



COOK COUNTY GOVERNMENT

Office of the Chief Procurement Officer

Request for Proposal

(RFP) No. 1790-16474

For

Corrections Communication System (CCS)

Issued on

June 23, 2017

Proposals must be delivered to:
Office of the Chief Procurement Officer
118 N. Clark Street, Room 1018 Chicago, IL 60602
Attention: Shannon E. Andrews, Chief Procurement Officer

Proposals are due no later than Friday, July 28, 2017 at 3:00 p.m. (Central Time)

There will be a MANDATORY Pre-Proposal Conference and Site Walk on Tuesday, July 11, 2017 at 10:00 a.m. (Central Time) at 118 N. Clark Street, Bid Room 1018 Chicago, IL 60602

Questions regarding the RFP should be directed to:

Tangela Malloy, Senior Contract Negotiator at Tangela.malloy@cookcountyil.gov

Toni Preckwinkle
Cook County Board President

Shannon E. Andrews
Chief Procurement Officer

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1 Introduction

1.1 Purpose

The Cook County Sheriff's Office ("CCSO") and the Cook County Bureau of Technology ("County") are issuing this ***Correction Communication System ("CCS") Request for Proposal ("RFP")*** to acquire a reliable, cost effective CCS for Cook County confinement facilities.

The County seeks proposals for an Inmate/Detainee Telephone System ("IDTS") capable of providing traditional voice calling functionality and attendant security and customer service features, as well as a Correctional Telecommunications Device ("CTD"), which will permit telephone calling and advanced features including Video Visitation, Electronic and picture messaging, printing, and interfaces to third party applications (Law Library, Commissary, Grievances, etc.). The County additionally seeks proposals that address the eventual replacement of all traditional stand-alone telephones with CTDs.

In seeking proposals for CTDs, Video Visitation, and Electronic Messaging, the County intends to better fulfill its policy of maximizing the volume and media of communication available to inmates/detainees and Consumers. This means in particular that CTDs, Video Visitation, and Electronic Messaging will be adopted to compliment and not replace traditional means of communicating, such as in-person visitation and mail.

In consideration of receiving the CCS, the County will authorize the Contractor to generate revenue from the provision of select CCS services. **Accordingly, the County does not seek and will not accept proposals for a cash site commission, administrative cost reimbursement, minimum annual guarantee, or any other analogous reimbursement mechanism.**

Because the FCC has observed that the inmate telecommunications market is a prime example of market failure, the County intends to simulate market conditions for friends, family and other end users of the CCS through the exercise of oversight and control over the revenue-generating activities of the Contractor. The awarded Contractor will therefore receive limited and restricted rights to offer CCS services to end users at rates and fees memorialized in the Contract. Proposers should be aware that the County takes the economic interests of Consumers and Inmates/Detainees seriously and may regard any overcharge as a material breach of the Contract.

The County values detailed, structured, and concise responses that are not obscured by excessive and uninformative marketing materials. Key term definitions can be found in the Glossary.

1.2 Background

Cook County ("County") is an urban county in the upper northeastern section of the State of Illinois that contains more than 800 local governmental units within its boundaries. With a population of approximately 5.2 million people, it is the second most populous county in the nation and the 19th largest government in the United States (2010 census statistics).

CCSO operates one of the largest single-site county facilities in the United States which is comprised of multiple Divisions segregated by security and programming classifications. Primarily holding pre-

trial detainees, CCSO admits approximate 100,000 detainees annually and averages a daily population of 9,000. The facilities cover more than eight city blocks and each include a visiting area, dispensary, law library, multi-purpose room, staff offices and day room in the living units. Each Division has a unique layout. In most Divisions, there is limited wall/mounting space. Details about each Division can be found in [Appendix I – Division Specifications](#) of this RFP.

CCSO currently utilizes an IDTS that was implemented and has been maintained by an outside contractor since 2008.

1.3 Business Goals and Objectives

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

1. Ability for family and friends to connect with inmates/detainees through voice and other technologies at affordable costs and with minimal fees;
2. Real time data synchronization between the CCS and CCSO's Jail Management System (JMS) and commissary system;
3. Business analytics and inmate/detainee identification technology to assist with case investigations;
4. CTD installation for family and friends to connect with inmates/detainees through advanced devices (e.g., Video Visitation) and to meet inmates/detainees' internal/compound communication needs;
5. Compliance with FCC regulations and all other applicable State, Federal and local laws;
6. Gains in operational efficiencies, decreasing operational costs; and,
7. Meeting contract specific goals for MBE/WBE participation.

1.4 Schedule

Activity	Estimated Date
1. RFP posted to the website	Friday, June 23, 2017
2. Mandatory Pre-Proposal Conference and Site Walk Through	Tuesday, July 11, 2017
3. Proposer Inquiry Deadline	Friday, July 14, 2017
4. Response to Inquiries (tentative)	Friday, July 21, 2017
5. Proposal Due Date	Friday, July 28, 2017

2 Current State

2.1 Inmate/Detainee Telephone System

2.1.1 CCSO Divisions

CCSO currently utilizes an IDTS in conjunction with voice verification and data analytics products. The inmate/detainee's voice print is enrolled into the IDTS during the booking process which occurs in the Receiving Classification & Diagnostic Center; the enrollment process is conducted through designated enrollment telephones which do not allow inmate/detainee telephone calls to be placed. There are re-enrollment telephones located within each division. Each enrollment and re-enrollment

is supervised by Division staff. CCSO currently designates 1 inmate/detainee telephone per division which allows calls through the IDTS without the use of voice verification.

