COUNTY OF KENDALL, ILLINOIS PUBLIC SAFETY COMMITTEE



County Office Building County Board Rooms 209-210 111 W. Fox Street, Yorkville IL

Monday, September 12, 2016 - 5:30 p.m.

Meeting Agenda

- 1. Pledge of Allegiance to the American Flag
- 2. Roll Call: Matthew Prochaska (Chair), Scott Gryder (Vice Chair), Bob Davidson, Judy Gilmour, John Purcell
- 3. Approval of the Agenda
- 4. Approval of the August 8, 2016 Meeting Minutes
- 5. Public Comment
- 6. Ken Com Report
- 7. Coroner's Report
- 8. EMA Report
- 9. Sheriff's Report
 - a. Operations Division
 - b. Corrections Division
 - c. Records Division
- 10. Old Business
- 11. New Business
 - RFP for Video Visitation
 - Civil Process Hours
 - Select 4 Hire IPMG Integrity Testing
- 12. Executive Session for the purpose of the review of discussion of minutes lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, 5ILCS120-2 (1)
- 13. Public Comment
- 14. Adjournment

COUNTY OF KENDALL, ILLINOIS PUBLIC SAFETY COMMITTEE Monday, August 8, 2016 Meeting Minutes

<u>Call to Order and Pledge Allegiance</u> - Chair Matthew Prochaska called the meeting to order at 5:30p.m. and led the Pledge of Allegiance.

Committee Members Present: Members Prochaska, Gilmour and Purcell were present. With three members present voting ave. a quorum was determined to conduct business. Member Davidson arrived at 5:34pm and Member Gryder arrived at 5:43pm.

Others Present: Sheriff Dwight Baird, County Administrator Jeff Wilkins, Undersheriff Harold Martin, EMA Director Joe Gillespie, Facilities Director Jim Smiley

Approval of the Agenda – Member Gilmour made a motion to approve the agenda, second by Member Prochaska. With three members present in agreement, the motion carried.

Approval of Minutes – Member Gilmour made a motion to approve the June 13, 2016 meeting minutes, second by Member Purcell. With four members present in agreement, the motion carried.

Public Comment - None

KenCom Report – Written report provided. Member Purcell commented on the Montgomery PD call spikes in July 2015 and July 2016. Member Gilmour offered to inquire and report back to the Committee.

<u>Coroner's Report</u> - Written report provided.

EMA Report – Director Gillespie reviewed the written reported provided. He described the STARCOM interoperable radio system. He explained \$5,000 additional grant dollars will be provided by ILEA this year.

Sheriff's Report – Written report provided. Sheriff Baird introduced Commander Mike Peters and explained that many of the duties of former Chief Deputy Koster will be assigned to Cdr. Peters and Deputy Commander Mike Langston.

Undersheriff Martin reported the consolidated food service vendor started July 7 and total all-inclusive cost was \$1.27 per meal. He explained October would be the earliest month to receive inmates from Cook County. He also explained that prescription expenditures are dependent on medical conditions of the inmates.

Sheriff Baird explained he continues to provide inmate work crews depending on staff availability and level of requests. He further explained that the overtime and vehicle maintenance budgets are lower year to date compared to prior year.

Old Business - None

New Business

Civil Process Hours - Memo also provided.

County Board ordinance sets the hours of the Sheriff's office to be 8AM to 4:30PM. Request is to specifically reduce the hours of the Civil Process area in the Courthouse to reduce daily overtime. Committee members discussed. Some members expressed concern of consistency with office hours of other offices in the courthouse and public perception. The Sheriff offered to have his staff analyze the filings between 4pm and 4:30pm and report back to the Committee.

Executive Session - None

Public Comment - None

Action Items for County Board - None

Adjournment – Member Gryder made a motion, second by Member Gilmour to adjourn the Public Safety Committee meeting. With all in agreement, the meeting adjourned at 6:23 p.m.

Respectfully Submitted,

Jeff Wilkins County Administrator

KenCom Public Safety Dispatch Center Police, Fire and EMS Activity Report August 2015 through August 2016

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KenCom Public Safety Dispatch Center

For the Month of August 2016 Incoming Telephone Call Load Study

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Daily Totals	KenCom Admin	KenCom Ext.	Sendwich Fire &	Fire/EMS	OgoweO ZME/sniH	श्रा	(-6 (-8)	Police Non Emerg	Fire Non Emerg	Kendall County Sheriff's Office	motgailliM eailo¶	ogswe@ soilo¶	onalq sni4\soiloq	Yorkville Police	Montgomery Police	

KENDALL COUNTY CORONER

August 2016 Monthly Report

	CASE					
DATE	NUMBER	TIME	NATURE	POST	TOX	LOCATION
Monday, August 01, 2016	1608184 *	11:06 PM	Natural	N	N	Residence
Wednesday, August 03, 2016	1608185 *	11:30 PM	Natural	N	N	Assisted Living
Friday, August 05, 2016	1608186	11:14 AM	Natural	N	N	Residence
Saturday, August 06, 2016	1608187 *	11:09 AM	Natural	N	N	Nursing Home
Saturday, August 06, 2016	1608188 *	1:20 PM	Natural	N	N	Residence
Monday, August 08, 2016	1608189 *	11:48 PM	Natural	N	N	Nursing Home
Wednesday, August 10, 2016	1608190 *	11:55 PM	Natural	N	N	Nursing Home
Thursday, August 11, 2016	1608191 *	1:37 AM	Natural	N	N	Residence
Friday, August 12, 2016	1608192 *	8:10 AM	Natural	N	N	Nursing Home
Friday, August 12, 2016	1608193	12:18 PM	Accident	N	N	Residence
Saturday, August 13, 2016	1608194 *	4:49 PM	Natural	Y	Y	Residence
Tuesday, August 16, 2016	1608195	9:57 AM	Natural	N	N	Residence
Sunday, August 14, 2016	1608196 *	1:00 PM	Natural	N	N	Residence
Friday, August 19, 2016	1608197 *	1:30 AM	Natural	N	N	Residence
Saturday, August 20, 2016	1608198 *	12:54 AM	Natural	N	N	Residence
Sunday, August 21, 2016	1608199 *	7:57 AM	Natural	N	N	Residence
Monday, August 22, 2016	1608200 *	11:22 PM	Natural	N	N	Nursing Home
Tuesday, August 23, 2016	1608201 *	1:45 AM	Natural	N	N	Assisted Living
Wednesday, August 24, 2016	1608202 *	7:05 AM	Natural	N	N	Residence
Thursday, August 25, 2016	1608203 *	7:24 PM	Natural	N	N	Residence
Friday, August 26, 2016	1608204 *	6:39 AM	Natural	N	N	Residence
Saturday, August 27, 2016	1608205 *	10:35 AM	Suicide	N	Y	Residence
Saturday, August 27, 2016	1608206 *	9:11 PM	Natural	N	N	Nursing Home
Monday, August 29, 2016	1608207 *	1:02 AM	Natural	N	N	Residence
Wednesday, August 24, 2016	1608208 *	12:15 AM	Natural	N	N	Residence
Monday, August 29, 2016	1608209 *	9:27 PM	Suicide	N	Υ	Residence
Monday, August 29, 2016	1608210 *	11:50 PM	Natural	N	N	Residence
Tuesday, August 30, 2016	1608211 *	8:45 AM	Natural	N	N	Residence
Tuesday, August 30, 2016	1608212 *	8:26 AM	Natural	N	N	Residence
Tuesday, August 30, 2016	1608213 *	12:06 AM	Natural	N	N	Residence
Monday, August 29, 2016	1608214 *	6:00 PM	Natural	N	N	Residence

