSO with the ability to administer and monitor Video Visits. The VVSA and all visits conducted through the VVSA shall meet the minimum criteria listed in 2.3.1 "VVSA and Video Visitation specifications, terms and conditions".

#### 2.3.1 VVSA and Video Visitation specifications, terms and conditions

2.3.1.1 General Standards	Cite
1. The VVSA shall work with the fixed CTDs (kiosks) and its operating system provided and through a secured connection. VVSA, or any other real-time video interaction, shall not be provided on the mobile CTDs (tablets).	192
2. The VVSA shall be capable of providing all operational features and system requirements applicable to all video visitation visits placed through the CTD operating system, including inmate to general public, inmate to court, inmate to medical services, and professional visits.	192
3. All Video Visitation sessions shall be configured and conducted in accordance with the rules and regulations set forth by CCSO.	192
4. The VVSA shall be capable of requiring the general public to acknowledge and agree to terms and conditions (by scrolling from the beginning of the text to the end of the text) associated with CCSO's visitation policies; this shall be done with each visit.	192
5. Prior to the initiation of a Video Visitation session by an inmate and any Consumer or visitor, CCSO requires the completion of a registration process by Consumers and visitors.	193
6. Contractor shall have the capability to complete a qualification test for any remote visitors to verify the visitor meets minimal hardware/software requirements necessary	200

<p>to complete the remote visit (i.e. web cam, browser, etc.). The remote visitor shall not be charged for the qualifications test.</p>	
<p>7. The VVSA shall comprehensively record all video visitation sessions except for video visitation sessions that CCSO marks as "do not record" when the video visitation session is scheduled.</p>	201
<p>8. In all circumstances, the VVSA shall limit the inmate and visitor to a single session. The VVSA shall always require the inmate and visitor to disconnect the session in progress before another session is initiated.</p>	201
<p>9. The VVSA shall have the capability to allow CCSO to schedule visits for a particular inmate, station, and date and time as required by CCSO.</p>	202
<p>10. The VVSA shall interface with CCSO's JMS, at no cost to CCSO. The current JMS is internally supported and maintained. CCSO will not be responsible for paying any amount(s) associated with the required interface(s). The interface must include, but is not limited to, continuous synchronization of data concerning all CCDOC detainee scheduled video visitation sessions, the visitor(s) with whom the session took place, the length of the session, whether the session was completed, and the reason for any cancellation, rescheduling, and/or premature termination of the session. The CCSO reserves the right to request that any additional data points be recorded and interfaced with the JMS, and Contractor shall reasonably comply.</p>	202
<p>11. The VVSA shall be updated with all inmate housing assignments, movements, releases, restrictions, etc. necessary to validate the inmate's status and facilitate the scheduling process.</p>	203
<p>12. CCSO reserves the right to designate certain CTDs as "overflow" stations which shall not require a restriction based on the inmate's status or location within the Divisions.</p>	204
<p>13. Remote Video Visitation shall be available on commonly and commercially available operating systems and web browsers to maximize availability to Consumers, and shall meet the following requirements.</p> <ul style="list-style-type: none"> <li>a. Remote Video Visitation shall be supported by Contractor for all commercially available versions of Android, Apple and Windows operating systems that have not reached their end of service life with their manufacturers;</li> <li>b. Remote Video Visitation shall be supported by Contractor for the most recent commercially available release and last two major releases of Chrome, Microsoft Edge, and Safari. Additionally, Contractor shall support Internet Explorer 11 until it reaches its end of service life with Microsoft.</li> </ul>	204
<p><b>2.3.1.2 VVSA User Application</b></p>	Cite
<p>1. The VVSA shall provide high-quality, stereo audio and broadcast-quality video while meeting the industry quality standards.</p>	205

<p>2. CCSO shall designate an area within each Division for the installation of monitoring/control stations. Contractor shall provide a 65" or larger monitor for each monitoring area. Contractor shall accept CCSO's direction for how each monitoring area is configured.</p>	<p>205</p>
<p>3. The VVSA shall be capable of showing real time activity to CCSO officers. The control station shall have the capability to allow administrative functions in connection with the VVSA, including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. Set user ID;</li> <li>b. Set password;</li> <li>c. Set classification roles and associated tasks;</li> <li>d. Capture the user's first, middle and last name;</li> <li>e. Allow for remotely managing, adjusting and diagnosing hardware settings and connections using audio, video and LAN settings;</li> <li>f. Allow for live monitoring of all visits currently in progress(excluding attorney visits) by swiping through the active session at a rate that is configurable by CCSO;</li> <li>g. Manually terminate sessions;</li> <li>h. Report status of all video visitation stations (whether idle or offline); and;</li> <li>i. Configure the type of video visitation station to which an inmate has access.</li> </ul>	<p>206</p>
<p>4. The VVSA shall enable CCSO to initiate, control, record, retrieve, pause and monitor video visitation sessions.</p>	<p>211</p>
<p>5. The VVSA shall provide specific information for tracking inmate and visitor activities and patterns by, at a minimum, the following criteria:</p> <ul style="list-style-type: none"> <li>a. Inmate ID number;</li> <li>b. Inmate name;</li> <li>c. Visitor name;</li> <li>d. Date and time of visit;</li> <li>e. Inmate video visitation station; and;</li> <li>f. Daily, weekly and monthly visit statistics.</li> </ul>	<p>211</p>
<p>6. The VVSA shall have the capability to capture, store and query information regarding the visitor/general public/Consumer to include, at a minimum:</p> <ul style="list-style-type: none"> <li>a. First and Last Name;</li> <li>b. Date of birth;</li> <li>c. Social security number;</li> <li>d. Driver's license number;</li> <li>e. Email address;</li> <li>f. Inmate visited;</li> <li>g. Relationship to inmate;</li> <li>h. Date of last visit;</li> <li>i. Home address (physical address); and</li> <li>j. Telephone number.</li> </ul>	<p>212</p>
<p>7. Recorded Video Visits (and video messages if video messaging service is offered at the</p>	<p>213</p>



<p>facility) will be stored and accessible directly from VVSA User Application (iCON) for one hundred twenty (120) days. A request can be made for any recordings older than one hundred twenty (120) days that the County may need access to and Contractor will restore the recording(s) for direct access through iCON. Communication detail records (CDRs), which show information about any communication (such as the date, time, inmate name, etc.) will be stored for a minimum of ten (10) years.</p>	
<p>8. The VVSA shall be capable of taking an individual CTD out of service without affecting other CTDs. The VVSA must be able to shut down the VVSA quickly and selectively. CCSO must be able to shut down the VVSA via a control station or the user application and by cut-off switches at several locations including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. At demarcation location—all CTDs;</li> <li>b. By central control center—select CTDs; and</li> <li>c. By select tiers—control center.</li> </ul>	215
<p>9. The VVSA shall be capable of limiting the length of a visit, providing service at certain times of the day/week/month and allowing a maximum number of visits per inmate per day, week or month.</p>	215
<p>10. The VVSA shall include an alert system that will detect visits made by a particular inmate or visitor. Please include detailed information on the type of alerts available.</p>	216
<p>11. The VVSA shall allow for authorized personnel or staff to interrupt the video visitation visit and communicate directly with the inmate and visitor. The authorized personnel or staff's audio shall be heard by the inmate and visitor and be included in the recording of the video visitation visit.</p>	218
<p>12. Contractor's VVSA user application shall be capable of configuring custom user templates with roles, access levels and functions designated by CCSO and County.</p>	218
<p>13. The VVSA user application shall allow CCSO to download and store recorded sessions on portable storage media using Contractor's interface. Such recorded sessions will be available immediately to CCSO in real time for record requests, investigations, and any other purpose as determined by the CCSO.</p>	220
<p>14. Contractor shall have the capability to provide remote access to the VVSA at no additional cost and from any web browser supported by Contractor. The provision of remote access shall allow CCSO the same features and functionalities, permitted by the user's level of access, available on the control workstation.</p>	221
<p>15. At the direction of CCSO and County, Contractor shall restrict remote access to a single IP address or a range of IP addresses. Contractor shall maintain an IP whitelist database and shall follow CCSO and County's direction in updating the database.</p>	221
<p>16. Contractor shall provide an uninterrupted power supply source to ensure there is no loss of functionality or access to recorded Video Visits or real time data</p>	223

<p>17. VVSA shall be supported by Contractor for the most recent commercially available release and last two major releases of Chrome, Microsoft Edge, and Safari. Additionally, Contractor shall support Internet Explorer 11 until it reaches its end of service life with Microsoft.</p>	<p>223</p>
<p><b>2.3.1.3 Visitor Registration and Visit Scheduling</b></p>	<p>Cite</p>
<p>1. All visitors must complete a registration process in accordance with the policies, procedures, and requirements set forth by the CCSO.</p>	<p>224</p>
<p>2. Visitors may be required to register on-site at the Cook County Department of Corrections, or in-person at a location designated by the CCSO.</p>	<p>225</p>
<p>3. For visitors registering online, Vendor shall require information from registrants as determined by the CCSO. These requirements may be modified at any time by the CCSO and such modifications shall be implemented by Vendor.</p>	<p>225</p>
<p>4. In all circumstances, the VVSA shall limit the inmate/detainee and visitor to a single session, or as otherwise directed by CCSO. The VVSA shall always require the inmate/detainee and visitor to disconnect the session in progress before another session is initiated.</p>	<p>225</p>
<p>5. The VVSA shall have the capability to allow CCSO to schedule visits for a particular inmate/detainee, station, date and time as required by CCSO.</p>	<p>225</p>
<p>6. The VVSA shall, at a minimum, meet all of the following requirements relative to automatic scheduling:</p> <ul style="list-style-type: none"> <li>a. The availability of the automatic scheduling feature shall be completely web-based;</li> <li>b. Visitors shall be required to schedule visits at least 24 hours prior to the specified date and time of the visit;</li> <li>c. The VVSA shall only display the available CTDs for the requested date and time to the visitor during the scheduling process;</li> <li>d. If an inmate/detainee is unavailable for a scheduled visit due to a move within the Divisions, the VVSA shall automatically reschedule the visit and provide notice to the Consumer/visitor via electronic notification;</li> <li>e. If an inmate/detainee is released, the VVSA shall automatically cancel the visit and notify the Consumer/visitor via electronic notification. The Consumer/visitor shall not be charged for cancelled remote visits due to inmate/detainee releases and shall be provided notification of the visit cancellation;</li> <li>f. The VVSA shall be capable of sending the visitor an email notification confirming the scheduled or canceled visit.</li> <li>g. Upon the completion of a successful log-in into the CTD and VVSA, the inmate/detainee shall be able to view his/her daily list of scheduled visits. This service is subject to CCSO review and shall be restricted or eliminated at the</li> </ul>	<p>225</p>

discretion of the CCSO.	
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## 2.4 Electronic Messaging Application (“EMA”)

Contractor shall provide Electronic Messaging functionality for inmates/detainees via CTDs and corresponding administrative and investigative tools for CCSO in accordance with the minimum criteria listed in 2.4.1 “Electronic Messaging Application specifications, terms and conditions”.

### 2.4.1 Electronic Messaging Application specifications, terms and conditions

2.4.1.1 General Standards	Cite
1. The CTD’s operating system shall have the capability to allow electronic messaging of the following types: <ul style="list-style-type: none"> <li>a. Inbound and outbound email-like service called Secure Mail;</li> <li>b. Inbound and outbound text message-like service (“Secure Message”);</li> <li>c. Inbound only picture messages (“Picture Message”), which is uses the Secure Mail platform.</li> </ul>	230
2. Picture messages from the general public shall be sent separately from a traditional incoming message, if approved by CCSO.	237
3. The EMA shall be configurable to limit the number of allowed characters.	237
4. The party sending an inmate an electronic message shall be provided the opportunity to prepay for the inmate’s response to the electronic message being sent.	237
5. Inmates shall be limited to responding to received electronic messages or writing new electronic messages only to a party from which an inmate has previously received an electronic message. Inmates shall be prohibited from initiating an electronic message to a party from which the inmate has never received an electronic message. Inmates shall be allowed 1 reply for every received electronic message.	238
6. The Secure Mail type of EMA shall allow inmates to draft a response to an electronic message and save the draft for transmission at a later time. The inmate shall not be charged for creating a draft message response.	238
7. Inmates shall be able to request a print of an electronic message or picture message via the EMA and while logged into his/her individual account. Inmates shall not incur a cost for viewing an electronic message or picture.	238
8. Prints shall be processed through the Division’s mailroom, following CCSO’s processes	238

and procedures for regular mail received by CCSO.	
9. At CCSO's direction, printing may be completed by Division staff through designated computers on CCSO's network. Should CCSO choose to implement this printing method, Contractor shall specify any network interface requirements or web application requirements.	238
10. Each electronic message and/or print, at a minimum, shall include the inmate's first and last name, current housing unit, Division and the inmate's identification number.	239
11. The EMA shall allow for electronic messages to be sent from the CCSO staff to the inmates or a group of inmates as designated by CCSO. Inmates shall not be allowed to reply/respond to the staff via the EMA. Any electronic messages from the staff to the inmate or group of inmates shall not be charged a fee.	239
12. The EMA shall allow inmates at the Divisions to retain an inbox of received electronic messages for a period of 30 days. The inbox limit for read and unread electronic messages shall be configurable. Upon an inmate's release or transfer out of CCSO's custody, the inmate's account must be deactivated. However, the inmate's activity and data shall be stored after deactivation for the life of the Agreement to allow for monitoring and administration by CCSO.	243
13. Contractor shall interface with CCSO's JMS for the purpose of validating inmate account balances, at no cost to CCSO.	243
14. The CTD, upon each login, shall provide the inmate with an option to obtain his/her EMA account balance.	247
15. If an inmate does not have sufficient funds to process an EMA transaction, the CTD shall provide the inmate with a decline message stating there are insufficient funds in the account to process a transaction.	247
<b>2.4.1.2 User Application</b>	Cite
1. Each inbound and each outbound message and/or picture message shall be routed by the EMA to CCSO for review and approval in accordance with CCSO's censorship's rules and regulations. Contractor shall ensure no messages can be viewed by the inmates prior to approval by CCSO and/or the mailroom staff. The EMA shall identify or group electronic messages based on the status of the messages, e.g., awaiting approval from CCSO, released to inmates, censored, etc. in order for staff to easily identify messages that require further attention.	248
2. Should CCSO reject a message, the EMA shall transmit a notification message to the party initiating the message and to the inmate in which the electronic message was addressed indicating that the message has not been approved for delivery as well as the reason for which the message was not approved.	249

3. The EMA shall allow system users to select the reason for censoring the electronic message using a drop down box. Censoring reasons shall be specified by CCSO.	250
4. The EMA shall have the capability for CCSO to reset an individual password.	250
5. The EMA shall have the capability for CCSO to query all messages and data stored for the Divisions.	251
6. The EMA shall have the capability to alert CCSO personnel of specific activity based on pre-set criteria in the EMA, through email.	251
7. The EMA shall have the capability to translate messages. The required languages are Spanish and English.	251
8. The EMA shall have the capability to disable and/or shut off service to a CTD or group of CTDs based on the user level and password.	252
9. The EMA shall have the capability to track certain activities and patterns. The following reports (at a minimum) shall be made available for monitoring and investigative purposes. New reports, as requested by CCSO, shall be produced by Contractor at no cost to CCSO. <ul style="list-style-type: none"> <li>a. Messages by inmates;</li> <li>b. Messages by sender;</li> <li>c. Messages by CTD or group of CTDs;</li> <li>d. Link analysis;</li> <li>e. Daily, weekly and monthly statistics;</li> <li>f. Totals by inmate;</li> <li>g. Totals by CTD;</li> <li>h. Totals by Division; and</li> <li>i. Totals by transaction type.</li> </ul>	252
10. The EMA shall provide the capability of conducting data analysis including, but not limited to, providing reports which identify if multiple inmates are receiving electronic messages from the same end-user, an end-user receiving electronic messages from multiple inmates, etc.	253
11. The EMA shall provide the capability to customize reports in a format mutually agreed upon by CCSO and Contractor and at no cost.	254
12. The EMA shall have the capability to capture all activity and tasks performed by each system user.	254
13. Contractor's EMA user application shall be capable of configuring custom user templates with roles, access levels and functions designated by CCSO and County.	255
14. Contractor shall provide remote access to its system for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the EMA provided	255

by Contractor at no cost to County.	
15. Contractor shall store all messages, reports and data online for the term of the Agreement and all renewal term(s). Contractor shall store all messages, reports and data online for a period of 5 years beyond the last date of service under the Agreement and any renewal term(s). Archived and/or offline messages, reports and data shall be retrieved and provided by Contractor to CCSO within 2 business days upon receipt of the requested messages, reports and/or data.	256

## 2.5 Consumer Services/Funding Methods

Contractor shall provide Consumer Services/Funding Methods according to the specifications set forth in 2.5.1 "Consumer Services/Funding Methods specifications, terms and conditions".

### 2.5.1 Consumer Services/Funding Methods specifications, terms and conditions

2.5.1.1 General Standards	Cite
1. Contractors must provide LEC Collect Calling, Prepaid Collect, Debit, Free, and Direct Bill calling, billing, and account services.	257
2. The County and CCSO shall be able to specify the dormancy/expiration time frame for Prepaid accounts.	266
3. County requires that Contractor issue refunds to Consumers for any Prepaid funds remaining in any Prepaid account upon the Consumer's request whether the account is active or inactive. Should an account be deactivated by Contractor and the Consumer requests to re-activate the account and receive calls from inmates at the Divisions, the funds shall be made available to the Consumer by Contractor. No fees shall be charged to the Consumer for refunds or reactivation of funds associated with a Prepaid account.	266
4. Contractor shall not prevent the completion of a Prepaid Collect communication if the Consumer's Prepaid Collect balance is less than the average cost of a communication (regardless of communication type) from the Divisions.	267
5. Contractor shall provide the called party with the balance of their Prepaid account at the time of the call.	267
6. Contractor shall establish Direct Bill accounts that are billed on a monthly basis for entities at the request of County and/or the entity.	267
7. Contractor shall interface with CCSO commissary provider in order to transfer funds to inmate/detainee Debit accounts directly from inmate/detainees' trust/commissary	268

accounts. No fees shall be charged to the inmate/detainee by Contractor for either the direct funding of Debit accounts or the transfer of funds from a trust/commissary account to Debit accounts.	
8. Contractor shall not require and/or utilize prepaid "cards" for inmate/detainee Prepaid Debit accounts. All inmate/detainee Debit accounts shall be electronic and facilitated through the CCSO commissary provider.	270
9. Inmate/Detainee Debit accounts shall not expire.	270
10. Inmate/Detainee Debit accounts shall not have minimum balance requirements.	270
11. Contractor shall allow inmates to request Debit purchases using the inmate telephone or CTD. Contractor shall interface with CCSO's current inmate banking/commissary provider in order to facilitate account funding, ease of transferring funds from the inmate trust accounts to the Debit accounts. This interface will be created and maintained at no cost to the County.	270
12. The IDTS shall provide the inmate with the balance of the Debit account at the time of the call.	270
13. International Calls shall be permitted from Debit accounts and to Prepaid accounts.	270
14. Contractor shall not prevent the completion of an Inmate/Detainee Debit communication if the Inmate/Detainee's Debit balance is less than the average cost of a communication (regardless of communication type) from the Divisions.	271
15. Contractor must coordinate with trust/commissary account service to issue refunds to inmate/detainees for any Debit funds remaining in any Inmate/Detainee Debit account upon inmate/detainee's request. No fees shall be charged by Contractor to the inmate/detainee for refunds or reactivation of funds associated with an Inmate/Detainee Debit account. Refunds to inmate/detainees will be issued to the inmate's trust/commissary account through Contractor's interface with the CCSO commissary vendor.	272
16. The County has a vested interest in ensuring that Consumers are provided with affordable, accessible, and intelligible CCS services. In order to prevent confusion and surreptitious attempts to increase revenue, all interactive voice response (IVR) and customer service scripts with which Consumers have contact are subject to revision by the County and CCSO. Contractor shall submit all call flows and IVR/customer service scripts to County and CCSO for review. Any changes proposed by the County and CCSO are subject to agreement by the Contractor, which Contractor shall not unreasonably withhold. Additionally, the Contractor is required to submit all proposed changes to scripts to the County and CCSO for review and approval prior to implementation.	272
17. Contractor shall provide a Promotional Calling option that will permit the called party to either establish a Prepaid account, accept the call, or pay for the call via a credit/debit card. Contractor acknowledges that credit/debit card transaction fees are	273

expressly prohibited.	
18. Following the beginning of contract performance, when funds are paid to a Prepaid account, or funds are transferred from an inmate trust/commissary account to an Inmate/Detainee Debit account, Contractor accepts all responsibility for fraud and/or identity theft occurring within its system for which Contractor could have reasonably detected and/or prevented, up to and including a refund to the affected Consumer or Inmate/Detainee for the lost funds.	274