Division 08, Residential Treatment Unit (“RTU”) is the newest building and all existing inmate/detainee phones are in conduit and should be supported by Cat-5E cabling. The remaining divisions and buildings are supported by Category-3 cabling. About 20% of the cabling is placed in conduit. Contractor is responsible for validating all cabling.

2.1.2 Juvenile Temporary Detention Center (“JTDC”)

Inmate/Detainee telephone service at the JTDC is provided through a separate and independent IDTS, wholly administered by the County. All calls placed from JTDC are processed as free calls through the IDTS without the use of voice verification. JTDC is supported by Category-3 cabling.

3 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.**

Owing to the rapidly-evolving technological landscape and the dynamic operational requirements of Cook County confinement facilities, the County, unless explicitly stated otherwise, intends its specifications to be agnostic as to the telecommunications devices and technologies involved, including:

- Communications protocols;
- Number and types of communications devices (stand-alone telephones, multiple types of CTDs, etc.);
- Encoding technologies.

This means in particular that all specifications – including rates – for traditional voice calling contained in this RFP apply regardless of the technology the awarded contractor uses to facilitate vocal communication.

The County prioritizes the implementation of the most efficient and secure technologies, **and the CCSO seeks in particular the full deployment of CTDs and the immediate or eventual replacement of most stand-alone telephones (except where security or operational concerns dictate otherwise).** The CCSO and JTDC reserve absolute discretionary control over the deployment of technologies in confinement facilities.

The specific requirements for each scope element are located in the **System Requirements Matrix** (Appendix III) which contains Technical, Legal, and Proposal Requirements for the system desired by Cook County. The proposers must complete and submit all fourteen (14) sets of requirements, as an MS Excel file as part of the response to this RFP. **Proposers may provide a separate Narrative Response document with extended response material, provided that such document is organized in accordance with the numbering system and order of the System Requirements Matrix.**

Upon evaluating all proposals based upon the criteria in this RFP, Cook County will award the contract for an initial seven (7)-year term with the option to renew for one (1) additional two (2)-year term. Unless otherwise set forth in an amendment executed by the County and the Contractor, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during any renewal terms. The Agreement shall not automatically renew.

3.1 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 the **System Requirements Matrix attachment**.

3.2 Correctional Telecommunications Device

Contractor shall propose **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 in the **System Requirements Matrix attachment**. 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.

3.3 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 the **System Requirements Matrix attachment**.

3.4 Electronic Messaging Application

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 the **System Requirements Matrix attachment**.

3.5 Consumer Services/Funding Methods

Contractor shall provide Consumer Services/Funding Methods according to the specifications set forth in the **System Requirements Matrix attachment**.

3.6 Revenue, Rates, and Fees

Contractor is permitted to generate revenue in connection with the Contract only as explicitly provided in the Contract. Response requirements can be found in the **System Requirements Matrix attachment**.

3.6.1 Rates

Contractor shall propose rates in accordance with the requirements set forth in the **System Requirements Matrix attachment**. In **Appendix II**, proposers shall detail their proposed rates.

Contractor shall provide Free Communication in accordance with the specifications provided in the **System Requirements Matrix attachment**.

3.6.2 Taxes and Fees

Proposer is required to comply with the Taxes and Fees specifications set forth in the **System Requirements Matrix attachment**.

3.7 Additional Technology

Proposers may propose additional technology as specified in the **System Requirements Matrix attachment**.

3.8 Solution Performance & Availability

3.8.1 Hosting Services

This RFP seeks Cloud and Hybrid proposals **only** for hosting of server-side elements required by the RFP. The proposal must describe any hosting services it offers and relevant availability, storage, and bandwidth limitations. Response specifications are found in the **System Requirements Matrix attachment**.

3.8.2 Support and Maintenance Services

3.8.2.1 Customer Service

The proposal must provide information regarding Contractor's processes for customer service, both as it applies to Consumer and inmate/detainee inquiries and County service. Response specifications are found in the **System Requirements Matrix attachment**.

3.8.2.2 Public Facing Service Levels

Contractors should offer service level agreements (SLAs) and corresponding credits for failing to meet public facing SLAs. Response specifications are found in the **System Requirements Matrix attachment**.

3.8.2.3 Mandatory County Service Level Requirements

Contracts must comply with mandatory County Service Level Requirements as specified in the **System Requirements Matrix attachment**.

3.8.2.4 Additional Service Level Agreements, Key Performance Indicators, Performance Credits

In addition to the mandatory SLA requirements, the proposal must individually address each of the SLA requirements detailed in the **System Requirements Matrix attachment**.