^{*} Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours 90%

Statistics:

FY 2016 Statistics		Stats for Same Period I	n FY 2015	Difference
2016 Total Deaths	214	Total Deaths	197	9%
Autopsies to Date	15	Autopsles	15	
Toxicology Samples.	23	Toxicology Samples	20	
Cremation Permits	121	Cremation Permits	118	3%

Coroner's Office Personnel Update:

^{*} Coroner Toftoy attended the IL Coroner's & Medical Examiner's Annual Conference August 22-24

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560 630-553-7500 Joseph T. Gillespie, Director Tracy Page, Deputy Director

EMA Report

AUGUST 2016

- 1. Grant Documentation Submitted
- 2. Emergency Operations Plan Submitted
- 3. UCP to Montgomery Fest
- 4. Continued with siren testing on the first Tuesday morning of the month
- 5. Continued with STARCOM testing first Tuesday morning of the month
- 6. Continued with WSPY EAS testing first Tuesday morning of the month

KENDALL COUNTY SHERIFF'S OFFICE MONTH-END REPORT



August

2016

OPERATIONS DIVISION

POLICE SERVICES	Aug-15	Aug-16
Calls for Service	764	776
Police Reports	266	337
Total Arrests	135	130
TRAFFIC SERVICES	Aug-15	Aug-16
Traffic Contacts	637	645
Traffic Citations Issued	351	271
DUI Arrests	9	6
Zero Tolerance	1	0
TRAFFIC CRASH INVESTIGATIONS	Aug-15	Aug-16
Property Damage	35	32
Personal Injury	7	13
Fatalities	1	0
TOTAL CRASH INVESTIGATIONS	43	45
VEHICLE USAGE	Aug-15	Aug-16
Total Miles Driven by Sheriff's Office	65,376.00	69,017.00
Vehicle Maintenance Expenditures	\$3,225.04	\$2,846.01
Fuel Expenditures	\$13,126.42	\$10,804.71
Fuel Gallons Purchased	5,215	5,621
AUXILIARY DEPUTIES	Aug-15	Aug-16
Ride-A-Long Hours	0	22.75
Auxiliary Hours	46.5	69
TOTAL AUXILIARY HOURS	46.5	91.75
EVIDENCE/PROPERTY ROOM	Aug-15	Aug-16
New Items into Property Room	154	92
Disposal Orders Processed	55	68
Items Disposed Of	9	3
DVD/VHS Copy Requests	55	74
Items Sent to Crime Lab for Processing	25	7
Items Processed by Evidence Custodian	10	0
COURT SECURITY	Aug-15	Aug-16
Entries	14,354	16,804
Items X-rayed	6,214	5,456
Bond Call	73	78
Kendall Prisoners	na	144
Other Prisoners	na	20
Arrests made at Courthouse	17	21
Contraband Refused	80	99

INVESTIGATIONS/COPS ACTIVITIES		
Total Cases Assigned (Patrol/Invest)	30	42
Total Cases Closed (Patrol/Invest)	15	41
Total Current Open Cases (Patrol/Invest)	104	94
Community Policing Meetings/Presentations	18	14

CORRECTIONS DIVISION

JAIL POPULATION	Aug-15	Aug-16
New Intake Bookings	287	220
Inmates Released	271	223
Average Daily Population	142	119
JAIL MEALS	Aug-15	Aug-16
Number of Meals Prepared Kendall	12,351	0
Price Per Meal	\$1.01	0
Number of Meals Prepared Consolidated Food		10,235
Price Per Meai		\$1.32
INMATE TRANSPORTS	Aug-15	Aug-16
To and From Kendall County Courthouse	90	160
Other County Court Transports	4	7
Out of County Prisoner Pickups	22	28
To I.D.O.C	11	7
Medical/Dental Transports	4	6
Court ordered medical transports	na	1
Juvenile To and From Youth Homes/Courts	28	31
Federal Transports	13	6
TOTAL INMATE TRANSPORTS	172	246
INMATE WORK CREWS	Aug-15	Aug-16
Number of Inmates	na	7
Number of Locations	na	4
Total Hours Worked	na	24
OUT OF COUNTY HOUSING	Aug-15	Aug-16
Number of Inmates Housed for Other Jurisdictions	65	32
Amount Invoiced for Inmates Housed for Other Jurisdictions	\$85,005.00	\$42,780.00
FEDERAL INMATES	Aug-15	Aug-16
Number of Federal Inmates Housed	na	9
Amount Invoiced for Housing	na	\$18,600.00
Amount Invoiced for Court Transport	na	\$2,411.26
Amount Invoiced for Medical Transport	na	\$0.00

MEDICAL BILLING	Aug-15	Aug-16
Medical Contractual Services	\$14,013.30	\$13,507.13
Prescriptions	\$2,730.12	\$8,429.48
Medical	\$142.81	\$550.35
Dental	\$357.76	\$325.80
Emergency Medical Services	\$316.94	\$0.00
Medical Supplies	\$148.59	\$0.00
TOTAL MEDICAL BILLING	\$17,709.52	\$22,812.76
Outstanding FTA Fees	Aug-15	Aug-16
FTA Fees- Outstanding	\$225.00	\$300.00
Sex Offender / Violent Offenders Against Youth 1	Registrations	
Sex Offender Registrations	10	13
Sex Offender - Address Verifications Completed		6
Sex Offender - Address Verification Attempted		7
Violent Offenders Against Youth Registrations	3	5
VOAY - Address Verification Completed		0
VOAY - Address Verification Attempted		0

RECORDS DIVISION

SHERIFF SALES	Aug-15	Aug-16
Sales Scheduled	91	31
Sales Cancelled	58	20
Sales Conducted	33	11
CIVIL PAPERWORK		
Papers Served	138	205
REPLEVINS/LEVY	Aug-15	Aug-16
Replevin/Levy Scheduled	1	0
Replevin/Levy Conducted	1	0
SUBPOENA/FOIA REQUESTS		
Accident Reports	38	42
Background Checks	27	26
Incidents	49	67
Subpoenas	10	4
Total Requests	124	139
WARRANTS	Aug-15	Aug-16
Total Warrants on File	1,818	1,604
New Warrants Issued	126	115
Total Warrants Served	135	118
Warrants Quashed	23	97

EVICTIONS	Aug-15	Aug-16
Evictions Scheduled for Month	24	21
Evictions Cancelled	15	7
Evictions Conducted	9	14
FEES		
Civil Process Fees	\$7,918.75	\$7,619.50
Sheriff Sales Fees	\$18,300.00	\$13,200.00
Records Fees/Fingerprinting	\$155.00	\$235.00
Bond Processing Fees	\$1,246.37	\$821.15
Total Fees	\$27,620.12	\$21,875.65

