

Will County Sheriff's Department - Joliet

Commissary/Trust Services

REQUEST FOR PROPOSAL

Proposal #: 2015-30
Date Issued: September 19, 2014
Date Due: October 9, 2014
By 2:00 P.M. (CST)

Version: 1.12
Date: 6/12/2014

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1. Introduction

1.1 Purpose (RFP Scope)

This Request for Proposal (RFP) is to solicit sealed proposals for establishing a contract with a qualified firm or agency to provide prisoner commissary/trust services for the Will County Adult Detention Facility that will:

- a) Support the current Will County Corrections Division prisoner population
- b) Scalable to meet increased future needs
- c) Interface with the Jail Management System to eliminate duplication of data entry
- d) Provide order entry and delivery system for inmate commissary orders
- e) Operate software in a network version capable of future expansion to allow at minimum forty concurrent users, including kiosks in prisoner living units
- f) Satisfy State Statutes and American Correctional Association (ACA) accreditation requirements.

This Request for Proposal, its Addendum, and the Vendor response shall be included in the final contract between the Client and the Vendor.

1.2 Definitions

Whenever used in the RFP, attachments, or addendums the following terms will have the meanings defined below. Any questions regarding these definitions should be addressed to the Client's Single Point of Contact as identified in Section 5.3.

AEGIS – Jail Management Information System, New World Systems product.

Client – The Client, as referenced within this document is the Will County Sheriff's Office.

Commissary/Trust Solution – Service recommendation providing prisoner commissary and related services to the Will County Adult Detention Facility. This recommendation includes prisoner commissary operations, prisoner trust accounting, related interfaces.

Conversion – To change data from one format or data base to another. Appropriate data currently stored in a SQL data base by the current provider (Keefe Corporation).

Disaster Recovery - The salvaging of data stored on damaged media, such as magnetic disks and tapes. Should any portion of the proposed systems fail, that portion shall be restored from a backup media without having to reinstall software and without loss of data. The recovery will occur in a minimal amount of time.

Inmate Telephone System – Current provider Securus.

Integrated, Integration - Refers to two or more components merged together into a single system sharing a single set of data. (For example: Increasingly, the term *integrated software* is reserved for applications that combine word processing, database management, spreadsheet functions, and communications into a single package.)

Interface - A boundary across which two independent systems meet and act upon or communicate with each other.

JMS – Jail Management information System. Assists with the full management of a jail or correctional facility, including booking, pre-booking, tracking inmate movement,

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classification, discipline, prisoner funds, court services, and facility data including inventory. Currently this application is AEGIS.

Rejected Items – Items considered by county commissary employees to be spoiled, damaged, tampered with, or otherwise unsuitable for inmate consumption or use.

Real Time – Process and post multi element transactions (online) to data base in less than 2 seconds for 90 percent of all transactions consisted of twenty five data elements. When utilized individual field processing and validation shall be less than 1 second 95 percent single elements. Retrieval and display time of less than 3 seconds for 90 percent of all online internal queries, such as name searches (non-reporting). Retrieval and display of online (foreground) report queries in less than thirty seconds for 90 percent of all online reports. Instantaneous response time for any individual key stroke entry.

The Client understands that the Vendor is not responsible for response times for queries performed on external systems or latency introduced by network congestion.

Software Enhancement - An update to the current version of the software designed to introduce a new feature.

Software Upgrade - A new version of a software product designed to replace an older version of the same product or to correct a flaw. The cost and service associated with Software Upgrades is included in the annual maintenance as described in section 9.31 of this document.

Trust – Prisoner banking system.

Vendor – Criminal Justice Prisoner Commissary Provider responding to this Request for Proposal. The Vendor has sole responsibility for providing the proposed solution, training, and related support services.

Vendor's Electronic Response – contains the Vendor's response to Request for Proposal, Completed Requirements Scoring Spreadsheet, Completed Vendor's Pricing workbook(s), and Vendor's Implementation Plan.

1.3 Confidentiality

The Client is providing this information so that the Vendor may better understand our organizations and our request for proposal. Please take a moment to read and understand the following:

Confidential Business Information

Information contained within this document is confidential and private with regards to the Client. By obtaining this information a duty of confidentiality is created. Any information obtained through this document may not be copied, reproduced, lent, transmitted, or otherwise used for any other purpose than those specified herein without prior express written consent of the Client. The duty of confidentiality shall continue to exist even if a vendor is not awarded the contract.

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1.4 Project Timeline

The Client recognizes that the providing services may require multiple components implemented sequentially and coordinated with the facility's staff. The Client is therefore requesting Vendor assistance in defining a realistic phased implementation approach. The Vendor shall provide an optimal timeline based on their experiences, utilizing associated Vendor and Client resources to support the Vendor's proposed commissary solution.

1.5 Project Funding

Once a Commissary/Trust Solution is identified, the governmental agencies comprising the Client shall be apprised of the recommendation before funding approval and an award of contracts can be executed. This process remains in force in the event that the Client does not incur direct costs. Legislative bodies of the County must provide approval before contract signing.

1.6 Minimum System Requirements

Due to the nature of this proposal, the Client mandates at the time of submission, that the Vendor's Commissary Solution meets the following minimum requirements. The intent of these minimum requirements is to eliminate the submission of solutions that are not viable. **THE VENDOR MUST MEET ALL MINIMUM REQUIREMENTS OTHERWISE THEIR PROPOSAL WILL BE DISQUALIFIED WITHOUT FURTHER REVIEW.**

Because of the critical nature of each of the following requirements, the Vendor shall be required to check the appropriate box either Yes or No (not both) and initial their agreement to each response in the appropriate designated area. Failure to do so will lead to disqualification:

Minimum Requirements Checklist

		<u>Initials</u>
1	The Vendor shall provide an integrated solution encompassing Commissary and Trust (banking).	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
2	The Vendor shall provide at least 80% of those items listed on proposed sales item (appendix A).	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
3	The Vendor shall maintain a 99% fill rate and 97% accuracy rate per inmate order. Such rate shall be judged by full order and not individual item.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
4	The Vendor shall not add, subtract, or substitute items from commissary availability without the Client's prior written approval.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
5	The Vendor shall fill and deliver each inmate order in a single sealed container clearly showing the inmate's identification information, unless the vendor distributes each inmate order.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
6	The Vendor shall issue credits to inmate accounts for items not delivered or rejected Items by commissary staff.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
7	The Vendor shall provide a duplicate receipt for each inmate commissary order detailing items and costs.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
8	The Vendor shall limit all markups in accordance to Illinois Statutes and Illinois County Jail Standards.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
9	The Vendor shall deliver commissary orders based on a schedule set by Client, setting forth exact times and dates.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____

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- | | | |
|---|---|--------------|
| <p>10 The Vendor shall provide information and cost to Integrate with existing JMS system.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>11 The Vendor shall provide a solution that includes money management capabilities as defined in the detailed requirements "Inmate Trust Funds" subsection. (see Part II).</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>12 The Vendor shall provide modification of all Vendor authored interfaces, at no cost to the Client, if a new JMS is purchased.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>13 The Vendor shall recognize that all commissary, trust, and prisoner data is owned by the Client.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>14 The Vendor shall not sell, share, or release information on prisoner data without the prior written consent of the Client.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>15 The Vendor shall provide a list of inquiries, reports, and audits available to the Client.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>16 The Vendor shall be capable of guaranteeing acceptable Real Time (see definitions) transaction response times.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>17 The Vendor shall provide a solution that can provide service 7 days per week, or a Client acceptable service schedule.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>18 The Vendor shall provide a Site license that will allow any authorized user access to all pertinent software modules.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>19 The Vendor shall provide a Commissary/Trust Solution that will support high transaction volumes and accommodate up to 40 active on-line users. (See Client Licensing Section 10.3 for the number of concurrent users).</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>20 The Vendor shall commit to delivering all materials and documents to the designated Single Point of Contact in Joliet, IL. FOB (Free on Board) as defined in 5.3.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>21 The Vendor shall implement only those Interfaces to 3rd Party Vendors as required and approved by the Client (NWS JMS,Securus).</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>22 The Vendor shall be authorized to conduct business in the County of Will and in the State of Illinois.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>23 The Vendor shall submit the executed Request for Proposal Signature Page from Appendix B.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>24 The Vendor shall provide all application software documentation for the software modules proposed and other critical documentation as indicated herein for the Client's evaluation.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>25 The Vendor shall provide a breakdown of financial arrangements related to mark Client's percentage related to sales of commissary items.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>26 The Vendor shall provide their written Disaster Recovery plan for restoring application software and inmate data.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>27 The Vendor shall bear sole responsibility for providing the proposed software, training, support, and maintenance services described in Sections 9.31.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>28 The Vendor shall provide their performance record regarding client support, including support issues.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>29 The Vendor shall provide estimated implementation costs including consultant fees.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>30 The Vendor shall provide operational software platforms supported by the Client's work stations.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>31 The Vendor shall provide costs to Client not delineated in this RFP. This can include, but not limited to, travel expenses.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>32 The Vendor shall submit their 2013 annual balance sheet. This shall be provided immediately upon request after the Vendor and the Client have signed the Non-Disclosure Agreement provided in 9.36.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |
| <p>33 The Vendor shall agree to monetary damages for failing to meet agreed upon standards.</p> | <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>_____</p> |

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Minimum Requirements (Section 1.6)

Authorized Signature: _____ **Date:** _____

1.7 Enhanced System Requirements

Due to the nature of this proposal, the Client has identified requirements to facilitate a transition limiting impact on their current operation. The intent of these enhanced requirements is to facilitate Vendor evaluation in maintaining capabilities associated with the current Commissary/Trust operations. **THE VENDOR MUST RESPOND TO ALL ENHANCED REQUIREMENTS OTHERWISE THEIR PROPOSAL WILL BE DISQUALIFIED WITHOUT FURTHER REVIEW.**

Vendor is be required to check the appropriate box either Yes or No (not both) and initial their agreement to each response in the appropriate designated area. Failure to do so will lead to disqualification:

Minimum Requirements Checklist

		<u>Initials</u>
1	The Vendor shall adhere to key industry standards such as Web Services and Global Justice XML for data sharing, when applicable.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
2	The Vendor shall provide a single user name and password to access all of the software modules encompassing Commissary/Trust Solution.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
3	The Vendor shall convert all trust and commissary data currently supplied by the current vendor (Keefe).	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
4	The Vendor shall provide all software tools necessary to convert the existing trust and commissary data.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
5	The Vendor shall provide a written Disaster Recovery plan. This recovery plan shall include a restore process from backup media that does not require reinstallation of software and without loss of data.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
6	The Vendor shall provide current software platforms supported by the proposed Commissary Solution and plans to migrate to newer platforms such as Windows 8 or any other future platform,	Yes <input type="checkbox"/> No <input type="checkbox"/> _____
7	The Vendor shall provide and maintain the interface between the JMS and Vendor's solution.	Yes <input type="checkbox"/> No <input type="checkbox"/> _____

Minimum Requirements (Section 1.7)

Authorized Signature: _____ **Date:** _____

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***THE VENDOR SHALL MEET ALL MINIMUM SYSTEM REQUIREMENTS
OTHERWISE THEIR PROPOSAL SHALL BE DISQUALIFIED WITHOUT
FURTHER REVIEW.***

The Vendor shall return the signed Minimum System Requirements with their proposal response.