3.8.3 Business Continuity and Recovery

3.8.3.1 Cloud and Hybrid Hosting

This RFP **only** seeks Cloud and Hybrid proposals for hosting of server-side elements required by the RFP. Proposers must individually address each of the requirements in the **System Requirements Matrix attachment**.

3.9 Implementation, Development and Project Management Services

This RFP seeks a managed implementation accomplishing tangible deliverables by agreed dates within a joint project task list and timeline.

Contractors are expected to propose a best-industry methodology and solution. Innovative ideas to meet the needs of the County in a timely manner are encouraged. The proposed plan of action should adhere to a leading industry project delivery methodology (e.g., agile, waterfall, etc.).

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 Consultant 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.

3.9.1 Implementation Plan

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:

- Pre-installation site visits;
- County installation timeline review;
- Ordering and shipping of hardware/software;
- Development and completion of the required interfaces;

- Configuration and population of the telephones and/or CTDs with existing required restrictions and data;
- Installation of IDTS, CTDs, and associated workstations; and
- Transition date.

The CCSO expects Contractor's implementation plan to 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.

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. CCSO shall work with Contractor to determine the appropriate number and types of devices to be installed.

For installation/implementation requirements, see the **System Requirements Matrix attachment**.

3.9.2 Implementation Plan Requirements

3.11.2.1 Project Management

A list of requirements can be found in the excel sheet "**System Requirements Matrix**", **Project Management**" tab.

A narrative description must also be provided in a word document format.

3.11.2.2 Quality Management

A list of requirements can be found in the excel sheet "**System Requirements Matrix**", **Project Management**" tab.

A narrative description must also be provided in a word document format.

3.11.2.3 Change Management

A list of requirements can be found in the excel sheet "**System Requirements Matrix**", **Project Management**" tab.

A narrative description must also be provided in a word document format.

3.11.2.4 Transition and Training

A list of requirements can be found in the excel sheet "**System Requirements Matrix**", **Project Management**" tab.

A narrative description must also be provided in a word document format.

3.10 Reports and Audits

3.12.1 General

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 contained in the **System Requirements Matrix attachment**.

3.12.2 Reconciliation and Audit

Contractor will be required to comply with reconciliation and audit requirements as specified in the **System Requirements Matrix attachment**.

3.11 Transition and Data Ownership

The proposal must comply with requirements for transitioning deliverables, County data, and any County intellectual property to the County at the termination of the proposed solution or services. Response specifications are contained in the **System Requirements Matrix attachment**.

3.11.1 Data Ownership

Specifications pertaining to Data Ownership are found in the **System Requirements Matrix attachment**.

3.12 Information Security

3.12.1 Data Security Controls

The proposal must give an overview of the System's software, hardware, and other controls supporting the System's data security. Specifications are found in the **System Requirements Matrix attachment**.

3.12.2 Secure Development and Configuration Practices

The Contractor must describe its application development and configuration practices and how they will reasonably protect the security, confidentiality and privacy of County data and any individuals who may be considered data subjects as to the solution. **System Requirements Matrix attachment**.

3.15.3 Compliance Requirements

The Contractor must provide sufficient detail on whether and how the proposal possesses data security controls that comply with regulatory requirements. Specifications are found in the **System Requirements Matrix attachment**.

3.12.3 Incident Response Requirements

Contractor may include a full Incident Response Policy and/or related Plan as an attachment. Additional response specifications can be found in the **System Requirements Matrix attachment**.

3.12.4 System Audit Requirements

The proposal must individually address and provide sufficient detail on whether and how it meets the requirements in the **System Requirements Matrix attachment**.

3.13 Other Terms and Conditions

Requirements related to other terms and conditions are found in the **System Requirements Matrix attachment**.

4 Contractor Requirements

4.1 Contractor Information

Contractor shall comply with all applicable laws, rules, regulations, and orders of any authorized agency, commission, unit of the federal government, state, county, or municipal government. Contractor shall supply the following in its proposal:

1. Documentation that all necessary requirements of the Illinois Commerce Commission and the Federal Communications Commission ("FCC") are met;
2. A copy of its telecommunications service tariff for the State of Illinois;
3. If Contractor is for sale or is considering an acquisition or merger in the next 6 months, information about the acquiring company or the company to be acquired and information regarding the stage of negotiations;
4. A synopsis of any litigation(s), claims, administrative, regulatory or enforcement action brought by government agencies or clients within the last 5 years where Contractor or Contractor's General or Prime Contractor is a party. Include venue, parties, amount of damages and status of litigation; and
5. The names and resumes of Contractor's key personnel, consultants, and subcontractors which will be involved in providing the requirements in this RFP and the Agreement.
 - a. Contractor shall disclose, with percentages clearly shown, what work for the Divisions will be subcontracted and what work will be performed by Contractor employees.