KCSO TRAINING

CORRECTIONS DIVISION	Aug-15	Aug-16
NATURE OF TRAINING		
Lexipol Daily Training Bulletins		30
WBT		1
Police Combat Pistol, Rifle, Ballistic Shield (CERT)		60
BLS CPR		122.5
New World Corrections Training		119
Verbal Judo		16
TOTAL HOURS	S	348.5

OPERATIONS DIVISION	Aug-15	Aug-16
NATURE OF TRAINING		
Lexipol Daily Training Bulletins		34.5
Key Date Training SAO		8
Room Clearing Shoot House		180
Arrest Warrant Service		123
Narcan Training		0.5
IPMBA Training		32
2016 Sheriffs Summer Conference		24
LE Response to Sexting		8
Web Based		7
Chapter 720 Illinois Criminal Code Review		8
Verbal Judo		16
2016 Fleet Expo Columbus, Ohio		64
TOTAL HOURS		505

COURT SECURITY	Aug-15	Aug-16
NATURE OF TRAINING		-
Lexipol Daily Training Bulletins		6
Cross Training in Corrections		6
IPMBA Training		24
BLS CPR		3.5
TOTAL HOURS		39.5
CORRECTIONS/OPERATIONS COMBINED		
NATURE OF TRAINING		
SRT		40
TOTAL HOURS		40
AUXILIARY	Aug-15	Aug-16
Training/Meeting Hours	19	36.75
TOTAL HOURS	19	36.75

KENDALL COUNTY SHERIFF'S OFFICE (KCSO)

REQUEST FOR PROPOSAL

Inmate Video Visitation Services (VVS)



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REQUEST FOR PROPOSAL

Inmate Video Visitation Services

On behalf of the Kendall County Sheriff's Office, I invite you to furnish a proposal in accordance with the Proposal Guidelines and Proposal Specifications for the services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project.

Kendall County Sheriff's Office 1102 Cornell Ln. Yorkville, IL 60560

All questions should be directed to:

Deputy Commander Gillespie

Kendall County Sheriff's Office

1102 Cornell Lane

Yorkville, IL 60560

JGillespie@co.kendall.il.us

(630) 553-7500 x1148

Any questions received shall be answered at the discretion of the County. Replies will be issued to all Proposers/ Vendors of record in writing and will become part of the RFP Documents. Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

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

INSTRUCTION TO RESPONDERS

A. Pre-bid Facility Tour:

If you would like to tour the facilities you may contact Joe Gillespie at (630) 553-7500 or jgillespie@co.kendall.il.us to arrange details.

B. Availability of Documents:

Interested suppliers should note that, unless otherwise stated in the RFP documents, there is no charge or fee to obtain a copy of the bid documents and respond to documents posted for competitive solicitations. Proposers intending to respond to any posted solicitation are encouraged to visit http://www.co.kendall.il.us/call-for-bids/ to ensure that they have received a complete and current set of documents.

- C. <u>Proposal Format of Responses</u>: This section outlines the County's *strong preference* for the proposal format and information provided by the proposer. Any proposer not providing the required information, or not conforming to the format specified in all material respects, may be eliminated. The County strongly prefers concise responses to the information requested. The use of tables, graphics, and bulleted lists, where appropriate, is strongly encouraged.
 - 1. <u>Information Required From Responders</u>: As set forth herein, you may offer additional or alternative options, but these should be clearly indicated and separate from the response to this request.
 - 2. <u>Cover Letter</u>: Provide a cover letter prepared on the proposer's business stationery. The purpose of this letter is to transmit the proposals, so it should be brief. The letter should contain a statement that the proposer is responding to the County's RFP. Other items outlined in the cover letter include:
 - a. A statement that the attached proposal is complete as submitted;
 - b. A statement that all terms and conditions contained in the proposal are valid for 90 days from the proposal closing date;
 - c. The letter must be signed by a representative who is authorized to contractually obligate the proposer or consortium of Responders.

3. <u>TECHNICAL PROPOSAL REQUIREMENTS</u>: Your Proposal must include the following:

a. Basic Company Information

- 1. Company Name/address/Telephone/Fax Numbers/ E-Mail Address.
- 2. Contact Person.
- 3. Type of Organization.
- 4. Total Number of Staff.
- 5. Underlying philosophy of your firm in providing the services requested.
- 6. Firms Financial Ability to Provide Services and Fulfill Project Contract.
- 7. Years in Business Providing Similar Services.
- 8. Firm's Employee Training Programs.
- 9. Firm's Policies (Administrative & Operational) that would be associated with this project.

10. Corporate Experience:

- i. General experience in VVS.
- ii. Experience in providing VVS populations in multiple facilities with populations similar to KCSO.
- iii. Related corporate experience.
- iv. References.
- v. Financial ability to start-up and maintain contract requirements. Include audited financial statement for Responder Corporation for the past three (3) years.
- vi. Management (corporate) support for the project.

b. **Brief Company History**

- c. <u>Summary of Firm's Relevant Experience</u> Limit references to a total of three (3). References must be of similar project scope. References must be currently under contract or a contract completed within the past five (5) years. Include the following:
 - 1. Contract Name/Location/Dollar Value/Owner Information.
 - 2. Description. Include contact person with phone number.
 - 3. Start, Finish, or Anticipated Completion Date.
 - 4. Description of all services provided.
 - 5. Contract monetary value.
 - 6. Average daily population of adult correctional facilities.

d. Financiai/Legal

- 1. Provide a copy of Last Year-End Financial Statement or Letter from Accountant/Bank Firm's Financial Position. (This information will be kept strictly confidential).
- 2. State of Illinois Business License.
- 3. Provide Insurance Coverage Certification.
- 4. Provide Statement of Legal Actions pending or threatened against you relating to Current or Past Projects and any actions brought against you by a Sheriff, County, Department of Corrections or State within the last five (5) years.

e. <u>Contract Start-up/ Transition Plan</u>

- 1. Approach to start-up.
- 2. Organizational ability to start-up.
- 3. Detailed description of implementation plan (To include system testing.)
- 4. Detailed description of transition of services.
- 5. Include a detailed description of what problems might reasonably be expected (practical, structural, software compatibility, operational, etc.) through the design, install and initial operation of these systems and your suggestions as to how you and KCSO should handle these matters.

f. Project Approach

1. Describe your business philosophy and how you plan to approach this

RFP.

- 2. Describe proposed delivery of system & quality controls, including the residence of your technicians who will service this system, once installed.
- 3. specifically address the following areas:
 - i. Hardware.
 - ii. Software Security.
 - iii. Features.
 - iv. Data Storage Capability.
 - v. Report and Data Compilation Capability.
 - vi. Monitoring and Recording Capability.
 - vii. Service Maintenance Plan.
 - viii. Training.

D. <u>Submission of Proposals</u>

All Vendors must submit one (1) original and two (2) copies of their proposal in a <u>sealed package</u> plainly marked in the lower left-hand corner "Inmate Video Visitation Services Proposal." Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration.

The following will apply to all proposals received:

- 1. All proposals must be comprehensive and complete for the services requested. Accepted proposal shall be contracted by the Kendall County Sheriff for the total of the submitted proposal. Kendall County will not be responsible for any additional charges above the accepted proposal unless additional services are negotiated and accepted by the Kendall County Sheriff by addendum to the original contract. Failure to provide detailed responses will result in the vendor being eliminated from award of contract consideration.
- 2. The County will not be responsible for any expenses incurred by the Contractor In preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- 3. The proposing party must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature. Both must be complied with for the proposal to be valid.
- 4. The individual signing the document for the proposing organization shall initial all erasures or corrections.
- 5. All variations to the stated specifications must be described in detail (free from ambiguity).
- 6. All Responders must be appropriately licensed and authorized to conduct business within the State of Illinois.
- 7. The failure of a Responder to promptly supply information requested in this RFP or

other information subsequently requested may result in the Responder being eliminated from consideration.