## 2.6 Revenue, Rates, and Fees

Contractor is permitted to generate revenue in connection with the Contract only as explicitly provided in the Contract. Revenue generation is subject to the specifications set forth below in Section 2.6.1 "Revenues, Rates, and Fees specifications, terms and conditions"

### 2.6.1 Revenue, Rates, and Fees specifications, terms and conditions

2.6.1.1 General Standards	Cite
1. Contractor is permitted to generate revenue in connection with the Contract exclusively through: <ul style="list-style-type: none"> <li>a. Call rates;</li> <li>b. Video Visitation rates (Local Video Visits are Free);</li> <li>c. Electronic Message rates, which includes Voice Messaging, Secure Messaging, and Secure Mail; and</li> <li>d. Rates for secondary services provided through CTDs, if any are approved via amendment by the County.</li> </ul>	275
2. Contractor shall not impose any charges on a Consumer or Inmate/Detainee without the charge being memorialized in the contract.	275
3. Any charge type or amount Contractor imposes on a Consumer or Inmate/Detainee that is not expressly listed in the Contract, including but not limited to any Ancillary Fee, is prohibited and constitutes a material breach of the contract and an event of Contractor default, as defined in Article 9(a) of the Professional Services Agreement. In the event of default, in addition to any other permitted remedies, County's remedies include Contractor issuing refunds to all overcharged Consumers or Inmate/Detainees within 5 business days and providing to County a list of the issued credits.	275
4. Under no circumstances may the Contractor take unilateral action to adjust rates to comply with its interpretation of any regulation, statute, order, or other putative legal mandate.	276
5. Contractor must, at a minimum, provide the following free services.	276



<p>a. All Calls from JTDC are Free;  b. All Calls to the Cook County Public Defender's offices are Free;  c. Each CCSO inmate/detainee receives 15 minutes of Free Calls at booking;  d. Each CCSO inmate/detainee receives an additional Free Call with a maximum duration of five minutes after booking;  e. Contractor shall provide an allotment of 2,000 Free calls, each with a maximum duration of 15 minutes, that County administers to allow indigent inmates/detainees to place phone calls from 13 distinct Correctional Rehabilitation Worker offices at different physical locations within County facilities in which a Free TTY or other ADA-compliant device is capable of connection.</p>	
<p>6. Only those Calls, Video Visitation sessions or Electronic Messages specified and approved by the County shall be processed as Free and shall not generate any revenue or compensation for Contractor.</p>	277
<p>7. County reserves the right to enter a Free number, Video visitor or Electronic Message recipient in the CTD's operating system or applicable system as deemed appropriate by CCSO and County and without the assistance of Contractor.</p>	277
<p>8. Such Free calls, Video Visitation sessions and Electronic Messages shall be marked "Free" in the CTD's and/or IDTS operating system and shall be designated as such in the call/transaction detail records.</p>	278
<p>9. Contractor is prohibited from charging any Ancillary Fee to any Consumer or inmate/detainee in connection with this Contract. Contractor acknowledges that they have read and understood the definition of Ancillary Fee in the Glossary.</p>	278
<p>10. The County recognizes that Contractor might have contracts in place with third-party payment or wire transfer processors (NOT including credit card processors), such as MoneyGram, which permit the third party to impose Third-Party Financial Transaction Fees as part of its agreement with Contractor. Contractor agrees that the County reserves the right to require the awarded Contractor to either prevent the funding of Consumer/Inmate/Detainee accounts through such third parties or, in the alternative, credit Consumer/Inmate/Detainee accounts an amount equivalent to the third-party transaction fee charged.</p>	279
<p>11. Contractor is prohibited from charging Discretionary Taxes or Fees.</p>	279
<p>12. Contractor is permitted to charge those Mandatory Taxes and Fees that are specified in the Professional Service Agreement, Exhibit 2 "Schedule of Compensation". All other taxes, fees, and surcharges are considered Ancillary Fees and accordingly are prohibited.</p>	279
<p>13. Whenever a Mandatory Tax or Fee memorialized in the Contract is reduced or eliminated by law, Contractor must inform the County in writing. Failure to comply with this section in a timely manner following the change in a Mandatory Tax or Fee shall constitute a material breach of the contract and an event of Default.</p>	279

<p>14. It is expressly understood that County is not responsible in any way, manner or form for any of Contractor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, interface costs, insurance, interest, penalties, attorney fees, liquidated damages, performance credits, licenses, fees, tariffs or other costs related to Contractor's services.</p>	<p>279</p>
<p>15. The rates memorialized in this Contract apply regardless of the underlying technology used to facilitate the communication type. Thus, for example, the County prohibits the use of video protocols to provide purely voice communication at a higher rate than Contractor's proposed telephone rates. Violation of this requirement constitutes a material breach of the contract and an event of Contractor default, as defined in Article 9(a) of the Professional Services Agreement. In the event of default, in addition to any other permitted remedies, County's remedies include Contractor issuing refunds to all overcharged Consumers or Inmate/Detainees within 5 business days and providing to County a list of the issued credits.</p>	<p>280</p>

## 2.7 Additional Technology

Contractor shall implement the additional technology according to the criteria set forth in 2.7.1 "Additional Technology specifications, terms and conditions".

### 2.7.1 Additional Technology specifications, terms and conditions

2.7.1.1 General Standards	Cite
<p>1. Additional Technology described in this section shall be provided by Contractor subject to the discretion of the County and CCSO and shall be implemented or discontinued upon written request from the County or CCSO. To the extent any functionality provided by the Additional Technology enumerated in this section is required by specifications set forth in another section of this Contract, said technology shall not be considered Additional Technology for purposes of this Contract, regardless of Contractor's proprietary name for the technology. Additional Technology will be provided by Contractor subject to the terms and conditions of this Contract and not any other clickwrap, browwrap, shrinkwrap, or other extrinsic set of terms and conditions.</p>	<p>n/a</p>
<p>2. Contractor shall provide its EdovoGo service, which allows inmates/detainees to continue accessing a library of material after their release from any connected device.</p>	<p>281</p>
<p>3. Contractor shall provide its Watch List investigative feature, which allows users to create lists of interests based on any desired criteria and have the system alert them when any communication occurs that meets the specified criteria.</p>	<p>281</p>

<p>4. Contractor shall at the discretion of CCSO provide iCON Tracker Called Number Geographic Location Tracking (Geotracking), which is a tool that displays the geographic location of called parties on a visual map. If the destination of the number is a landline, the map will display the address of the landline. If the destination number is a cell phone, the address where the cell phone is registered will be displayed. For selected cell phone numbers of special interest, Geotracking also provides the ability to have displayed on a map the real-time geographic location of that cell phone at the time of the call.</p> <p>a. Contractor is responsible for obtaining any and all necessary consents required by law to implement Geotracking functionality. This feature will not be available if Contractor is unable to obtain the required consents.</p>	<p>281</p>
<p>5. Contractor shall provide its WatchWord+ Audio Mining and Keyword Search Utility, which allows CCSO investigators to search for spoken keywords or phrases inside of call recordings and voicemails. Investigators can search for any word or phrase desired.</p>	<p>282</p>
<p>6. Contractor shall provide its iCON Data Link feature, which will allow CCSO to receive, view, and investigate inmate communications data not only from its own facility but also from other nearby correctional facilities.</p>	<p>282</p>
<p>7. Contractor shall provide additional Secure Inmate Messaging features as follows:</p> <p>a. Video Messaging Service – Consumers shall be able to record and send 60-second video clips to inmates/detainees.</p> <p>b. Voicemail – Consumers shall be able to send inmates/detainees voice messages.</p> <p>c. Rates for messaging services provided in this section are set forth in the Professional Service Agreement, <b>Exhibit 2 - Schedule of Compensation.</b></p> <p>d. All messaging services provided in this section shall be subject to configurations and approval processes established by CCSO.</p>	<p>282</p> <p>[234 for messaging service details]</p>
<p>8. Contractor shall configure its CTDs to integrate with CCSO’s approved Law Library vendor. Contractor requires the Law Library vendor to make reciprocal integration efforts and Contractor is not responsible for any license fees related to making the Law Library content accessible on the CTDs.</p>	<p>247</p>
<p>9. At the option of CCSO, Contractor shall work with CCSO to utilize CCSO’s database to implement fingerprint biometrics.</p>	<p>289</p>
<p>10. Contractor shall provide additional reporting and analytics tools as Contractor develops and makes them available to other customers.</p>	<p>289</p>
<p>11. Contractor shall supply upon request by CCSO deposit/payment kiosks at County facilities. Alternatively, CCSO may require and Contractor shall agree to interface with another kiosk or commissary provider specified by CCSO.</p>	<p>264</p>
<p>12. CTDs shall be loaded with and provide access to Edovo’s educational suite with</p>	<p>20</p>

all attendant features and incentive-based educational systems, including but not limited to entertainment features.	
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## 2.8 Solution Performance and Availability

Contractor shall provide its services and technology in accordance with specific hosting and service level criteria as set forth below in 2.8.1 "Solution Performance and Availability specifications, terms and conditions."

### 2.8.1 Solution Performance and Availability specifications, terms and conditions.

2.8.1.1 Hosting Services	Cite
1. All data collected or administered in accordance with this Contract shall be hosted by Contractor in facilities controlled by Contractor on equipment controlled by Contractor. These facilities may be third-party data centers. Contractor shall use redundant data centers in multiple geographical locations.	292
2. Exceeding Contractor's data storage or bandwidth limit(s) will not cause the County incur additional costs.	293
3. All County data-at-rest shall not be stored outside of the continental United States	295
2.8.1.2 Support and Maintenance Services – Customer Service	Cite
1. Contractor shall provide a toll free customer service number as well as additional web-based customer services. Customer services shall be available 24 hours a day, 365 days a year.	295
2. Contractor's customer service center shall be located in the United States, and will offer telephone-based support on a 24-hours a day, 7- days a week, 365-days a year basis in English and Spanish. Contractor also routinely staffs customer service personnel on a non 24-hours a day, 7- days a week, 365-days a year basis that speak other languages, including French, German, Japanese, and Cantonese.	296
3. Contractor shall handle requests for refunds according to the following criteria: a. Consumers may request the closure and return of the remaining balance on Prepaid accounts at any time. Refunds shall be processed within twenty-four (24) hours of receiving a Consumer request. A refund request shall be considered "processed" when, in the case of requests for a check, the check has been delivered to the US post office for first class delivery, and in the case of refunds to credit, debit, or other types of cards or banking institutions, that	297

<p>Contractor has entered the transaction with the Consumer's card or banking institution.</p> <ul style="list-style-type: none"> <li>b. When an inmate/detainee is released or transferred, any remaining funds in the inmate's Debit account will be refunded to the inmate/detainee. Inmate/detainees must contact Contractor's customer service line to request a refund. Contractor will then issue a check to the inmate/detainee's current address.</li> <li>c. Contractor shall comply with all applicable state unclaimed property laws with respect to any unclaimed funds.</li> </ul>	
<ul style="list-style-type: none"> <li>4. Upon County request, Contractor shall supply a report detailing:             <ul style="list-style-type: none"> <li>a. Average hold time for customers of Contractor's services provided to the County;</li> <li>b. Average issue resolution time for customers of Contractor's services provided to the County;</li> <li>c. Issue resolution rate for customers of County's services provided to the County.</li> </ul> </li> </ul>	303
<p><b>2.8.1.3 Support and Maintenance Services - Mandatory County Service Level Requirements</b></p>	Cite
<ul style="list-style-type: none"> <li>1. Contractor shall formally notify CCSO and County in writing fifteen (15) days in advance of any change in service or provider affecting ability to complete local, long distance, and/or international, collect, prepaid, debit, and free calls through the IDTS, or affecting any material term or condition as specified in the Statement of Work.</li> </ul>	304
<ul style="list-style-type: none"> <li>2. Contractor shall respond to repair requests from CCSO by arriving at the Divisions promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis. Unless otherwise directed by CCSO, repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 2-hours following notification of a service request or system failure.</li> </ul>	304
<ul style="list-style-type: none"> <li>3. Contractor must exhibit to County a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem.</li> </ul>	304
<ul style="list-style-type: none"> <li>4. County shall be notified of progress and/or delays in progress until the problems are resolved. Contractor shall notify County any time a will be dispatched and prior to the technician's arrival.</li> </ul>	305
<ul style="list-style-type: none"> <li>5. Contractor shall provide sufficient labor, parts materials, technical personnel, and transportation necessary to maintain telephones, CTD's, CTD operating systems and equipment at 99.9% availability daily.</li> </ul>	306
<ul style="list-style-type: none"> <li>6. Contractor technicians performing work at the Divisions must at all times be in pairs of 2. Contractor will proactively monitor telephones, CTDs, CTD's operating system, interfaces to third party applications and related equipment for all interface alarms. Contractor will notify the County and CCSO of 99% of alarms within fifteen (15) minutes by email to the County email address(es) as designated by the County and CCSO. This notification shall be measured on a monthly basis and Contractor shall provide reports to the County and CCSO sufficient to determine compliance with the SLA. For each</li> </ul>	313

<p>month in which Contractor fails to meet its Notification SLA requirements within thirty (30) days, Contractor shall tender performance credits in the amount of eight thousand dollars (\$8,000.00) to the County.</p>	
<p>7. Contractor shall be responsible for resolving any reported repairs or replacements based on the priority levels approved by County pursuant to this RFP:</p> <ul style="list-style-type: none"> <li>a. In no event shall repairs and service issues exceed 10 days following notification of a service request or system failure ("Cure Period").</li> <li>b. Additionally, in no event shall repairs to or replacements of telephones or fixed CTDs take longer than 24 hours from the point at which CCSO grants Contractor access to the telephone or fixed CTD that needs to be repaired or replaced, unless otherwise directed by CCSO.</li> <li>c. Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, County may impose a daily fine or penalty. Such daily fine or penalty shall be equal to \$1,000.00 per day for each reported repair or replacement Contractor fails to resolve, and shall be incurred for each day after the Cure Period until each reported repair or replacement is resolved by Contractor.</li> <li>d. County shall submit an invoice to Contractor identifying the total amount due for the daily fine or penalty for each reported repair or replacement and Contractor shall remit payment of the invoice within 30 days.</li> </ul>	<p>314</p>
<p>8. Additionally, County may, without penalty, cancel the Agreement with Contractor if Contractor has not cured a service problem within the Cure Period.</p> <ul style="list-style-type: none"> <li>a. Contractor shall provide the on-site response time, priority levels and escalation schedule for both normal maintenance and emergency outage/service issues at and/or related to the Divisions.</li> <li>b. Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the telephones, CTDs, CTD operating system, interfaces to third party applications and related equipment. Contractor will assume liability for any and all such damages.</li> <li>c. All operation, maintenance and repair issues regarding the telephones, CTDs, CTD operating system, interfaces to third party applications and related equipment shall be reported by Contractor promptly.</li> </ul>	<p>315</p>
<p>9. If any stage of the installations is not completed within the timeframe allowed in the agreed-upon Implementation Plan as amended or updated in accordance with the change control process, Contractor shall tender performance credits in the amount of \$750.00 for each day beyond the installation date until the installation is complete. The parties shall agree that such performance credits reflect an agreed reduction in service and shall neither be treated as liquidated damages nor foreclose any County remedy available at law or in equity. Should Contractor need to tender performance credits, County will invoice Contractor. Payment of the invoice shall be made to County within 30 days of Contractor's receipt of the invoice. However, Contractor shall not incur performance penalties if the cause of the delay is beyond the Contractor's reasonable control.</p>	<p>315</p>

<b>2.8.1.4 Additional SLAs, KPIs, and Performance Credits</b>	<b>Cite</b>
1. Contractor is responsible for all tiers of support.	320
2. Contractor will provide toll-free telephone lines in adequate quantity to handle call volume; ACD system(s) to record call date, time and duration information; and electronic interfaces to all systems for monitoring and reporting.	321
<b>2.8.1.5 Business Continuity and Recovery - Cloud/Hybrid Hosting</b>	<b>Cite</b>
1. Contractor must use an automated backup and recovery capability for the system and applications, including incremental and full back-up capabilities. Additionally, system backups must be accomplished without taking the applications out of service and without degradation of performance or disruption to County operations.	322
2. Contractor must provide services from at least two geographically diverse data centers that do not share common threats (e.g. the data centers cannot be in the same earthquake zone, likely hurricane path, same flood zone, etc.). The data centers must at a minimum meet Tier III standards for redundancy of power, telecommunications, HVAC, security, fire suppression, and building integrity.	322
3. Contractor's secondary/redundant data center shall meet a 99.982% or better intra-day RTO.	323
4. Contractor must implement Crisis Management and Business Continuity and Disaster Recovery plans, subject to County approval, which the County will not reasonably withhold. These plans must outline how the Contractor will support the County's recovery at the alternate site, including backup staff required to implement the plan in an emergency if Contractor's primary staff is unavailable. Such plans shall also include a minimum of annual testing in coordination with the County.	323
5. Contractor shall provide and maintain an adequate number of appropriately sized APC Smart Uninterruptible Power Source (UPS) systems with surge protection and line conditioning. These systems will be capable of supporting all on-site components including administrating PCs, Channel Banks, and Routers for a minimum of four (4) hours.	324

## 2.9 Installation/Implementation Requirements

Contractor shall provide a managed implementation accomplishing the deliverables and specifications by agreed dates within a joint project task list and timeline. Contractor's implementation must meet the minimum criteria set forth in 2.9.1 "Installation/Implementation specifications, terms and conditions". The minimum criteria set forth in 2.9.1 "Installation/Implementation specifications, terms

and conditions” shall be applicable for all future installations and implementations of any technology under this Agreement.