1.8 Vendor Invitation

The Client has extended this RFP to your organization based upon your reputation as an inmate Commissary/Trust solution provider. We appreciate your effort in this endeavor and look forward to working with your organization in developing commissary service solution. However, nothing contained in this RFP shall be considered sufficient to bind Client to any contract, whether express or implied, without further written action on the part of Client. Notwithstanding this limitation, a duty of confidentiality shall exist between the recipients of this RFP and Client.

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2. Background

2.1 Client Profile

Will County Adult Detention Facility

Over the years an increase in population prompted a jail expansion project which increased jail capacity to approximately 900 inmates. The daily population currently fluctuates between 775 and 825 inmates. The expansion included an increase to physical facility size, reconfiguration of existing work flows, and an increase in program services. A major consideration for the implementation of a Commissary/Trust Solution is the need maintain a smooth transition of services.

Remote and Contract Staff Access

The sheriff's department allows for remote access to various data components including prisoner trust and commissary records. Remote access is restricted to two main units listed below.

Investigations

Internally, the detectives division is provided with real time limited inquiry access to Commissary/Trust records.

Medical Unit

The department contracts with a private corporation for medical services. Medical staff is granted read/write access to Commissary/Trust. It is intended to allow medical staff access to record medical charges in prisoner trust accounts.

2.2 Current Process Flow

Prisoners place their order on the pod kiosk; if the pod does not have a kiosk the inmate can obtain a bubble sheet from the officer's desk and fill out the form and submit to the officer. All orders and any changes are completed by 10:30pm Sunday for normal scheduled deliveries. In the event of a holiday on a Monday, orders are completed by 10:30pm Thursday. The commissary delivery arrives to the facility on Tuesday morning no later than 9am. Purchases are limited by several factors including, but not limited to:

- a) Maximum spending limits established by jail administration
- b) Prisoner housing and/or classification status
- c) Medical or disciplinary restrictions
- d) Financial status.
- e) Sex

Prisoners are allowed to purchase commissary once per week. This limitation has been based on jail staffing limitations and minimum requirements as set forth in ACA Accreditation Standards and Illinois Jail Standards. Standards require that inmates defined as indigent to receive basic supplies without charge. Current practice utilizes the

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commissary process to provide these necessities. Prisoners classified as tenders are assigned to work in various capacities throughout the facility. These individuals are given a credit equivalent to \$10.00 per week for commissary. Prisoners classified as pod workers are assigned to work in their assigned pod are given a credit equivalent to \$7.50 per week. Prisoners under the two classifications will be given a separate order form for the items they would like to purchase. This credit cannot be accumulated.

3. Statement of Needs

The Sheriff's Office continues to process commissary orders, delivery of commissary items to inmates, and monitoring of orders received from commissary provider. Inmate trust account records are maintained by Sheriff's Office staff.

The sheriff's Department maintains a limited technical staff for support of all department computer systems which include the JMS. Local staff have developed and maintained a limited number of programs to facilitate statutory compliance in trust accounting.

3.1 Goals/Objectives

The vision of this project is to improve the current commissary delivery system and obtain a trust accounting system that is in full compliance with state statutory requirements.

In order to ensure this project meets the goals of the organization, it is necessary to identify and document the objectives of the project. The overall business objectives identified for this project include:

- The Commissary/Trust Solution will:
 1. Decrease required Client support man hours.
 2. Improve effectiveness and efficiency by eliminating the need for maintaining and managing commissary stock by Client's staff.
 3. Reduce redundant and inaccurate data entry, storage, and record processing through a single point of entry and data integration to the commissary and trust accounting system(s).
 4. Decrease the number and frequency in which jail staff need to rely on manual processes in management of prisoners' commissary.
 5. Continue ongoing functional and technological support through the use of reliable software interfaced with the JMS.
 6. Provide for improvement in staff productivity through a reliable external delivery system for prisoner commissary orders.
 7. Provide the Will County Adult Detention Facility with prisoner commissary solution that complies with ACA standards, Illinois Statutes, Illinois Jail Standards, and local Sheriff Department policy.
 8. Expand electronic processing of commissary orders and money received for credit or refunded to prisoner Trust accounts.

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9. As a standalone solution is fully compliant with Illinois Statutes with regard to inmate trust fund balances.

10. Interface with inmate telephone system

3.2 System Volumes

In order to accurately define required capabilities, the following volumes of activity, personnel, equipment and data, etc. have been provided. The system must be capable of supporting current Will County Adult Detention Facility activity volumes with scalability to meet an annual 7-9 % jail population growth:

Will County Adult Detention Facility	
A. Desktop Computers with software	45
WCADF Activity	
A. Average Monthly Admissions (2013)	858
B. Average Daily Jail Population (2013)	849
C. Annual Commissary Orders Processed (2013)	26,007
D. Average Commissary Transaction (2013)	\$25.10
E. Annual Commissary Orders Processed (05/2014)	9,591
F. Average Commissary Transaction (05/2014)	\$28.13
G. Current Trust Account Records (06/2014)	37,031

3.3 System Wide Features

The following identifies the Client's specifications for the technical configuration of the system:

3.3.1 Client Environment/Connectivity

The Client will accept a stand-alone solution. Any stand alone solution must include an interface to the current JMS in order to avoid duplication of work by Client staff. Inmate living units are wired for self-service kiosk stations for commissary ordering. Visitor Kiosks are located at the visitor center and bond lobby for deposits.

The Vendor shall work with the Client in establishing the hardware and software configuration required for implementation and operating the Commissary/Trust solution. The Client is seeking to continue utilizing ATM kiosk style devices to facilitate prisoner commissary ordering and money deposited by visitors. The Client has installed a LAN network for this purpose.

Will County Sheriff's Department Network Connections

The Adult Detention Facility is connected with Cat6 to a central server room located in the facility. External access is provided by the County's MIS department and is restricted to a secured VPN connection.

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3.3.2 *Data Management*

3.3.2.1 If Vendor allows query access directly to the Client's data then list and describe all software tools, products and languages available to the Client for data retrieval.

Software Tools: _____

Products: _____

Languages: _____

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3.3.2.2 The Vendor must provide a precise and accurate list and describe in detail all computer hardware, software tools, products and languages used by the System that must be obtained by the Client separately to meet the Vendor's solution.

Software Tools: _____

Products: _____

Languages: _____

3.3.2.3 The Vendor must describe what is covered (included) in their proposed system maintenance and list any additional costs that the Client may incur. List those items included: such as normal enhancements, hours of real time support, state and federal mandated changes, user identified errors, 3rd party integration, and support for Interfaces.

Maintenance
Description: _____

3.3.2.4 The Vendor must describe how inmate records are linked within the data base in relation to the individual booking events. If inmate records are not linked to the individual then also describe the process for identification and transfer of inmate trust funds for multiple booking records.

Description: _____

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3.3.3 Query and Reporting for Commissary/Trust

3.3.3.1 The Vendor must describe any report generator for the System, including the following:

Software Used: _____

Skill Level Required: _____

Ease of Use: _____

Reportable Elements: _____

Output Capabilities, e.g. screen, printer, file: _____

Location (folders/libraries) where queries are stored: _____

3.3.3.2 List and describe all reports from the modules proposed that are available from the Vendor's solution or from a web application.

Module	Report Title	Description
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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3.3.3.3 Describe the ability of the system to:

Provide electronic copies/archives of reports: _____

Route printed reports to multiple physical locations: _____

Provide ability to query report data from multiple physical locations: _____

3.3.4 Integration

3.3.4.1 The System must be able to function as an integrated whole (see Definitions Section 1.2). For a stand alone solution the Vendor must describe in detail:

Any Third Party Sub-Contracted software. Software must be transparent to the Client: _____

_____ (All third party sub-contracted software maintenance shall be included as part of the Vendor's Maintenance agreement)

Any inabilities of the System to function as an integrated whole: _____

Present/past experience with WEB enabled services and CJXML integration. _____

3.3.5 Interfaces

3.3.5.1 The Vendor must describe the ability to import data to, and export data from, the System, including formats/protocols supported. The Client currently uses New World for their JMS and Securus for Inmate

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Telephones. Indicate and describe any existing interface to these vendors.

Description: _____

New World: _____

Securus: _____

3.3.5.2 Proposed solution must interface with JMS. Other Interfaces are not allowed unless approved in writing by the Client.

Vendor Agreement: Yes No

3.3.5.3 Vendor agrees to make required changes as needed in order to maintain an operational interface with JMS and Inmate Telephone System.

Vendor Agreement: Yes No

3.3.5.4 The Vendor shall agree to warranty all proposed Vendor supplied Interface(s). Please include a brief description of the warranty.

Vendor Agreement: Yes No

Description: _____

3.3.6 Flexibility and Reliability

3.3.6.1 The Client seeks a System, which is highly flexible; capable of adapting to changing business rules over time, expanding to meet the future needs of the Client, and adapting to changes mandated by law. The Vendor shall describe how their system meets these criteria:

Description: _____

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3.3.6.2 The Client seeks to continue using self-service kiosks for most inmate orders and paper forms for special cases. The Vendor shall describe available options for input of commissary orders and any Client related costs:

Description: _____

3.3.6.3 The Client has multiple restriction rules for ordering commissary based on inmate status, living location, sex, dietary restrictions. Inmates with different restrictions may be housed in the same living unit. Vendor shall describe ability to restrict inmate placement of orders based on the Client's restrictions:

3.3.6.4
Description: _____

3.3.6.5 The Vendor must describe options for the delivery process for commissary orders and difference in pricing (Client will consider replacement of Sheriff's Staff with the Vendor's Staff for all functions):

Description: _____

3.3.6.6 The Vendor must describe their ability to utilize housing unit vending machines as a means of commissary delivery or supplemental delivery:

Description: _____

Inventory
Required: _____

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3.3.6.7 The Vendor must describe their ability and process to utilize commissary kiosks as a pay for service Email system. Include security measures incorporated in the system, monitoring capabilities by staff, logging capabilities of email, and virus protection:

Description: _____

Technical Requirements: _____

3.3.7 Client Support

3.3.7.1 The Vendor must describe any available support contract agreements. Include coverage availability for staffed help centers.