- 8. Discussions may be conducted with Responders who submit proposals determined to have a reasonable likelihood of being selected for award. However, proposals may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this RFP should be included in your response.
- 9. Responders who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.
- 10. The contents of the proposal submitted by the successful contractor(s) and this RFP (as well as the necessary contract terms and conditions contained herein) will become a part of any contract awarded as a result of these specifications.
- 11. Kendall County reserves the right to request clarifications or corrections to proposals.

The proposal must be addressed to:

Deputy Commander Gillespie Kendall County Sheriff's Office 1102 Cornell Lane Yorkville, IL 60560

Proposals must be delivered no later than 4:00 P.M. on _______, 2016 ("Due Date"). Proposals received after the Due Date will not be considered.

All proposals submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon County's request, the Responder(s) agrees to an extension.

E. Opening Proposals and Awarding Agreement

Proposals will be opened and publicly read on ______, 2016 at 10:30 A.M CST in the Sheriff's Office located at 1102 Cornell Ln. Yorkville, IL 60560. Proposals will be evaluated and an award, if any, will be made in accordance with the RFP section titled "Selection Criteria" below.

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

F. Property of the County

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

G. Errors and Omissions

The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the County. Should the Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify the County in writing, and the County will issue written corrections or clarifications. The Proposer is responsible for the contents of its Proposals and for

satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Proposer in the process of putting the Proposal together.

H. Reserved Rights

County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in RFP; (2) to supplement, amend, or otherwise modify the RFP, without notice; (3) to request additional information from Responders; (4) to reject any or all bids; (5) to waive minor defects and technicalities; and (6) to award an Agreement which is in the best interest of the County and the KCSO. FURTHER, THE COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE PROVIDER WHO, IN THE COUNTY'S OPINION, OFFERS THE BEST PROGRAM OF SERVICES.

The awarded Responder will be an independent contractor. The contractor is not, and will not be, an employee or agent of Kendali County or the Kendali County Sheriff's Office.

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REQUEST FOR PROPOSAL FOR INMATE VIDEO VISITATION SERVICES PROPOSAL GUIDELINES

A. <u>PROJECT SCOPE</u>: The Kendall County Sheriff's Office has issued this Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a service intensive contract, through competitive negotiation, for the procurement of services and/or supplies as set forth herein.

Only vendors who have demonstrated the ability to provide inmate services, at competitive rates, with timely delivery of services, and abiding by correctional policies/procedures of government customers of comparable size will be considered for award of contract.

All requests, responses, inquiries and ultimate final negotiations will be conducted by the Sheriff, all subject to final agreement by the Contractor (Responder/Vendor) and the Sheriff.

VIDEO VISITATION SERVICES (VVS)

The Responder shall provide KCSO with a proposal for a fully functioning inmate video visitation system (VVS) for the Sheriff's Office, to include all necessary labor, equipment, materials, software, installation, configuration (hardware, software, and networking), documentation, testing, and training services.

The Video Visitation system will be able to support several web-based applications including video visitation, inmate information, sick request, emergency visit, commissary ordering, GED preparation, law library, inmate request and grievances, court services visits, attorney visits, bond call, host the Kendall County inmate handbook and inmate electronic mail.

The VVS will allow the public to visit inmates from their home, as well as from a visitation center located within the lobby of the Sheriff's Office while being monitored and recorded by the Kendall County Sheriff's Office staff. Attorneys and other such individuals who require private access to inmates will be able to do so through remote video visitation without being monitored or recorded. All recordings will remain the property of KCSO.

The Responder must propose the number of video visitation stations for the facility. Responder will provide video visitation stations in each housing unit and may propose other areas within the Jails.

NOTE: KCSO does not currently have any video visitation systems in place.

The Responder shall be required to plan, finance and implement the phased integration and testing of all required equipment and software relative to the VVS solution without impacting the daily operation of the existing ITS or Sheriff's Office operations.

The Responder shall describe in detail the approach to the project and why Responder proposes the specific VVS solution. The response should address the following areas:

- 1. Hardware (To Include Dimensions/Warranty Information)
- 2. Software
- 3. Security Features
- 4. Data Storage Capability (Minimum Required 60 Days)
- 5. Report and Data Compilation Capability
- 6. Video Monitoring and Recording Capability
- 7. Service and Maintenance Plan
- 8. Installation/Cut Over/Transition (To Include System Testing)
- 9. Training

PLEASE NOTE THE FOLLOWING MINIMUM SPECIFICATIONS RELATED TO THE VVS SOLUTION:

- 1. All equipment for the VVS will be state of the art; resistant to physical abuse, waterproof, and considered user friendly.
- 2. The VVS stations shall be sturdy, vandal resistant and steel armored, composed of durable, tamper-free equipment suitable for a detention/corrections environment. The equipment must contain no removable parts. Cords shall be short enough to prevent hanging.
- 3. The VVS scheduling, user management and policy management must be web-based and allow for KCSO to administer visitation sessions and visitation operations based on the KCSO policies.
- 4. The VVS shall be browser based videoconference without visitors having to download any proprietary software on their computer to conduct the visit.
- 5. The VVS must assign a unique identification number to each inmate and user.
- 6. The VVS must have a Multi-lingual inmate interface (English and Spanish at a minimum).
- 7. The VVS shall provide a visual warning message to inform the visitor that the visit will be ending in ten (10) minutes. A "count down" clock should be visible for visitation participants to signal the end of the time allotted.
- 8. The VVS shall provide different levels of functionality to users based on their user type. For example:
 - a. Administrators: create/manage/edit users, schedules, etc.
 - b. Users: create/manage/edit their own schedules
 - c. Read-only user: can only view scheduled visits
 - d. System will be permission based to allow different users to have access to different privileges in the system, as defined by KCSO.
 - e. Web-based scheduling system must send an email to the visitor when a visit is scheduled, modified or canceled.
 - f. If a scheduled visit is canceled, the timeslot should become available for scheduling.
 - g. Web-based scheduling system must assign a unique visitation identification number for every visit for reporting and tracking.
 - h. System must use set durations of 20 and 40 minutes for each visit.
 - i. Allow for "professional" visits to be scheduled for longer than thirty (30) minutes.

- 9. Each user will require a unique username and password that will dictate their level of functionality.
- 10. The VVS shall provide and audit trail of all system activity (i.e., user login times and locations, which users have scheduled/modified/canceled a visit, etc.).
- 11. The VVS shall allow for integration with, or data retrieval from, the KCSO Jail Management System (JMS).
- 12. The VVS shall automatically use the same inmate identification number as created by the JMS to identify the inmate on the video visitation system.
- 13. The VVS shall automatically cancel a visit if the inmate's status has changed to a designated status or the inmate has been released.
- 14. The VVS must allow authorized personnel to be able to quickly and easily schedule visitation sessions.
- 15. The VVS scheduling and management system must be able to communicate with the video hardware at the time of the scheduled visit so that the visitation session will automatically commence without staff involvement.
- 16. The VVS must allow for three (3) configurable setting for screen resolution and bandwidth requirements.
- 17. The VVS solution shall store data for a minimum of sixty (60) days.