**2.9.1 Installation/Implementation specifications, terms and conditions.**

2.9.1.1 General Standards	Cite
<p>1. Contractor must comply with the County’s content management procedures for tracking progress and documents for the duration of the project via either the County’s SharePoint site or as otherwise agreed. In addition, the Contractor will submit written weekly or monthly status reports to the County, which may include: work accomplished, updated Gantt charts, production goals, accepted deliverables, meetings and minutes, status of risks, issues or problems, summaries of approved project changes, and invoicing and payment.</p>	10
<p>2. For each Division at Cook County Corrections as well as JTDC, Contractor shall submit a detailed implementation plan which shall specifically address Contractor’s proposed approach to install new and upgrade existing wiring, network and related equipment required for stand-alone telephones, CTDs, and Applications. As approved by CCSO and County, and Contractor’s implementation plan shall become a part of the Agreement and shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>a. Pre-installation site visits;</li> <li>b. County installation timeline review;</li> <li>c. Ordering and shipping of hardware/software;</li> <li>d. Development and completion of the required interfaces;</li> <li>e. Configuration and population of the telephones and/or CTDs with existing required restrictions and data;</li> <li>f. Installation of IDTS, CTDs; and</li> <li>g. Transition date.</li> </ul>	10
<p>3. Contractor’s implementation plan shall include a detailed description of the process by which Contractor will facilitate seamless account creation for all detainees in custody at the time of installation and seamless account sign-up for all newly booked detainees on a daily basis for the term of the agreement.</p>	11
<p>4. JTDC will only include the installation of basic stand-alone telephones. The CCSO prefers a full installation of CTDs without reliance on stand-alone telephones, but recognizes that stand-alone phones or similar hardware may be required during transition periods or for security purposes.</p>	11
<p>5. Contractor shall indicate any environmental conditions required for the proposed CTDs and CTDS; indicate whether Contractor proposes to make any changes to the IDF or MDF at any of the Divisions, including any observations acquired during the site evaluation. Contractor must indicate the physical size of the CTDS controlling equipment to be installed at the Divisions and provide a diagram or visual aid.</p>	



2.9.1.2 Installation/Implementation Requirements	Cite
<p>1. For JTDC, Contractor will make every effort to work with the current inmate telecommunications vendor to purchase the existing telephones. If purchasing the existing phones is not feasible, then Contractor will replace all existing telephones with new phones and will do a one-for-one replacement with zero downtime to calling service.</p>	325
<p>2. Contractor will provide simple, easy-to-understand instructions and marketing materials for inmates/detainees covering how to use all communication equipment and services. Minimal requirements include:</p> <ul style="list-style-type: none"> <li>a. Materials and placement of materials are subject to approval by County and CCSO;</li> <li>b. Materials will be provided in English and Spanish, and Contractor can make these materials available in any language at no additional cost to County or CCSO;</li> <li>c. Placards containing dialing instructions will be mounted on each inmate telephone and shall be replaced each time an inmate telephone set is replaced;</li> <li>d. Placards and picture diagrams containing instructions in both English and Spanish shall be placed above each wall-mounted CTD and shall be replaced as required by CCSO;</li> <li>e. Mobile CTDs shall contain the instructions in both English and Spanish in digital format accessible on the device; and</li> <li>f. Contractor shall post a rate and fee schedule near each CTD or group of CTDs and near each IDTS or group of IDTSs which will include an explanation of the Contractor's Prepaid and Debit programs which is inclusive of all transaction fees.</li> </ul>	325
<p>3. Contractor shall be responsible for all costs associated with the inmate telephones, CTDs, operating system, applications and related equipment to include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all inmate telephones and proposed CTDs are in good working order and in compliance with the equipment manufacturer's specifications.</p>	326
<p>4. Contractor's IDTS, CTDs, operating system and applications shall not be configured to reside on or use the CCSO or County network. However, at CCSO and County's direction, Contractor may integrate its network with the County's network to accommodate additional applications required and/or developed by County.</p>	326
<p>5. Contractor agrees to obtain CCSO and County's written approval before making any physical changes to the Divisions such as drilling into walls, floors, ceilings or any other</p>	327

<p>portion of the Divisions. This includes existing, newly constructed and/or expanded Divisions.</p>	
<p>6. Contractor agrees to obtain CCSO and County's written approval on the materials and type of equipment to be installed at the Divisions to include back plates, cord type, etc. This includes all stages of installations and maintenance.</p>	327
<p>7. Contractor shall install the wall-mounted inmate telephones, CTDs, pedestals, enclosures, stools and related equipment and software in accordance with the manufacturer's, County and CCSO specifications.</p>	327
<p>8. All telephone equipment provided shall be fully operational at the time of the initial installation. The CTDs, operating system and Applications shall be operational in accordance with the minimum specification set forth in section 2.2 "Correctional Telecommunications Device".</p>	327
<p>9. Use of existing conduit, raceways, cable, wiring, switches and terminal within the Divisions is at the risk of Contractor. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by Contractor becomes County's property upon termination and/or expiration of the Agreement.</p>	327
<p>10. All new cables shall be used and marked clearly and legibly at both ends, and meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by CCSO and County prior to installation. All wiring work shall be completed in accordance with protocol set forth by the County's Capital Planning Department.</p>	328
<p>11. At no cost to CCSO and County, Contractor shall install or supply additional inmate telephones, CTDs, Applications, voice verification enrollment telephones, monitoring and recording equipment and other related equipment as needed, in accordance with the following timelines:</p> <ul style="list-style-type: none"> <li>a. Requests for new devices in an amount up to 500 Mobile CTDs (tablets) or 140 Fixed CTDs (kiosks) to be installed in an area in which the same service is already being provided shall be completed within 30 days of written request;</li> <li>b. Requests for new devices in an amount greater than stated above, or requests for new devices in an area that currently does not offer services, such as newly constructed or expanded Divisions, shall be completed as quickly as possible on a mutually agreed schedule.</li> </ul>	328
<p>12. If the installation of the additional equipment is not completed within the timeline established in section 2.9.1.2(11) Contractor may incur performance credits in the amount of \$500.00 for each day beyond the agreed installation date installation date until the installation is complete. However, Contractor shall not incur such credits if the cause of the delay is beyond the Contractor's reasonable control. The parties shall agree that such performance credits reflect an agreed reduction in service and shall neither be treated as liquidated damages nor foreclose any County remedy available at</p>	328

law or in equity.	
13. Should Contractor incur performance credits, County will invoice Contractor. Payment of the invoice shall be made to County within 30 days of Contractor's receipt of the invoice.	328
14. Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightening protection equipment for the CTDs.	328
15. All inmate telephones and CTDs shall be powered by a separate power supply and shall have an Uninterruptible Power Supply ("UPS") back-up power.	329
16. Contractor shall provide the UPS back-up power source to ensure continuity of functionality and that there is no loss of recordings or real time call data in the event of a power failure.	329
17. Installation of all inmate telephones, CTDs and related equipment shall be accomplished during off hours in order to not affect the orderly operation of the CCSO, or as otherwise specified by CCSO.	329
18. Contractor shall clean up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by CCSO, no equipment, inventory or spare parts shall be stored by Contractor at the Divisions.	329
19. Contractor shall correct any damage to CCSO's property caused by maintenance or installation associated with the inmate telephones, CTDs and related equipment, including repairs to walls, ceilings, etc.	330
20. Contractor shall install, repair and maintain all Contractor-provided equipment, including but not limited to, any wiring or cable work required from the demarcation throughout the Divisions. All Contractor-provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor.	330
21. Upon completion of the installation stages, Contractor shall provide CCSO and County with a list of equipment specifications and locations of each device/unit.	
22. Contractor shall provide written documentation indicating that all circuits have been tested and all cables, wiring, fiber strands, etc. are legibly marked after the completion of each installation.	331
23. Any exposed conduit must be approved by the County and CCSO. Any exposed conduit installed in inmate living areas must be rigid type metal conduit.	332
24. Contractor's Implementation Plan shall specifically address Contractor's proposed approach to install new and upgrade existing wiring and related equipment required for the, CTDs, operating system and Applications specified in this RFP while transitioning stand-alone telephones to the approved CTDs, operating system and	332

applications.	
25. CCSO and County require Contractor to complete installations at its Divisions in the following order of services ("Priority Services"): transition to replacement system; transition from traditional telephones to CTDs, IDTS, and VVSA, EMA, etc. The order of installation is subject to revision at any time and at the discretion of CCSO and County.	332

## 2.10 Project Management Requirements

Contractor's project management services must meet the minimum requirements set forth in 2.10.1 "Project Management specifications, terms and conditions".

### 2.10.1 Project Management specifications, terms and conditions

2.10.1.1 Project Management	Cite
1. Contractor shall develop a project charter.	348
2. Where available Contractor shall use County templates for project management deliverables	349
3. Contractor shall develop a PMI compliant Communications Management Plan. The Communications Management Plan must describe participant's roles and responsibilities, internal communications, external communications, other communications and information management including communications protocols.	349
4. Contractor shall establish an issue and action items processing and tracking document that must ensure that unanticipated issues, action items and tasks are assigned to a specific person for action and are tracked to resolution. The issue and action item tracking document must include the following: <ul style="list-style-type: none"> <li>a. Issue description.</li> <li>b. Issue priority</li> <li>c. Issue status</li> <li>d. Plan for resolution.</li> <li>e. Individual responsible for resolution.</li> <li>f. Targeted resolution date.</li> <li>g. Actual resolution dates.</li> <li>h. Resolution action.</li> </ul>	349
5. After the initial kick-off meeting, Contractor's Project Manager will host weekly project development meetings with the appropriate stakeholder(s) to review the installation progress.	355
6. The Contractor shall develop weekly progress reports. Weekly written progress reports shall be provided by the Contractor to the County one working day before	355

<p>each weekly meeting, and containing items to be discussed at the meeting, including:</p> <ul style="list-style-type: none"> <li>a. Progress of each task/activity.</li> <li>b. Action items and decisions from the previous meeting.</li> <li>c. Problems encountered, proposed resolutions, and projected completion dates for problem resolution.</li> <li>d. Planned activities for the next two reporting periods.</li> <li>e. Status of contractually defined deliverables, milestones, and walkthroughs scheduled in the project schedule.</li> <li>f. Updating of information on a weekly basis in the County project and portfolio management tool.</li> <li>g. Other information as needed (per Contractor or the County).</li> </ul>	
<p>7. Contractor shall develop monthly progress reports. The progress report shall include deliverables, milestones, walkthroughs, the County approvals, and lessons learned and shall be used by the Contractor and the County in measuring the Contractor's progress and performance. The report shall also contain:</p> <ul style="list-style-type: none"> <li>a. Issues, problems, and corrective actions, steps, and assignments.</li> <li>b. Risks and mitigations.</li> <li>c. Cost variance reporting</li> <li>d. Lessons learned</li> <li>e. Percentage complete</li> <li>f. Resources and time required to completion</li> </ul>	356
<p>8. If the Contractor must substitute key staff during the project, the Contractor must submit to the County, in writing, the reason for the change and provide a completed staff experience reference form and resume for the substitute personnel. The County will either approve or reject the substitution.</p>	356
<p>9. The Contractor must provide contract close-out plans and manage project close-out activities in accordance with the plan.</p>	356
<p><b>2.10.1.2 Quality Management</b></p>	Cite
<p>1. Contractor shall utilize a test and acceptance plan, execute the plan, and provide timely test result and quality reports to the County.</p>	357
<p>2. Contractor shall repeat the test and acceptance process whenever a failure occurs at any stage of testing.</p>	366
<p>3. The County will evaluate Contractor's test plans and results and may validate the testing done by augmenting it with County internal testing.</p>	366
<p>4. Contractor shall provide staff to the County to answer questions and address any problems that may arise during tests conducted by Contractor and County.</p>	366
<p>5. Contractor shall refine the test documents, procedures, and scripts throughout the development and through full implementation to reflect the as-built design and current requirements of the CCS.</p>	367
<p>6. Contractor must develop and deliver a comprehensive Defect Resolution Management Plan that describes the approach to be taken in managing all problems</p>	367

discovered during any testing phase and in production.	
<p>7. Contractor must provide a Defect Resolution Tracking Solution. The Defect Resolution Tracking must, at a minimum, include:</p> <ul style="list-style-type: none"> <li>a. All defects in the CCS identified during any testing phase must be recorded, prioritized, tracked, and resolved in a timely manner. Each must be assigned a "Defect Level" based on the following definitions: <ul style="list-style-type: none"> <li>i. Critical - Results in a complete Solution outage and/or is detrimental to the majority of the development and/or testing efforts. There is no workaround.</li> <li>ii. Serious - Solution functionality is degraded with severe adverse impact to the user and there is not an effective workaround.</li> <li>iii. Moderate - Solution functionality is degraded with a moderate adverse impact to the user but there is an effective workaround.</li> <li>iv. Minor - No immediate adverse impact to the user.</li> </ul> </li> <li>b. The Contractor shall allow the County full access to the Defect Resolution Tracking Solution.</li> </ul>	367
8. Contractor's Implementation Plan must include a change management process.	367
<b>2.10.1.3 Post-Installation Change Management</b>	Cite
<p>1. Once installation is completed, Contractor is prohibited from eliminating or reducing any of the technology, services, or corresponding criteria and specifications enumerated in the Contract unless the County provides advanced written approval in accordance with County ordinances and internal policies, which County shall not unreasonably withhold. Violation of this provision constitutes an event of Contractor default under section 9(a) of the Professional Services Agreement.</p>	368
<p>2. Whenever Contractor develops a new upgrade, update, feature or service, Contractor shall provide CCSO and JTDC with the new upgrade, update, feature, or service. Contractor will adhere to the following process when providing significant upgrades or other major changes to software and equipment provided under this Agreement. Any deviation from this Change Management Process may result in performance credits to the County. Such performance credits will be equal to \$5,000.00 per occurrence. The performance credits shall be due and payable by Contractor upon receipt of written notification from County of the total amount due.</p> <ul style="list-style-type: none"> <li>a. For changes that would significantly impact core CCSO or JTDC operations, Contractor shall provide County 30 calendar day's advanced written notice, including detailed information of the change or upgrade to any software or equipment provided under this agreement. Contractor shall consult in writing CCSO or JTDC to determine whether changes would significantly impact core CCSO or JTDC operations. This requirement will not apply to routine/emergency/maintenance change controls.</li> <li>b. Prior to rollout of new software releases, Contractor will perform system testing in a pre-production environment. Contractor will provide the CCSO and JTDC facilities written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities that will affect CCSO and JTDC. County acknowledges that all release components</li> </ul>	368

<p>are subject to ongoing testing after notification is provided and that individual components of releases can be backed out if issues are detected prior to release. Contractor will notify County and CCSO of any modifications to release components and/or any issues detected.</p> <p>c. For changes that impact the inmate/detainee's use of Contractor's systems or devices, Contractor will post updated signage as described in 2.9.1.2(2) CCSO and JTDC's facilities in English, Spanish, and in any other language upon request by CCSO.</p>	
<p>3. Contractor shall work with CCSO and JTDC to schedule changes and/or upgrades during a time that is least disruptive to the inmates/detainees use of the systems to be changed/updated. Contractor will coordinate a convenient time and day with CCSO and JTDC to implement the changes or upgrades to the systems to avoid an interruption in service.</p>	369
<p>4. Contractor will coordinate the presence of a technician at the CCSO and JTDC Divisions on the day of implementation to place test calls and ensure the telephones, CTD, CTD's operating system, interfaces to third party applications, related software and equipment are functioning properly.</p>	370
<p>5. The implementation of new upgrades, updates, features or services of Contractor's technology, services, or corresponding criteria and specifications enumerated in the Contract will be made by Contractor at no cost to the County.</p>	370
<p><b>2.10.1.4 Transition and Training</b></p>	Cite
<p>1. Contractor shall provide onsite training to CCSO, JTDC, and County staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to County. Training manuals shall be provided to CCSO and County staff at all training meetings and will become the property of County.</p>	370
<p>2. Contractor shall provide all training materials in a format specified by the CCSO for its E-Learning training program.</p>	375
<p>3. When requested by CCSO and County, informational pamphlets, signs and postcards shall be available to inmates, friends and families and shall describe the applicable features and functionalities of the CTD's, CTD's operating system and equipment. The amount will be decided by the CCSO and will be available throughout the term of agreement.</p>	375
<p>4. Contractor will also provide full documentation for all of the CTD's operating system interfaces to third party applications.</p>	375
<p>5. For the initial installation, Contractor will work with CCSO, JTDC, and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by CCSO and County.</p>	375

## 2.11 Reports and Audits

Contractor will be required to provide reports on all services and transactions performed by Contractor.

in connection with the Contract. Additionally, Contractor will be required to provide access to certain raw files and data upon request of the County. The specifications for reports and audit documents are set forth in 2.11.1 "Reports and Audits specifications, terms and conditions".

**2.11.1 Reports and Audits specifications, terms and conditions**

2.11.1.1 General Reporting Requirements	Cite
<p>1. Contractor must maintain and provide to County accurate, complete and reconcilable records, in electronic format, detailing Gross Revenues. The records shall include all CDRs, EMI billing files, miscellaneous charges and fees, monthly transaction invoices, Prepaid, and Debit sales and associated invoices, Prepaid and Debit purchase reports and associated invoices and payment reports during the term of the subsequent Agreement. The records shall also include information concerning the number of attempted versus completed calls, and information concerning any changes to service or providers affecting ability to complete local, long distance, and/or international, Collect, Prepaid, Debit and Free calls through the IDTS.</p>	376
<p>2. Contractor shall supply traffic detail reports that shall include a detailed breakdown of all completed telephone and CTD's operating system and application activity, including but not limited to all Collect, Prepaid, Debit calls, Video Visits, inbound and outbound Electronic Messages, picture messages and printing per CTD and telephone per Division. This requirement is applicable for any system equipment and/or feature that may be installed by Vendor. The traffic detail report shall contain, at a minimum, the following fields:</p> <ul style="list-style-type: none"> <li>a. Facility Name;</li> <li>b. Facility Identifier/Site Identification Number;</li> <li>c. CTD/telephone Identifier;</li> <li>d. CTD/telephone Location Name;</li> <li>e. Local Calls, Minutes, Gross Revenue (per CTD/telephone);</li> <li>f. INTRAlata/INTRAState Calls, Minutes, Gross Revenue (per CTD/telephone);</li> <li>g. INTERlata/INTRAState Calls, Minutes, Gross Revenue (per CTD/telephone);</li> <li>h. INTERlata/INTERState Calls, Minutes, Gross Revenue (per CTD/telephone);</li> <li>i. International Calls, Minutes, Gross Revenue (per CTD/telephone);</li> <li>j. Total Calls, Minutes, Gross Revenue (per CTD/telephone);</li> <li>k. Video Visitation Sessions, Minutes and Gross Revenue;</li> <li>l. Inbound Electronic Messages and Gross Revenue;</li> <li>m. Outbound Electronic Messages and Gross Revenue;</li> <li>n. Picture Messages and Gross Revenue;</li> <li>o. Prints and Gross Revenue; and,</li> <li>p. Traffic Period and Dates.</li> </ul>	377
<p>3. Contractor shall supply access to billing files in EMI format. Files shall contain all fields which are legally permitted to be released, with the contents of said fields in the same exact format and with the same exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The billing files shall be accompanied by a complete file map and complete</p>	378



<p>field legend. The billing files shall include, without limitation, the following fields:</p> <ul style="list-style-type: none"> <li>a. Division ID;</li> <li>b. From ANI;</li> <li>c. To ANI;</li> <li>d. Batch Number/ID;</li> <li>e. Seconds;</li> <li>f. Revenue Period;</li> <li>g. Date (yymmdd);</li> <li>h. Connect Time (hhmmss);</li> <li>i. Billable Time (mmmmss);</li> <li>j. Multiple Rate Indicator;</li> <li>k. Personal Identification Number Digits;</li> <li>l. Originating City;</li> <li>m. Originating State;</li> <li>n. Bill City;</li> <li>o. Bill State;</li> <li>p. Rounded Bill Time Indicator;</li> <li>q. Bill Number;</li> <li>r. LATA ID;</li> <li>s. Settlement Code;</li> <li>t. Message Type;</li> <li>u. Charge Amount;</li> <li>v. Additional Fees and Line Surcharges; and,</li> <li>w. Specialized Calling Indicator;</li> </ul>	
<p>4. Contractor shall supply monthly raw Call Detail Records ("CDR"). The monthly raw CDRs shall contain all calls (both attempted and completed) which originate from the Divisions for each day and each time of the day for the period said monthly raw CDRs are requested. The monthly raw CDRs shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, the CDRs shall be accompanied with a complete file map and complete file legend. The monthly raw CDRs shall include, without limitation, the following fields:</p> <ul style="list-style-type: none"> <li>a. JDE – Site ID;</li> <li>b. Facility – Site Name;</li> <li>c. Batch – Export Batch Number;</li> <li>d. Port – Port call made from;</li> <li>e. Station – Station call made from;</li> <li>f. Origin ANI – Originating ANI;</li> <li>g. BTN – Terminating ANI;</li> <li>h. Call Start (yyyy--mm--ddhh:mm:ss) format;</li> <li>i. End – Call End (yyyy--mm--ddhh:mm:ss) format;</li> <li>j. Seconds – Call length in seconds;</li> <li>k. Completed Flag – Call Complete (0,1);</li> <li>l. Call type – (Accepted / Debit / Free, etc....);</li> <li>m. Cost – Call Cost;</li> <li>n. Dest Class – Destination Class Code;</li> </ul>	<p>380</p>

<ul style="list-style-type: none"> <li>o. From City – City call placed from;</li> <li>p. From State – State call placed from;</li> <li>q. To City – City call placed to;</li> <li>r. To State – State call placed to;</li> <li>s. Export Date – Date call exported;</li> <li>t. Term Reason – Termination Status; and,</li> <li>u. Agency Type ID --- Agency;</li> </ul>	
<p>5. Contractor shall provide a monthly report showing all Mandatory Taxes and Fees applied to calls or accounts associated with telephone and CTD use by CCSO inmates/detainees. The report shall include, without limitation, the following fields:</p> <ul style="list-style-type: none"> <li>a. Recurring Charge Type;</li> <li>b. Charge Date;</li> <li>c. Billing Method;</li> <li>d. Charge Amount;</li> <li>e. Site ID;</li> <li>f. From ANI; and,</li> <li>g. To ANI.</li> </ul>	382
<p>6. Contractor shall provide the information required by this subsection for each month of traffic on or before the 15th day of the following month.</p>	382
<p>7. County retains the right to delegate any receipt, audit examination and/or reconciliation of such reports and records to its designated agent or another third party of County's sole choice; provided that such agent or third party shall be subject to any confidentiality obligations mutually agreed upon by the parties and permissible by law.</p>	382
<p>8. The system CDRs shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost.</p>	383
<p><b>2.11.1.2 Audit and Reconciliation</b></p>	Cite
<p>1. From the Effective Date of the Contract and for a period of 5 years after the termination of the Contract, upon 10 business day's written notice, County, and any of its independently retained consultants, shall have the right to examine, reconcile and/or audit Contractor's information (records, data, compensation information) pertaining to the Contract.</p>	384
<p>2. At least once annually, upon County's request and at Contractor's expense, Contractor will retain an independent mutually agreed upon firm to audit the accuracy of call billing data and any and all fees to ensure the rate and costs charged are consistent with the agreement with County. Contractor will, no later than two months after receiving request from the County, and no sooner than March 1<sup>st</sup> in the year following the year requested, furnish to County copies of a report from such firm relative to the preceding calendar year. Accompanied with report, Contractor shall also provide all data relating to and supporting the audit report, in sufficient detail to permit a "bottom up" calculation, analysis and reconstruction of such</p>	384

report (including all inclusion and exclusion calculations).	
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## 2.12 Transition and Data Ownership

Contractor must comply with requirements for transitioning deliverables, County data, and any County intellectual property to the County at the termination of the Contract. Requirements are set forth in 2.12.1 "Transition and Data Ownership specifications, terms and conditions". Additional exit assistance requirements are located in the Professional Service Agreement, Exhibit 5-"IT Special Conditions".