4.2 Contractor References

Contractor is required to meet the following reference requirements:

1. Provide a list of agreements terminated for cause, terminated for a material breach, not renewed, lost or prematurely cancelled or terminated for convenience in the last 5 years. If applicable, include the reason for non-renewal and/or cancellation(s) of the agreement(s);
2. Provide a list of clients/agencies who have notified Contractor of rate discrepancies or unauthorized/increased fees or commissions owed within the last 3 years. Be sure to specify the status of resolution of those claims;
3. Provide a list of clients/agencies who within the last 3 years have issued notices to cure, notices of default, or similar correspondence or documentation to Contractor concerning failure to perform in accordance with the terms of any agreement.

4. Provide 3 client references for facilities where Contractor provides the equipment and services comparable to the requirements in this RFP. The references provided must be currently under contract with Contractor and have been operating under that contract for at least 6 months. The references may be contacted at any time during the RFP process. Contractor shall ensure updated references and accurate contact information is provided; and
5. Provide the following information for each reference: facility name, facility address, contact name, contact title, telephone number and email address, average daily population (“ADP”), agreement effective date and number of inmate/detainee telephones and any and all fees associated with these services.

4.3 Contractor Mandatory Site Walkthrough

CCSO and County require Contractor to attend a site walk immediately following the Pre-Proposal Conference on the dates and times specified in the Schedule. It is mandatory for at least one key personnel of Contractor to attend the site walk in order to submit a proposal. A Contractor may not be represented solely by a subcontractor or representative of another Contractor. Subcontractors are permitted to attend site visits, but may not be considered the representative of a particular Contractor for purposes of meeting the site walk attendance requirement.

1. To attend the site walk, Contractor must complete and email Appendix IV - Site Walk Registration Form to the RFP contact specified on the cover sheet of this RFP on or before the date specified by the Schedule. Each Contractor will be limited to two (2) representatives per subcontractor at the site walk.
2. Following the walk-through portion of the site walk, CCSO will allow for a 90 minute question and answer conference at which time Contractor may ask CCSO questions about the Divisions and observations from the site walk.
3. Oral responses to questions during the site walk or questions and answers conference shall be considered nonbinding on CCSO and County. Contractor’s questions regarding the site walk and/or this RFP must be submitted by Contractor in writing on or before the date specified in the Schedule.
4. Site walk attendees must apply and pass CCSO’s security clearance which will include fingerprinting and a detailed background check.
5. Blueprints and a wiring diagram for the Divisions will be provided to the successful proposer. This information may be provided in an electronic format.
6. CCSO will provide the necessary tools to conduct measurements as may be requested by Contractor; cameras and cell phones are not permitted.
7. Attendance at the Pre-Proposal Conference and Site Walk Through is mandatory in order for a proposal to be considered.

The Mandatory Site Walk Through will be conducted immediately following the Pre-Proposal Conference. Transportation to the Site Walk Through will be provided. **Attendance at the Pre-Proposal Conference and Site Walk Through is mandatory in order for a proposal to be considered.**

The Mandatory Site Walk Through location is:
Cook County Jail-Main Entrance (Post 5)
2700 S. California Avenue
Chicago, IL 60608

4.4 [CCSO Department of Corrections \(DOC\) Work Restrictions and County Construction Requirements](#)

The project premises are a complex of penal institutions. Construction operations must follow restrictions imposed by the Cook County Sheriff's Office. The Department of Corrections (DOC) will provide access into the buildings during normal DOC working hours or as otherwise pre-approved by the County's Project Manager. Contractors will be required to submit a list of tools required to perform their work in the confines of the jail. Contractors will be responsible for accounting for all their tools on a daily basis.

Contractor agrees to comply with the County's construction requirements and to comply with the terms of the Coalition of Unionized Public Employees Agreement ("COUPE") which are specified in the General Conditions and set forth in Appendix VII.

4.5 [Premise Wiring Standards](#)

The Proposer agrees that all premises wiring systems installed by Proposer shall be in accordance with the local electrical code and said work must be approved by the County's Bureau of Technology. Proposer agrees that all installations and service shall comply with County structure wiring standards, including:

- Cook County Structured Wiring System Specification & Planning Guide;
- TIA/EIA-568-B.1; and
- BICSI Cable Termination Practices.

The Proposer agrees that all wiring systems on the premises installed by Proposer shall be concealed or installed in metal conduit and that all wiring shall remain the property of the County. Any exposed metal conduit must be pre-approved by Cook County. All exposed conduit must be, ridged metal conduit fastened with tamper proof hardware.

Equipment space is limited. Equipment placement within equipment rooms must be pre-approved by Cook County.

Single mode fiber is available between jail campus buildings MDF equipment rooms. Provider must provide any vertical building fiber optic cabling required within each building.

4.6 Illinois Prevailing Wage Act

In accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 (the “Wage Act”), the Proposer and subcontractors shall ensure that all laborers and mechanics performing any construction, are paid the General Prevailing Rate of Hourly Wages, as defined in the Wage Act and established by the Illinois Department of Labor. A copy of the Cook County Prevailing Wage for March 2017 is set forth in [Appendix VIII](#).

5 Evaluation and Selection Process

5.1 Acceptance of Proposals

The Chief Procurement Officer reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to The County.

5.2 Evaluation Process

An evaluation committee comprised of Cook County personnel will evaluate all responsive proposals in accordance with the evaluation criteria detailed in Section 15, below.