B. FEES. COSTS, RATES & FACILITY COMMISSIONS:

1. FEES & RATES:

- a. The rates charged to users shall not exceed the tariffs as mandated by the Public Utilities Commission or Federal Communications Commission for all services. Please provide a copy of the rates that will be charged.
- b. The vendor shall be responsible for the collection of charges.
- c. The vendor shall be responsible for any and all billing disputes, claims or liabilities that may arise in regards to its provisions of this contract.

2. COMMISSION STRUCTURE:

Please provide information on the commission structure. Include the following within your response:

- a. What is the percentage of commission you will pay Kendall County?
- b. Explain in detail the method used to calculate revenue to the County (e.g., gross revenue, adjusted gross revenue, net revenue).
- c. State applicable deductions from Gross Revenue before calculating the County's revenue.
- Method of reporting the calculation of the County's commission payment.
 i.Provide samples of proposed reports.
 - ii. Is there a charge for customized reports?
 - iii. If yes, provide amounts.
- e. Describe collection procedures.
 - i. The County reserves the right to audit collection procedures and commission computations and to terminate the contract if repeated inaccuracies in either procedures or computations are revealed.
 - ii. What types of reports are available to Kendall County to audit commission payments? Provide samples of reports.
- f. Describe the procedure for billing.

- i. Describe your billing process and who handles billing.
- ii. Will there be any handling fees charged to the County?
- iii. Are there any deductions from revenues?

3. <u>COSTS OF SERVICES:</u>

The Sheriff desires to provide comprehensive services to and for the benefit of inmates as set forth in this RFP with the costs to be substantially borne by the inmate users of these services. The Sheriff also intends to provide these services in a reliable and high quality manner, but also as economically as is practical. In order to properly compare the economics of the responses from various vendors, please offer alternatives as follows:

- a. The costs for VVS calls is sufficient to compensate the vendor for the total costs of all services, hardware, software and updates, necessary infrastructure and all other related expenses during the course of this agreements and any extensions thereof.
- CONTRACT PERIOD: This contract shall be with Kendall County, which may hereafter be referred to as the Kendall County Sheriff's Office, Sheriff or County. It is intended that the contract period shall be for two (2) years or an equivalent period depending upon date of contract award. The Sheriff reserves the right to renew this contract for two (2) additional one (1) year periods. Contract extension is subject to acceptable performance by the contractor as determined by the Sheriff and at the Sheriff's discretion and option. At the end of any contract term, the Sheriff reserves the right to extend this contract for a period of one-hundred twenty (120) days for the purpose of getting a new contract in place.
- PROJECT TARGET DATES: The following projected timetable should be used as a working guide for planning purposes. Kendall County reserves the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>	
Proposals Due	4:00 P.M. on	777777
Award of Contract	10:30 A.M. on	???????
Begin to Provide Service	TBD	

PRICING: Fees are to be proposed <u>F.O.B. Destination</u>. The term *F.O.B. Destination* shall mean: services delivered to Kendall County sites. No separate charges, except those clearly identified in submitted proposal will be allowed. In case of error in extension, the unit price will prevail.

Firms should understand that Kendall County will utilize available cost data to formulate its position on what is a fair and reasonable cost. The County shall utilize Federal, State, and local resources to assist in formulating its position.

F. TRANSFER OF OWNERSHIP OR ASSIGNMENT of CONTRACT: Vendor may use disclosed sub-contractors; however, awarded vendor shall not transfer the resulting contract or performance of contract to another individual or firm; nor shall the awarded vendor change or

sub contract any portion of the awarded contract, during the contract period without consent of the Sheriff.

The terms and conditions of the RFP and resulting contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- G. ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS: By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Kendall County may rescind its acceptance of the Proposer's proposal. The insurance requirements are contained in the "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" below.
- H. <u>RECYCLE POLICY</u>: Kendali County encourages all vendors to recycle and consider their impact upon the environment.
- I. <u>TAX EXEMPT STATUS</u>: Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax TAX EXEMPTION IDENTIFICATION NUMBER: XXXXX. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.
- SELECTION CRITERA: The Kendall County Sheriff intends to award this contract in whole to the J. lowest responsive and responsible Responder that is in compliance with all specifications, terms and conditions contained herein. The Responder shall have specific experience supplying similar products, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible contractor, the County shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the county, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems; compatibility to existing equipment; and the delivery terms. The Kendall County Sheriff also reserves the right to consider bid prices, the references and successful service history, corporate experience and capability, financial capability, qualifications, proposed approach to the project, value added services and other related factors in the award decision that demonstrate the important factors of financial responsibility and ability to perform. Intangible factors, such as the Responders reputation and past performance in executing the County contract, will also be weighed in executing County contracts. The criteria are not necessarily listed in any particular order. The Sheriff may request additional information from all proposers and further evaluate the selection criteria.

An Interview may be conducted during the selection process. Discussions may be conducted with the responsible Responders who submitted proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revision may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

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

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

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

- K. <u>PROPOSER COMPETENCY</u>: To allow the County to evaluate the competency and financial responsibility of a Responder, such Responder shall, when requested by the County, furnish the following information that shall be sworn to under oath:
 - 1. Address and description of Proposer's plant and place of business.
 - 2. Name and/or Articles of co-partnership of incorporation.
 - 3. Itemized list of equipment available for use on the Responders awarded project.
 - 4. Statement regarding any past, present, or pending litigation.
 - Such additional information as may be required that will satisfy the County that the Responder is adequately prepared in technical experience, or otherwise to fulfill the contract.
 - 6. Documents to ensure that the Responder is in compliance with the current Fair Employment Practice requirements of the County.
- L <u>DISQUALIFICATION OF RESPONDERS</u>: Any of the following may be considered sufficient for the disqualification of a Responder and the rejection of his/her proposal(s):
 - 1. Evidence of collusion among Responders.
 - 2. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
 - 3. Lack of expertise and poor workmanship as shown by performance history.
 - 4. Uncompleted work under other contracts that in the judgment of the County might hinder or prevent the prompt completion of additional work is awarded.
 - 5. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.
- M. <u>INVESTIGATION OF RESPONDERS</u>: The County will make such investigations as are necessary to determine the ability of the Contractor to fulfill Proposal requirements. The Contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and services similar to that included in this Proposal. It shall be at the sole discretion of the County to reject any Proposal if it is determined the Contractor does not fully demonstrate its ability to carry out the obligations of the contract.

- N. <u>COMMENCEMENT OF WORK</u>: The successful Responder must not commence any billable work prior to the County's execution of the contract (purchase order issuance) or until any required documents have been submitted. Work done prior to these circumstances shall be at the Responder's risk.
- O. <u>CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS</u>: The Contractor shall notify Kendall County immediately of any change in its status resulting from any of the following:
 - 1. vendor is acquired by another party;
 - 2. vendor becomes insolvent;
 - 3. vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act;
 - 4. vendor ceases to conduct its operations in normal course of business.