### 2.12.1 Transition and Data Ownership specifications, terms and conditions

2.12.1.1 Transition Out and Exit Assistance	Cite
1. Upon or prior to expiration, termination, or cancellation of the contract, Contractor shall work with the County and the new Contractor to ensure an orderly transition of services and responsibilities under the Contract and Contractor shall accept County's direction to ensure the continuity of the services required by County.	385
2. At contract termination and upon County's reasonable request, Contractor shall tender all data captured and stored including but not limited to, all call detail records, call billing records and call recordings to the County at no cost. Such records shall be a format that is not proprietary to contractor (e.g., MPEG-4 for video, etc.).	385
3. At contract termination, Contractor shall work with Contractor's successor contractor to ensure an orderly transition between systems. In the event that Contractor's successor contractor experiences delays in implementation of successor system, Contractor shall extend the Agreement on a month-to-month basis as required by the County.	385
4. Contractor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by County. Contractor agrees to continue providing all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 120 calendar days after the expiration, termination or cancellation date of the subsequent Agreement.	385
5. For the purpose of aiding in investigations, Contractor must retain information pertaining to an end-user's Pre-paid, Video Visitation, Electronic Messaging and similar accounts for a period of 7 years after the expiration/termination of the subsequent Agreement. The information shall include, but not be limited to, the end-user's billing name, address and telephone number.	386
6. Contractor agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with the CTD's operating	386

system.	
7. Upon termination or expiration of the Agreement, Contractor agrees to provide County or its new service provider with the option to purchase any of the phones or CTDs. Contractor maintains ownership of, and will reclaim all, WAPs, racked gear (routers, switches, CDNs, etc.), tablets, charging units, and any unsold CTDs and phones. All data, metadata, recordings, and records generated in the course of performance of the contract shall remain the property of the CCSO, for the life of the contract and surviving its termination.	386
8. County reserves the right to require contractor to transition JTDC to a new vendor and/or contract with the awarded contractor utilizing the transition and exit assistance provisions provided in the contract.	
<b>2.12.1.2 Data Ownership</b>	<b>Cite</b>
1. All County data, including data collected by Contractor in connection with services provided under the contract, shall be and remain the sole and exclusive property of the County. The selected Contractor will treat County data as confidential information. The selected Contractor will be provided a license to County data hereunder for the sole and exclusive purpose of performing its obligations under the Agreement. The selected Contractor will be prohibited from disclosing County data to any third party without specific written approval from the County. Additional terms and conditions pertaining to County data can be found in Section 5 of the IT Special Conditions.	386

## 2.13 Information Security

Contractor must adhere to minimum information security standards set forth in 2.13.1 "Information Security specifications, terms and conditions" as well as in the Professional Service Agreement, Exhibit5- "IT Special Conditions".

### 2.13.1 Information Security specifications, terms and conditions

<b>2.13.1.1 Data Security Controls</b>	<b>Cite</b>
1. Contractor shall use industry standard password configurations for aging, complexity, and user roles.	387
2. Contractor shall use encryption for its Active Directories.	388
3. Contractor shall use encryption for data at rest and in motion.	388
4. Contractor shall maintain detailed User Activity Logs.	388
5. Contractor shall maintain 24-hour security, alarms, and access restrictions at its data	389

centers.	
6. Contractor must subject all staff with access to its data centers to extensive background checks and implement periodic rechecks.	389
7. Contractor shall not store any data at rest outside of the continental United States.	390
<b>2.13.1.2 Secure Development and Configuration Practices</b>	Cite
1. Contractor shall adhere to the Microsoft Secure Coding Guidelines for the .NET Framework for all products built using .NET.	392
<b>2.13.1.3 Incident Response Requirements</b>	Cite
1. County reserves the right to review, approve, and reasonably modify Contractor's incident response plan.	393
2. In the event of any information security incident, including any data breach or unauthorized disclosure of data, Contractor shall: <ul style="list-style-type: none"> <li>a. Immediately notify the County of incidents and breaches;</li> <li>b. Identify immediate plan of action to mitigate further incident progression;</li> <li>c. Identify protection measures for affected individuals; and</li> <li>a. Provide outbound and inbound incident-related communications, as requested and directed by the County.</li> </ul>	394
<b>2.13.1.4 System Audit Requirements</b>	Cite
1. Contractor shall store data at rest in data centers that maintain, at a minimum, SOC 2, Type II compliance, and Contractor shall provide County upon request the most recent audit conducted on the data centers.	394
2. Contractor commits to conducting a SOC 2, Type II audit three (3) years after the execution of this Agreement.	
3. The Contractor will provide corrective action plans or actions taken to resolve any exceptions, material weaknesses and/or control deficiencies identified in the SOC report.	394
4. The County will have the right to access and audit Contractor's system and hosting for the purpose of performing vulnerability scans.	395
5. The County will have the right to request reasonable adjustments at the Contractor's expense where those requests are based upon audit findings pertaining to the System or Hosting.	395

**2.14 Other Terms and Conditions**

Additional terms and conditions pertaining to the Contract can be found in 2.14.1 "Other Terms and Conditions".

**2.14.1 Other Terms and Conditions**

2.14.1.1 General	Cite
1. Contractor warrants that all hardware and software included in this Contractor will function in accordance with the specifications set forth in this Contract for the life of the Contract.	396
2. County reserves the right to have a direct contractual relationship with third-parties for the purchase of third-party software and corresponding software maintenance, hardware, network equipment, other components directly through its own Countywide contracts or through direct negotiations with any proposed third-party software or hardware providers.	397
3. County reserves the right to require Contractor to remove the stand-alone payphones referenced in section 2.1.1.8(1).	398

## 3. Project Roles and Responsibilities

### 3.1 Key Roles

The table below identifies the lead responsibility for all the important tasks on the project. The assignment of roles and responsibilities has been made in order to achieve a continuous and effective transfer of knowledge to facilitate the long term support of the system by County staff.

*Table 3.1: Description of Responsibility Levels*

Area	Role	Name
Project Sponsor	Lead	Curtis Brown
	Co-Lead	David Northridge
Project Management	Lead	Max Major
	Co-Lead	Catina Ross
	Assist	Mitch Peterman
Data Security	Lead	Mike Cornstubble
	Co-Lead	Paul Truong
Training	Lead	Anna DeLuna
Implementation and Network Engineering	Lead	Frank Flores
	Co-Lead	Eric Wisch

## 4. Project Schedule

The following is the preliminary project schedule. This will be revised in consultation with the County project management at the start of the project.

Task Name	Duration	Start	Finish
<b>Pre Project Work</b>	<b>15 days</b>	<b>Mon 2/4/19</b>	<b>Mon 2/25/19</b>
<b>Scoping</b>	<b>10 days</b>	<b>Mon 2/4/19</b>	<b>Mon 2/18/19</b>
Contract Signed	0 days	Mon 2/4/19	Tue 2/5/19
Final Scoping	10 days	Mon 2/4/19	Mon 2/18/19
<b>Kick Off</b>	<b>5 days</b>	<b>Mon 2/18/19</b>	<b>Mon 2/25/19</b>
Prep for Kick Off	4 days	Mon 2/18/19	Mon 2/25/19
Joint Kick Off	1 day	Mon 2/25/19	Tue 2/26/19
Project Starts	0 days	Mon 2/25/19	Tue 2/26/19
<b>Phase 1: Phone Cut Over</b>	<b>110 days</b>	<b>Tue 2/19/19</b>	<b>Tue 7/23/19</b>
<b>Procurement</b>	<b>45 days</b>	<b>Tue 2/19/19</b>	<b>Tue 4/23/19</b>
<b>Buy Equipment</b>	<b>45 days</b>	<b>Tue 2/19/19</b>	<b>Tue 4/23/19</b>
ISP Cut Over	30 days	Tue 2/19/19	Tue 4/2/19
<b>Install Phones &amp; Network</b>	<b>87 days</b>	<b>Sun 3/24/19</b>	<b>Tue 7/23/19</b>
<b>Phone Cut Over</b>	<b>35 days</b>	<b>Tue 4/23/19</b>	<b>Tue 6/13/19</b>
<b>Edovo Network Install</b>	<b>65 days</b>	<b>Tue 4/23/19</b>	<b>Tue 7/23/19</b>
<b>JMS Integration</b>	<b>40 days</b>	<b>Sun 3/24/19</b>	<b>Fri 5/17/19</b>
Phones Go Live	0 days	Tue 6/13/19	Tue 6/13/19
<b>Phase 2: CTD Rollout</b>	<b>97 days</b>	<b>Tue 7/23/19</b>	<b>Thu 12/5/19</b>
Buffer Between Phases	5 days	Tue 7/23/19	Tue 7/30/19
<b>Division 2</b>	<b>10 days</b>	<b>Tue 7/30/19</b>	<b>Tue 8/13/19</b>
<b>Division 3</b>	<b>7 days</b>	<b>Tue 8/13/19</b>	<b>Thu 8/22/19</b>
<b>Division 4</b>	<b>7 days</b>	<b>Thu 8/22/19</b>	<b>Mon 9/2/19</b>
<b>Division 5</b>	<b>10 days</b>	<b>Mon 9/2/19</b>	<b>Mon 9/16/19</b>
<b>Division 6</b>	<b>10 days</b>	<b>Mon 9/16/19</b>	<b>Mon 9/30/19</b>
<b>Cermak</b>	<b>5 days</b>	<b>Mon 9/30/19</b>	<b>Mon 10/7/19</b>
<b>RTU</b>	<b>8 days</b>	<b>Mon 10/7/19</b>	<b>Thu 10/17/19</b>
<b>Division 9</b>	<b>15 days</b>	<b>Thu 10/17/19</b>	<b>Thu 11/7/19</b>
<b>Division 10</b>	<b>7 days</b>	<b>Thu 11/7/19</b>	<b>Mon 11/18/19</b>



<b>Division 11</b>	<b>13 days</b>	<b>Mon 11/18/19</b>	<b>Mon 12/9/19</b>
<b>Project Close</b>	<b>5 days</b>	<b>Thu 12/5/19</b>	<b>Mon 12/16/19</b>
Final Acceptance Review	3 days	Thu 12/5/19	Thu 12/19/19
Documentation Handoff	1 day	Tue 12/10/19	Fri 12/20/19
Stakeholder Meeting	1 day	Wed 12/11/19	Mon 12/23/19
Project Closure	0 days	Wed 12/11/19	Mon 12/23/19

## 5. Project Deliverables

### 5.1 List of Deliverables

Table 5.1 provides a high-level, non-exhaustive summary of the Contractor deliverables. Some deliverables are due only once while others are recurring. More granular deliverables are included in the Implementation Plan.

Table 5.1: List of Deliverables

#	Deliverable Name	SOW Section(s)
1	Complete implementation of IDTS and accompanying CTDs, stand-alone phones, TTY/TDD devices, with all specified functionality at CCSO and JTDC.	2.1–2.14
2	A list of equipment specifications and locations of each device/unit.	2.9.1.1(21)
3	Written documentation indicating that all circuits have been tested and all cables, wiring, fiber strands, etc. are legibly marked after the completion of each installation.	2.9.1.1(22)
4	Implementation Plan	2.9.1.1
5	Project Charter	2.10.1.1(1)
6	Communications Management Plan	2.10.1.1(3)
7	Issue & action items processing and tracking document	2.10.1.1(4)
8	Project Management Weekly Progress Report	2.10.1.1(6)
9	Monthly Progress Report	2.10.1.1(7)
10	Test and acceptance plan, execute the plan, with timely test result and quality reports.	2.10.1.2(1)
11	Defect Resolution Management Plan	2.10.1.2(6)
12	All Audit Documents and Reports	2.11
13	Crisis management, business continuity and disaster recovery plans)	2.8.1.5(4)
14	Monthly SLA report	2.8.1.3(6)

### 5.2 Deliverable Acceptance Process

The Deliverable acceptance process is outlined in Appendix 2 of this document.

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## 6. Implementation Methodology

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### 6.1 Methodology

Contractor's Project Management Office (PMO) uses the Waterfall methodology in which the project is broken down into a series of sequential stages. Projects are managed with a focus on constant collaboration with all Contractor, County, and CCSO stakeholders. Additionally, Contractor project managers look for areas for improvement and iteration within each phase. This important technique is utilized in every way in order for Contractor to meet every expectation and need that is set by a client, whether the needs are shown in the beginning stages of the project or shown as project add-ons nearing the ending stages.

Contractor's implementation process is divided into four distinct phases: the Initiating Phase, Planning Phase, Executing Phase and Controlling Phase.

As part of the work to put together this Agreement, some work normally done in the Initiating and Planning phases has been completed. Many months will pass between the submission of this Agreement and its execution, so a review and re-initiating should be undertaken by the Contractor, County, and CCSO. Upon Agreement execution, Contractor, County, and CCSO should reconvene to review the implementation plan and adjust it as necessary. During this time the parties should also conduct another walk through of the facility and agree on final placement of all devices for the initial implementation.

During the Planning Phase the parties will agree on the order in which the Divisions will be brought online, and what resources will be assigned to the project.

During the Executing Phase the Contractor will procure the equipment necessary for the project. This will be followed by two implementation phases. The first implementation phase will be the cut over of the jail phones from the incumbent to the Contractor as well as the installation of the wireless and wired networks and the development of the JMS integration. The second phase will be the installation of Fixed CTDs (kiosks) and distribution of Mobile CTDs (tablets) in each Division. During each of these implementation phases rigorous testing will be performed the phase will not be complete until CCSO signs off on the work.

CCSO and Contractor agree that during the Initiating, Planning, and Executing phases, CCSO and Contractor will work together to find creative solutions to overcome challenges such as limited wall space for Fixed CTDs in the Divisions.

The Controlling Phase is the testing of the implementation, the management of the communications plan and change control process, and the eventual closing out of the project. This phase overlaps somewhat with the other phases, especially the Executing Phase. Once all testing is complete and CCSO has signed off on all deliverables, Contractor's project manager will hand support of the CCSO implementation to Contractor's customer support team and formally close the project.

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## 7. Project Assumptions

The following constitute a non-exhaustive list of known project assumptions included in developing the scope of work and payment schedule.

**Final Scoping:** An undetermined amount of time will pass between SOW creation and contract signature. Contractor and CCSO will review planned deployment in a final scoping exercise to agree where devices shall be placed in the facility and in which order Divisions shall be implemented. This work will enable the project plan to be updated prior to project kick off. This work is expected to take one week and cannot be completed without CCSO involvement and sign-off. This work will also involve Contractor walking through facility to observe changes. Facility access shall be granted to Contractor staff prior to the start of the Final Scoping process.

**Kick Off:** Contractor, CCSO, and County will hold a joint project kick off meeting with all key stakeholders to formally start the project. Prior to the kick off meeting the Final Scoping effort must be complete and the updated implementation schedule agreed.

**Work Time:** Contractor is estimating installation times based on six (6) hours of productive time per contractor per day. This allows for two (2) hours for tool check-in/check-out, safety meetings, lock downs, and any other CCSO-imposed factor that limits contractors' ability to work.

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## 8. Glossary

The words and phrases below have the following meanings for purposes of this Contract:

**Ancillary Service Charge or Ancillary Fee** means any charges assessed for the use of any of Contractor services that are not explicitly set forth in the Contract. Examples of Ancillary Fees include but are not limited to: account close-out fee, account transfer fee, automated information services, automated operator recharge fee, bill processing charge for direct billed calls, bill processing fee, bill statement fee, biometric service charge, carrier cost recovery fee, collect call bill statement fee, collect call regulatory fee, collect interstate USF cost recovery fee, continuous voice verification, credit card charge-back fee, credit card processing fee, federal regulatory recovery fee, federal USF, federal USF administration fee for LEC billed calls, federal USF administration fee for non-LEC billed calls, funding fee, funding fee from cashier's check deposit, funding fee from credit/debit cards, funding fee from money order deposit, funding fee from third party payment processor deposit, live operator recharge fee, live prepaid account set-up fee, load fee, location validation, minimum payment fee, monthly bill statement fee, payment fee - IVR/web, payment fee - live operator, per call administrative fee for calls from county facilities in Tennessee, prepaid accounts, prepaid deposit fees, processing fee, refund fee, regulatory assessment fee, sales tax, state cost recovery fee, state regulatory cost recovery fee for LEC billed calls, state regulatory cost recovery fee for non-LEC billed calls, state USF, state USF administration fee for LEC billed calls, technology, threads, USF administrative fee, USF federal, USF federal (LEC billed), validation recovery fee, VINE, voice biometrics, web interface account set-up and recharge fee, other Discretionary Taxes and Fees, and wireless administration fee.

**Collect Calling** means an arrangement whereby the called party takes affirmative action clearly indicating that it will pay the charges associated with a call originating from a Cook County facility. Collect Calling includes LEC Collect Calls as well as Collect Calls funded via a Prepaid account.

**Consumer** means a party paying the Contractor or third party affiliate thereof for any services provided under or related to this Contract, including but not limited to callers, call recipients, Video Visitation participants, Electronic Message senders, Electronic Message Recipients, or the owner of a Prepaid account.

**Discretionary Tax and/or Fee** means a government authorized, but discretionary, fee, which a Telecommunications Provider must remit to a federal, state, or local government, and which a Telecommunications Provider is permitted, but not required, to pass through to Consumers.

**Debit** means a presubscription or comparable service which allows an inmate/detainee, or someone acting on an inmate/detainee's behalf, to fund or deduct from an inmate/detainee's commissary account to pay for calls, Video Visits, or Electronic Messages originated by the inmate/detainee.

**Direct Bill** means a post-paid billing option for entities such as Bail Bond companies and not-for-profit organizations, which requires credit approval prior to account set-up.

**Electronic Message** means a typed message sent by a Consumer, County Employee, or Inmate/Detainee over the Internet or via a Contractor-supplied network.

**Free Call, Free Remote Video Visit, Free Electronic Message** means a call, Remote Video Visit, or Electronic Message not generating any revenue or compensation for Contractor or third parties and no cost is incurred by the inmate/detainee, the communications recipient, or County.

**Gross Revenue** means all compensation, earning, gain, income, generated revenue, payment, proceeds, or receipts paid to or received by Contractor in connection with the provision of a service.

**International Call** means a call to a destination located outside of the North American Numbering Plan ("NANP").

**Inmate/Detainee or inmate or inmate/detainee** means an individual housed at the Cook County Jail, Juvenile Temporary Detention Center or other confinement facility;

**LEC Collect Call** means a Collect Call for which applicable charges are billed via the called party's Local Exchange Carrier ("LEC") bill.

**Informant line** means a separate class of free calling service analogous to Collect or Debit that CCSO can assign to an inmate/detainee, and to which CCSO can control administrative and investigative access.

**Local Video Visit** means a Video Visit conducted over a Cook County Local Area Network ("LAN") or Contractor's on-premise network that does not transmit over the internet to a viewer on non-County-owned or -managed premises.

**Mandatory Tax and/or Fee** means a fee that the Contractor is required to collect directly from Consumers, and remit to federal, state, or local governments.

**Prepaid or Pre-paid** means a presubscription or comparable service in which a Consumer, other than an inmate/detainee, funds an account set up through the Contractor. Funds from the account can then be used to pay for Services, including calls, Video Visits, and Electronic Messages that originate with an inmate/detainee.

**Promotional Calling** means a service allowing an inmate/detainee to initiate a Call without having a pre-established billing arrangement and also provides a means, within that call, for the called party to establish or arrange a Prepaid account to be billed directly by the Contractor for future calls from the same inmate/detainee;

**Third-Party Financial Transaction Fees** means a fee that Contractor is charged by third parties to transfer money or process financial transactions to facilitate a Consumer's ability to make account payments via a third party.

**TTY or TDD** means a telecommunications device facilitating communication for the deaf, hard-of-hearing, and speech-impaired.

**Video Visit or Visitation** means the use of videoconferencing software and hardware to communicate by video and audio.

