

**COUNTY OF McHENRY  
McHENRY COUNTY ADMINISTRATION BUILDING  
PURCHASING DEPARTMENT - ROOM 200  
2200 N. SEMINARY AVENUE  
WOODSTOCK, IL 60098**

Sealed bids will be accepted in the above office until

***August 23, 2016 at 2:00 P.M. (CST)***

**For  
BID #16-63**

***PROVIDE INMATE PHONE SYSTEM***

CONTACT PERSON - DONALD A. GRAY, CPPB  
DIRECTOR OF PURCHASING  
Phone - (815) 334-4818  
Fax - (815) 334-4680

<b>MAILING ADDRESS:</b> Purchasing Department 2200 N Seminary Ave #200 Woodstock IL 60098	<b>DROP OFF IN PERSON:</b> Purchasing Department 667 Ware Road #200 Woodstock IL 60098
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COMPANY

DATE

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CONTACT PERSON

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ADDRESS

E-MAIL ADDRESS

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CITY, STATE AND ZIP

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TELEPHONE NO

FAX NO.

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FEIN, or Social Security NUMBER

The attention of bidders is directed to the McHenry County Purchasing Ordinance, approved August 1, 2014, revised December 1, 2015. This Ordinance is incorporated by reference into this bid as if it were contained herein. If you have not received a copy of the above Ordinance and desire a copy, please contact the office of the Director of Purchasing.

**SCOPE OF WORK**

This Invitation to Bid is for the purpose of, contracting with a qualified firm to provide the County of McHenry Sheriff’s Department with an Inmate Phone System as a service to the County of McHenry as outlined within this document. All requirements are as per specifications enclosed herein. The County is seeking a multiple year agreement with the Base Year starting on December 1, 2016 thru November 30, 2017, 1<sup>st</sup> Option Year - December 1, 2017 thru November 30, 2018, 2<sup>nd</sup> Option Year – December 1, 2018 thru November 30, 2019, 3<sup>rd</sup> Option Year – December 1, 2019 thru November 30, 2020, subject to continuing need, availability of funds and County Board approval.

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**SCHEDULE OF EVENTS**

July 26, 2016-----	Bid Available
August 2, 2016-----	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
August 9, 2016-----	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
August 23, 2016-----	Bid due in Purchasing at 2:00 P.M.(CST)

**PAYMENT**

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

**NON-DISCRIMINATION**

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

**PREVAILING WAGE**

The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the prevailing wage rates is posted on the McHenry County website at [www.co.mchenry.il.us](http://www.co.mchenry.il.us) under BIDS and RFP’s. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Contractors may access the Illinois Department of Labor website for updates at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol).

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics

performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

#### CERTIFIED PAYROLL REQUIREMENTS ([Public Act 94-0515](#))

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

#### INCREASED PENALTIES FOR PREVAILING WAGE VIOLATIONS ([Public Act 94-0488](#))

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which contractors are ineligible for public works contracts --increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

#### OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

#### SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public

works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

#### PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

#### PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

#### SECURITY

The contractor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the County of McHenry that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

#### PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

## ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

## TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax. The bidder's attention is directed to the McHenry County Purchasing Ordinance {S3-10, (9), (10), and (11)}.

## INSURANCE

### (1) GENERAL

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- (a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$500,000 per occurrence and \$1,000,000 in the aggregate;

- (b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$300,000 per occurrence, combined single limit for:  
Bodily Injury Liability and Property Damage Liability;

- (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must

also include Employer's Liability with minimum limits of \$100,000 for each incident.

(2) EVIDENCE OF INSURANCE

The successful bidder agrees that with respect to the above required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and,
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**  
2200 N. Seminary Avenue  
Woodstock, IL 60098

- (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department  
2200 N. Seminary Avenue, Room 200  
Woodstock, Illinois 60098

HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the County of McHenry, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, its agents, servants, or employees or any other person indemnified hereunder.

BID RESPONSE

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid.