Tech Support Description: _____

3.3.7.2 Error Correction: The Vendor must provide a description of error level handling procedures and the established response time necessary for remediation at each level.

	Error Handling Levels	Response Time
Trust And Commissary Orders	_____	_____
	_____	_____
	_____	_____
	_____	_____

3.3.7.3 If the Client's computer equipment is to be utilized then the Vendor shall include the normal duration time necessary to certify their application readiness for a Microsoft Windows Service Pack, should the Vendor elect to use the Clients workstations.

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Microsoft Service Pack Certification Period: _____ Weeks

3.3.7.4 The Vendor must describe the expected frequency of new releases (major or minor) for Trust and Commissary modules, and describe their support services for implementing new releases. Support must include thorough instructions, documentation, and telephone consulting at a minimum.

Module	New Release Frequency	Description
Trust_____	_____	_____
Commissary__	_____	_____

3.3.7.5 The Vendor must provide current (in use at the Client's site) copies of the source code, system data dictionary, and supporting documentation in escrow (Appendix C). This is to be clearly documented in the Vendor's maintenance agreement. In the event that the Vendor ceases operation all materials held in escrow shall be transferred to the Client.

Vendor Agreement: Yes No

3.3.7.6 The Vendor must provide a description and be prepared to provide complete documentation on system backup and Disaster Recovery.

Brief Description: _____

Vendor Agreement: Yes No

3.3.8 *On-line Ease of Use and Navigation*

3.3.8.1 The Vendor must describe and provide electronic media on how the System offers general ease of use in all modules via clarity of user Interface and ease of navigation. This can include screen shots, power point, or similar media. Specifically, the Vendor must describe:

a. The extent to which keyboard strokes are consistent system wide.

Description: _____

b. Ease of movement within a screen among fields, blocks, and pages including changing field tab order and hiding unused fields.

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Description: _____

- c. Ease of movement among screens and modules without requiring the user to re-enter keys, such as Name, Booking Number, etc.

Description: _____

- d. Ability to provide an on-line list of all valid values for each relevant field and the method for adding entries to this list.

Description: _____

- e. Upon selection of a desired value from a list, ability to insert the value into the relevant field

Description: _____

- f. Ability to customize screen sequence for all modules

Description: _____

- g. Option of user-defined data defaults for fields

Description: _____

- h. On-line help including menu, function, and field-sensitive help

Description: _____

- i. Use of external entry methods (bar code reader, scanners)

Description: _____

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3.3.9 *On-line Search*

3.3.9.1 Is Commissary/Trust solution capable of on-line search or browse by any data element or combination of data elements?

Yes No

3.3.10 *Audit and Security*

3.3.10.1 Is the Commissary/Trust solution capable of supporting a single username and password?

Yes No

3.3.10.2 Is the Commissary/Trust solution capable of active directory single sign on?

Yes No

3.3.10.3 Does system allow the user to modify their password?

Yes No

3.3.10.4 Does system provide for automatic password expiration (in a certain number of days)?

Yes No

3.3.10.5 Does system limit password reuse frequency?

Yes No

3.3.10.6 The System must be able to control user access by screen and/or menu item. The Vendor must describe the control method used, and the levels of security (e.g., read, write, delete, etc.) available?

Vendor Agreement: Yes No

If Yes Description: _____

3.3.10.7 The Vendor must describe the available levels of transaction logging for audit and security purposes. The transaction logging must include the date, time, and user identification.

Description: _____

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3.3.11 Documentation

The Vendor must describe the availability (in electronic and/or paper form), content, and the modules including but not limited to each of the following:

- (1) User guide
 - a. Overview of system
 - b. Administrative procedures
 - c. Security procedures
 - d. Source data documents
 - e. Data inputs
 - f. Error correction
 - g. Output description and samples
 - h. On-line help access

Module	Elect/Paper	Content Description
Commissary_	<input type="checkbox"/> / <input type="checkbox"/>	_____
Trust_____	<input type="checkbox"/> / <input type="checkbox"/>	_____

- (2) Operations documentation
 - a. Any batch production processing schedule, job streams, and run sequence
 - b. Operator instructions
 - c. Backup, recovery, data replication, and archiving

Module	Elect/Paper	Content Description
Commissary_	<input type="checkbox"/> / <input type="checkbox"/>	_____
Trust_____	<input type="checkbox"/> / <input type="checkbox"/>	_____

- (3) Installation and maintenance guidelines
 - a. Method of delivery
 - b. Initial installation instructions
 - c. Guidelines to maintain the system

Module	Elect/Paper	Content Description
Commissary_	<input type="checkbox"/> / <input type="checkbox"/>	_____
Trust_____	<input type="checkbox"/> / <input type="checkbox"/>	_____

3.3.12 Miscellaneous

3.3.12.1 The Vendor shall provide an implementation schedule. This should include estimates of time, number, and type of county staff to be assigned in order for the Vendor to develop and implement the proposed solution.

Vendor Agreement: Yes No

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3.4 Data Requirements

3.4.1 Data Replication/Data Retention

3.4.1.1 The Vendor shall describe the Commissary/Trust solution's ability to maintain a history and/or archive file(s) of data; the mechanism to retrieve the data; and the techniques used to determine when data will be archived.

Describe data history / archive: _____

Describe history / archive data retrieval: _____

Describe data archive rules: _____

3.4.1.2 By state statute the Client is required to notify Inmates by US Mail who has dormant funds in the trust account system. Should the inmate fail to retrieve those funds the Client is required to forward said funds to the Illinois Treasurer for safe keeping. The Vendor shall describe how the trust system can be utilized to meet this requirement:

Describe tracking method: _____

Describe ability to prepare required notification: _____

Describe reporting and processing to Treasurer: _____

3.4.1.3 The vendor shall include a list of data elements stored for inmates in the appropriate data bases. The Client requires just a plain description of each element (Example: Inmate Last Name, Item Ordered). This list may be provided as an attachment:

Describe _____

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Data Elements: _____

3.5 Other Requested Information

3.5.1 Current Vendor Installation Sites

3.5.1.1 As part of the detailed package evaluation, the Client will be contacting references supplied by the Vendor. Please list (include client profiles and contact information) clients utilizing the proposed Commissary/Trust solution. (Illinois clients and or clients with jails of comparable size).

- ◇ County/City & State
- ◇ Contact Person
- ◇ Address
- ◇ Telephone Number
- ◇ Modules used at the location
- ◇ The actual implementation date or proposed implementation date for each module

County / City & ST	Contact	Address	Phone #	Modules	Start Date
_____	_____	_____	() _____	Commissary	_____
				Trust	_____
_____	_____	_____	() _____	Commissary	_____
				Trust	_____
_____	_____	_____	() _____	Commissary	_____
				Trust	_____

3.5.2 Hardware Recommendations and Requirements

3.5.2.1 If solution is to use any Client workstations or require space in the Client's server room the Vendor shall identify required workstation configurations and server room space requirements. Written requirements shall be included with this proposal.

Included on Worksheet: Yes No

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3.6 Anticipated Calendar

The Vendor shall acknowledge their understanding of the following dates. Failure to meet said dates shall cause Vendor's proposal to be disqualified.

3.6.1 Vendor Questions Closed Date

09/30/2014 Vendor Questions Closed at Noon local time. The Client modifications to the RFP shall be finalized and distributed in writing to the Vendor immediately following this date.

Vendor Agreement: Yes No

3.6.2 RFP Response Due Date

10/9/2014 Responses to the RFP are to be physically delivered on or before 2:00 P.M. (CST) to the designated Single Point of Contact in Joliet, Illinois.

Vendor Agreement: Yes No

3.7 Training and End-User Support

The Vendor must state the name and address of the organization responsible for all the Vendor's training and instruction offered in this proposal. The Vendor must state this same information for any other manufacturer or vendor who has provided any item of software, maintenance, or other service specifically identified in the proposal submitted by the Vendor.

Training Organization	Training Course
_____	_____
_____	_____
_____	_____
_____	_____

3.7.3 Configuration and Implementation Training

The Vendor shall provide a detailed description of training approach for the proposed Commissary/Trust solution. The description shall include, target staff, duration, method of delivery, time frame prior to 'go live' date, and maximum class size.

	Target Staff	Duration	Location	Prior to Live	Maximum Size
Commissary					
Trust					

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3.7.3.1 System Administrator troubleshooting, system outage recovery, system maintenance, and security training must be provided. List all System Administrator specific training:

	Duration	Location	Pre-requisite	Expectations	Cost
Commissary					
Trust					

3.8 Conversion and Implementation Assistance

3.8.1 Conversion (see Definitions Section 1.2)

3.8.1.1 The Vendor must describe their recommended strategy and experience for converting data from current vendor's existing system to the proposed solution.

Description: _____

3.8.1.2 The Vendor must describe services, with related costs (to be included in the Conversion Worksheet), in the Conversion design (to include data mapping and Conversion strategy). The costs must be included as a separate cost element with each module proposed. The cost estimates must include all travel and lodging expenses.

Service Description: _____

Conversion Costs Included in Worksheet: Yes No

3.8.1.3 The current vendor's system lacks some data elements required for reporting dormant accounts such as inmate address on most inmates and release date for all inmates. Vendor must include description and requirements to populate their data base with this data.

Description _____

3.8.1.4 The Vendor shall include all travel and lodging costs to support their implementation services. If not included in Worksheet, Client shall have no obligation with regards to said costs.

Implementation Travel & Lodging Costs Included in Worksheet: Yes No

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3.8.1.5 The Vendor shall provide an estimate for an onsite systems specialist to supplement the Client technical and training staff during the implementation and ramp-up process. If not included in Worksheet, Client shall have no obligation with regard to said costs

Supplemental Staffing (Vendor Staffing Support) in Worksheet: Yes No

3.9 *Miscellaneous*

The Vendor must provide the following information for their company for each item in this section.

3.9.1 *Vendor Profile*

3.9.1.1 Provide a concise description of your company. Include information concerning general organization, staffing and experience of the company in providing Commissary/Trust services and/or software for county jail systems.