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## **Appendix 1: Division Specifications**

## Appendix 2: Deliverable Acceptance

### Project Test Plan

Testing and Acceptance Plan			
	Item	Test	Measurement
1	Inmate Telephones	Working Order to D-Mark	Call Completion - Clarity
2	66 Blocks	Line Termination	Call Completion - Clarity
3	Routers – Channel Bank	Call Pass-Through	Call Completion - Clarity
4	Administrative Stations	Access to iCON	Successful Access
5	Provisioned Data Circuits	Access to iCON Database	Successful Access
6	Provisioned Voice Circuits	Call Pass-Through (30 Channels)	Call Completion - Clarity
7	Remote Diagnostics	Live Feed of Data Transmission	Completion of real-time transfer
8	Call Rating	Real-Time Call Simulation	Rating to Contract Requirement
9	Validation	Real-Time Call Simulation	Delivery of Validation from LIDB
10	Custom Call Branding	Real-Time Call Simulation	CCSO Call Branding
11	Reporting	iCON Call Detail	Calculation and Collection
12	Call Recording	Collect, Listen, and Archive	Clarity and Collection
13	Live Call Monitoring Feed	Real-Time Call Simulation	Clarity
14	Live Call Monitoring Disconnect	Disconnect Call in Progress	Disconnect
15	Download of CDR	Simulation of Download to CD	Successful Download
16	Download of Call Recording	Simulation of Download to CD	Successful Download
17	Service Trouble Ticket Reports	Create and Track Ticket	Successful Creation / Closing
18	Audio Mining (WatchWord +)	Create Dictionary	Successful Finds
19	Alerts (WatchList)	Create Investigator WatchLists	Successful Finds
20	Call Blocking	Simulate calling to blocked #'s	Call Block Successful
21	3 <sup>rd</sup> Party Call Detection	Simulate 3 <sup>rd</sup> Party Call	Call Block Successful



**EXHIBIT 2**

**Schedule of Compensation**

Exhibit 2

Schedule of Compensation

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# 1. Rates

The Contractor is permitted to charge the following rates to Consumers and Inmates/Detainees, subject to the terms of the Contract.

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## 1.1 Calling Rates

Calling Rates apply to all voice-only communications, excluding voicemail or voice messages, regardless of funding method or call type, including but not limited to Collect calls, LEC Collect calls, and Debit calls.

Call rating/distance/type	Rate	Metric
Local	\$0.06	Per Minute
Intralata	\$0.06	Per Minute
Interlata	\$0.06	Per Minute
Interstate	\$0.06	Per Minute
International (Mexico & Canada)	\$0.08	Per Minute
International	\$0.13	Per Minute

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## 1.2 Video Visitation Rates

Video Visitation Rates apply regardless of funding method.

Video Visitation type	Rate	Metric
Remote Video Visitation	\$0.20	Per Minute
Onsite Video Visitation	N/A	N/A

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## 1.3 Electronic Messaging Rates

Electronic Messaging Rates apply regardless of funding method.

Electronic Message Package Type	Rate	Metric	Character Limit
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Single Secure Mail	\$0.10	The rate covers both the initial sent Secure Mailmessage and a single response to the sent Secure Mail message.	N/A
250 Secure Messages	\$10.00	The rate covers 250 sent or received SecureMessages.	160
600 Secure Messages	\$20.00	The rate covers 600 sent or received Secure Messages.	160
2,000 Secure Messages	\$50.00	The rate covers 2,000 sent or received Secure Messages.	160
Picture Message	\$0.15	The rate covers both the initial sent Picture Message and a single response to the sent Picture Message.	N/A

#### 1.4 Voicemail and Video Messaging Rates

Voicemail and video messaging rates apply regardless of funding method.

Message Type	Rate	Metric
Voicemail	\$0.10	Per 30-second voice message
Video message	\$0.35	Per 60-second video message

#### 1.5 Additional Content /Entertainment and Hardware Rates

Voicemail and video messaging rates apply regardless of funding method.

Offering	Rate	Metric
Optional Monthly Content/Entertainment Bundle	To be determined by Contractor and County, in writing if implemented, in addition to applicable taxes and fees	To be determined by Contractor and County, in writing if implemented
Headsets	To be determined by Contractor and County in writing, in accordance with the provisions set forth in section 2.2.1.1(7) of the Statement of Work, in addition to applicable taxes and fees	To be determined by Contractor and County in writing, in accordance with the provisions set forth in section 2.2.1.1(7) of the Statement of Work.

## 2. Taxes, Regulatory Fees, and Surcharges

The taxes, regulatory fees, and surcharges described in this Section are government mandated and are not subject to the Pricing Review Board described in Section 3. The taxes, regulatory fees, and surcharges contained in this Section are paid by the customer in addition to the rates described in Section 1.

Taxes and Fees to be Paid by Customer																				
Tax Authority	Tax or Fee	Rate	Collect		Prepaid		Debit		VVS		SMS		Vmail		VMes		Email		PhotoMes	
			Local	Inter	Local	Inter	Local	Inter	Local	Inter	Local	Inter	Local	Inter	Local	Inter	Local	Inter	Local	Inter
Federal	FCC Regulatory Fee	0.299%		Yes						Yes										
State	Illinois Telecom Excise Tax	7.000%	Yes		Yes		Yes													
State	Illinois PU Fee	0.100%	Yes		Yes		Yes						Yes	Yes						
State	Communication Service Tax	7.000%							Yes		Yes	Yes					Yes	Yes	Yes	Yes
Local	Cook County	1.750%	Yes		Yes		Yes						Yes							
Local	City of Chicago	1.250%	Yes		Yes		Yes						Yes							
Local	Communication Service Tax	5.000%							Yes						Yes					
State	Telcom Infrastructure Maint. Fee	5.000%							Yes						Yes	Yes	Yes	Yes		Yes

\*Rates are as of January 30, 2019. New taxes or fees may be created by a regulatory body without notice, or rates described here may be changed by a regulatory body without notice, at which time Contractor will communicate to County.

## 3. Pricing Review Board

The Parties shall establish a Pricing Review Board ("PRB") to meet at least annually, or as frequently as mutually agreed by the Parties, for the Term of the Agreement to review Contractor's financials and impact reports and determine if pricing adjustments are recommended by the PRB. In doing so, the PRB aims to accomplish three objectives:

- 1) Contractor accountability to the County and its citizens;
- 2) Balancing the needs of all stakeholders affected by Contractor's services;
- 3) Ensuring that fair and equitable rates are provided to End-Users of Contractor's services.

The PRB shall be composed of equal parts County, Contractor, and public membership, with public participant(s) being selected by the County. Reports and recommendations from the PRB are non-binding and implementation of recommendations remains within the sole discretion of the County. Nothing in this section shall be construed to relieve Contractor of its obligations set forth in section 2.11 "Reports and Audits" of the Statement of Work. Notwithstanding the foregoing, the Parties agree that Pricing is capped at the rates as set forth in Section 1 of the Schedule of Compensation.

**EXHIBIT 3**

**General Conditions**

INDEX  
GENERAL CONDITIONS

Section	Subject	Page
GC-01	Non-Discrimination and Affirmative Action	GC-2
GC-02	Material, Appliance and Employees	GC-2
GC-03	Permits, Laws and Regulations	GC-2
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GC-05	Cooperation Between Contractors	GC-2
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GC-10	Use of Premises	GC-5
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GC-12	Correction of Work Before Final Payment	GC-5
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GC-23	Coalition of Unionized Public Employees (COUPE)	GC-7

## GENERAL CONDITIONS

### GC-01 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor, is performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin, or status of discharge from military nor shall a Contractor otherwise commit an unfair employment practice. The Contractor further agrees that this paragraph will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

### GC-02 MATERIAL, APPLIANCE AND EMPLOYEES

All work to be performed under this Contract shall be of the highest grade workmanship and shall be executed by mechanics and artisans skilled in their respective trades. Unless otherwise specified the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light and power necessary for the execution of the work. Unless otherwise specified, all material shall be new and of highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

### GC-03 PERMITS, LAWS AND REGULATIONS

The Contractor shall secure, at his own expense, all required permits and licenses necessary to carry out the work described in this Contract.

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits and licenses for all utilities, permanent structures and permanent changes in existing facilities shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the County or authorized representative in writing of any changes required in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the County or authorized representative, he shall bear all costs arising there from.

The Contractor shall obtain all permits as required by law for the moving of equipment and/or materials of greater than legal weight, length, width and/or other characteristics that may block or endanger traffic and, any other permits which may be required for the use of public property.

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

### GC-04 MEANS AND METHODS

The County or authorized representative will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The County or authorized representative will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing work.

#### GC-05 COOPERATION BETWEEN CONTRACTORS

If separate Contracts are let for work within or adjacent to the project site as may further be hereinafter detailed in the Contract Documents each Contractor shall conduct his work so as not to interfere with or hinder the progress of completion or the work being performed by other Contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the County or their authorized representative from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same improvement. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of the other contractors.

The Contractor shall as far as possible arrange his work and place and dispose of the materials being used, so as not to interfere with the operations of the other Contractors within or adjacent to the limits of the project site. He shall join his work with that of the other in an acceptable manner and shall perform it in proper sequence to that of the others.

#### GC-06 SUPERINTENDENCE

The Contractor shall personally superintend the work or shall have a competent person at the site at all times to act for him.

The Contractor shall keep in his work, at all times during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all communications with him shall be as binding as if given to the Contractor. The Architect and the Director shall not be responsible for the acts or omission of the Contractor's superintendent or his assistants. The Contractor shall forward all communications to the Director through the Architect. A copy of each communication shall simultaneously be forwarded to the County or authorized representative.

Before start of construction, the Contractor shall submit a resume of the superintendent's qualification to the Director and Architect for approval.

#### GC-07 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property, including utilities located therein, from damage, injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be caused by agents or employees of the Owner.

He shall provide and erect all necessary barricades and other protection required by the Owner and/or local laws and ordinances, or local authorities having jurisdiction over same and shall also protect all walks, curbs, lamp posts, underground conduits, overhead wires, water sewer, gas mains, etc. until such time as they are taken care of by the respective public service corporations or by the Owner. He shall also provide and maintain all necessary warning lights from twilight to sunrise.

Where the Contractor's work affects adjacent private or public property, including utilities located thereon, he shall take such steps as are provided by law and/or as necessary to prevent damage, injury or loss. The Contractor shall be responsible for and make good any damage, injury, or loss to adjacent property resulting from his operations. The Contractor shall notify all public and private owners by Registered Mail. Return Receipt Requested, well in advance of commencing any work affecting their property or utilities.

The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of State, Federal and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards.



**Maintenance of Public Way:** All debris of construction deposited on public ways shall be removed immediately; all vehicles engaged in the construction project shall be so policed and cleaned that no debris carried from the site is deposited on the public way; all Contractors and Subcontractors are mutually liable for enforcement; the Contractor shall hold the Owner, Architect and Director harmless from all liability, due to failure to observe the above precautions.

In an emergency affecting the safety of life, the work, or adjoining property: the Contractor, without special instruction or authorization from the Owner, Architect or Director, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by mutual agreement.

Should the Contractor, or his men, or any of his Subcontractors or materialmen cause damage to the Owner, or the work or materials of other Contractor or persons, the damage shall be made good again by the person originally causing it, or such party as the County or authorized representative may designate. Repairs and replacement shall be under the direction of the County or authorized representative or his representative and the cost of same shall be charged to the Contractor causing the damage.

All Contractors shall require each employee on the site to wear a safety helmet (hard hat) at all times as well as any other personal protective equipment as required due to the nature of work taking place on-site.

The Contractor shall also protect from damage all parts of the work and unused materials of his Contract from freezing or inclement weather and the contractor shall be solely responsible for the condition of such work and materials.

Contractor shall take all necessary precautions to ensure the safety of the public and of workmen on the Site, and to prevent accidents or injury to any persons on or adjacent to the Site. The Contractor shall comply with the "Williams-Steiger Occupational Safety and Health Act of 1970" ("OSHA") and all subsequent revisions thereto, and all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents, and shall also utilize the "Manual of Accidental Prevention in Construction" of the Associated General Construction/Builders of America and with applicable provisions of the American Standard Safety Code for Building Construction ANSI A 10 Series. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, proper safeguards against the dangers created by openings, stairways, failing materials, open excavations and all other hazardous conditions.

Contractor shall designate, and require each Subcontractor to likewise designate, a responsible representative at the Site as Superintendent who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, ordinances, codes, rules and regulations. The Superintendent shall hold weekly meetings with the representatives of the various trades employed at the Site in order to ensure that all employees understand and comply with laws and regulations including the requirement of OSHA and "Right to Know" regulations.

Contractor shall provide and make available to all workmen reasonable medical supplies and equipment necessary to provide immediate first aid service to all persons who may be injured in connection with the Work. All medical supplies and equipment shall be supplied in accordance with standards imposed by OSHA and by any governmental agency having jurisdiction over the Site.

The Contractor shall within ten (10) days of the Board's approval of the contract, submit to the County or authorized representative his own Project Safety Program which shall include but not be limited to, the following:

1. Establish a program of project pre-planning for safety and hazard avoidance.
2. Utilization of insurance company loss prevention services.
3. Lines of Contractor's responsibilities and authority for personnel for the administration of safety program.
4. Scheduling and conducting of safety meetings.
5. Issuing of safety bulletins.
6. Conducting of Weekly Tool Box Meetings.
7. Regular inspections of the project for safety compliance and correction of violations.
8. Safety training of employees.
9. A written Hazard Communication Program which is to include collection and distribution of Material Safety Data Sheets for all hazardous materials, labeling of these materials and training of employees using these materials.
10. A fire protection plan.
11. The use of personal protection equipment.
12. Hard hat usage.
13. Accident reporting and investigation.
14. Safety guidelines and regulations.
15. Site accessibility and cleanliness.
16. Safety reporting and distribution including the County..
17. A site layout plan showing the location of safety facilities and safety items.

This Project Safety Program shall be enacted upon by the Contractor for the duration of the Project and shall be updated as required for changing conditions.

The Contractor shall have and maintain control over the Site. The County or its agents shall in no event have control or charge of the construction and shall not be responsible for construction and safety means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the Contractor or any other persons performing Work or their failure to perform.

#### GC-08 MATERIALS INSPECTION AND RESPONSIBILITY

The County, by its engineering agencies, shall have a right to inspect any materials to be used in carrying out this Contract. The County does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract. The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this Contract up to the time of final acceptance by the County.

Materials, components or completed work not complying therewith may be rejected by the County or authorized representative and shall be replaced by the Contractor at no cost to the County. Any materials or components rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after written notice has been mailed by the County to the Contractor that such materials or components have been rejected.

#### GC-09 FIRE PROTECTION

All equipment and materials provided under these Specifications shall be installed in strict accordance with the last edition of the Code of the National Fire Protection Association. The Contractor shall comply with all code requirements for Underwriters' Laboratories, Inc. labels. The Contractor and/or respective Subcontractors shall pay all fees and cost that may become necessary in complying with any and all requirements under this heading.

#### GC-10 USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by laws, ordinances, permits and/or direction of the County or authorized representative and shall not encumber the premises with material 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-11 WORKING REGULATIONS

Before commencing work, Contractor shall confer with the official in charge of the building and ascertain full knowledge of all rules and regulations affecting working conditions.

#### GC-12 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials condemned by the the Countyas failing to conform to the contract, whether incorporated in the work or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by a written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) days thereafter, the Owner may, upon ten (10) day's written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

#### GC-13 REFERENCE STANDARDS

Reference made in the Contract Documents to standard specifications, codes, or test methods of technical societies, trade association and similar organization is to the latest revision of such standards in effect 30 calendar days prior to the date of the Contract Documents, unless specifically indicated to the contrary. If the document numbers referenced have since been changed, the current appropriate number shall apply.

#### GC-14 COOK COUNTY HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County shall engage in unlawful discrimination or sexual harassment against any individual in the terms and conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. Every Contractor is to certify its compliance with these policies and its agreement to abide by such policies as a part of the Contractor's contractual obligations.

#### GC-15 EMPLOYMENT - VETERANS

The Contractor shall comply with "AN ACT to give preference to the veterans of the United States military and naval service in appointment and employment upon public works, by or for the use of, the State or its political subdivision", approved June 12, 1935, as amended. Attention is called to Illinois Compiled Statutes 1992, 330 ILCS 55/1.

#### GC-16 PREVAILING WAGE RATE - PUBLIC WORKS

The Contractor shall comply with "AN ACT regulation wages of laborers, mechanics and other workman, employed under Contract for public works", approved June 26, 1941, as amended. Attention is called to Illinois Compiled Statutes 1992, 820 ILCS 130, regarding "General Prevailing Hourly Rates."

Prevailing wage rate shall comply with Section 2 of the "Prevailing Wage Act - Illinois Revised Statutes 1991, Chapter 48, Paragraph 39S-1 et.seq.". The most current scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of work.

#### GC-17 COOK COUNTY RESIDENCY ORDINANCE

##### CHAPTER 34, SECTION 190

Any construction project having an estimated contract value of \$100,000 or more, funded solely with Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the site of the construction project by employees of the contractor and subcontractors shall be performed at least 50 percent by actual residents of the County of Cook.

"Actual Residents of the County of Cook" shall mean persons domiciled with the County of Cook. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Director of the Using Department in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll.

Full access to the Contractor's and Subcontractor's employment records shall be granted to the Chief Procurement Officer, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant personnel data and records for a period of at least three years after final acceptance of the Work. Affidavits and other supporting documentation will be required of the Contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

#### GC-18 TAX AND FEE DELINQUENCY

##### COOK COUNTY ORDINANCE CHAPTER 34, SECTION 177

The County of Cook is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to the County of Cook.

#### GC-19 DISQUALIFICATION FOR NON-PERFORMANCE

##### COOK COUNTY ORDINANCE CHAPTER 34, SECTION 170

No person or business entity shall be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the Cook County Board of Commissioners. The period of ineligibility shall continue for 24 months from the date the Board terminates the contract.

#### GC-20 INSPECTION OF WORK

The County or authorized representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the Specifications, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the County or authorized representative and appropriate public authorities, timely notice of the date fixed for each inspection.

#### GC-21 ACCIDENT REPORTS

The County or authorized representative shall be given written notification within 24 hours of any occurrence, on the site or otherwise, which involves the Contractor's own personnel, or those of any of his Subcontractors or material suppliers, whether said occurrence be in the nature of bodily injury to employees or third parties or property damage. Property damage is defined as including physical damage on the site and off-site, as well as "Acts of God", such as wind damage, etc.

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 person for injuries sustained, and such other information as may be necessary. The local police should be notified of 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. In addition, if injuries or damage occur, the accident shall be reported immediately by telephone or messenger.

**GC-22 COOPERATION WITH INSPECTOR GENERAL**

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

**GC-23 COALITION OF UNIONIZED PUBLIC EMPLOYEES**

The Cook County Board of Commissioners has entered into an Agreement with the Coalition of Unionized Public Employees ("COUPE"). To the extent permitted by law, in the event the County either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade jurisdiction of a member of COUPE, each affected coalition union shall receive fourteen (14) days written notice prior to the County's undertaking, except in the case of emergency, the County shall perform or require the performance of such work by a person, firm or company signatory or willing to become signatory for purposes of that County project to an existing labor agreement with the coalition union or a union with the appropriate trade jurisdiction located in the County of Cook.

**EXHIBIT 4**

**IT Special Conditions**

## Exhibit 4

### Cook County Information Technology Special Conditions (ITSCs)

#### 1. DEFINITIONS FOR SPECIAL CONDITIONS

1.1. **"Assets"** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.2. **"Business Associate Agreement" or "BAA"** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **"Business Continuity Plan"** means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.4. **"Cardholder Data"** means data that meets the definition of "Cardholder Data" in the most recent versions of the Payment Card Industry's Data Security Standard.

1.5. **"Change"** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.6. **"Change Management"** means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency-approved Changes with minimum disruption.

1.7. **"Change Order"** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.8. **"Change Request"** means one Party's request to the other Party for a Change Order.

1.9. **"Contractor"** has the same meaning as either: (a) both "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) "Contractor" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.10. **"Contractor Confidential Information"** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.11. **"Contractor Facilities"** means locations owned, leased or otherwise utilized by Contractor and its Subcontractors from which it or they may provide Services.

1.12. **"Contractor Intellectual Property"** means all Intellectual Property owned or licensed by Contractor.

1.13. **"Contractor IP Materials"** means all IP Materials owned or licensed by Contractor.

1.14. **"Contractor Personnel"** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.15. **"Contractor-Provided Equipment"** means Equipment provided by or on behalf of Contractor."

1.16. **"Contractor-Provided Software"** means Software provided by or on behalf of Contractor.

1.17. **"Criminal Justice Information"** means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.18. **"Critical Milestone"** means those milestones critical to the completion of the Services as identified in this Agreement, in any workplan, project plan, statement of work, or other document approved in advance by the Using Agency.

1.19. **"Data Protection Laws"** means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.20. **"Data Security Breach"** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.21. **"Deliverable"** has the same meaning as either: (a) "Deliverable" as defined in the County's Professional Services Agreement, if such document forms the basis of this Agreement; or (b) "Deliverable" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software, and Developed Intellectual Property.

1.22. **"Developed Intellectual Property"** means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.23. **"Developed Software"** any Software conceived, developed, authored or reduced to



practice in the course of or in connection with the provision of the Services (including any modifications, enhancements, patches, upgrades or similar developments).