This evaluation process may result in a shortlist of proposals. The evaluation committee, at its option, may request that all or shortlisted proposers make a presentation and engage in proactive pricing feedback, submit clarifications, schedule a site visit of their premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternative approaches.

5.3 Right to Inspect

The County reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the proposer and any proposed subcontractors and to reject any Proposal regardless of price if it shall be administratively determined that in the County’s sole discretion the proposer is deficient in any of the essentials necessary to assure acceptable standards of performance. Cook County reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

5.4 Best and Final Offer

The County reserves the right to request a Best and Final Offer from finalist proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer will consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If the County chooses to invoke this option, Proposals will be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

5.5 Selection Process

Upon review of all information provided by shortlisted proposers, the evaluation committee will make a recommendation for selection to the Chief Procurement Officer for concurrence and submission to the County Board of Commissioners. The County reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by the County. The selected proposal will be submitted for approval to the Cook County Board. Cook County intends to select a proposal that best meets the needs of the County and provides the best overall value. Upon approval of the selected proposer, a contract will be prepared by the County and presented to the selected proposer for signature.

Cook County intends to select a firm that best meets the needs of the County. Pursuant to Section 34-123 of the Cook County Procurement Code, all negotiated contracts over \$150,000 are subject to the approval of the Cook County Board of Commissioners, which may accept or reject any proposed Contract at its sole discretion.

6 Evaluation Criteria

6.1 RFP Compliance and Exceptions

Proposals will be reviewed for compliance with and adherence to all submittal requirements requested in this RFP. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the CPO, be rejected from further consideration due to “Non- Responsiveness” and rated Non-Responsive. The County at its discretion may waive non-material omissions or provide an opportunity to cure.

6.2 Technical Proposal

Proposals will be reviewed and selected based on the following criteria:

- A. The cost of using services under the contract to Consumers and inmates/detainees. The County favors the lowest possible cost.
- B. Ability to achieve the County’s business goals, objectives and Scope of Services described in this RFP, by providing a succinct and feasible strategy that clearly describes how the project will be successfully executed with clearly identified phases and transition points. The Evaluation Committee (EC) will place special attention to the following:
 - i. Ability to manage the implementation and successfully transition from the current system to the new system based on concise narrative throughout and with special focus on strategy, project management tactics, feasibility of project plan and timeline, and organizational change management approach and innovation;
 - ii. Functionality, innovation and usability, of the prosed solution based on concise narrative in response to the System Requirements Matrix (SRM);
 - iii. Ability to achieve successful go-live based on response to the Quality Assurance and Knowledge Transfer, Training and Cutover Sections;
 - iv. Ability to achieve long term reliability goals based on response to support and maintenance and backup and disaster recovery sections;
 - v. Scalability, reliability, and stability of the proposed solution based on concise

- responses to all subsections under the technology section and the backup and recovery, security and architecture subsections;
- vi. Proposed contract performance metrics as demonstrated in concise responses to the Performance & Availability section of the SRM;
 - vii. Qualifications and experience of the proposer to successfully perform and provide the services described in this RFP, as evidenced by the successful implementation of similar programs in large complex public organizations such as County government, municipalities or other similar institutions; and
 - viii. Qualifications and experience of the proposed key personnel as evidenced by relevant experience.

7 Submittal Requirements

7.1 Number of Copies

Proposers are required to submit one (1) original signed **paper copy** and five (5) electronic copies of the proposal (**USBs only please**), no later than the time and date indicated in the RFP.

Note: the Call Rates and Fees Pricing Proposal must be submitted in word format and hard copy must be submitted in a separate envelope. Each submission must be separated in two (2) parts:

- A. Full response except for Pricing and EDS;
- B. Pricing and EDS in a separate envelope.

7.2 Format

Proposals should be submitted in 3-ring binders only. Material should be organized following the order of the Required Proposal Content Section separated by **labeled tabs**. Expensive paper and bindings are discouraged since no materials will be returned. **Numbered titles and pages are required.**

7.3 Time for Submission

Proposals shall be submitted no later than the date and time indicated for submission in this RFP. **Late submittals may not be considered.**

7.4 Complete Submission

Proposers are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Incomplete proposals may lead to a proposal being deemed non responsive. Non responsive proposals will not be considered.

7.5 Packaging and Labeling

The outside wrapping/envelope shall clearly indicate the RFP Title and date and time of submission. It shall also indicate the name of the proposer (except for Section 2.1 which requires a pseudonym). **The Price Proposal, MBE/WBE Utilization Plan For, Identification of Subcontractor/Supplier/Subconsultant, and EDS shall be submitted in a separate sealed envelope.** The envelope shall clearly identify the content as "Price Proposal". All other submission

requirements shall be included with the Technical Proposal. The Technical Proposal shall not contain any documents or information that reveals pricing or cost information.