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

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GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS

- a. <u>Compliance With State and Federal Laws</u>: Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- b. <u>Notice</u>: Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the Kendall County Sheriff, Attention: Deputy Commander Gillespie, Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, IL 60560, fax (630) 553-1972, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Contractor, to:
- c. <u>Payment</u>: Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).
- d. <u>Entire Agreement</u>: This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
- e. <u>Choice of Law and Venue</u>: This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- f. Non-Appropriation: In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Contractor. In the event of a default due to non-appropriation of funds, Contractor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Contractor. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- g. <u>Termination</u>: Contractor may terminate contract by providing one hundred eighty (180) days written notification. The Sheriff reserves the right to terminate this contract, or any part of this contract, upon ninety (90) days written notice without cause. In case of such termination, the Contractor shall be entitled to receive payment from the Sheriff for work completed to the termination date in accordance with the terms and conditions of this contract. In such case, no penalties and/or early termination charges shall be required from the Sheriff.

In the event that Contractor defaults, the Sheriff shall be entitled to cancel the contract for cause. Cause/Default shall occur when Contractor fails and/or refuses to carry out any obligation, term or condition of this contract. Upon default, the Sheriff will issue written notice to the Contractor for acting or failing to act as in any of the following:

- 1. The Contractor fails to adequately perform the services set forth of this contract;
- 2. The Contractor breaches any material clause of the contract;
- 3. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- 4. The Contractor provides material that does not meet the specifications of this contract;
- The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice, the Contractor shall have ten (10) days to provide a satisfactory, written response to the county. Failure on the part of the Contractor to adequately address all issues of concern and remedy such problems may result in the county resorting to any single or combination of the following remedies:

- 1. Cancel the contract;
- 2. Purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses;
- 3. Reserve all rights or claims of damage for breach or any covenants of the contract.
- h. <u>Warranties</u>: All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of Kendall County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
- i. <u>Assignment</u>: Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- j. Force Majeure: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- k. <u>Insurance</u>: Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. Before starting work hereunder, Contractor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of

the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as an Additional insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Contractor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Contractor, nor be deemed as a limitation on Contractor's liability to Kendall County in this Agreement.

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

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

m. Independent Contractor Relationship: It is understood and agreed that Contractor is an independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Contractor's officers, employees and agents. Contractor hereby agrees to defend

with counsel of Kendall County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

n. <u>Background Checks/Security:</u> Contractor shall exercise general and overall control of its officers, employees and/or agents. Contractor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from the Kendall County Sheriff. Kendall County, at any time, for any reason and in Kendall County's sole discretion, may require Contractor and/or Contractor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

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

- o. <u>Non-Discrimination</u>: Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- p. <u>Certification:</u> Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Contractor further certifies by signing the Contract documents that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer or employee's official capacity. Nor has Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so

convicted nor made such an admission.

- q. Protection of Work and Clean-Up: The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor (and all Subcontractors) until its completion and final acceptance, and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and Subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor and Subcontractors may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Contractor and Subcontractors or used under their direction during construction. Contractor shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by Kendall County.
- r. Notification of Public & Private Utilities: The Company shall notify J.U.L.I.E. for public utility locations and the Project Manager for Customer's private utilities at least 48 hours prior to commencement of construction so that they may locate and stake out such buried services. Any services or utilities so damaged by the Contractor or Subcontractors will have to be replaced and/or repaired by the Contractor at Contractor's expense.
- s. <u>Conflict of Interest</u>: Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- t. <u>Waiver</u>: County and/or Contractor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- u. <u>Waiver of Lien</u>: Contractor hereby waives any claim of lien against subject premises on behalf of Contractor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Contractor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
- v. <u>Drug Free Workplace</u>: Contractor and its consultants, employees, Contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- w. MSDS: When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq. and 820 ILCS 225/0.1 et seq.

- x. Prevailing Wage: To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), such work shall be covered under the Act. The Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx
 The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All Contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
- y. Employment of Illinois Workers on Public Works Act: If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Act"), Contractor, its consultants, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.
- z. Remedies: In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

Select4Hire™ Integrity Testing Frequently Asked Questions

Here is a list of the most commonly asked questions regarding the Select4Hire™ Integrity Test.

- What is the Select4Hire™ Integrity Test?
- How are test results interpreted?
- What does a "Not Qualified" result mean?
- Why would applicants disclose these High Risk behaviors?
- Is integrity testing 100% foolproof?
- How is the Select4Hire™ Integrity Test administered?
- How long does it take?
- What about foreign applicants?
- Where should Select4Hire™ Integrity Test be used in the hiring process?
- Is integrity testing legal?
- Can the Select4Hire™ Integrity Test™ be used on current employees?
- Can applicants be screened on weekends and "after hours?"
- What are the primary benefits of the Select4Hire™ Integrity Test?

What is the Select4Hire™ Integrity Test™?

The Select4Hire™ Integrity Test™, a pre-interview employment screening tool, was developed by Industrial/Organizational psychologists at Portland State University. The Select4Hire™ Integrity Test™ represents the next evolution in the pre-employment assessment of job candidates. It identifies job applicants who are high risk in the areas of theft, substance abuse, hostility and faking and has been used by companies nationwide since 1979 to help reduce workers' comp loss rates, avoid hiring violent or hostile employees, reduce on the job drug/alcohol abuse, reduce employee theft, reduce employee turnover, reduce negligent hiring lawsuits, reduce absenteeism and more.

How are test results interpreted?

Applicants are evaluated as either Qualified or Not Qualified. This eliminates the need to interpret each recommendation at the individual branch hiring location. However, management can review an applicant's full recommendation and disclosures from their secure online management console at any time.

What does a "Not Qualified" result mean?

An applicant who does not qualify has either:

Admitted to current, illegal drug use, and/or

Disclosed theft behaviors during the past two.years, and/or

Exhibited hostile/angry responses on the test, and/or

Tried to "fake" the test

Many applicants reveal high-risk behaviors on multiple levels. On average clients typically see an 8 to 12% not qualified rate, with some industries seeing as high as 35%.

Why would applicants disclose these High Risk behaviors?

Individuals involved in ongoing, risky behaviors (like theft and/or illegal drug use) eventually rationalize their behavior. After a while, they come to believe that there is nothing wrong with their abnormal conduct. The Select4Hire™ Integrity Test obtains a high level of honest disclosures from the applicant. In fact, over 90% of all applicants screened tell the truth about their high risk behaviors.

is integrity testing 100% foolproof?

There is no such thing as a perfect screening tool. Our research shows that Select4Hire ™ Integrity Test™ identifies the vast majority of High Risk applicants. We will provide you with reports.

How is the Select4Hire™ Integrity Test administered?

Applicants may take the test either over the Internet via our secure applicant website or on our small, portable Data Recorders. In either case, the test is self-administered utilizing electronic formats. Applicant results can be reviewed at any time by authorized personnel via our secure online management console.

How long does it take?

Most applicants can complete the test in 12-15 minutes. Results are received immediately, thus expediting the hiring process.

What about foreign applicants?

The Select4Hire™ Integrity Test is written at a 5th grade reading level and available in 21 foreign languages. Applicants who are illiterate or blind have the option of using audio versions in either English or Spanish.

Where should the Select4Hire™ Integrity Test be used in the hiring process?