1.24. **"Disaster"** means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.25. **"Disaster Recovery Plan"** means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.26. **"Equipment"** means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.27. **"Exit Assistance Plan"** means a detailed plan for the delivery of the Exit Assistance Services.

1.28. **"Exit Assistance Period"** has the meaning given in Section 9.2.

1.29. **"Exit Assistance Services"** means such exit assistance services as are reasonably necessary from Contractor and/or its Subcontractors to enable a complete transition of the affected Services to the Using Agency or the Using Agency's designee(s), including, but not limited to, all of the services, tasks and functions described in Section 9.

1.30. **"Illicit Code"** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.31. **"Incident"** means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.32. **"Intellectual Property"** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.33. **"IP Materials"** means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any

report, document or database, and other technical proprietary information.

1.34. **"Laws"** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.35. **"Open Source Materials"** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.36. **"Party"** means either County, on behalf of County and its Using Agencies, or Contractor.

1.37. **"Parties"** means both County, on behalf of County and its Using Agencies, and Contractor.

1.38. **"Personal Information"** means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor's Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.39. **"Problem"** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.40. **"Protected Health Information"** or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.41. **"Public Record"** shall have the same meaning as the term "public record" in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.42. **"Required Consent"** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.43. **"Services"** either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b)

collectively means all of Contractor's services and other acts required in preparing, developing, and tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.44. **"Service Level Agreements" or "SLA"** means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.45. **"Software"** means computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.46. **"Third Party"** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.47. **"Third Party Intellectual Property"** means all Intellectual Property owned by a Third Party, including Third Party Software.

1.48. **"Third Party Contractor"** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not "Third Party Contractors."

1.49. **"Third Party Software"** means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency's specifications shall not be considered Third Party Software.

1.50. **"Using Agency"** has the same meaning as the term "Using Agency" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.51. **"Using Agency Confidential Information"** means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.52. **"Using Agency Data"** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its

Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.53. ***“Using Agency Intellectual Property”*** means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.54. ***“Using Agency IP Materials”*** means all IP Materials owned or licensed by the Using Agency.

1.55. ***“Using Agency-Provided Equipment”*** means Equipment provided by or on behalf of Using Agency.

1.56. ***“Using Agency-Provided Software”*** means Software provided by or on behalf of Using Agency.

1.57. ***“WISP”*** means written information security program.

## **2. SERVICES AND DELIVERABLES**

Approved Facilities. Contractor will perform Services only within the continental United States and only from locations owned, leased or otherwise utilized by Contractor and its Subcontractors.

2.1. Licenses and Export Controls. Contractor will be responsible for obtaining all necessary export authorizations and licenses for export of technical information or data relating to Using Agency Data, Software, Intellectual Property, IP Materials, or otherwise under this Agreement.

2.2. Required Consents for Assets in Use and Third Party Contracts as of the Effective Date. Contractor shall be responsible for obtaining all Required Consents relating to this Agreement. If Contractor is unable to obtain a Required Consent, Contractor shall implement, subject to the Using Agency's prior approval, alternative approaches as necessary to perform the Services. Contractor shall be responsible for and shall pay all costs associated with this section, including any fees or other charges imposed by the applicable Third Parties as a condition or consequence of their consent (e.g., any transfer, upgrade or similar fees). The Using Agency shall cooperate with Contractor and provide Contractor such assistance in this regard as the Contractor may reasonably request.

2.3. SLAs and Critical Milestones. Commencing on the Effective Date or as otherwise specified in this Agreement, Contractor shall, as set forth in this Agreement: (a) perform the Services in accordance with SLAs and Critical Milestones; and (b) regularly measure and report on its performance against SLAs and Critical Milestones. Contractor shall maintain all data relating to and supporting the measurement of its performance, including performance against SLAs and Critical Milestones, in sufficient detail to permit a “bottom up” calculation, analysis and reconstruction of performance reports (including all inclusion and exclusion calculations) throughout the term of this Agreement. Such data shall be made available to the Using Agency in an electronic format reasonably acceptable to the Using Agency upon reasonable request and upon the expiration or termination of this Agreement.

2.4. Default SLAs, Critical Milestones and Fee Reductions. Unless otherwise explicitly specified in this Agreement, the Contractor's SLAs, SLA targets, and Critical Milestones shall be those that the Using Agency recognizes as commonly accepted "industry best practices" for Services of similar cost, size, and criticality. For example and without limitation, such SLAs include availability and performance Contractor-Provided Software and hosting-related Services, on-time delivery of Deliverables, response and resolution times of Contractor's service desk. For example and without limitation, such Critical Milestones include significant events in projects such as completion of major Deliverables. Unless otherwise specified in this Agreement, Contractor shall proportionately reduce fees for failing to perform the Services in accordance with applicable SLAs and for failing to timely achieve Critical Milestones, and the Using Agency may withhold that amount of fee reduction from any outstanding Contractor invoice. Except as expressly allowed under this Agreement, any such fee reduction accompanying a failure to meet applicable SLAs or Critical Milestones shall not be the Using Agency's exclusive remedy and shall not preclude the Using Agency from seeking other remedies available to it for a material breach of this Agreement.

Standards and Procedures Manual. Contractor will prepare, update, and maintain a manual ("Standards and Procedures Manual") subject to the Using Agency's review and approval that shall: (a) be based upon ITIL processes and procedures; (b) conform to the Using Agency's standard operating procedures (c) be suitable to assist the Using Agency and the Using Agency's auditors in verifying and auditing the Contractor's performance of the Services; and (d) detail the operational and management processes by which Contractor will perform the Services under this Agreement, including to the extent applicable, processes relating to: (i) Change Management and Change control; (ii) Incident management; (iii) Problem management; (iv) configuration management; (v) backup and restore; (vi) capacity management and full utilization of resources; (vii) project management; (viii) management information; (ix) security processes; (x) Contractor's Business Continuity Plan; (xi) Contractor's Disaster Recovery Plan; and (xii) administration, including invoicing. Where this Agreement assumes that the Using Agency will provide Tier 1 help desk support, the Standards and Procedures Manual shall also include sufficient help desk scripts for the Using Agency to provide such support. Contractor will perform the Services in accordance with the Standards and Procedures Manual; *provided, however*, that the provisions of the Standards and Procedures Manual shall never supersede the provisions of this Agreement.

2.5. Project Management Methodology. Contractor shall perform the Services in accordance with an industry-recognized project management methodology and procedures, subject to Using Agency approval. Contractor shall comply with the Using Agency's procedures for tracking progress and documents for the duration of the Agreement, including the submission of weekly or monthly status reports to the Using Agency as the Using Agency may require.

2.6. Change Management Procedures. Contractor shall utilize Change Management procedures, subject to Using Agency approval, that conform to ITIL/ITSM to manage, track and report on Changes relating to the Services, including procedures for scheduling maintenance, patching, replacement of assets, and other matters required for proper management of the Services. No Change will be made without the Using Agency's prior written consent (which may be given or withheld in the Using Agency's sole discretion), unless such Change: (a) has no impact on the Services being provided by Contractor; (b) has no impact on the security of the Using Agency Data and the Using Agency systems; and (c) causes no increase in any fees under this Agreement or the Using Agency's retained costs.

2.7. Resources Necessary for Services. Except as set forth in this Agreement, Contractor shall provide and be financially responsible for all Equipment, Software, materials, facilities, systems and other

resources needed to perform the Services in accordance with the Agreement.

2.8. Using Agency Resources. Except as explicitly allowed under this Agreement, Contractor shall not use, nor permit any Subcontractor, employee, agent, or other Third Party to use any Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency facilities, or any other Equipment, Software, materials, facilities, systems or other resources that the Using Agency provides or otherwise makes available under this Agreement for any purpose other than the performance of the Services; and Contractor shall do so only upon prior written approval of the Using Agency. Contractor shall not purport to, pledge or charge by way of security any of the aforementioned. Contractor shall keep any Equipment owned or leased by the Using Agency that is under Contractor's or a Contractor Subcontractor's control, secure and, for any such Equipment that is not located at the Using Agency facilities, such Equipment shall be clearly identified as the Using Agency's and separable from Contractor's and Third Parties' property.

2.9. Maintenance of Assets. Contractor shall maintain all Equipment, Software, materials, systems, and other resources utilized predominately or exclusively for performing Services in good condition, less ordinary wear and tear, and in such locations and configurations as to be readily identifiable.

2.10. Service Compatibility. To the extent necessary to provide the Services, Contractor shall ensure that the Services, Contractor-Provided Equipment and Contractor-Provided Software (collectively, the "Contractor Resources") are interoperable with the Using Agency-Provided Equipment, Using Agency-Provided Software and with the Using Agency's other Assets, at no cost beyond that specified in this Agreement and without adversely affecting any systems or services retained by the Using Agency or its Third Party Contractors. In the event of any Problem related to service compatibility where it is not known whether the Problem is caused by Contractor's Assets or by Using Agency's Assets, Contractor shall be responsible for correcting the Problem except to the extent that Contractor can demonstrate, to the Using Agency's satisfaction, that the cause was not due to Contractor Resources or to Contractor's action or inaction.

2.11. Cooperation with Using Agency's Third Party Contractors. Contractor shall cooperate with all Third Party Contractors to coordinate its performance of the Services with the services and systems of such Third Party Contractors. Subject to reasonable confidentiality requirements, such cooperation shall include providing: (a) applicable written information, standards and policies concerning any or all of the systems, data, computing environment, and technology direction used in performing the Services so that the goods and services provided by the Third Party Contractor may work in conjunction with or be integrated with the Services; (b) assistance and support services to such Third Party Contractors; (c) Contractor's quality assurance, its development and performance acceptance testing and the applicable requirements of any necessary interfaces for the Third Party Contractor's work product; (d) applicable written requirements of any necessary modifications to the systems or computing environment; and (e) access to and use of the Contractor's Assets as mutually agreed upon by the Using Agency and Contractor (such agreement not to be unreasonably withheld or delayed) and subject to the Third Party Contractor's agreement to comply with Contractor's applicable standard security policies.

2.11.1. Procurement Assistance. At any time during the Agreement, Contractor shall, as requested by the Using Agency, reasonably cooperate and assist the Using Agency with any Using Agency procurement relating to any of the Services or replacing the Services, including: (a) providing information, reports and data for use in the Using Agency's procurement or transition to a subsequent Third Party

Contractor; (b) answering Third Parties' and Using Agency's questions regarding the procurement and Services transition; and (c) allowing Third Parties participating in the Using Agency's procurement to perform reasonable, non-disruptive due diligence activities in respect of the relevant Services, including providing reasonable access to Key Personnel.

### 3. WARRANTIES

3.1. Compliance with Law and Regulations. Contractor represents and warrants that it shall perform its obligations under this Agreement in accordance with all Laws applicable to Contractor and its business, including Laws applicable to the manner in which the Services are performed, including any changes in such Laws. With respect to laws governing data security and privacy, the term 'Contractor Laws' shall include any Laws that would be applicable to Contractor if it, rather than the Using Agency, were the owner or data controller of any of the Using Agency Data in its possession or under its control in connection with the Services. Contractor also represents and warrants that it shall identify, obtain, keep current, and provide for Contractor's inspection, all necessary licenses, approvals, permits, authorizations, visas and the like as may be required from time to time under Contractor Laws for Contractor to perform the Services.

3.2. Non-Infringement. Contractor represents and warrants that it shall perform its responsibilities under this Agreement in a manner that does not infringe any patent, copyright, trademark, trade secret or other proprietary rights of any Third Party.

3.3. Contractor Materials and Third Party Intellectual Property. Contractor represents and warrants that it owns, or is authorized to use, all Contractor Intellectual Property, Contractor IP Materials and Contractor-provided Third Party Intellectual Property.

3.4. Developed Software. Contractor represents and warrants that all Developed Software shall be free from material errors in operation and performance, shall comply with the applicable documentation and specifications in all material respects, for twelve (12) months after the installation, testing and acceptance of such Developed Software by the Using Agency; provided, however, for Developed Software that executes on a monthly or less frequent basis (e.g., quarterly or annual cycle), such warranty period will commence on the date of first execution of such Software. Any repairs made to Developed Software pursuant to this Section shall receive a new twelve (12) month warranty period in accordance with the terms of this Section.

3.5. No Open Source. Contractor represents and warrants that Contractor has not (i) incorporated Open Source Materials into, or combined Open Source Materials with, the Deliverables or Software, (ii) distributed Open Source Materials in conjunction with any Deliverables or Software, or (iii) used Open Source Materials, in such a way that, with respect to the foregoing (i), (ii), or (iii), creates obligations for the Contractor with respect to any material Deliverables or grant, or purport to grant, to any Third Party, any rights or immunities under any material Deliverables (including, but not limited to, using any Open Source Materials that require, as a condition of use, modification and/or distribution of such Open Source Materials that other material Software included in Deliverables incorporated into, derived from or distributed with such Open Source Materials be (A) disclosed or distributed in source code form, (B) be licensed for the purpose of making derivative works, or (C) be redistributable at no charge).

3.6. Access to Using Agency Data. Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor

acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

3.7. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it has not and will not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor, Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) use reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and otherwise assist the Using Agency in mitigating such damage and restoring any affected Service, Software or Equipment.

3.8. Resale of Equipment and Software. If Contractor resells to the Using Agency any Equipment or Software that Contractor purchased from a Third Party, then Contractor, to the extent it is legally able to do so, shall pass through any such Third Party warranties to the Using Agency and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Contractor from its warranty obligations set forth in this Section.

3.9. Data Security. Contractor warrants and represents that (i) the performance of the Services shall not permit any unauthorized access to or cause any loss or damage to Using Agency Data, Using Agency Intellectual Property, or other Using Agency Confidential Information; and (ii) it complies and shall comply with all Using Agency security policies in place from time to time during the term of this Agreement.

#### **4. INTELLECTUAL PROPERTY**

4.1. Using Agency Intellectual Property. The Using Agency retains all right, title and interest in and to all Using Agency Intellectual Property and Using Agency IP Materials. To the extent the Using Agency may grant such license, Contractor is granted a worldwide, fully paid-up, nonexclusive license during the term of this Agreement to use, copy, maintain, modify, enhance and create derivative works of the Using Agency Intellectual Property and Using Agency IP Materials that are necessary for performing the Services, and that are explicitly identified in writing by the Using Agency's Chief Information Officer, for the sole purpose of performing the Services pursuant to this Agreement. Contractor shall not be permitted to use any of the Using Agency Intellectual Property or Using Agency IP Materials for the benefit of any entities other than the Using Agency. Contractor shall cease all use of the Using Agency Intellectual Property and Using Agency IP Materials upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement or relevant Services under this Agreement, Contractor shall return to the Using Agency all the Using Agency Intellectual Property, Using Agency IP Materials and copies thereof possessed by Contractor.

4.2. Developed Intellectual Property. As between the Parties, the Using Agency shall have all right, title and interest in all Developed Intellectual Property. Contractor hereby irrevocably and unconditionally assigns, transfers and conveys to the Using Agency without further consideration all of its right, title and interest in such Developed Intellectual Property, including all rights of patent, copyright,



trade secret or other proprietary rights in such materials, which assignment shall be effective as of the creation of such works without need for any further documentation or action on the part of the Parties. Contractor agrees to execute any documents or take any other actions as may reasonably be necessary, or as the Using Agency may reasonably request, to perfect the Using Agency's ownership of any such Developed Intellectual Property. Contractor shall secure compliance with this Section by any personnel, employees, contractors or other agents of Contractor and its Subcontractors involved directly or indirectly in the performance of Services under this Agreement.

4.3. Contractor Intellectual Property. Contractor retains all right, title and interest in and to Contractor Intellectual Property and Contractor IP Materials that Contractor developed before or independently of this Agreement. Contractor grants to the Using Agency, a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy, and create derivative works based upon Contractor Intellectual Property and Contractor IP Materials, in any media now known or hereafter known, to the extent the same are embodied in the Services and Deliverables, or otherwise required to exploit the Services or Deliverables. During the term of this Agreement and immediately upon any expiration or termination thereof for any reason, Contractor will provide to the Using Agency the most current copies of any Contractor IP Materials to which the Using Agency has rights pursuant to the foregoing, including any related documentation. Contractor bears the burden to prove that Intellectual Property and IP Materials related to this Agreement were not created under this Agreement.

4.4. Third Party Intellectual Property. Contractor shall not introduce into the Using Agency's environment any Third Party Intellectual Property or otherwise use such Third Party Intellectual Property to perform the Services without first obtaining the prior written consent from the Using Agency's Chief Information Officer, which the Using Agency may give or withhold in its sole discretion. A decision by the Using Agency to withhold its consent shall not relieve Contractor of any obligation to perform the Services.

4.5. Residual Knowledge. Nothing contained in this Agreement shall restrict either Contractor or Using Agency from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services which either Contractor or Using Agency, individually or jointly, develops or discloses under this Agreement, provided that in doing so Contractor or Using Agency does not breach its respective obligations under Section 5 relating to confidentiality and non-disclosure and does not infringe the Intellectual Property rights of the other or Third Parties who have licensed or provided materials to the other. Except for the license rights contained under Section 4, neither this Agreement nor any disclosure made hereunder grants any license to either Contractor or Using Agency under any Intellectual Property rights of the other.

4.6. Software Licenses. This Agreement contains all terms and conditions relating to all licenses in Contractor-Provided Software and Contractor IP Materials. Except as explicitly set forth elsewhere in this Agreement, all licenses that Contractor grants in Contractor-Provided Software include the right of use by Third Party Contractors for the benefit of the Using Agency, the right to make backup copies for backup purposes or as may be required by the Using Agency's Business Continuity Plan or Disaster Recovery Plan, the right to reasonably approve the procedures by which Contractor may audit the use of license entitlements, and the right to give reasonable approval before Contractor changes Contractor-Provided Software in a manner that materially and negatively impacts the Using Agency.

## **5. USING AGENCY DATA AND CONFIDENTIALITY**

5.1. Property of Using Agency. All Using Agency Confidential Information, including without limitation Using Agency Data, shall be and remain the sole property of the Using Agency. Contractor shall not utilize the Using Agency Data or any other Using Agency Confidential Information for any purpose other than that of performing the Services under this Agreement. Contractor shall not, and Contractor shall ensure that its Subcontractors, its employees, or agents do not, possess or assert any lien or other right against or to the Using Agency Data or any other Using Agency Confidential Information. Without the Using Agency's express written permission, which the Using Agency may give or withhold in its sole discretion, no Using Agency Data nor any other Using Agency Confidential Information, or any part thereof, shall be disclosed, shared, sold, assigned, leased, destroyed, altered, withheld, or otherwise restricted of by Contractor or commercially exploited by or on behalf of Contractor, its employees, Subcontractors or agents.

5.2. Acknowledgment of Importance of Using Agency Confidential Information. Contractor acknowledges the importance of Using Agency Confidential Information, including without limitation Using Agency Data, to the Using Agency and, where applicable, Third Party proprietors of such information, and recognizes that the Using Agency and/or Third Party proprietors may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement.

5.3. Return of Using Agency Data and Other Using Agency Confidential Information. Upon the Using Agency's request, at any time during this Agreement or at termination or expiration of this Agreement, Contractor shall promptly return any and all requested Using Agency Data and all other requested Using Agency Confidential Information to the Using Agency or its designee in such a format as the Using Agency may reasonably request. Contractor shall also provide sufficient information requested by the Using Agency about the format and structure of the Using Agency Data to enable such data to be used in substantially the manner in which Contractor utilized such data. Also upon Using Agency's request, in lieu of return or in addition to return, Contractor shall destroy Using Agency Data and other Using Agency Confidential Information, sanitize any media upon which such the aforementioned resided using a process that meets or exceeds DoD 5220.28-M 3-pass specifications, and provide documentation of same within 10 days of completion, all in compliance with Using Agency's policies and procedures as updated. All other materials which contain Using Agency Data and other Using Agency Confidential Information shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88; and upon Using Agency request, Contractor shall provide Using Agency with a certificate of destruction in compliance with NIST Special Publication 800-88. Contractor shall be relieved from its obligation to perform any Service to the extent the return of any Using Agency Data or other Using Agency Confidential Information at the Using Agency's request under this Section materially impacts Contractor's ability to perform such Service; provided, that Contractor gives the Using Agency notice of the impact of the return and continues to use reasonable efforts to perform.

5.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor shall: (a) store Using Agency Data in such a way that each record is individually accessible for the length of the Using Agency's scheduled retention; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

5.5. Disclosure Required by Law, Regulation or Court Order. In the event that Contractor is required to disclose Using Agency Data or other Using Agency Confidential Information in accordance with a requirement or request by operation of Law, regulation or court order, Contractor shall, except to the extent prohibited by law: (a) advise the Using Agency thereof prior to disclosure; (b) take such steps to limit the extent of the disclosure to the extent lawful and reasonably practical; (c) afford the Using Agency a reasonable opportunity to intervene in the proceedings; and (d) comply with the Using Agency's requests as to the manner and terms of any such disclosure.