7.6 Timely Delivery of Proposals

The Proposal, including the Technical Proposal, and the Pricing Proposal must be either delivered by hand or sent to Cook County, Office of the Chief Procurement Officer through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the County, Office of the Chief Procurement Officer and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building and office. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

7.7 Late Proposals

The proposer remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. The County assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, the County Postal Delivery System, or some other act or circumstance. **Failure to submit the Proposal on a timely basis may result in the rejection of the Proposal.**

7.8 Submission Requirements

- **Cover Letter**

The cover letter shall be signed by an authorized representative of the Proposer. The letter shall indicate the Proposer's commitment to provide the services proposed at the price and schedule proposed.

- **Executive Summary**

The executive summary should include a brief overview of the Countywide VOIP Implementation Services and the key personnel who will be responsible for the services to be provided. The Summary shall also identify the members of the team that comprise the Proposer. Indicate the organizational relationship of the team members and include an organization chart for the project.

- **Qualifications of the Proposer**

Include a brief description of the organization's track record, including history, number of employees, number of years in business, and a list of projects relevant to this RFP. Provide a list of references where relevant projects were implemented. Include the name of the contact person, name of the organization, project dollar value, address, telephone number and email address. Please provide at least three (3) references, preferably with municipal government projects. In addition, for each firm included in the proposal provide at least three (3) references with relevancy to the project scope.

- **Propose Plan of Action, Implementation and Solution**

Provide a detailed proposed plan of action indicating how all requirements will be met and the methodology proposed recommendations and implementation plan to successfully meet the goals

of the County. In addition, the proposed plan of action shall include key milestones, staff & schedule, and ability to deliver value with a solution evidenced by cost savings.

- **Key Personnel**

Provide a chronological resume for each of the key personnel proposed. Each key personnel shall have three (3) references. In addition, provide the time commitment for each key personnel. Indicate the level of their commitment to other projects if any.

- **Subcontracting or Teaming**

The proposer may be comprised of one (1) or more firms as to assure the overall success of the project. The firm shall identify each team member and specify their role. The Chief Procurement Officer reserves the right to accept or reject any of the team members if in the Chief Procurement Officer's sole opinion replacement of the team member, based on skills and knowledge, is in the best interest of the County.

- **MBE/WBE Participation**

For each MBE/WBE certified firm proposed, provide the name of the MBE/WBE firm(s), level of participation, the role that the subcontractor(s) will perform, the type of services that it will provide, and a brief background and resumes of proposed personnel proposed. The County may only award a contract to a responsible and responsive proposer. In the event that the proposer does not meet the MBE/WBE participation goal stated by the County for this procurement, the proposer must nonetheless demonstrate that it undertook good faith efforts to satisfy the participation goal. Evidence of such efforts may include, but shall not be limited to, documentation demonstrating that the proposer made attempts to identify, contact, and solicit viable MBE/WBE firms for the services required, that certain MBE/WBE firms did not respond or declined to submit proposals for the work, or any other documentation that helps demonstrate good faith efforts. Failure by the proposer to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by the County in its evaluation of the proposer's responsibility and responsiveness.

- **Financial Status**

Provide the audited financial statements for the last three fiscal years. Include the letter of opinion, balance sheet, schedules, and related auditor's notes.

- **Legal Actions**

Provide a list of any pending litigation in which the proposer may experience significant financial settlement and include a brief description of the reason for legal action.

- **Conflict of Interest**

Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.

- **Economic Disclosure Statement**

Execute and submit the [Economic Disclosure Statement \(“EDS”\)](#). In the event any further clarification is required on any of the information provided, the County reserves the right to make any necessary communication with the Proposer for such purpose. Such communication, if made, may include a deadline by which time any necessary clarifying information must be submitted.

- **Professional Service Agreement and IT Special Conditions**

The [Professional Services Agreement and IT Special Conditions](#) is provided for information only. Execution of the Professional Service Agreement is not required at the time the proposal is submitted. Requirements related to these documents are contained in the Systems Requirement Matrix.

- **A. 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 as 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:
 - \$1,000,000 each Accident
 - \$1,000,000 each Employee
 - \$1,000,000 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 Per Project	\$ 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

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 the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$4,000,000
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(e) Contractor's Equipment

Contractor is responsible for all tools, equipment materials or supplies owned rented, or used by Contractor.

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 operations performed. The Commercial General Liability policy shall include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) Qualification of Insurers

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.

(c) 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.

(d) Waiver of Subrogation Endorsements

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

8 Instructions to Proposers**8.1 Instructions**

This RFP provides potential proposers with sufficient information to enable them to prepare and submit proposals. This RFP also contains the instructions governing the submittal of a proposal and the materials to be included therein, including the County requirements, which must be met to be eligible for consideration. All proposals must be complete as to the information requested in this RFP in order to be considered responsive and eligible for award. Proposers providing insufficient details will be deemed non-responsive. The County is not obligated, neither to purchase the full services or products proposed by the proposer, nor to enter into an agreement with any particular proposer.

8.2 Availability of Documents

The County will publish their competitive bid, RFP, and other procurement notices, as well as award information, at: <http://legacy.cookcountygov.com/purchasing/proposals.html>

Interested suppliers should note that, unless otherwise stated in the bid or 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 the website above to ensure that they have received a complete and current set of documents. Some procurement notices may provide a downloadable version of the pertinent documents and any amendments to them, available to suppliers after they have completed a simple registration process. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format.