**BIDS MUST BE SUBMITTED IN DUPLICATE FORM, (One Original, and One Copy). BIDS ARE DUE BACK BY 2:00 P.M. (CST) ON August 23, 2016.**

**SEALED BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE BID/RFP TITLE, TIME & DATE OF OPENING.**

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

**SUBMITTAL**

**Submit one (1) bid, multiple bids will not be accepted.**

**GENERAL CONDITIONS**

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

**AWARD OF ORDER**

The County will award a purchase order to the lowest responsive, responsible bidder meeting the County's requirements as listed in this document. The County will be the sole judge of acceptability of any products offered.

**WORKMANSHIP**

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

**MISCELLANEOUS**

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Any questions on specifications should be directed to the Purchasing Department.

**EXCEPTIONS**

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The County will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

**ALTERNATES**

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

**FULL PRICING AND CONTINGENCIES**

The County shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the County.

**RECOURSE FOR UNSATISFACTORY MATERIALS**

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

**TERMINATION**

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of

the thirty days, the County deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

#### CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

#### COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

#### REJECTION OF BIDS, WAIVER OF IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

#### PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

#### BIDDER'S ATTACHMENT TO THE BID

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

#### DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

#### FREIGHT

Freight is all inclusive unless otherwise stated.

#### FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.



## **SCOPE**

Provide, install, maintain and service equipment necessary for inmate telephones in the McHenry County Correctional Facility in Woodstock, IL. The average inmate population is 400-500 inmates daily that includes County, US Marshall, BOP, Navy inmates and ICE Detainees. For the fiscal year 2015 the approximate total of billed minutes was 2,138,435 from 145,039 calls. Local = 2,038, collect & prepaid collect = 32,165, debit = 110,856 which includes 1,351 from international calls.

We want a demonstration of the software and photos/pictures of phones & privacy booths (with dimensions listed) installed at other locations.

## **SPECIFICATIONS**

The following minimum equipment is to be provided:

1. **55-56 new detention grade tamperproof** coinless inmate phones that meet ADA requirements and TDD capability when requested at no charge to the county.
2. Must be recorded 24/7.
3. Program with open and closed PIN capabilities.
4. Three (3) computer systems/Win-7 or newer version + broad spectrum of software capabilities. Two computer systems with a CDRW/DVD drive. Two (2) sets of speakers; each with individual controlled so volume of both parties' voices can be adjusted.
5. Three (3) Flat Panel color monitors with keyboards & mouse.
6. One (1) HP Ink/Deskjet color printer/copier/scanner w/15 color ppm or better.
7. Software program and hardware upgrades at no charge.
8. 58 line monitoring system w/digital on-board call recording capability and call validation management.
9. In house training for software program.
10. Twenty (20) wall mountable Detention Grade Stainless Steel Privacy Booths w/clear "Lexan" type material for the side partitions that extend at least 16 to 18 inches out from wall.
11. Must interface with money kiosk in the Lobby and the commissary provider at no cost to the county.

Provide a detailed breakdown of equipment offered on a separate page attached to RFP. Minimum features to be included:

1. Caller ID blocking to outside parties
2. Three-way call blocking.
3. Volume control on handset for the hearing impaired.

4. Collect, prepaid collect and debit calls to cover the U.S. 48 contiguous states. International calling with debit account.
5. Block access to all toll free numbers, direct dialing 1+, operator access 0+, pagers, payphones, 550, 700, 900, 950+1, 976 numbers, 411, 911, 555 information, 10-10 numbers, and other calls/numbers as needed.
6. Called party to be able to block calls to their number by pressing a number on their phone pad.
7. Vendor shall have telephone and website customer service available for the public; for support, to set up collect, prepaid collect and deposit funds into inmate phone debit account.
8. Programmable call duration.
9. Calling limits (time and call attempt limits), anti-harassment features.
10. Free call, speed-dial (in-house emergency alert) capability and other speed dial access for Homeland Security, ICE pro bono company, commissary ordering, Public Defender, etc.
11. Active and passive call acceptance.
12. Calls limited to 20 minutes.
13. Call termination count down.
14. Anti-fraud detection and management ability.
15. Anti-chain dialing ability.
16. Multi Lingual Capabilities
17. Recorded messages approved by county for acceptance, inmate name, facility name, type of call being made (collect, free, etc.), and rate quote on the call.
18. Controlled talk/listen audio paths to prohibit the inmate and person called from talking/listening prior to the call being accepted.
19. Real time line status monitoring.
20. Multi-level security call alerts/alarms by e-mail, phone and text to provide notification of specific phone numbers dialed or PIN used.
21. Phone call recording 24/7 in real time and programmable call recording capabilities.
22. Covert monitoring and recording of phone calls.
23. Call restrictions- capability of Phone Company and correctional facility to put call restrictions on an inmate PIN or phone number.
24. User friendly extensive call detail information and the ability to print these reports.