We recommend administering the test during the pre-interview process, after your Job Application Form and our short Informed Consent Form have been completed. Why spend any more time and money on confessed drug abusers, thieves, or violent individuals? Since the Select4Hire™ Integrity Test will weed out these candidates very early in the hiring process, you save valuable time and money on drug screening and pre-employment background checks.

is integrity testing legal?

Yes. Federal and state hiring guidelines require screening tools to be either validated or non-discriminatory. The Select4Hire™ Integrity Test is both, exceeding the legal requirements. Massachusetts and Rhode Island utilize special test editions to comply with their particular state regulations. Throughout our long history, there has never been an action filed over the use of the Select4Hire™ Integrity Test.

Can the Select4Hire™ Integrity Test be used on current employees?

No. The test was developed and validated for new hires only.

Can applicants be screened on weekends and "after hours?"

Yes. Integrity testing is operational 24/7/365.

What are the primary benefits of the Select4Hire™ Integrity Test?

Companies using integrity testing increase their earnings through significant reductions in their workers' compensation losses, reduced Short Term Disability claims, as well as decreased turnover and reduced employee theft. The high risk individuals identified by the test are the ones who come to the workplace with an "entitlement mentality." The overall quality of the workforce is improved when high-risk job candidates are culled from the applicant pool. Overall, the Select4Hire™ Integrity Test increases productivity, morale, and profitability.

http://www.clientdevelopmentinst.com/faq/

Features And Benefits

The Select4Hire™ Integrity Test is a highly reliable, cost effective, and legal means of identifying job applicants with an "entitlement mentality" before they get hired.

This is an Overt Integrity test, which means that the questions are designed to get legal admissions of current high-risk behaviors in the workplace, rather than a personality based 'covert' integrity test.

The Select4Hire™ Integrity Test identifies four high-risk behaviors found that can adversely impact your business, and directly impact your company's bottom line.

- Theft
- Violence/bullying
- Drug or alcohol abuse
- Lying or faking

Below are features and benefits of the Select4Hire™ Integrity Test.

- Cut down Employee theft
- Avoid hiring violent or hostile employees and workplace bullies
- Reduce on the job drug/alcohol abuse
- 57% Reduction in Worker's Compensation Loss Rates
- Reduce employee turnover
- Less need for disciplinary actions
- Reduce negligent hiring lawsuits
- Reduced absenteeism
- Fewer unemployment insurance claims
- Reduction in non-occupational disability losses
- Reduction in FMLA utilization
- Improved auto liability expenses
- Reduce your Experience Modification Rate (E-mod)
- Improve your company's Return on Investment (ROI)

CUT DOWN EMPLOYEE THEFT

Increasingly rising employee theft today costs companies thousands to millions of dollars a year in losses. Statistics may vary slightly, but point to the fact that dishonest employees steal 4-6 times the amount stolen by shoplifters.

Many of the same retailers who want to recover lost profits, and have dealt with the expense of acquiring robust anti-shoplifting programs would be better served to address the issue of inventory shrinkage related to employee theft!

In addition to the ever increasing retail employee theft in C-Stores, supermarkets, fast food franchises, we are witnessing trucking and warehouse employees's theft collusion. Assisted Living Facilities and Health Care employee theft occurs in falsified medical cases, drug theft, and altered billing.

Reducing white collar embezzlement, padded expense accounts, and phantom vendors are amongst the major challenges our clients face today.

With The Select4Hire™ Integrity Test, candidates who make admissions about job related thefts are not recommended for hire.

AVOID HIRING VIOLENT OR HOSTILE EMPLOYEES AND WORKPLACE BULLIES

During the course of the hiring process, the Select4Hire ™ Integrity Test identifies those High Risk applicants who have admitted recent violent and/or bullying behavior, and therefore have a greater chance of endangering the workplace. The knowledge that comes from this type of disclosure is invaluable in protecting the safety of your workplace.

According to the Workplace Bullying Institute, the impact of workplace bullying can often result in both negative mental and physical effects ranging from headaches to heart attacks! Research supports a direct correlation between workplace bullying and domestic violence,

Some of the 2013 findings from The Bureau of Labor Statistics, Department of Justice, and National Institute of Safety and Health (NIOSH) include that workplace violence costs over 120 billion dollars a year nationwide, and that nonfatal assaults alone results in more than 876,000 workdays a year.

Nearly one out of every five on-the-job fatalities is the result of workplace violence.

The Select4Hire ™ Integrity Test identifies those High Risk applicants who have admitted recent violent and/or bullying behavior, and therefore have a greater chance of endangering the workplace. The knowledge that comes from this type of disclosure is invaluable in protecting the safety of your workplace.

REDUCE ON THE JOB DRUG /ALCOHOL ABUSE

2013 statistics from DAWN (Drug Abuse Warning Network) indicate that there were 5.1 million drug-related ER visits last year, of which 1,428,145 were attributed to misuse or abuse of pharmaceutical prescriptions, and 1,250,500 involved illicit drugs.

Since the vast majority of companies have less than 100 people, if yours is a medium or large sized business, the odds are that one of your employees or coworkers wound up at a hospital ER for substance abuse treatment!

The Select4Hire™ Integrity Test identifies those High Risk applicants who are abusing drugs and/or alcohol on the job. By obtaining this information about a potential hire, your organization can make better selection decisions and dramatically reduce its risk and complicity in workplace accidents. Working under the influence of any illegal substance, drug and/or on the job alcohol drinking can be remarkably dangerous, particularly in industries whose operations involve automobiles, heavy equipment, power tools, or chemicals.

57% REDUCTION IN WORKERS' COMPENSATION LOSS RATES

Contrary to many peoples' assumptions, workers compensation costs ARE controllable.

You have the ability to directly effect your experience rating.

Safety programs are essential. Notwithstanding, hiring the right 'safe' person is crucial.

In a 2011 study published by Pacific University's School of Professional Psychology, researchers studied whether or not the use of integrity tests in pre-employment screening had an impact on the size of worker's compensation claims across a number of industries. The study concluded that the compensation claims filed by unscreened workers were both more frequent and also of a substantially larger dollar value than those filed by workers who were vetted via a form of integrity test.

The Select4Hire Integrity Test™ protects your organization from selecting workers who have confessed to prior exaggeration of workplace injury severity and/or who have disclosed their participation in insurance scams.

REDUCE EMPLOYEE TURNOVER

Though reducing employee turnover is not a primary intent of the Select4Hire Integrity Test™, its power as a screening tool has been found to attract committed and dependable workers, and bolster sustainable hiring practices. Continuously having to recruit and train multiple people for one position is an expensive and tedious procedure, but avoidable if the right individuals are selected from the start.

LESS NEED FOR DISCIPLINARY ACTIONS

The Select4Hire Integrity Test™ is a proactive tool that saves management the time and expense of disciplining employees who have violated company policy. By determining and weeding out candidates who would be dishonest and unsafe in the workplace, the Select4Hire Integrity Test™ reduces the need for organizations and employees to engage in protracted battles of remediation and punishment.

REDUCE ABSENTEEISM/TARDINESS

Employers would greatly benefit from knowing which individuals in the pre-employment process are likely to abuse the company policy regarding sick leave. Absenteelsm fosters a less productive workplace. Select4Hire™ integrity testing preempts this problem by identifying the candidates who are likely to disregard their job duties, based on admissions of absenteeism and/or tardiness.