Any proposers receiving a copy of procurement documents from a bid referral service and/or other third party are solely responsible for ensuring that they have received all necessary procurement documentation, including amendments and schedules. The County is not responsible for ensuring that all or any procurement documentation is received by any proposer that is not appropriately registered with Cook County.

8.3 Mandatory Pre-Proposal Conference

The County will hold a Mandatory Pre-Proposal conference on the date, time and location indicated on the cover page. Representatives of the County will be present to answer any questions regarding the goods or services requested or proposal procedures. **Prospective proposers should respond to the contact person listed on the front cover of the RFP at least three (3) business days prior to the Pre-Proposal Conference** to confirm participation and number of representatives attending the meeting.

Attendees are encouraged to bring a copy of the RFP to the Pre-Proposal conference.

8.4 Special Access to the Pre-Proposal Conference (As Applicable)

If special accommodations are required for proposer to attend the Pre-Proposal Conference or the proposal opening, contact the contact person listed on the front cover of this RFP via email no later than three (3) business days before the event.

8.5 Clarifications

Questions regarding this RFP will be submitted in writing to the contact person listed on the cover page of this RFP no later than the date stated in the [Schedule](#).

8.6 Delivery of Proposal Package

The Proposal and the Pricing Proposal will be either delivered by hand or sent to the County, Office of the Chief Procurement Officer through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the County Office of the Chief Procurement Officer and on any correspondence related to this RFP or the Proposal. The proposer remains responsible for insuring that its Proposal is received at the time, date, place, and office specified. The County assumes no responsibility for any Proposal not so

received, regardless of whether the delay is caused by the U.S. Postal Service, any other carrier, or some other act or circumstance. **Proposals received after the time specified will not be considered.**

If using an express delivery service, the package must be delivered to the designated building and office and not to the County Central Receiving facilities.

8.7 Uniformity

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP and the format required for the pricing proposal. The County reserves the right to waive minor variances or irregularities.

8.8 Proposal Material

The Proposal material submitted in response to the RFP becomes the property of Cook County upon delivery to the Office of the Chief Procurement Officer and may be part of any contract formal document for the goods or services which are the subject of this RFP.

Proposers must designate each page of the Proposal which contain trade secrets, proprietary information, or is otherwise exempt from disclosure as set forth in the Illinois Freedom of Information Act 5 ILCS 140/7 (g). Indiscriminate labeling of material as confidential, proprietary or exempt may be grounds for deeming a Proposal non-responsive. All Proposals are subject to the Illinois Freedom of Information Act. The County will make the final determination as to whether information marked confidential, proprietary will be disclosed pursuant to a request under the Illinois Freedom of Information Act or valid subpoena.

8.9 Addenda

Should any proposer have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the Office of the Chief Procurement Officer no later than the date stated on the [Schedule](#) and obtain clarification prior to submitting a Proposal. Such inquiries must reference the proposal due date and the County RFP number.

Any addenda issued to proposer prior to the Proposal due date for clarification shall be made available to all proposers. Since all addenda become a part of the Proposal, **all addenda must be signed by an authorized proposer representative and returned with the Proposal on or before the Proposal opening date. Failure to sign and return any and all addenda acknowledgements (Appendix XII-Addenda Acknowledgement Form) shall be grounds for rejection of the Proposal.**

Interpretations that change the terms, conditions, or specifications will be made in the form of an addendum to the solicitation by the County. If issued, the County will post the addenda on the county website: <http://legacy.cookcountygov.com/purchasing>. In the event there are any conflicts between

the general terms and conditions and any special terms and conditions, the special terms and conditions shall take precedence.

8.10 Proposer's Responsibility for Services Proposed

The proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of proposers fully to acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

8.11 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.

8.12 RFP Interpretation

Interpretation of the wording of this document shall be the responsibility of the County and that interpretation shall be final.

8.13 Confidentiality and Response Cost and Ownership

From the date of issuance of the RFP until the due date, the proposer must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the County. The proposer is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

8.14 Use of Subcontractors

The Proposal must clearly state the identity of each team member and their role. The proposer's response must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract. The County reserves the right to accept or reject any subcontractor if in the County's sole opinion it is in the best interest of the County.

8.15 MBE/WBE Participation Goals

Consistent with Cook County, Illinois Code of Ordinances (Article IV, Section 34-277), the County has established a goal that MBE/WBE firms retained as subcontractors receive a minimum 35% participation goal of proceeds collected for this procurement.

In an effort to continue to promote and expand the participation of certified MBE/WBE firms, the proposer shall make good faith efforts to utilize MBE/WBE certified firms as

subcontractors. In its response, a proposer shall state the name(s) of the minority and women subcontractor(s) and the level of participation proposed for each firm to be awarded a subcontract.