General Organization Description: _____

Staffing and Experience: _____

3.9.1.2 Describe the legal entity structure of your company (e.g. corporation, partnership, sole proprietorship), publicly or privately held, list the year it was formed, and if incorporated, list in what state and country the incorporation was filed.

Company Legal Structure: _____

Publicly Held Privately Held

Company Formed: _____ Year _____
Incorporated in: Country _____ State _____

3.9.1.3 Provide the Name and address of the Vendor's Accounting Firm.

Accounting Firm: _____

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3.9.1.4 Explain strategic partnerships your company currently participates in that will enhance your company's ability to meet or exceed the requirements specified in this RFP.

Strategic Partnerships: _____

3.9.1.5 List the number and percentage of permanent employees in user support, management, and order processing assigned to Commissary/Trust product.

	# of Company Employees	Percentage
User Support		
Product Management		
Order Processing		

3.9.1.6 List the percentage of employment change (growth or reduction) in the Commissary/Trust division for each year beginning with 2010 to current.

Year	Commissary/Trust Division Employment% Growth (+) or Reduction (-)
2010	
2011	
2012	
2013	
Projected 2014	

3.9.1.7 List the percentage of Vendor's gross revenues generated in relationship with the Commissary/Trust systems for each year beginning with 2010 to current.

Year	Company Gross Revenue	Commissary/Trust % of Gross Revenues
2010		
2011		
2012		
2013		
Projected 2014		

3.9.1.8 Vendor shall be prepared to submit a copy of their annual balance sheet for each year beginning with 2010 to current.

Vendor Agreement: Yes No

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3.9.1.9 List the number of years the Vendor has been in business and the number of years the Vendor has been providing the proposed solution.

Total Years in Business: _____ Years

Total Years in Jail Commissary Delivery: _____ Years

3.9.1.10 Terminations, Litigation and Debarment

3.9.1.10.1 Beginning with 2009 to current, has the Vendor had a Commissary/Trust contract for services terminated for any reason? If so, provide full details related to the termination.

Contract Termination: Yes No

Details: _____

3.9.1.10.2 Beginning with 2009 to current, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Vendor. Such disclosures shall also include judgments against Vendor in a court of law or other involuntary payment.

Description of damages: _____

Reason for Penalty: _____

Amount of damages: \$ _____

3.9.1.10.3 Beginning with 2009 to current, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice, or activity.

Description: _____

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3.9.1.10.4 Beginning with 2009 to current, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. List the year legal action began, the case number, the venue and the Client's name. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in disqualification of the Vendor's RFP response or termination of any subsequent contract. This is a continuing discloser requirement. Any such matter commencing after submission of a proposal, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Client.

Pending litigation, etc? _____

Year	Case Number	Venue	Client Name	Disposition

Felony convictions? _____

3.9.1.10.5 Beginning with 2009 to current, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities.

Irregularities? Yes No

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Description: _____

3.9.2 Vendor Commitment

3.9.2.1 Explain your company's long-term development plans, which will ensure that your system will remain viable in the market.

Long Term Development Plans: _____

3.9.2.2 Explain your proposed fiscal arrangement and structure proposed under the Commissary portion of the Vendor's proposed solution.

Client/Vendor Fiscal Arrangement: _____

3.9.3 Implementation Timetable

3.9.3.1 The Vendor shall outline a high-level implementation plan identifying those modules that must be implemented concurrently and/or those with dependencies. Include in the plan, appropriate windows between the proposed components.

High-Level Implementation Plan: _____

3.9.3.1.1 Provide a description of any software (modules) and hardware components offered that may or are incorporated into the Vendor's product line that may benefit the Client. This may include ATM style machines, ordering kiosks, telephone ordering systems.

Integrated Module/Hardware	Functional, description, and type of integration.

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4. Vendor Pre-Proposal Conference

A pre-proposal conference **will not be required**.

Vendors are encouraged to submit any questions in writing to the Client's designated contact listed below, at least seven (7) days prior to due date of bid. Additional questions received after that date will not be accepted.

Responses to submitted questions will be provided in written addendum at least five (5) days prior to due date of bid and posted on Purchasing link at

www.willcountyillinois.com and Onvia by Demand Star at www.demandstar.com.

Commissary/Trust Contact:

Rita Weiss, Purchasing Director

rweiss@willcountyillinois.com

Any changes to the RFP resulting from questions submitted to Rita Weiss, Purchasing Director, shall be provided in a written addendum and posted on Purchasing link at www.willcountyillinois.com and Onvia by Demand Star at www.demandstar.com.

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5. Rules of Preparation & Submission

The Vendor shall define the capabilities of its organization to implement, maintain, and support a Commissary/Trust operation. Vendors are expected to examine the entire RFP including all specifications, provisions and instructions. **Failure to do so shall be at the Vendor's risk and not the responsibility of the Client.**

5.1 RFP Response

In order to be considered for selection, Vendors shall deliver a complete response to this RFP to the Client's Single Point of Contact **on or before 2:00 P.M. (CST) on October 9, 2014**. The Vendor must provide the following:

- ◇ One (1) original and two (2) printed copies of:
 - Will County Proposal Form,
 - Vendor Request for Proposal response,
 - Vendor Signature Sheet,
 - Vendor's Pricing Sheets,
 - Vendor's 2013 annual balance sheet, and
 - Vendor's Implementation Plan.
- ◇ Two (2) Compact Disks or Flashdrives "Vendor's Electronic Response" containing:
 - Vendor's response to Request for Proposal,
 - Completed Vendor's Pricing workbook, and
 - Vendor's Implementation Plan.

The RFP Response must be in a sealed package, clearly labeled in black lettering:

SEALED RFP RESPONSE – NOT TO BE OPENED

RFP # 2015-30

PROJECT DESCRIPTION: *Commissary and Trust Fund System*

RFP OPENING DATE: **October 9, 2014**

VENDOR'S NAME:

The Vendor shall make no other distribution of the proposal to the Client and the Client will not accept fax or electronic (email) responses.

The Vendor shall not alter or modify the original RFP but may expand on the entry fields of the electronic Vendor Response forms.

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5.2 Clarification of Terms

If any prospective Vendor has questions about the specifications or other solicitation documents, the prospective Vendor must email Rita Weiss, Purchasing Director, rweiss@willcountyillinois.com. Questions can be submitted anytime before noon September 30, 2014.

Any revisions to the solicitation shall be made only by addendum issued in writing by the Client. The Client modifications to the RFP resulting from Vendor questions shall be finalized and distributed in writing to the Vendors.

Single Point of Contact

All notices required to be given under this RFP shall be in written format and delivered via certified US Mail or other common carrier utilizing delivery verification services to the Single Point of Contact.

Following is the Client's Single Point of Contact:

Rita Weiss, Purchasing Director
Will County Office Building
302 N Chicago Street
Joliet, IL. 60432
Email: rweiss@willcountyillinois.com

5.3 Proposal Preparation

An authorized representative of the Vendor must sign the Request for Proposal Signature Page (Appendix B). The Client may reject proposals, which are incomplete or lack key information. The Vendor shall not alter or modify this Request for Proposal except as noted herein.

5.3.4 Firm Qualifications

The successful Vendor must be prepared to provide a written narrative to include experience in providing the goods/services described herein; approach to providing service, names, qualifications and experience of personnel to be assigned to the project, resumes of staff to be assigned to the project, and personnel information necessary for a criminal background check.

Vendor Agreement: Yes No

6. Evaluation Process

Below is a brief description of some of the steps that the Client anticipates completing in evaluating each response to the RFP.

6.1 **Review "Mandatory Requirements"**

The purpose is to verify that the Vendor is capable of meeting the Client's needs. The mandatory requirements are those functions and activities identified by the Client as the core critical needs to the project's success. Proposals that do not meet these requirements in whole will not be considered.

6.2 **Review "Desirable Requirements"**

The purpose is to evaluate the Vendor's capability in developing an enhanced system as perceived by the Client. The desirable requirements are those functions and activities identified by the Client as the non-critical components to operation. Limited variation to these requirements will be considered.

6.3 **Check Vendor References**

Contact other public county jail/correctional facilities that have implemented the Vendor's proposed solution.

6.4 **Identify Preferred Commissary/Trust**

Based on the evaluation criteria (Section 7), a final short-list of Vendors shall be selected for interviews, demonstrations, and possible client site visits. This will provide an opportunity for the short-list Vendors to respond to Client questions and/or concerns that may have surfaced during the evaluation process. Client legal and purchasing personnel reviews of the software licenses and associated service contracts may be performed during this step.

6.5 **Perform Detailed Process Comparison**

Evaluate each required function. Use any key supporting documentation. The evaluation team may assess the following but not limited to:

- ◆ Match between the Commissary/Trust and the defined requirements.
- ◆ The content of the response submitted by a Vendor is subject to verification. Misleading or inaccurate responses will result in disqualification.
- ◆ Cost and impact of changing business practices to fit the proposed solution.
- ◆ Business data not supported and the associated impact.
- ◆ Acceptability of the human-machine interface and overall style of dialog and screens.

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6.6 Vendor Demonstration

A hands-on “live” demonstration (with pre-populated meaningful data) shall be required of Vendors on the short list. The purpose of the demonstration is to allow the Client personnel to observe the operation of the System, to raise questions and interact with the proposed environment and software, and to confirm and score the functional and technical capabilities of the proposed solution. The Client shall determine a time and place at the Client’s facilities.

Vendors may also conduct hands-on “live” demonstration at active client sites rather than Client site demonstration. If such demonstrations are offered the Vendor shall incur reasonable costs associated for transportation, and incidental costs for up to three Will County evaluation team members.

6.7 Vendor Client On-site Visits

The Client’s evaluation team shall maintain the option to conduct a minimum of one on-site active client visit for each Vendor. The selection of active clients shall be at the sole discretion of the Will County Sheriff’s Department. Were the Vendor chooses to conduct a hands-on “live” demonstration at an active client site; said site demonstration may be considered by the evaluation team to satisfy an on-site visit.

7. Evaluation Criteria

The Client shall be conducting multiple review steps;

7.1 Determine Vendor Short List

- Confirm Vendor has met requirements
- Initial Score the Vendor Requirements
- Review Vendor Pricing Options
- Conduct initial Vendor financial review
- Review Vendor RFP Response

7.2 Select primary Vendor

- In-depth review of Vendor's RFP Response
- Review Vendor submitted Documentation
- Review Vendor's Technical & Security Design
- Review Vendor's Conversion Description
- Review Vendor's Company stability
- Review of Active Vendor Sites
- Vendor Demonstrations to confirm functional capabilities
- Conduct Verification of Response
- Site Visits (if applicable)
- In-depth Score of Vendor Requirements
- Final Review/Analysis of Vendor Costs

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8. Pre-selection & Award

The Vendor deemed to be fully qualified and best suited among those submitting proposals will be selected on the basis of an internally developed criterion using evaluation factors documented in Section 7. Contract negotiations shall be conducted with the Vendor so selected. The award document shall be a contract incorporating by reference all the requirements, pricing, terms and conditions and all other attachments of the solicitation and the Vendor's proposal response. The Client may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a reason.