5.6. Loss of Using Agency Confidential Information. Without limiting any rights and responsibilities under Section 7 of these IT Special Conditions, in the event of any disclosure or loss of, or inability to account for, any Using Agency Confidential Information, Contractor shall promptly, at its own expense: (a) notify the Using Agency in writing; (b) take such actions as may be necessary or reasonably requested by the Using Agency to minimize the violation; and (c) cooperate in all reasonable respects with the Using Agency to minimize the violation and any damage resulting therefrom.

5.6. Undertakings With Respect To Personnel. Contractor acknowledges and agrees that it is responsible for the maintenance of the confidentiality of Using Agency Data and other Using Agency Confidential Information by Contractor Personnel. Without limiting the generality of the foregoing, Contractor shall undertake to inform all Contractor Personnel of Contractor's obligations with respect to Using Agency Data and other Using Agency Confidential Information and shall undertake to ensure that all Contractor Personnel comply with Contractor's obligations with respect to same.

5.7. Background Checks of Contractor Personnel. Whenever the Using Agency deems it reasonably necessary for security reasons, the Using Agency or its designee may conduct, at its expense, criminal and driver history background checks of Contractor Personnel. Contractor and its Subcontractors shall immediately reassign any individual who, in the opinion of the Using Agency, does not pass the background check.

5.8. Contractor Confidential Information. Using Agency shall use at least the same degree of care to prevent disclosing Contractor Confidential Information to Third Parties as Using Agency employs to avoid unauthorized disclosure, publication or dissemination of its Using Agency Confidential Information of like character.

## **6. DATA SECURITY AND PRIVACY**

6.1. General Requirement of Confidentiality and Security. It shall be Contractor's obligation to maintain the confidentiality and security of all Using Agency Confidential Information, including without limitation Using Agency Data, in connection with the performance of the Services. Without limiting Contractor's other obligations under this Agreement, Contractor shall implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies to protect the aforementioned; provided that Contractor shall, at a minimum, encrypt all Personal Information in-transit and at-rest. Contractor shall perform all Services utilizing security technologies and techniques and in accordance with industry leading practices and the Using Agency's security policies, procedures and other requirements made available to Contractor in writing, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

6.2. General Compliance. Contractor shall comply with all applicable Laws, regulatory requirements and codes of practice in connection with all capturing, processing, storing and disposing of

Personal Information by Contractor pursuant to its obligations under this Agreement and applicable Data Protection Laws and shall not do, or cause or permit to be done, anything that may cause or otherwise result in a breach by the Using Agency of the same. Contractor and all Contractor Personnel shall comply with all the Using Agency policies and procedures regarding data access, privacy and security.

6.3. Security. Contractor shall establish and maintain reasonable and appropriate physical, logical, and administrative safeguards to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information and to protect same against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage. Such safeguards shall be deemed reasonable and appropriate if established and maintained with the more rigorous of: (a) the Using Agency Policies as updated; (b) the security standards employed by Contractor with respect to the protection of its confidential information and trade secrets as updated; (c) security standards provided by Contractor to its other customers at no additional cost to such customers, as updated; or (d) compliance with the then-current NIST 800-series standards and successors thereto or an equivalent, generally accepted, industry-standard security standards series.

6.4. Written Information Security Program. Contractor shall establish and maintain a WISP designed to preserve the security and confidentiality of the Using Agency Data and other Using Agency Confidential Information. Contractor's WISP shall include Data Breach procedures and annual Data Breach response exercises. Contractor's WISP shall be reasonably detailed and shall be subject to the Using Agency's reasonable approval.

6.5. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

6.6. Information Access. Contractor shall not attempt to or permit access to any Using Agency Data or other Using Agency Confidential Information by any unauthorized individual or entity. Contractor shall provide each of the Contractor Personnel, Subcontractors and agents only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Contractor shall, upon request from the Using Agency, provide the Using Agency with an updated list of those Contractor Personnel, Subcontractors and agents having access to Using Agency Data and other Using Agency Confidential Information and the level of such access. Contractor shall maintain written policies that include auditing access levels and terminating access rights for off-boarded Contractor Personnel, Subcontractors and agents.

6.7. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a form provided by the Using Agency.

6.8. Criminal Justice Information. Contractor and Using Agency agree that Contractor shall only have access to Criminal Justice Information formally labeled as public information (hereinafter

referred to as "Public CJ"). Public CJ has been labeled as such by Using Agency as being intended for and subject to unrestricted public disclosure. Notwithstanding, if Contractor will have access to Criminal Justice Information in connection with the performance of the Services, Contractor shall immediately notify Using Agency and shall execute an addendum to this Agreement governing the Contractor's access to such Criminal Justice Information in a form provided by the Using Agency .

6.9. Cardholder Data. If Contractor will have access to Cardholder Data in connection with the performance of the Services, no less than annually, Contractor shall tender to Using Agency a current attestation of compliance signed by a Qualified Security Assessor certified by the Payment Card Industry.

6.10. Encryption Requirement. Contractor shall encrypt all Personal Information and all other Using Agency Confidential Information the disclosure of which would reasonably threaten the confidentiality and security of Using Agency Data. Contractor shall encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Contractor shall not deviate from this encryption requirement without the advance, written approval of the Using Agency's Information Security Office.

6.11. Using Agency Security. Contractor shall notify the Using Agency if it becomes aware of any Using Agency security practices or procedures (or any lack thereof) that Contractor believes do not comport with generally accepted security policies or procedures.

6.12. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency; *provided, however*, that Contractor shall notify the Using Agency if it receives instructions or directions from the Using Agency that Contractor believes do not comport with generally accepted security policies or procedures and the Using Agency shall determine whether to modify such instructions or have Contractor comply with such instructions unchanged.

6.13. Data Subject Right of Access and Rectification. If the Using Agency is required to provide or rectify information regarding an individual's Personal Information, Contractor will reasonably cooperate with the Using Agency to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Contractor, Contractor shall notify the Using Agency of such request as soon as reasonably practicable.

6.14. Security, Privacy and Data Minimization in Software Development Life Cycle. Contractor shall implement an industry-recognized procedure that addresses the security and privacy of Personal Information as part of the software development life cycle in connection with the performance of the Services. Contractor shall implement procedures to minimize the collection of Personal Information and shall, subject to Using Agency's written request to the contrary, minimize the collection of Personal Information.

6.15. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

## **7. DATA SECURITY BREACH**

7.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons who's Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

7.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) at the request and under the direction of the Using Agency, take any all other remedial actions that the Using Agency deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or not such notice is required by Law.

7.3. Data Breach Exercises. Contractor shall conduct annual Data Breach exercises. Upon Using Agency request, Contractor shall coordinate its exercises with the Using Agency.

7.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Beach and may include without limitation: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, whether or required by Law; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons.

## **8. AUDIT RIGHTS**

8.1. Generally. Contractor and its Subcontractors shall provide access to any records, facilities, personnel, and systems relating to the Services, at any time during standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, test, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the systems that process, store, support and transmit Using Agency Data; (b) controls placed in operation by Contractor and its Subcontractors relating to Using Agency Data and any Services; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits.

8.2. Security Audits. Contractor shall perform, at its sole cost and expense, a security audit no less frequently than every twelve (12) months. The security audit shall test Contractor's compliance with

security standards and procedures set forth in: (a) this Agreement, (b) the Standards and Procedures Manual, and (c) any security standards and procedures otherwise agreed to by the Parties. The security audit shall not include a SOC 2 Type II audit or report until the thirty-sixth (36<sup>th</sup>) month after the execution of this Agreement.

8.3. Service Organization Control (SOC 2), Type II Audits. Beginning in the thirty-sixth (36<sup>th</sup>) month after the execution of this Agreement, Contractor shall, at least once annually in the fourth (4<sup>th</sup>) calendar quarter and at its sole cost and expense, provide to the Using Agency and its auditors a Service Organization Control (SOC 2), Type II report for all locations at which the Using Agency Data is processed or stored.

Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

8.4. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

8.5. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

## **9. RIGHT TO EXIT ASSISTANCE**

9.1. Payment for Exit Assistance Services. Exit Assistance Services shall be deemed a part of the Services and included within the Contractor's fees under this Agreement, except as otherwise detailed in this Agreement.

9.2. General. Upon Using Agency's request in relation to any termination, regardless of reason, or expiration of the Agreement, in whole or in part, Contractor shall provide the Using Agency and each of its designees Exit Assistance Services. During the Exit Assistance Period, Contractor shall continue to perform the terminated Services except as approved by the Using Agency and included in the Exit Assistance Plan. Contractor's obligation to provide the Exit Assistance Services shall not cease until the Services have been completely transitioned to the Using Agency or the Using Agency's designee(s) to the Using Agency's satisfaction.

9.3. Exit Assistance Period. Contractor shall: (a) commence providing Exit Assistance Services at the Using Agency's request (i) up to six (6) months prior to the expiration of the Agreement, or (ii) in the event of termination of the Agreement or any Services hereunder, promptly following receipt of notice of termination from the Party giving such notice (such date notice is received, the "Termination Notice Date"), and (b) continue to provide the Exit Assistance Services through the effective date of termination or expiration of the Agreement or the applicable terminated Services (as applicable, the "Termination

Date") (such period, the "Exit Assistance Period"). At the Using Agency's option, the Exit Assistance Period may be extended for a period of up to twelve (12) months after the Termination Date. The Using Agency shall provide notice regarding its request for Exit Assistance Services at least sixty (60) days prior to the date upon which the Using Agency requests that Contractor commence Exit Assistance Service unless such time is not practicable given the cause of termination.

9.4. Manner of Exit Assistance Services. Contractor shall perform the Exit Assistance Services in a manner that, to the extent the same is within the reasonable control of Contractor: (a) is in accordance with the Using Agency's reasonable direction; (b) is in cooperation with, and causes its Subcontractors to cooperate with, the Using Agency and the Using Agency's designee(s); (c) supports the efficient and orderly transfer of the terminated Services to the Using Agency; (d) minimizes any impact on the Using Agency's operations; (e) minimizes any internal and Third Party costs incurred by the Using Agency and the Using Agency's designee(s); and (f) minimizes any disruption or deterioration of the terminated Services. Exit Assistance Plan. Contractor shall develop and provide to the Using Agency, subject to the Using Agency's approval and authorization to proceed, an Exit Assistance Plan that shall: (a) describe responsibilities and actions to be taken by Contractor in performing the Exit Assistance Services; (b) describe in detail any Using Agency Responsibilities which are necessary for Contractor to perform the Exit Assistance Services; (c) describe how any transfer of Assets and any novation, assignment or transfer of contracts will be achieved during the Exit Assistance Period; (d) detail the return, and schedule for return, of Using Agency Data and other Using Agency-specific information to be provided; (e) set out the timetable for the transfer of each element of the terminated Services (including key milestones to track the progress); (f) identify a responsible party for each service, task and responsibility to be performed under the Exit Assistance Plan; and (g) specify reasonable acceptance criteria and testing procedures to confirm whether the transfer of the terminated Services has been successfully completed. Following the Using Agency's approval of, and authorization to proceed with the final Exit Assistance Plan, Contractor will perform the Exit Assistance Services in accordance with the Exit Assistance Plan.

9.5. Exit Assistance Management. Within the first thirty (30) days of the Exit Assistance Period, Contractor will appoint a senior project manager to be responsible for, and Contractor's primary point of contact for, the overall performance of the Exit Assistance Services. Upon Using Agency request, Contractor will provide individuals with the required expertise to perform Exit Assistance Services, even if those individuals are not currently performing Services. Contractor will promptly escalate to the Using Agency any failures (or potential failures) regarding the Exit Assistance Services. Contractor will meet weekly with the Using Agency and provide weekly reports describing: the progress of the Exit Assistance Services against the Exit Assistance Plan; any risks encountered during the performance of the Exit Assistance Services; and proposed steps to mitigate such risks. The Using Agency may appoint, during the Exit Assistance Period, a Using Agency designee to be the Using Agency's primary point of contact and/or to operationally manage Contractor during the Exit Assistance Period.

9.5.1. Removal of Contractor Materials. Contractor shall be responsible at its own expense for de-installation and removal from the Using Agency Facilities any Equipment owned or leased by Contractor that is not being transferred to the Using Agency under the Agreement subject to the Using Agency's reasonable procedures and in a manner that minimizes the adverse impact on the Using Agency. Prior to removing any documents, equipment, software or other material from any Using Agency Facility, Contractor shall provide the Using Agency with reasonable prior written notice identifying the property it intends to remove. Such identification shall be in sufficient detail to apprise the Using Agency of the nature and ownership of such property.



9.6. Using Agency-specific Information. Upon Using Agency's request, Contractor will specifically provide to the Using Agency the following Using Agency Data to relating to the Services: (a) SLA statistics, reports and associated raw data; (b) operational logs; (c) the Standards and Procedures Manual; (d) Incident and Problem logs for at least the previous two (2) years; (e) security features; (f) passwords and password control policies; (g) identification of work planned or in progress as of the Termination Date, including the current status of such work and projects; and (h) any other information relating to the Services or the Using Agency's IT or operating environment which would be required by a reasonably skilled and experienced Contractor of services to assume and to continue to perform the Services following the Termination Date without disruption or deterioration. This section shall not limit any other rights and duties relating to Using Agency Data.

9.7. Subcontractors and Third Party Contracts. For each contract for which Using Agency has an option to novate or transfer, Contractor will supply the following information upon Using Agency's request: (a) description of the goods or service being provided under the contract; (b) whether the contract exclusively relates to the Services; (c) whether the contract can be assigned, novated or otherwise transferred to the Using Agency or its designee and any restrictions or costs associated with such a transfer; (d) the licenses, rights or permissions granted pursuant to the contract by the Third Party; (e) amounts payable pursuant to the terms of such contract; (f) the remaining term of the contract and termination rights; and (g) contact details of the Third Party. Contractor's agreements with Third Parties that predominantly or exclusively relate to this Agreement shall not include any terms that would restrict such Third Parties from entering into agreements with the Using Agency or its designees as provided herein.

9.8. Knowledge Transfer. As part of the Exit Assistance Services and upon Using Agency's reasonable request, Contractor will provide knowledge transfer services to the Using Agency or the Using Agency's designee to allow the Using Agency or such designee to fully assume, become self-reliant with respect to, and continue without interruption, the provision of the terminated Services. Contractor shall: allow personnel of the Using Agency or the Using Agency's designee to work alongside Contractor Personnel to shadow their role and enable knowledge transfer; answer questions; and explain procedures, tools, utilities, standards and operations used to perform the terminated Services.

9.9. Change Freeze. Unless otherwise approved by the Using Agency or required on an emergency basis to maintain the performance of the Services in accordance with the Performance Standards and SLAs, during the Exit Assistance Period, Contractor will not make or authorize material Changes to: (a) the terminated Services, including to any Equipment, Software or other facilities used to perform the terminated Services; and (b) any contracts entered into by Contractor that relate to the Services (including contracts with Subcontractors).

Software Licenses. If and as requested by the Using Agency as part of the Exit Assistance Services, Contractor shall: (a) re-assign licenses to the Using Agency or the Using Agency's designee any licenses for which Contractor obtained Required Consents; (b) grant to the Using Agency, effective as of the Termination Date, at no cost to the Using Agency, a license under Contractor's then-current standard license terms made generally available by Contractor to its other commercial customers in and to all Contractor-Provided Software that constitutes generally commercially available Software that was used by Contractor on a dedicated basis to perform the Services and is reasonably required for the continued operation of the supported environment or to enable the Using Agency to receive services substantially

similar to the Services for which Contractor utilized such Software; and with respect to such Software, Contractor shall offer to the Using Agency maintenance (including all enhancements and upgrades) at the lesser of a reasonable rate or the rates Contractor offers to other commercial customers for services of a similar nature and scope; (c) grant to the Using Agency, effective as of the Termination Date, a non-exclusive, non-transferable, fully-paid, royalty-free, perpetual, irrevocable, worldwide license following expiration of the Exit Assistance Period in and to all Contractor-Provided Software that does not constitute generally commercially available Software that is incorporated into the supported environment, which license shall extend only to the use of such Software by the Using Agency or its designee (subject to Contractor's reasonable confidentiality requirements) to continue to enable the Using Agency to receive services substantially similar to the Services for which Contractor utilized such Software; and (d) provide the Using Agency with a copy of the Contractor-Provided Software described in this Section in such media as requested by the Using Agency, together with object code and appropriate documentation.

## 10. MISCELLANEOUS

10.1. Survival. Sections 1 (Definitions for Special Conditions), 4 (Intellectual Property), 7 (Data Security Breach), and 8 (Audit Rights) shall survive the expiration or termination of this Agreement for a period of five (5) years (and Sections 5 (Using Agency Data and Confidentiality) and 10 (Miscellaneous) shall survive for a period of ten [10] years) from the later of (a) the expiration or termination of this Agreement (including any Exit Assistance Period), or (b) the return or destruction of Using Agency Confidential Information as required by this Agreement.

10.2. No Limitation. The rights and obligations set forth in these IT special conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement. For the avoidance of doubt, the use of County in the PSA or GC shall expressly include Using Agency and vice versa.

10.3. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

10.4. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

10.5. Change Requests. Except as otherwise set forth in this Agreement, this Section 10.5 shall govern all Change Requests and Change Orders. If either Party believes that a Change Order is necessary or desirable, such Party shall submit a Change Request to the other. Contractor represents to Using Agency that it has factored into Contractor's fees adequate contingencies for *de minimis* Change Orders. Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of other than a *de minimis* deviation from the scope of the Services and/or Deliverables, Contractor shall provide Using Agency with written notification of such other deviation within five (5) business days after receipt of the Change Request. In the event of a Using Agency-initiated Change Request, within five (5) business days of Contractor's receipt

of such Change Request, Contractor shall provide to Using Agency a written statement describing in detail: (a) the reasonably anticipated impact on any Services and Deliverables as a result of the Change Request including, without limitation, Changes in Software and Equipment, and (b) the fixed cost or cost estimate for the Change Request. If Licensor submits a Change Request to Customer, such Change Request shall include the information required for a Change Response.

10.6. Change Orders. Any Change Order that increases the cost or scope of the Agreement, or that materially affects the rights or duties of the Parties as set forth the Agreement, must be agreed upon by the Using Agency in a writing executed by the County's Chief Procurement Officer. In all cases, the approval of all Change Requests and issuance of corresponding Change Orders must comply the County's Procurement Code. If either Party rejects the other's Change Request, Contractor shall proceed to fulfill its obligations under this Agreement.

**EXHIBIT 5**

**Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Calculated Risk Advisors, LLC 500 N Michigan Ave, Suite 600 Chicago, IL 60611	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 866.243.3820      FAX (A/C No.): E-MAIL ADDRESS: certs@cbrokers.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Jail Education Solutions dba Edovo 215 W Superior St Suite 600 Chicago, IL 60654	<b>INSURER A:</b> Twin City Fire Insurance Company      29459	
	<b>INSURER B:</b> Certain Underwriters at Lloyds	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

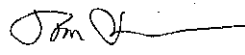
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		83SBAAB0855	5/4/2018	5/4/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		83SBAAB0855	5/4/2018	5/4/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		83SBAAB0855	5/4/2018	5/4/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Errors & Omissions/Cyber		CT1011218	7/6/2018	7/6/2019	\$2,000,000 each claim and aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an additional insured with a waiver of subrogation on the general and auto liability where required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

Cook County Government 118 North Clark Street, Room 1018 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
 Commercial Lines - (305) 443-4886  
 USI Insurance Services National, Inc.  
 2601 South Bayshore Drive, Suite 1600  
 Coconut Grove, FL 33133

**INSURED**  
 TriNet HR III, Inc.  
 RE: Jail Education Solutions, Inc.  
 9000 Town Center Parkway  
 Bradenton, FL 34202

**CONTACT NAME:** Risk Management Department  
**PHONE (A/C, No, Ext):** (866)443-8489 **FAX (A/C, No):** (800)889-0021  
**E-MAIL ADDRESS:** Work.Comp@Trinet.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Indemnity Insurance Company of North America	43575
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

### COVERAGES

CERTIFICATE NUMBER: 13247015

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$: <input type="checkbox"/>					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR_C65440787	7/1/2018	7/1/2019	X PER STATUTE	OTH-ER
		N/A				E.L. EACH ACCIDENT	\$ 2,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation coverage is limited to worksite employees of Jail Education Solutions, Inc. dba Edovo through a co-employment agreement with TriNet HR III, Inc.