In the event that the proposer does not meet the MBE/WBE participation goal stated by the County for this procurement, the proposer must nonetheless demonstrate that it undertook good faith efforts to satisfy the participation goal. Evidence of such efforts may include, but shall not be limited to, documentation demonstrating that the proposer made attempts to identify, contact, and solicit viable MBE/WBE firms for the services required, that certain MBE/WBE firms did not respond or declined to submit proposals for the work, or any other documentation that helps demonstrate good faith efforts. Failure by the proposer to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by the County in its evaluation of the proposer's responsibility and responsiveness.

8.16 Proposer's Disclosure and Conflict of Interest

The proposer must complete and return the enclosed "Economic Disclosure Statement & Forms" along with their proposal. In the event that further clarification is required on any of the information provided, the County reserves the right to make any necessary inquiry with a proposer for such purpose. Such inquiry, if made, may include a deadline by which time any necessary clarifying information must be submitted.

8.17 Cook County RFP Form

All proposers will use this solicitation form for submitting their proposal. Variations or exceptions from the specifications and general conditions should be submitted in writing. Such variations or exceptions may be considered in evaluating the offers received. Any exception taken must be noted in the space provided within this solicitation. Failure to comply with this requirement may cause a proposer's proposal to be considered "nonresponsive."

8.18 Pricing

All price and cost information requested in this solicitation should be provided by the proposer. While price is a factor in the evaluation of responses received, the relevant importance of price may vary based on the nature of the purchase and the related significance of other criteria as may be expressed elsewhere in this solicitation. In evaluating price, the County may give consideration to all cost of ownership factors relevant to determine the total final cost to the County, including but not limited to: administrative cost of issuing multiple awards. The County will be the sole determinant of the relevant and appropriate cost factors to be used in evaluating any Base or Alternate offers and/or Options.

8.19 Period of Firm Proposal

Prices for the proposed service must be kept firm for at least one hundred and twenty (120) days after the last time specified for submission of Proposals. Firm Proposals for periods of less than this number of days may be considered non-responsive. The proposer may specify a longer period of firm

price than indicated here. If no period is indicated by the proposer in the Proposal, the price will be firm until written notice to the contrary is received from the proposer, unless otherwise specified in this RFP.

8.20 Awards

The County may, at its discretion evaluate all responsive Proposals. The County reserves the right to make the award on an all or partial basis or split the award to multiple proposers based on the lowest responsible proposers meeting the specifications, terms and conditions. If a split award impacts the outcome of the project it must be so stated in the proposal.

8.21 Cook County Right

The County reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the proposer, to accept any item in the offer or to cancel this RFP. The County also reserves the right to accept or reject all or part of your Proposal, in any combination that is economically advantageous to Cook County.

8.22 Alteration/Modification of Original Documents

The proposer certifies that no alterations or modifications have been made to the original content of this Bid/RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy in preparing this proposal). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered proposal. Proposer understands that failure to comply with this requirement may result in the proposal being disqualified and, if determined to be a deliberate attempt to misrepresent the proposal, may be considered as sufficient basis to suspend or debar the submitting party from consideration from future competitive procurement opportunities.

8.23 Compliance with Cook County Code of Ordinances

The proposer certifies that in submitting its Proposal, it shall at all times comply with all provisions of the Cook County Code of Ordinances, including, but not limited to compliance with the Cook County Code of Ethics and cooperation with the Cook County Office of the Independent Inspector General.

9 Glossary

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

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 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.

Appendix I – Division Specifications

Document included as a separate attachment.

Appendix II – Calling Rates and Fees Pricing Proposal

Document included as a separate attachment.

Appendix III – System Requirements Matrix

Document included as a separate attachment.

Appendix IV – Site Walk Registration Form

This site walk registration form must be completed and returned to the RFP contact specified on the cover sheet of this RFP three (3) days prior to the date specified in the Schedule. The Divisions will provide an escort.

Provide the following information for the Contractor Representative(s) that will be attending the site walk which will be held on the date specified in the Schedule. In addition, please include a copy of the driver’s license or identification cards for the Representatives.

Vendor Name:	_____
Address:	_____ _____
Main Contact Phone Number:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Office Contact Number:	_____
Attendee Mobile Contact Number:	_____
Attendee Email Address:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Office Contact Number:	_____
Attendee Mobile Contact Number:	_____
Attendee Email Address:	_____

Appendix V – Department of Corrections Requirements

Document included as a separate attachment.

Appendix VI – CCSO’s Tool Control Interagency Directive

Document included as a separate attachment.

Appendix VII – Contract General Conditions

Document included as a separate attachment.

Appendix IX – Sample Professional Services Agreement & IT Special Conditions

Document included as a separate attachment.

Appendix VIII – Cook County Prevailing Wage

All wages paid by the contractor and each sub-contractors shall be in compliance with the Prevailing Wage Rate Act (820 ILCS 130), as amended except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at:

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

Appendix X-M/WBE Forms

Document included as a separate attachment.

Appendix XI-Identification of Sub-Contractor/Supplier/Sub-Consultant

Document included as a separate attachment.

Appendix XII-Addendum Acknowledgement Form

Document included as a separate attachment.

Appendix XIII – Economic Disclosure Statement (EDS)

Document included as a separate attachment.