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9. Terms and Conditions

The terms and conditions under which the Proposal shall be made are detailed within this section. The Client views this RFP as the framework to be used by the Vendor in preparing and submitting the proposal.

It is important for the Vendor to become familiar with the paragraph items within this section, as they shall prevail in the event of any discrepancies or differences between project-related or contractual documents.

9.1 Basis for Proposal

Only information supplied by the Client through the RFP's Single Point of Contact shall be used in the preparation of the Vendor Proposals.

Only replies by formal addenda shall be binding. Oral and other interpretations or clarifications shall not be binding. Vendors must acknowledge all addenda by signing and including such documents in the Proposal.

Vendor Agrees: Yes No

9.2 Vendor Terms and Conditions

Additional Vendor terms and conditions may be negotiated prior to final contract award.

Vendor Agrees: Yes No

9.3 Disclosure of Proposal Contents

Proposals shall be opened in a manner that avoids disclosure of the proposal content. Vendors are advised that the confidentiality of their proposal shall be protected by the Client to the extent permitted by law.

Vendor Agrees: Yes No

9.4 Late Proposals

Vendor proposals must be submitted in sufficient time so as to be received at the specified location on or before the published proposal deadline due date and time specified. **ANY VENDOR PROPOSAL RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL BE DISQUALIFIED.**

Vendor Agrees: Yes No

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9.5 *Signing of Proposal*

The signing and submission of the RFP Signature Page (See Appendix B) shall indicate commitment by the Vendor to adhere to the provisions described in this RFP and all subsequent addenda. Signing the Vendor's proposal indicates the Vendor's complete understanding, accuracy, and agreement of their response. **A VENDOR PROPOSAL SUBMITTED WITHOUT AN AUTHORIZED SIGNATURE PAGE AND ADDENDA ACKNOWLEDGEMENT PAGE(S) SHALL BE DISQUALIFIED.** The Vendor's proposal and any and all addenda shall be considered part of the final contract.

Vendor Agrees: Yes No

9.6 *Cost of Proposal*

This RFP does not commit the Client to pay any costs incurred by any Vendor in preparation and/or submission of a Proposal or for procuring or contracting for the items to be furnished under the RFP. All costs directly or indirectly related to responding to this RFP (including all costs incurred in supplementary documentation, meetings and demonstrations) shall be borne by the Vendor.

Each Vendor shall be responsible for all costs incurred in preparing, responding to, or negotiating this RFP. The Vendor agrees to bear all risks for loss, injury, or destruction of goods and materials (ordered or supplied as the result of the eventual contract) that might occur prior to delivery of the final product to the Client. Such loss, injury, or destruction shall not release the Vendor from any obligations under this RFP or any resulting contract.

Vendor Agrees: Yes No

9.7 *Indemnification*

The Vendor shall indemnify and save harmless the Client against any and all damage to property or injuries to or death of any person or persons, and shall defend, indemnify and save harmless the Client from any and all claims, demands, suits, actions or proceedings of any kind or nature of or by anyone resulting from or arising out of the operations of the Vendor in connection with this RFP. In defending against any such claims, demands, suits, actions or other proceedings, Vendor shall bear all cost associated with representation. This shall not limit Client's right to select counsel of their own choosing.

The Vendor agrees to waive and release all claims based upon any theory of legal liability it may have against the Client or its employees, agents or volunteers and hereby releases and discharges the Client, its officers, agents, employees and volunteers, and each of them from any and all liability that may occur as a result of this RFP.

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Vendor Agrees: Yes No

9.8 *Conflict of Interest, Non-Collusion and Anti-Lobbying*

The Vendor, its officers, employees, and agents shall not attempt to lobby or influence a vote or recommendation related to the Vendor's proposal response, directly or indirectly, through any contact with the Client's Executives, Council, Board members, or employees between the proposed submission date and award of contract by the Client. There shall not be collusion or conflict of interest between any of the parties.

The Vendor shall report to the Will County State's Attorney any suspected collusion or other anti-competitive practice among any of the Vendors or their officers, employees, or agents.

The Vendor shall disclose, and agrees that it is under a continuing obligation to disclose to the Client, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the contract.

The Vendor shall establish safeguards to prohibit officers, directors, agents, employees and family members from using positions of employment for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties.

Vendor Agrees: Yes No

9.9 *Ownership of Proposals*

All documents (printed and electronic) submitted in response to this RFP shall become the property of the Client and will not be returned to the Vendor. Vendor shall retain no ownership rights after submission.

Vendor Agrees: Yes No

9.10 *Background Check*

The Client may conduct criminal and driver history background checks of Vendor's officers, employees and agents who would directly supervise or physically perform the contract requirements at the Client's facilities. Any officer, employee or agent deemed unsuitable by the Client must be replaced immediately. Vendor shall provide the needed information for such background checks upon request and in a prompt and timely manner.

Vendor Agrees: Yes No

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9.11 Disqualification or Rejection of Proposals

In addition to other disqualification listed herein or as permitted by law within the State of Illinois, the Vendor may be disqualified for, but not limited to, any of the following reasons:

- There is reason to believe that collusion exists among the Vendors, their officers, employees, or agents;
- The Vendor is in arrears on an existing Client's contract or has defaulted on a previous Client contract;
- The Vendor lacks financial stability;
- The Vendor has failed to perform under previous or present Client contracts;
- The Vendor has failed to adhere to one or more of the provisions established in this RFP;
- The Vendor has failed to submit its Proposal in the format specified herein;
- The Vendor has failed to submit its Proposal on or before the deadline established herein; or
- The Vendor has failed to adhere to generally accepted ethical and professional principles during the Proposal process.

Vendor Agrees: Yes No

9.12 Right to Waive Non-Material Irregularities

Proposals shall be considered as being "irregular" if they show any omissions, alterations of form, additions, or conditions not specified, or discrepancies of any kind.

The Client reserves the right to waive or permit cure of non-material irregularities in the proposal if it is in the Client's best interest to do so. "Non-material irregularities" include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect material change in the RFP. In the event the Client waives or permits cure of nonmaterial irregularities, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the Client.

Vendor Agrees: Yes No

9.13 Withdrawal of Proposals

Proposals may be withdrawn by written notice received by the Client's Single Point of Contact prior to the exact hour and date specified for receipt of Proposals. A Proposal also may be withdrawn in person by a Vendor or his

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authorized representative, provided his identity is made known and he signs a receipt for the Proposal, but only if the withdrawal is made prior to the exact hour and date set for receipt of Proposals.

Vendor Agrees: Yes No

9.14 Amending of Proposals

Any Vendor may submit an amended proposal prior to the deadline for receipt of proposals. Such amended proposals must be complete replacements of a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Client will not merge, collate, or assemble proposal materials.

Vendor Agrees: Yes No

9.15 Proposal Offer Firm

Responses to this RFP, including cost, shall be considered firm from exact hour and date specified for receipt of proposals until March 1, 2015.

Vendor Agrees: Yes No

9.16 Consideration of Proposals

Discussions may be conducted with responsible Vendors for the purpose of clarification to assure full understanding of the Vendors proposal. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Vendors.

Until award of the contract is made by the Client, the right shall be reserved to reject any or all proposals and waive technicalities, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the Client.

Vendor Agrees: Yes No

9.17 Termination

The Client reserves the right to cancel this RFP at any time. The Client reserves the right to reject any or all proposals submitted in response to this RFP.

Vendor Agrees: Yes No

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9.18 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois and Will County. This contract must also adhere to the Will County purchasing codes respectively. Any disputes shall be adjudicated in the 12th Judicial Circuit of Illinois.

Vendor Agrees: Yes No

9.19 Non-Discrimination Policy

The Client, the Vendor, and its sub-contactors shall comply with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, and shall not unlawfully discriminate in employment, contracts, or any other activity.

Vendor Agrees: Yes No

9.20 No Obligation

This procurement in no manner obligates the Client to the current or eventual rental, lease, or purchase of any hardware, software or services offered until authorized by the Client's Boards and Commissions and confirmed by an executed written contract.

Vendor Agrees: Yes No

9.21 Award of Contract

The Client reserves the right to withhold final action on the Proposal until no sooner than November 20, 2014 and in no event shall an award be made until further investigations have been made as to the responsibility of the proposed Vendor.

The award of the contract, if an award is made, shall be to the most responsible and responsive Vendor whose proposal meets the requirements and criteria set forth in the RFP. The Client reserves the right to abandon, without obligation to the Vendor, any part of the project, or the entire project, at any time before the Vendor begins any work as authorized by the Client's Boards and Commissions and confirmed by an executed written contract.

Vendor Agrees: Yes No

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9.22 Contract Negotiations

The Vendor must be prepared for the Client to accept the offer as submitted. However, the Client may require contract negotiations if desirable and as permitted by law. If negotiations do not result in an acceptable agreement, the Client may reject the Vendor's offer or revoke the award, and may begin negotiations with another Vendor. Final contract terms must be approved or signed by the appropriately authorized Client official(s). The Project's Single Point of Contact is not so authorized.

Vendor Agrees: Yes No

9.23 Insurance

The Vendor shall maintain the following commercial insurance policies for the period of time and limits specified:

- **Comprehensive General Liability Insurance.** A combined bodily injury and property damage occurrence limit of not less than \$1,000,000 per person and \$2,000,000 per occurrence. The policy shall contain blanket contractual liability, products, and completed operations coverage, and independent Vendor's coverage.
- **Comprehensive Automobile Liability Insurance.** The policy shall be maintained for the duration of this Agreement and shall, at a minimum consist of \$1,000,000 per person and \$2,000,000 per occurrence for Bodily Injury and Property Damage.
- **Statutory Workers' Compensation and Employers' Liability (EL) Insurance Statutory.**

The Vendor, and any subcontractors, shall purchase and maintain such insurance as will protect themselves and the Client against all claims arising from the operation of the work or the execution of this contract. The Client, its officers, agents and employees shall be named as additional insured parties on all insurance policies required by the specifications to be purchased by the Vendor or subcontractor. The Client shall have no responsibility to acquire or maintain any insurance for the benefit of Vendor or its employees.