### CERTIFICATE HOLDER

Cook County Government  
 118 North Clark Street, Room 1018  
 Chicago, IL 60602

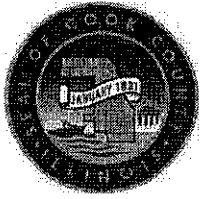
### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**EXHIBIT 6**

**Board Authorization**



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details

**File #:** 19-0005      **Version:** 1      **Name:** Jail Education Solutions, Inc. d/b/a Edovo, Chicago, Illinois  
**Type:** Contract (Technology)      **Status:** Approved  
**File created:** 7/11/2018      **In control:** Board of Commissioners  
**On agenda:** 1/24/2019      **Final action:** 1/24/2019  
**Title:** PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Bureau of Technology

Vendor: Jail Education Solutions, Inc. d/b/a Edovo, Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Correctional Communication System

Contract Value: \$0.00

Contract period: 2/1/2019 - 1/31/2026 with one (1) two-year renewal option

Potential Fiscal Year Budget Impact: N/A

Accounts: N/A

Contract Number(s): 1790-16474

Concurrence(s):

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

Summary: The proposed contract will replace the existing correctional telecommunications system at the Cook County jail and Juvenile Temporary Detention Center and provide the jail with additional innovative communications technologies such as video visitation and electronic messaging.

This contract was awarded through Request for Proposals (RFP) procedures in accordance with the Cook County Procurement Code. Edovo was awarded based on established evaluation criteria.

**Sponsors:**

**Indexes:** F. THOMAS LYNCH, Chief Information Officer, Bureau of Technology

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/24/2019	1	Board of Commissioners		
12/12/2018	1	Board of Commissioners	withdraw	



**EXHIBIT 7**

**Minority and Women Owned Business Enterprise Commitment**

**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 in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. 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 annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is 35%.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

## **II. REQUIRED BID OR PROPOSAL SUBMITTALS**

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### **1. Letter(s) of Intent**

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

**A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

**IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

#### **V. NON-COMPLIANCE**

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

#### **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

#### **VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- Bidder/Proposer 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 Sections II below and the Letter(s) of Intent – Form 2).

**II.**  **Direct Participation of MBE/WBE Firms**       **Indirect Participation of MBE/WBE Firms**

**NOTE:** Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Pagoda Electric and Construction, Inc.  
Address: 837 Oakton Street, Suite F-1, Elk Grove Village, IL 60007  
E-mail: mloredo@pagodaelectric.com  
Contact Person: Martin Lorredo, Jr. Phone: 224-800-1554 ext 301  
Dollar Amount Participation: \$ \$4,350,915.00 + \$482,250  
Percent Amount of Participation: 74.1 (as a percent of total profit) %  
\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Pagoda Electric and Construction, Inc. Certifying Agency: City of Chicago
Contact Person: Martin Loreda, Jr. Certification Expiration Date: 04/15/2023
Address: 837 Oakton Street, Suite F-1 Ethnicity: African American
City/State: Elk Grove Village, IL Zip: 60007 Bid/Proposal/Contract #: RFP No. 1790-16474
Phone: 224-800-1554 x 301 Fax: FEIN #: 36-4124778
Email: mloredo@pagodaelectric.com

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [ ] Yes - Please attach explanation. Proposed Subcontractor(s):

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Pagoda will provide information technology systems and related low-voltage systems infrastructure to support wireless, voice & data network systems integration, installation, support and maintenance; additionally, any other professional service scope of work permitted by their NAICS codes. If necessary, Pagoda will provide electrical cabling installation and testing scope as conduit and cable is necessary to facilitate system installation.

Additionally, Pagoda will provide ongoing support in the form of On-Site Administrators (OSA); this will continue through the entire length of the contract.

Provide the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

A dollar amount of \$4,350,915 will be allocated to Pagoda. Payment terms set at NET30. Pagoda has budgeted \$2,696,404.83 for electrical work. These dollar amounts are budgetary and may be subject to a final refinement by both Edovo and Pagoda CEOs upon bid acceptance and award. The additional \$482,250 will cover the ongoing MBE support through OSAs. THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Signature (M/WBE) [Handwritten Signature]

Signature (Prime Bidder/Proposer) [Handwritten Signature]

Martin Loreda, Jr. Print Name

Brian Hill Print Name

Pagoda Electric and Construction Inc. Firm Name

Edovo Firm Name

07/13/18 Date

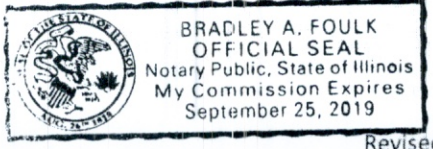
07/13/18 Date

Subscribed and sworn before me this 13th day of JULY, 2018

Subscribed and sworn before me this 13th day of July, 2018

Notary Public: Jennifer A. Anderson

Notary Public: [Handwritten Signature]







DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 3 0 2018

Vincent Mills  
Pagoda Electric & Construction, Inc.  
837 Oakton St., Ste. F – Unit 1  
Elk Grove Village, IL 60007

Dear Vincent Mills:

We are pleased to inform you that **Pagoda Electric & Construction, Inc.** has been recertified as a **Minority-Owned Business Enterprise (“MBE”)** and **Veteran-Owned Business Enterprise (“VBE”)** by the City of Chicago (“City”). This **MBE and VBE** certification is valid until **04/15/2023**; however your firm’s certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City’s certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm’s annual No-Change Affidavit is due by **04/15/2019, 04/15/2020, 04/15/2021 and 04/15/2022**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm’s five year certification will expire on **04/15/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **02/15/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm’s eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, “False Claims”, of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE and/or VBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification within **10 days** of such change;  
or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Certified Firms in the specialty area(s) of:

**NAICS Code(s):**

**238210 - Electrical Contractors**

**236220 - Commercial and Institutional Building Construction**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Programs.

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/rn



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

RICHARD R. BOYKIN

1st District

DENNIS DEER

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

EDWARD M. MOODY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

July 17, 2018

Ms. Shannon E. Andrews  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 1790-16474  
Correction Communication System (CCS)  
Bureau of Technology

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

**Bidder:** Edovo  
**Contract Value:** Revenue Generating  
**Contract Goal:** 35% MBE/ WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)*</u>
Pagoda Electric and Construction, Inc.	MBE (6)	City of Chicago	74%
		<b>Total</b>	<b>74%</b>

\*The commitment percentage is based on the vendor's net profit.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

*Jacqueline Gomez*  
Jacqueline Gomez  
Contract Compliance Director  
JG/ate

Cc: Tangelia Malloy, OCPO  
William Campbell-Bezat, BOT  
Jim Gavin, BOT  
**Enclosure: Revised MBE/WBE Form**

**EXHIBIT 8**

**Identification of Sub-Contractor/Supplier-Sub-Consultant Form**

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b> <input type="radio"/> Disqualification <input type="radio"/> Check Complete
---


The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1790-16474	Date: 6/1/2018
Total Bid or Proposal Amount: \$4,350,915 (\$0 to County)	Contract Title: Corrections Communication System
Contractor: Jail Education Solutions, Inc. d/b/a Edovo	Subcontractor/Supplier/ Subconsultant to be added or substitute: Pagoda Electric and Construction, Inc
Authorized Contact for Contractor: Brian Hill	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Martin Lorredo, Jr.
Email Address (Contractor): brian@edovo.com	Email Address (Subcontractor): mlorredo@pagodaelectric.com
Company Address (Contractor): 215 W Superior St, Suite 600	Company Address (Subcontractor): 837 Oakton Street, Ste F-1,
City, State and Zip (Contractor): Chicago, IL 60654	City, State and Zip (Subcontractor): Elk Grove Village, IL 60007
Telephone and Fax (Contractor) 312-757-5533	Telephone and Fax (Subcontractor) 224-800-1554 ext 301
Estimated Start and Completion Dates (Contractor) 11/1/2017 - 3/1/2018	Estimated Start and Completion Dates (Subcontractor) 08/01/2018-12/31/2018

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
<u>System infrastructure installation, support and maintenance, including cabling and electrical cabling installation</u>	<u>\$4,350,915</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor  
 Brian Hill, Jail Education Solutions, Inc d/b/a Edovo  
 Name  
 CEO  
 Title  
  
 Prime Contractor Signature  
 06/01/2018  
 Date

Contract No. 1790-16474

**EXHIBIT 9**

**Economic Disclosure Statement**

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

**SECTION 1  
INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby or lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.



**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountylil.gov/ethics-board-of](http://cookcountylil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2****CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. 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, civil or criminal, if that person or business entity:

- 1) 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, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act 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.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, 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.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) 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; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is 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**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

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 (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?  
Yes:  No:

b) If yes, list business addresses within Cook County:  
215 W Superior St, Ste 600, Chicago, IL, 60654

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c) Does Applicant employ the majority of its regular full-time workforce within Cook County?  
Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

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.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

**PERMANENT INDEX NUMBER(S):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

OR:

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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 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.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

Contract #: 1790-16474

County Department: Bureau of Technology

Business Entity Information (INCLUDES CORPORATE APPLICANT AND CORPORATE SUBSTANTIAL OWNERS):

Business Entity Name: Jail Education Solutions, Inc. d/b/a Edovo

Street Address: 215 W Superior St Ste 600

City: Chicago

State: IL

Zip: 60654

Phone #: 312 757 5533

Individual Applicant and Individual Substantial Owner Information (If Applicable):

Last name: Hill

First Name: Brian

MI: Christopher

SS# (Last Four Digits): 9381

Date of Birth: 9/11/1984

Street Address: 521 Chicago Ave, Unit F

City: Evanston

State: IL

Zip: 60202

Home Phone: (602) 602 - 9905

Driver's License No: D06318508

Child Support Obligation Information:

The Applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", or "C").

Form with checkboxes for A, B, and C. Checkmark is present in box A.

A. The Applicant has no judicially or administratively ordered child support obligations.

B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.

C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations

The Applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Name: Brian Hill

Signature: [Handwritten Signature]

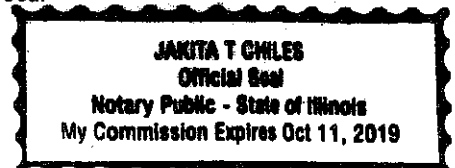
Date: 8/16/17

Subscribed and sworn to before me this 16 day of August, 2017

X [Handwritten Signature] Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the contract.



**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name JAIL EDUCATION SOLUTIONS, INC  
 D/B/A: EDDO FEIN # Only: 00-0897859  
 Street Address: 215 W. SUPERIOR ST. STE. 600  
 City: CHICAGO State: IL Zip Code: 60654  
 Phone No.: 312.757.5533 Fax Number: \_\_\_\_\_ Email: brian@edvo.com

Cook County Business Registration Number: \_\_\_\_\_  
 (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

- Sole Proprietor  Partnership  Corporation  Trustee of Land Trust
- Business Trust  Estate  Association  Joint Venture
- Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

- 1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
See attached		

- 2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

- 3. Is the Applicant constructively controlled by another person or Legal Entity? [       ] Yes [  ] No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
NONE			

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See attached			

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.



**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

BRIAN HALL  
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
Signature

brian@edovo.com  
E-mail address

Subscribed to and sworn before me  
this 12 day of June, 2019

x [Signature]  
Notary Public Signature

CEO

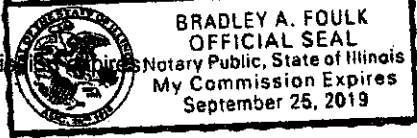
Title

6/12/19

Date

312.757.5533

Phone Number

My commission expires  
BRADLEY A. FOULK  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires  
September 25, 2019

Notary Seal

## Edovo Attachment

### Ownership Interest Declaration

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder. Name Address Percentage Interest in Applicant/Holder
  - a. Brian Hill, 521 Chicago Ave, Unit F, Evanston, IL, 60202, 16.4%
  - b. Sawdust Capital LLC, 30 S. Wacker, Suite 2500, Chicago, IL, 60606, 13.7%
  - c. Serious Change LLP, 3555 Timmons Lane, Suite 800, Houston, TX, 77027, 11.5%
  - d. Evolve (BVI) Holdings, Ltd., 67 Orchard Hills Rd., Atherton, CA 94027, 10.4%

### Corporate Officers, Members and Partners Information:

1. For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture. Name Address Title (specify title of Term of Office Office, or whether manager or partner/joint venture)
  - a. Brian Hill, 521 Chicago Ave, Unit F, Evanston, IL, 60202, President and Treasurer, 2 years
  - b. David Northridge, 717 W Briar Pl, Apt 3W, Chicago, IL, 60657, Secretary, 2 years
  - c. Harry Harczak (Sawdust Capital LLC), 30 S. Wacker, Suite 2500, Chicago, IL, 60606, Board Member, 2 years
  - d. Chris Bentley (Serious Change LLP), 3555 Timmons Lane, Suite 800, Houston, TX, 77027, Board Member, 2 years
  - e. Greg Lernihan, 350 Red Barn Lane, Barrington, IL, 60010, Board Member, 2 years
  - f. Curtis Brown, 10833 Valley View St., Cypress, CA 90630, Board Member, <1 year
  - g. Bo Shao, 67 Orchard Hills Rd., Atherton, CA 94027, Board Member, <1 year

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

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"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [ ] Applicant or [X] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

**Identifying Information:**

Name BRIAN HILL  
D/B/A: \_\_\_\_\_ FEIN # Only: \_\_\_\_\_  
Street Address: 215 W. Superior St. Ste 600  
City: Chicago State: IL Zip Code: 60654  
Phone No.: 312.757.3533 Fax Number: \_\_\_\_\_ Email: brian@rdawo.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)  
Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

- [ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust  
[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture  
[X] Other (describe) Individual

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
BRIAN HILL	215 W. Superior St. Ste 600, Chicago, IL 60654	100% <sup>BH</sup>

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

SECTION 6

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

BRIAN Hill  
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
Signature

brian@edovo.com  
E-mail address

Title CEO

Date 6/12/18

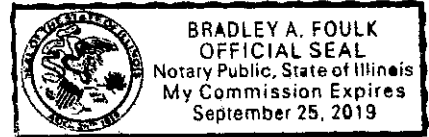
Phone Number 312.757.5533

Subscribed to and sworn before me  
12 day of June, 2018.

My commission expires: this  
9/25/19

x [Signature]  
Notary Public Signature

Notary Seal



**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. County reserves the right to request additional information to verify veracity of information contained in this statement.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

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"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [     ] Applicant or [x] Stock/Beneficial Interest Holder

This Statement is an: [x] Original Statement or [     ] Amended Statement

**Identifying Information:**

Name Sawdust Capital, LLC

D/B/A: \_\_\_\_\_ FEIN # Only: 26-2621155

Street Address: 30 S. Wacker Dr., Suite 2500

City: Chicago State: IL Zip Code: 60606

Phone No.: 312-897-1100 Fax Number: \_\_\_\_\_ Email: bharczak@sawdust.com AND scapital@sawdust.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

[ ] Sole Proprietor [X] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Michael P. Krasny Revocable Trust w/a/d July 12, 1993	30 S. Wacker Dr. Suite 2500 Chicago, IL 60606	93%
Harry J. Harczak, Jr. Trust Dated March 29, 2000	65 E. Monroe St., Unit 4809 Chicago, IL 60603	7%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

SECTION 6

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

Harry J. Harczak, Jr.  
 Name of Authorized Applicant/Holder Representative (please print or type)  
 Signature *[Handwritten Signature]*  
 hharczak@sawdust.com  
 E-mail address

Title Managing Director  
 Date June 12, 2018  
 Phone Number 312-897-1100

Subscribed to and sworn before me  
12<sup>th</sup> day of June, 2018.

My commission expires: this  
12/06/2020

x *[Handwritten Signature]*  
 Notary Public Signature

Notary Seal





**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [ ] Applicant or [x] Stock/Beneficial Interest Holder

This Statement is an: [x] Original Statement or [ ] Amended Statement

**Identifying Information:**

Name Serious Change II LP

D/B/A: \_\_\_\_\_ FEIN # Only: 90-1024303

Street Address: 2229 San Felipe St., Suite 1150

City: Houston State: TX Zip Code: 77019

Phone No.: (713)955-3220 Fax Number: (737)200-7491 Email: SeriousChange@terservices.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

[ ] Sole Proprietor [x] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
P.G. Linda Trust	2229 San Felipe Street, Suite 1150, Houston, TX 77019	50%
F.L.P. Trust #17	2229 San Felipe Street, Suite 1150, Houston, TX 77019	50%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

SECTION 6

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

Alice Bailey

Name of Authorized Applicant/Holder Representative (please print or type)

*Alice Bailey*

Signature

abailey@terservices.com

E-mail address

Title Vice President, Serious Change Management II  
GP LLC, general partner of Serious Change II LP

June 12, 2018

Date

(832)426-2883

Phone Number

Subscribed to and sworn before me

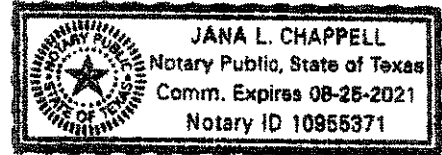
12th day of June, 2018.

*Jana L. Chappell*  
x  
Notary Public Signature

My commission expires: this

8/25/21

Notary Seal



**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [ ] Applicant or [x] Stock/Beneficial Interest Holder

This Statement is an: [x] Original Statement or [ ] Amended Statement

**Identifying Information:**

Name: Evolve (BVI) Holdings, Ltd.

D/B/A: \_\_\_\_\_ FEIN # Only: \_\_\_\_\_

Street Address: Director: 67 Orchard Hills Rd.

City: Atherton State: CA Zip Code: 94027

Phone No.: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: bo@evolvefoundation.net

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[x] Other (describe) BVI company

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Evolve Trust	201 South Phillips Ave., Suite 200, Sioux Falls, SD 57104	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

SECTION 6

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Bo Shao

67 Orchard Hills Rd., Atherton CA 94027

Title: Director

Name of Authorized Applicant/Holder Representative (please print or type)

*Bo Shao*

June 12, 2018

Signature

Date

bo@evolvefoundation.net

Phone Number

E-mail address

Subscribed to and sworn before me  
12 day of JUNE, 2018

My commission expires: this Sept 17, 2021

x *Mariolena Mandelis*  
Notary Public Signature





**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Jail Education Solutions, Inc. d/b/a Edovo

Address of Person Doing Business with the County: 215 W Superior St, Ste 600, Chicago, IL, 60654

Phone number of Person Doing Business with the County: 312-757-5533

Email address of Person Doing Business with the County: brian@edovo.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
Brian Hill, CEO, 602-403-9905

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1790-16474

The aggregate dollar value of the business you are doing or seeking to do with the County: \$Revenue Neutral

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Tangela Malloy, Senior Contract Negotiator

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: TBD

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

~~THIS~~  
THIS



**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is **an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- The Person Doing Business with the County is **a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

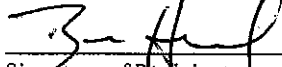
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
 \_\_\_\_\_  
 Signature of Recipient

9/16/17  
 \_\_\_\_\_  
 Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"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.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 1790-16474

County Using Agency (requesting Procurement): Bureau of Technology

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Jail Education Solutions, Inc. d/b/a Edovo

Substantial Owner Complete Name: Brian Hill

FEIN# 800897859

Date of Birth: 9/11/1984

E-mail address: brian@edovo.com

Street Address: 215 W Superior St, Ste 600

City: Chicago

State: IL

Zip: 60654

Home Phone: (602) 403 - 9905

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner  
**YES or NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation  
**YES or NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default  
**YES or NO**

Other factors that the Person or Substantial Owner believe are relevant.  
**YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Brian Hill Date: 8/16/17

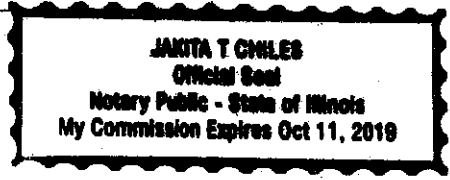
Name of Person signing (Print): Brian Hill Title: CEO

Subscribed and sworn to before me this 16 day of August, 2017

X Jakita T. Giles  
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE  
**PLEASE EXECUTE THREE ORIGINAL COPIES**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Jail Education Solutions, Inc. d/b/a Edovo  
Corporation's Name

Brian Hill  
President's Printed Name and Signature

312.757.5573  
Telephone

brian@edovo.com  
Email

[Signature]  
Secretary Signature

6-19-2018  
Date

Execution by LLC

\_\_\_\_\_  
LLC Name

\_\_\_\_\_  
\*Member/Manager Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partnership/Joint Venture Name

\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

Execution by Sole Proprietorship

\_\_\_\_\_  
Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

Subscribed and sworn to before me this

19 day of June, 2018.

My commission expires:

[Signature]  
Notary Public Signature

9/25/19  
Notary Seal