LESS UNEMPLOYMENT INSURANCE CLAIMS

The Select4Hire Integrity Test™ examines a candidate's propensity for filing exaggerated claims. The results of the test get to the counterproductive attitudes and behaviors that lead an individual to abuse company policy in this way.

REDUCE NON-OCCUPATIONAL DISABILITY LOSSES

Illness and injury becomes problematic when dishonesty creeps into the workplace. When given the opportunity, certain employees choose to leverage the disability insurance benefits to extremes, at the company's expense. Using the Select4Hire™ Integrity Test to avoid this dishonest behavior pattern.

IMPROVE YOUR COMPANY'S RETURN ON INVESTMENT (ROI)

The Select4Hire™ Integrity Test has produced dramatic results with savings exceeding costs by several multiples. Using the Select4Hire Integrity Test™ as a part of the pre-Interview hiring process produces significant bottom line results . Ask to see our studies.



PRE-HIRE INTEGRITY TESTING

The Select4Hire* Integrity Test - Integrity Matters

The Select4Hire® integrity Test is a pre-hire overt behavioral integrity test used to prevent high-risk job applicants from being further considered in the hiring process. The Select4Hire® integrity Test is administered pre-interview, thus hiring managers avoid wasting time further vetting candidates who are engaged in high-risk behaviors including drug and alcohol abuse, theft, hostility or lying.

Workers' Comp Case Studies Prove Select4Hire * Integrity Testing Enhances Earnings

Industry	Frequency Reduction	Severity Reduction*	Total Employees in Study	Total Comp Loss Reduction Among Selectifican' Screened
Saming	50%	40%	32,158	74%
Manufacturer	71%	36%	8,486	82%
Staffing	67%	-7%	50,710	64%
Staffing	93%	26%	6,904	95%
Food Processor	40%	48%	11,659	68%
Home Healthcare	39%	50%	9,054	70%
Insurance	78%	30%	6,165	84%
Hospitality	49%	5096	33,345	74%
Home Healthcare	55%	18%	5,035	63%
Staffing	41%	9%	303,891	46%
Retali	7096	48%	18,200	84%
Commercial Laundry	56%	14%	10,596	62%
Construction	46%	4.2%	5,128	69%
Long-Term Care	55%	1896	1,605	63%
Long-Term Care	4196	16%	9,558	50%
Hospitality	54%	59%	4,161	81%
Rental Company	72%	38%	8,650	82%
Long-Term Care	64%	54%	5,618	9296
Total and Weighted Average	44%	18%	530,923	57%

^{*}The arrestly reduction is bessel on all claims, open and clause. When the postput to based on classed claims, the security reduction is also placed by large or a classed claims.

The Select4Hire® Integrity Test - The Solution

The Select4Hire® Integrity Test is able to obtain a high level of honest disclosures from applicants by using a proven psychological principle known as cognitive dissonance. Simply put, cognitive dissonance is the human behavior when individuals who are involved in ongoing, "risky" behaviors (like theft and/or illegal drug use) will over time begin to rationalize their behavior as normal. As a result, they have no issue with answering direct questions about their current or recent abnormal "risky" behavior.

- Increases Productivity
- Reduces Turnover
- Reduces Employee Theft
- Reduces "Frictional Costs" (Legal, Rehab & TPA)
- Reduces FMLA, STD, LTD & Sick Leave programs
- Reduces Unemployment Insurance Expenses
- Reduces Workers Compensation Loss Rates
- Reduces Background Screening and Drug Testing Costs
 - Completed in 12 15 Minutes
- · Multilingual 23 Languages
- 5th Grade Reading Level



- Validated & EEOC Compliant
- Proven 30 Year Track Record
- Online 24x7 Availability
- Instant Results (Pass/Fall)



For more information, contact Dennis Fox 1-800-989-7355 - dennistace clanidovelopment institute The Client Development Institute

Up to 90% of Workplace Injuries Are Caused by Human Error* The Safety Quotient™ Personality Risk Assessment Helps Reduce Human Error

Using the Safety Quotient-as the first step to risk management and loss prevention, our customers have achieved:

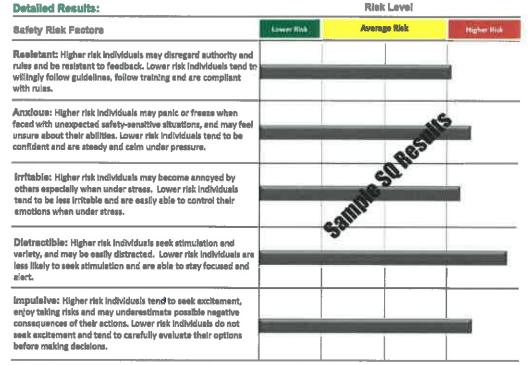
25-50% Reduction in average personal incident rate

\$76,000 Average savings for 100 hires.

44

"Our success in hiring top performers has dramatically increased and we haved saved countless dollars."

PRINCIPAL, GLOBAL STEEL MANUFACTURER









For more information, places contact Dennis Fox 20369 Pilver Bank Street, Suite 100 Potomes Felle, VA 20165 1-800-989-7365 dennistat & diantiferentinsf.com



The Client Development Institute

Proven Benefits of Using Safety Quotient™ to Reduce Workplace Injuries and Incidents

Case Study Results Research Study 1: Compared to the bottom 75% ("Lower-Risk"), drivers scoring in Adult Drivers the top 25% ("Higher-Risk") range of Resistant experience: Average 130% higher At-Fault Accident rate Average 362% more Traffic Tickets Compared to the bottom 75% ("Lower-Risk"), drivers scoring in the top 25% ("Higher-Risk") range of Irritable experience; Average 158% higher At-Fault Accident rate Average 38% higher Near Miss rate Research Study 2: Foremen or Field Superintendents whose scores were in the Multinational "Higher-Risk" range of Resistant had an average crew Incident rate 2.3x higher than those who scored in the Industrial Construction "Lower-Risk" range. Company Workers who scored in the "Higher-Risk" range of impulsive had an average personal incident rate 5x higher than those who scored in the "Lower-Risk" range. Using participant scores on impulsive as a guideline. Screening-out "Higher-Risk" workers resulted in 8 fewer personal injuries per 100 hires Using participant scores on Resistant as a guideline, Screening-in "Lower-Risk" supervisors resulted in 4 fewer crew first aid incidents per 100 hires

About Safety Quotlent™

Test

- Accessible online
- Takes less than 30 minutes
- Available in many languages including French, Spanish, Punjabl, and morel



- Report delivery within 1 hour
- Validated in Industrial workplaces
- Used for hiring new or developing existing
- Used by Klewit, Lafarge, Finning, Ledcor among others

1,5

31 (4)

"I'd rate SQ a 10 out of 10. The product is great!"

"These reports exceeded our expectations. They were spot on...very insightful."

VIOLEPRESIDENT HIL GLOBAL INDUSTRIAL COMPANY PRINCIPAL, LARGE REGIONAL UTILITY COMPANY





For more information, please contact Dennis Fox 20988 Pitror Bank Street, Suite 100 Potomac Palla, VA 20165 1-0-980-7365 clamating tirellandoseigamentinat.com



The Client Development Institute