Certificates of Insurance shall be placed on file with the Will County Administrator upon award of contract.

Vendor Agrees: Yes No

9.24 Scope of Insurance and Special Hazard

The insurance required under the preceding paragraphs shall provide adequate protection for the Vendor and subcontractors, respectively, against damage claims

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that may arise from operations under this contract, whether such operations by the insured or by anyone directly or indirectly employed by the Vendor.

Vendor Agrees: Yes No

9.25 Certificate of Non-Delinquency and Non-Conviction

In order to be eligible for award of this contract, the Vendor must execute and return the Certificate and Vendor's Signature Sheet (Next Page), pertaining to the following:

(a) Certification of Non-Conviction – Pursuant to Section 33E-11 of the Illinois Criminal Code, every bid submitted to the County or City must contain a certification that the bidder is not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 or 33E-4 of the Criminal Code. Any Vendor, who makes a false statement material to this Certification, commits a Class 3 Felony.

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Certification of Non-Delinquency and Non-Conviction

1. The undersigned bidder hereby certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-3 or 33E-4 of the Illinois Criminal Code.

2. The undersigned bidder hereby certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the undersigned bidder has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that agreement, the bidder shall so state on the following lines:

(Date)

(Name of business submitting this proposal)

BY: _____
(Typed or printed name of person signing this proposal)

(Signature of authorized representative)

TITLE: _____
(Title or capacity of person signing)

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9.26 Licensed Software

The Vendor represents and warrants that it is the sole owner of each software Product or, if not the owner, has received all proper authorizations from the owner to license each software product, and has the full right and power to grant the rights contained in this Agreement. Vendor further represents and warrants that neither the software product nor its use shall violate or infringe any patent, copyright, trade secret or other property right of any other person. Violation of this warranty shall cause the Vendor to pay, on behalf of the Client, any and all legal fees, including fines and penalties, regarding this unauthorized use. Furthermore, in the event that such violation causes Client to be unable to use this service, Client shall not be obligated to pay vendor.

Vendor Agrees: Yes No

9.27 Term of License

All licenses granted under this Agreement are purchased on a perpetual, irrevocable, non-transferable, and non-assignable license basis and shall commence upon the delivery of the software product to the Client. Notwithstanding the foregoing, the Client may terminate the license at anytime. The Client shall be granted a perpetual, irrevocable, nontransferable, non-assignable license to use the Licensed Software for Client's in-house use. Client shall not have the right to sublicense the Licensed Software in any manner. The License shall be perpetual and in no event shall Owner's remedies for any breach of this Agreement include the right to terminate any license or support services.

Vendor Agrees: Yes No

9.28 Software Upgrades

The Client shall be entitled to receive all upgraded versions of the software product that the Vendor may make available in the future at no additional cost while the Client has continued its maintenance and support contract with the Vendor. In the event that such contract is discontinued, the additional charge (if any) to the Client for these software product upgrades shall not exceed the difference between the price of the software version the Client has implemented at the time such contract was discontinued, and the lowest price at which the Vendor has sold the upgraded version. The Client shall be entitled to a minimum period of time to conduct user acceptance testing in a non-production environment for all upgraded versions of the software product. The minimum "testing" period shall be not less than thirty days. The maximum "testing" period shall be mutually agreed upon by both parties prior to final contract agreement.

Vendor Agrees: Yes No

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9.29 Client's Rights to Computer Software

The Client shall have:

- An unlimited royalty-free (**Site**) license to use the software products.
- Use of such software Products with a backup system if the system for which it was acquired is for any reason, inoperative.
- The right to use such software Products at any Client installation to which the machine(s) may be transferred.
- The right to copy such software for safekeeping or backup purposes.
- The right to modify such software Product or combine it with other programs or material at the Client's risk.
- The right to reproduce any and all physical documentation supplied under the terms of this Agreement, provided, however, that such reproduction shall be for the sole use of the Client.

Vendor Agrees: Yes No

9.30 Maintenance and Software Support

The Vendor must provide a schedule of the proposed maintenance contracts and describe the terms of those contracts. Terms shall include and be limited to covered software components, interfaces, and scheduled enhancements.

The Vendor must provide a schedule of the proposed software support and the terms of the support.

The Vendor shall provide support seven (7) days per week, three hundred sixty-five (365) days per year on-call support coverage.

When requested by the Client, the Vendor shall always be responsive to maintenance requirements of the Client. Maintenance service shall include, but not necessarily be limited to the following:

- Detection and correction of errors
- Updating of all software products to operate with all updated or revised versions of the operating systems for which the software Product is licensed
- Provision of enhancements to the software as they are generally made available
- Documentation of all software modifications and enhancements

The proposed maintenance charges as listed on the Vendor Pricing Sheet shall include all incidental maintenance costs including but not limited to travel, labor, and documentation. If the Vendor elects to charge for incidental maintenance then the Client shall have the option of purchasing after the initial five year

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maintenance agreement, additional one (1) or more yearly periods of maintenance and support. The maximum price for such additional maintenance and support after the initial five year maintenance agreement shall be the most favorable price for a comparable service charged to any other customer. Maintenance rate increases shall become effective only on the anniversary date of the designated term.

Vendor Agrees: Yes No

9.31 Source Code

If Vendor ceases to maintain experienced staff and resources necessary to provide required customer support in the ordinary course of business, or otherwise ceases to provide required maintenance services in the ordinary course of business, the Client shall be entitled to have, use and duplicate, for its own internal maintenance purposes, a copy of the source code, access to the operating system, and associated documentation for the affected software product. Until such time as a complete copy of such materials is provided to the Client, the Client shall have the exclusive right to possess all physical embodiments of such materials now existing or hereafter created by the Vendor or its successor in interest. The Client's rights under this section shall survive the expiration or termination of this proposal for a period of 20 years. The entire lease and royalty fee necessary to support the rights granted to the Client in this section is included in the initial license fee payable with respect to the software product.

Vendor Agrees: Yes No

9.32 Contract Documents

This RFP addenda, and other electronic and physical documents that are made a part hereof, together with the successful Vendor's final quotation and RFP Response as specified in Section 5.1, and the Client's written acceptance thereof, including the final agreement of the parties, shall comprise the Contract Documents. The Contract Documents shall constitute the entire agreement of the parties.

Vendor Agrees: Yes No

9.33 Assignment

The successful Vendor shall not assign this contract without the prior written consent of the Client.

Vendor Agrees: Yes No

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9.34 Non-Disclosure Agreement

Those Vendors who qualify for the Vendor Short List from Section 7 must include the following Client language in their Non-Disclosure Agreement:

“The Receiving Parties, defined herein as the Client, are units of local government, operating under the laws of the State of Illinois and as such are subject to the rules and obligations contained within the Freedom of Information Act (“IFOIA”) (5 ILCS 140). Disclosure by Receiving Parties of Confidential Information or Confidential Materials as required by operation of the Illinois law including but not limited to court order, shall not be considered a violation of any provision contained herein.

The parties' respective obligations under this Agreement with respect to Confidential Information and Confidential Materials that are disclosed during the Term will survive any termination of this Agreement.

This Agreement will be interpreted and enforced in accordance with the laws of the State of Illinois, including the Illinois Trade Secrets Act, without regard to its rules relating to choice of law. Each party hereby consents to the jurisdiction and venue of any state or federal court located in Will County, Illinois, with regard to any legal action relating to this Agreement and to service of process in any such action by US Mail.

This Agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes any and all prior discussions, understandings, and agreements between the parties. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of each party.

Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, five (5) days after deposit in the mail, or receipt by sender of confirmation of electronic transmission. Notices shall be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.”

Vendor Agrees: Yes No

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10. Pricing

10.1 General

- The Vendor shall submit pricing information related to all areas of their proposal.
- The Vendor shall submit pricing information based upon the scenarios and agencies estimates provided in the Licensing Section 10.3:
- The Vendor must provide pricing information on the electronic Vendor's Pricing Sheets utilizing the instructions provided in Section 10.4, "Pricing Instructions."
- The Vendor must agree to provide upgrades or application repairs (this will include operating system upgrades) during the term of the maintenance and support contract at no additional cost to the Client.
- The Vendor must describe payment plan with regard to commissary processing and delivery.
- The Client reserves the right for line-item rejection of any item included in the module price. In this event, the Vendor will be allowed to modify the module price.

Vendor Agrees: Yes No

10.2 Taxes

The County of Will is exempt from federal, state and local taxes.

10.3 Licensing

The Client requires a Site license for the Vendor's products. However, since these products may require 3rd Party Support utility software the Client fully recognizes the need to determine licenses.

The Client cannot identify the precise number of licenses since each Vendor may have unique methods of calculating these. The Client is providing the average number of concurrent users and the maximum number of current users.

The Vendor should reference Section 3.3 System Volumes for additional specifications on number of computers, transaction volumes, etc.

10.3.1 Average Concurrent Users and Maximum Concurrent Users:

- The Will County Sheriff's Office operates 24 hours per day 7 days per week.
- The WCADF operates 24 hours per day 7 days per week.

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Average Concurrent Users

4 Sheriff's Office
10 WCADF (Current Facility)

Maximum Concurrent Users

15 Sheriff's Office
30 WCADF (Current Facility)

Assumptions:

- Any user must be able to access any module, if so authorized, at any time.
- System utilization and transaction volume will increase in relation to the jail population.
- Average daily jail population has shown to peak during select months and time periods.

10.4 Pricing Instructions

The Vendor shall prepare the Vendor's Pricing Sheet related to Client costs.

Please note: The Vendor is reminded to use caution to enter all data especially when entering quantity and price, or rate and hours fields. The Vendor shall not alter or modify the electronic form except as noted in the Vendor Pricing Sheet Instructions.

Following is a brief synopsis of the contents of Pricing Sheet workbooks:

Summary – This sheet represents a summary level cost of all subsequent sheets, but does not include information from the proposed payment plan.

Software – This sheet represents the line item Client costs for all software in the Vendor's JMS. The year-by-year maintenance costs will appear on the adjacent columns for each of the software costs when applicable. Included on this sheet are the individual Vendor software module costs, the Vendor planned software development costs to support the Client's requirements scored as a "5", and the Vendor's 3rd party support software.

Training – This sheet represents the line item Client costs for all training to support the Vendor's proposed JMS. Included on this sheet are the individual Vendor software module training costs and 3rd party support software training costs.

Conversion – This sheet represents the line item Client costs for the Vendor's proposed Conversion activities. Included on this sheet are the Vendor's Conversion costs for each data Conversion and the estimated Client staff time associated with the Vendor's Conversion activities.

Implementation Assistance – This sheet represents the line item Client costs for the Vendor's proposed implementation assistance activities. Included on this sheet are the implementation assistance costs and estimated Client staff time associated with the Vendor's implementation activities.

Hardware-Network-OS – This sheet represents the line item Client costs for the Vendor's proposed hardware, network configuration, and associated operating software. Included on this sheet are sections to provide the Vendor's recommended configuration, the Vendor's optimal

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configuration, and the Vendor's minimum configuration for implementation. The Vendor's proposed Hardware-Network-OS configuration and equipment shall be guaranteed/certified by the Vendor to support the proposed solution. Vendors must be aware that hardware recommendations and costs do not limit the Client to purchase of such items from the Vendor.

Miscellaneous OTO – This sheet represents line item Client costs for all Vendor miscellaneous one time only costs.

On-Going Miscellaneous – This sheet represents line item Client costs for on-going Vendor miscellaneous costs.

Vendor Staffing Support – This sheet represents the line item Client costs for Vendor staffing support/supplementation.

Vendor Agrees: Yes No

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APPENDIX A – Current Items

Will County - General Population Menu

Revised 7/7/2014

#	Description	Size	\$	#	Description	Size	\$
SOUP				NUTS			
6046	CHICKEN RAMEN NOODLES	EACH	\$0.95	6205	CASHEWS	2.5 OZ	\$1.85
6053	CAJUN SHRIMP RAMEN NOODLES	EACH	\$0.95	6212	SPICY CAJUN MIX	3.5 OZ	\$1.50
6018	TEXAS BEEF RAMEN NOODLES	EACH	\$0.95	6213	EZ DIGBY'S HEALTH MIX (W/ PEANUTS)	3.25 OZ	\$1.60
6026	CHILI RAMEN NOODLES	EACH	\$0.95	6217	EZ DIGBY'S TROPICAL BLEND	4 OZ	\$1.60
6013	CAJUN CHICKEN RAMEN NOODLES	EACH	\$0.95	6606	SALTED PEANUTS	1.75 OZ	\$0.75
6052	HOT & SPICY VEGETABLE RAMEN NOODLES	EACH	\$0.95	6607	HOT HOT HOT PEANUTS	1.75 OZ	\$0.75
DRINK MIXES				MEAT SNACKS			
2000	KEEFE COFFEE SINGLE	SS	\$0.40	6195	BC PREMIUM CHICKEN BREAST	4.5 OZ	\$4.35
2005	TASTER'S CHOICE COFFEE SINGLE	SS	\$0.45	6300	O'BRIEN'S HICKORY TWIN BEEF STICK	1.125 OZ	\$1.55
2006	TASTER'S CHOICE DECAF COFFEE SINGLE	SS	\$0.45	3581	LIL CHUB HIGH HEAT	1.625 OZ	\$1.35
2014	FRENCH VANILLA CAPPUCINO SINGLE	SS	\$0.55	3557	PEPPERONI	1.625 OZ	\$1.35
2070	HOT COCOA SINGLE	SS	\$0.50	2623	BEEF SUMMER SAUSAGE	3 OZ	\$2.50
2073	SUGAR-FREE HOT COCOA SINGLE	SS	\$0.50	6320	O'BRIEN'S BEEF & CHEDDAR STICK	1.125 OZ	\$1.25
2105	SUGAR-FREE TEA W/ LEMON SINGLE	SS	\$0.45	6322	O'BRIEN'S HOT & SPICY SAUSAGE	1.125 OZ	\$1.25
2110	SUGAR-FREE FRUIT PUNCH SINGLE	SS	\$0.45	PASTRIES & BREAKFAST ITEMS			
2115	SUGAR-FREE BLACK CHERRY SINGLE	SS	\$0.45	3198	STRAWBERRY TOASTER PASTRIES 2-PACK	2-PK	\$1.10
2120	SUGAR-FREE LEMONADE SINGLE	SS	\$0.45	3201	STRAWBERRY MOON PIE	2.75 OZ	\$1.05
2200	ORANGE BREAKFAST DRINK SINGLE	SS	\$0.45	3206	CHOCOLATE MOON PIE	2.75 OZ	\$1.05
2210	FRUIT PUNCH SINGLE	SS	\$0.45	3207	BANANA MOON PIE	2.75 OZ	\$1.05
2220	LEMONADE SINGLE	SS	\$0.45	3226	CHOCOLATE ICED DONUT	3.9 OZ	\$1.20
CONDIMENTS				3230	PEANUT BUTTER WAFERS 2-PACK	2 PK	\$0.60
2078	SUGAR	10 PK	\$0.80	3231	OATMEAL CREAM CAKE	EACH	\$0.40
2087	NON-DAIRY CREAMER	10 PK	\$1.00	3236	SWISS CAKE ROLLS 2-PACK	2 PK	\$0.60
2091	SUGARTWIN	10 PK	\$0.90	3245	D-DUNX (DUNKING STICK)	EACH	\$0.60
6262	MAYONNAISE PACKETS	12 PK	\$1.40	3248	ICED CINNAMON ROLL	4 OZ	\$1.20
6263	MUSTARD PACKETS	12 PK	\$0.75	3261	MEGA HONEY BUN	4.75 OZ	\$1.20
6264	KETCHUP PACKETS	12 PK	\$1.10	3270	CHOCOLATE CREAM CUPCAKES 2-PACK	4 OZ	\$1.40
6428	CHEDDAR CHEESE SQUEEZE	2 OZ	\$0.85	3274	MONSTER ICED HONEY BUN	6 OZ	\$1.30
6429	JALAPENO CHEESE SQUEEZE	2 OZ	\$0.85	3290	STRAWBERRY DONUTS 2-PACK	4 OZ	\$1.20
6255	NACHO DIP W/JALAPENO	4 OZ	\$1.70	3291	WHAM WHAM BEAR CLAW	5 OZ	\$1.30
6412	GRAPE JELLY SINGLE	1 OZ	\$0.55	3329	STRAWBERRY-FILLED LONG JOHN	4 OZ	\$1.25
6415	CREAMY PEANUT BUTTER SINGLE	1.12 OZ	\$0.65	4430	BLUEBERRY CHEESE DANISH	4.25 OZ	\$1.35
CHIPS				4431	STRAWBERRY CHEESE DANISH	4.25 OZ	\$1.35
3269	CRUNCHY CHEESE DOODLES	1.5 OZ	\$0.90	6400	CHOCOLATE CHIP GRANOLA BAR	EACH	\$0.75
6079	WHOLE SHABANG POTATO CHIPS	1.5 OZ	\$0.90	6520	APPLE CINNAMON OATMEAL SINGLE	EACH	\$0.60
6100	POTATO CHIPS	1.5 OZ	\$0.90	6523	MAPLE & BROWN SUGAR OATMEAL SINGLE	EACH	\$0.60
6105	BBQ POTATO CHIPS	1.5 OZ	\$0.90	6540	STRAWBERRY CEREAL BAR	1.3 OZ	\$0.65
6111	HOT & SPICY CORN CHIPS	1.5 OZ	\$0.90	COOKIES			
6112	BBQ CORN CHIPS	1.25 OZ	\$0.90	3004	PEANUT BUTTER CRÈME COOKIES	6 OZ	\$1.45
6114	ANDY CAPP'S HOT FRIES	.85 OZ	\$0.90	3010	SOFT-BAKE CHOCOLATE CHIP COOKIES 2-PACK	2.75 OZ	\$1.00
6116	CHEESE PUFFS	2 OZ	\$1.20	3015	SOFT-BAKE OATMEAL RAISIN COOKIES 2-PACK	2.75 OZ	\$1.00
6120	NACHO TORTILLA CHIPS	1.5 OZ	\$0.90	3036	SOFT-BAKE PEANUT BUTTER COOKIES 2-PACK	2.75 OZ	\$1.00
6125	HOT HOT BBQ POTATO CHIPS	1.5 OZ	\$0.90	4429	SUGAR-FREE STRAWBERRY WAFERS	2.75 OZ	\$1.20
6127	HOT & SPICY PORK RINDS	2 OZ	\$1.35	3005	SWISS CRÈME COOKIES 6-PACK	1.8 OZ	\$0.85
6154	DORITOS	2 OZ	\$1.20	3020	OREO SANDWICH COOKIES 6-PACK	1.8 OZ	\$0.90
6159	HOT CHEETOS	1.5 OZ	\$1.15	3030	VANILLA CRÈME COOKIES	6 OZ	\$1.45
6167	CHEETOS	2 OZ	\$1.20	3031	ORANGE-PINEAPPLE CRÈME COOKIES	6 OZ	\$1.45
CRACKERS				3035	CHOCOLATE CHIP COOKIES	6 OZ	\$1.45
3115	CHEESE SNACK CRACKERS	1.5 OZ	\$0.90	3040	ICED OATMEAL COOKIES	6 OZ	\$1.45
3124	RITZ PEANUT BUTTER CRACKERS 6-PACK	1.38 OZ	\$0.70	3045	DUPLEX CRÈME COOKIES	6 OZ	\$1.45
3130	RITZ CHEESE SANDWICH CRACKERS 6-PACK	1.35 OZ	\$0.70	CANDY			
3139	SALTINE CRACKERS (SLEEVE)	4 OZ	\$0.95	4019	CHICK O STICK	EACH	\$0.40
SEAFOOD				4100	BUTTERSCOTCH BUTTONS	4.25 OZ	\$1.10
6178	FRESH CATCH MACKEREL	3.53 OZ	\$2.00	4110	LEMON DROPS	4.25 OZ	\$1.10
6721	FRESH CATCH FISH STEAKS IN HOT SAUCE	3.53 OZ	\$1.85	4120	ROOT BEER BARRELS	4.25 OZ	\$1.10
6826	FRESH CATCH TUNA	4.23 OZ	\$2.75				

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#	Description	Size	\$	#	Description	Size	\$
4135	JOLLY RANCHERS ASSORTED	3.7 OZ	\$1.50	DENTAL PRODUCTS			
4145	STARLITE MINTS	3.75 OZ	\$1.10	0500	MINT MOUTHWASH (NO ALCOHOL)	8 OZ	\$1.40
4146	ATOMIC FIRE BALLS	3 OZ	\$1.10	0507	COLGATE CLEAR GEL TOOTHPASTE	4.2 OZ	\$3.65
4150	SOUR FRUIT BALLS	4.25 OZ	\$1.10	0520	COLGATE TOOTHPASTE	3 OZ	\$2.45
4155	SUGAR-FREE WILD FRUIT	1.75 OZ	\$1.25	0530	COOL WAVE CLEAR FLUORIDE TOOTHPASTE	4 OZ	\$1.80
4000	M&M PLAIN	1.69 OZ	\$1.05	0536	COLGATE SENSITIVE + WHITENING TOOTHPASTE	6 OZ	\$6.00
4001	M&M PEANUT	1.74 OZ	\$1.05	0557	ANTI-SHANK TOOTHBRUSH	EACH	\$0.30
4005	BUTTERFINGER	EACH	\$1.05	0590	FRESH MINT DENTURE CLEANSER	40 CT	\$2.75
4010	SNICKERS BAR	EACH	\$1.05	0595	DENTURE ADHESIVE CREAM	2.4 OZ	\$5.00
4013	MILKY WAY CANDY BAR	EACH	\$1.05	0596	DENTURE BATH (CUP)	EACH	\$2.50
4040	SKITTLES	EACH	\$1.05	GAMES			
4065	BIG HUNK BAR	2 OZ	\$1.00	1300	DECK OF PLAYING CARDS	EACH	\$2.40
4387	ROCKY ROAD BAR	1.82 OZ	\$1.00	1305	DECK OF PINOCHLE CARDS	EACH	\$2.40
PERSONAL CARE				1308	LARGE WORD SEARCH BOOK	EACH	\$3.50
0706	CONTACT LENS CASE	EACH	\$0.75	1327	UNO CARDS	EACH	\$9.00
0760	COTTON SWABS BAG	100 CT	\$0.90	STATIONERY / GREETING CARDS			
0800	5-INCH BLACK COMB	EACH	\$0.35	1136	#10 WHITE ENVELOPE (PRE-PRINTED)	EACH	\$0.18
0855	PONYTAIL HOLDER	EACH	\$0.35	1137	MANILLA ENVELOPE (PRE-PRINTED)	EACH	\$0.28
0767	SUPER SOFT TISSUES RESEALABLE PACK	1 PK	\$0.50	1060	8.5 X 11 LETTER PAD WHITE	EACH	\$1.50
0821	PALM BRUSH	EACH	\$0.75	1070	8.5 X 11 WHITE SKETCH PAD	EACH	\$1.50
PHARMACEUTICAL PRODUCTS				1075	PENCIL (GOLF TYPE)	EACH	\$0.06
0240	GREASELESS SKIN CLEANSER	4.5 OZ	\$2.30	1080	COLORLED PENCILS	EACH	\$2.00
0250	HYDROCORTISONE ANTI-ITCH CREAM	1 OZ	\$1.95	1085	BEVELED ERASER	EACH	\$0.50
0251	TOLNAFTATE ANTIFUNGAL CREAM	.5 OZ	\$1.75	1086	POCKET DICTIONARY	EACH	\$3.35
0641	ROLAIDS ORIGINAL FLAVOR 12-TABLETS	1 ROLL	\$1.05	1087	SPANISH ENGLISH DICTIONARY	EACH	\$2.25
0645	ALKA SELTZER	2 PK	\$0.85	1101	JUVENILE BIRTHDAY CARD	EACH	\$1.75
0652	TRIPLE ANTIBIOTIC OINTMENT	30 GR	\$3.25	1104	GET WELL CARD - PAPER	EACH	\$1.75
0671	CHERRY COUGH DROPS	30 CT	\$1.30	1120	THANK YOU CARD	EACH	\$1.75
3692	MULTI-PURPOSE CONTACT SOLUTION	12 OZ	\$6.50	1121	SEASONAL GREETING CARD	EACH	\$1.75
SKIN CARE PRODUCTS				1138	1 EACH SINGLE SHEET PAPER	EACH	\$0.03
0210	CRAWFORD SKIN CARE LOTION	4 OZ	\$1.10	SHAVING PRODUCTS			
0215	CRAWFORD COCOA BUTTER LOTION	4 OZ	\$1.15	0320	MAGIC CREAM SHAVE DEPILETORY	6 OZ	\$4.50
0216	COCOA BUTTER STICK	1 OZ	\$2.00	0331	PRO-TECTION SHAVE CREAM	7 OZ	\$2.40
0221	PETROLEUM JELLY	3.75 OZ	\$1.45	0341	GEL SHAVING CREAM PACKET	.25 OZ	\$0.25
0230	JERGENS ULTRA HEALING LOTION	3 OZ	\$3.50	0350	PRO-TECTION AFTER SHAVE GEL	7 OZ	\$2.10
0273	CHAP-ET LIP CONDITIONER	EACH	\$1.40	POSTAGE			
HYGIENE PRODUCTS				1049	1ST CLASS STAMP	EACH	\$0.49
0001	BALSAM SHAMPOO	4 OZ	\$1.40	1050	BOOK OF TEN STAMPS	1 BK	\$4.90
0002	BALSAM CONDITIONER	4 OZ	\$1.40	8676	PRE-STAMPED ENVELOPE	EACH	\$0.66
0020	DANDRUFF SHAMPOO	4 OZ	\$1.30	MISCELLANEOUS			
0030	SULFUR 8 SHAMPOO	7.5 OZ	\$3.75	1275	READING GLASSES +1.25	EACH	\$7.00
0031	S-8 CONDITIONER	2 OZ	\$3.75	1976	READING GLASSES +1.50	EACH	\$7.00
0045	SOFTTEE AFRICAN CROWN HAIRDRESS	4 OZ	\$2.65	1281	READING GLASSES +1.75	EACH	\$7.00
0050	SOFTTEE HAIRDRESS - BERGAMOT BLUE	5 OZ	\$2.65	1977	READING GLASSES +2.00	EACH	\$7.00
0070	PROGLO COCOA BUTTER CREME	4 OZ	\$2.75	1282	READING GLASSES +2.25	EACH	\$7.00
0107	P-UP DEOD DRIVE	2.5 OZ	\$2.65	1978	READING GLASSES +2.5	EACH	\$7.00
0147	P-UP COOL ZONE ANTIPERSPIRANT DEODORAN	2.5 OZ	\$3.00	1415	CUP WITH LID	22 OZ	\$0.60
0362	DANDRUFF SHAMP/ALMND SHEA	15 OZ	\$3.75	9800	NOTARY STAMP	EACH	\$1.00
0363	STYLING GEL W/ALOE VERA	15 OZ	\$3.75	9803	\$10 DOMESTIC CALLING CARD	EACH	\$10.00
0402	FRESHSCENT ANTIBACTERIAL SOAP	1.5 OZ	\$0.40	9802	INDIGENT KIT	EACH	\$1.49
				9810	HYGIENE KIT	EACH	\$1.49
				9809	WRITE OUT KIT	EACH	\$0.77

COMMISSARY/TRUST ACCOUNTING
SERVICES PROPOSAL

Will County Sheriff's Office

Request for Proposal

APPENDIX B – Request for Proposal Signature Page

The Vendor does hereby attest they have reviewed the “Commissary/Trust Account Services” Request for Proposal”, fully understand the contents herein, and affirm that all Vendor responses entered, either through written or electronic medium, are accurate and true to the best of their knowledge.

Authorized Signature: _____ Title: _____ Date: _____

Dun & Bradstreet Number _____.

Federal Employer Identification Number _____.

Printed Name: _____

Address: _____

City/State/Zip Code: _____

Telephone: _____

All Vendors shall provide written documentation of authority (i.e. copy of resolution authorizing signatory to bind corporation as attested to by their corporate secretary) binding the Vendor to the Proposal which becomes part of the contract and shall provide documentation that they are in good standing and authorized to conduct business in the State of Illinois.



**COMMISSARY/TRUST ACCOUNTING
SERVICES PROPOSAL**

Will County Sheriff's Office

Request for Proposal

APPENDIX C – Sample Software Escrow Agreement

SOFTWARE ESCROW Agreement

(Vendor) and Will County Sheriff's Department as follows:

- (1) The parties agree that the program source code and associated documentation shall be in escrow with a bank or other similar third party. The terms of the escrow agreement shall permit the escrow agent (as listed) to release the source code and associated documentation to The Will County Sheriff's Department only by agreement of both parties or in the event that the Vendor ceases to remain in business or otherwise as deemed by a court of competent jurisdiction. All costs of said escrow shall be borne by the Vendor.
- (2) In the event the Vendor ceases to remain in business:
 - (a) Will County Sheriff's Department may apply, and the escrow agent is hereby authorized to release the source code and associated documentation.
 - (b) Will County Sheriffs Department my keep any program materials, manuals, or other documentation necessary to operate the software.
 - (c) *Nothing herein permits disclosure of the source code or program materials, manuals or documentation to anyone other than employees of Will County or a contractor hired by the Will County Sheriff's Department to service the software. Any contractor so hired shall be required to maintain confidentiality of the source code, program materials, manuals and documentation. In addition, any contractor must be notified of said confidentiality in writing.*
 - (d) *Nothing herein shall be construed to limit the Will County Sheriff's Department's liability to the Vendor for disclosure of the source code, program materials, manuals, or documentation to any party not authorized hereby to receive same.*
- (3) *The Vendor shall ensure that the software and documentation maintained in escrow reflects the current version in operation by the Will County Sheriff's Department. The Will County Sheriff's Department shall have the right of inspection and verification of current escrow software in the presence of the Vendor. The time and location for inspection shall occur by mutual between the Vendor and the Will County Sheriff's Department staff.*
- (4) *In the event that the Vendor changes the escrow location and/or agent, the Vendor will notify the Will County Sheriff's Department in writing of the changes.*

COMMISSARY/TRUST ACCOUNTING
SERVICES PROPOSAL

Will County Sheriff's Office

Request for Proposal

APPENDIX D – Current Charges Agreement

- 1) **The Sheriff's Office reserves the right to bill the Vendor \$100 for each instance where an inoperable kiosk is not resolved within 24 hours of notification on three (3) consecutive occurrences.**
- 2) **The Sheriff's Office reserves the right to bill the Vendor \$500 for each quarter where the accuracy rate (for each quarter) falls below 98% non-conformities are to be calculated by order (total orders with non-conformities divided by total number of orders – non-conformities within the same order count as non-conformity). Out of stock items, duly noted on the individual order receipts, will count as one non-conformity, in addition to those issues identified as non-conformities under Section 4A (Spoiled and Damaged).**
- 3) **No substitutions will be allowed.**
- 4) **The Sheriff's Office shall have the right to reimbursement for staff overtime incurred as a result of the Vendor's system failing to populate their data base within three minutes after the electronic receipt of the interface file from the jail's JMS system up to \$2,000.00 over the course of the term of this agreement.**