25. User friendly phone call archiving and retrieval of archived information for the company and the correctional facility.
26. No incoming calls, calls station to station basis, one call per connection.
27. Integrate with Jail Management System, currently Tri Tech to automate the PIN assignment system at no expense to the county.
28. Automated operator, no live operator. Calls will have a pre-recorded message to inmates and call recipients that all calls are recorded and may be monitored at any time plus recipient must have to accept to be recorded before conversation proceeds. Recording to also include directions for legal entities to have their business number put on an unrecorded status in the system.
29. Voice biometrics; prefer voice recognition for the duration of the call.
30. All recordings and reports must be available to the county for a minimum of seven (7) years.
31. Reports must be available without intervention of vendor to include date, called number, time handset off hook time handset on hook, Name, PIN, ID#, call sequence #, call seconds/minutes, cost, location of phone, location of number called with access to name & address of called party, type of call, reason for disconnect.
32. Inmate voice mail feature is acceptable.
33. Remote unlimited secure access capability from laptops and PC's "offsite". This access shall allow only authorized users to view/listen to all live and recorded conversations, view and generate all reports, and make any needed system changes allowed by their user log in.

#### ICE DETAINEE PRO BONO PHONE CALL REQUIREMENTS

##### **Pro Bono and Emergency Calling Services for INS Detainees**

(from ICE concerning the Pro Bono consulate calls)

"Talton has been contracted by ICE to provide detainees housed in McHenry County Correctional Facility with free phone calls to an authorized list of Pro Bono legal service providers and consulates. The most important feature of this service is that there will not be a cost incurred by McHenry County Correctional Facility, the *"Inmate Telephone Provider"*, or the detainees. All calls placed by detainees will be made through a Talton provided toll-free access number.

In order to ensure that only the ICE detainees have access to this free calling service, the detainees are required to enter their alien number when placing Pro Bono calls. The Pro Bono system will only allow calls to a pre-defined list of telephone numbers for consulates and other Pro Bono participants and therefore, general inmates will not have an incentive to try to misuse this service."

The Pro Bono service will require that our *"Inmate Telephone Provider"* allow detainees to place phone calls to a designated toll-free number from the inmate phone system. This toll

free number must be placed on speed dial access as a free call. Talton will need to know the speed dial number.

MISCELLANEOUS:

Successful Vendor will be solely liable and responsible for costs and expenses of installation, repair and maintenance of the inmate telephone system and equipment.

Successful Vendor will be responsible for all carrier charges associated with inmate phones.

Successful vendor to provide technical support staff twenty-four (24) hours a day seven (7) days a week.

Repairs made within 24-48 hours for equipment on site.

Successful vendor to provide a copy of the current rates and the county shall be notified of any proposed rate changes prior to any changes taking effect.

No deductions for fraud, bad debt, uncollectible, unbillable, to be charged. A detailed revenue report will be sent with the monthly payment.

The Debit Time sales **will be a separate check to the "McHenry County Inmate Profit Account"**, mailed monthly to:

McHenry County Jail  
Attn: Programs Office  
2200 N. Seminary Ave.  
Woodstock, IL. 60098

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**BID ON**

Provide, install, maintain and service the equipment necessary for Inmate Telephones in the McHenry County Correctional Facility in Woodstock, IL.

Percentage of Profits \_\_\_\_\_ %

\_\_\_\_\_  
(Written amount)

**AND**

Cost per call:	Local calls	\$ _____
	Intracell	\$ _____
	IntraLATA	\$ _____
	Intrastate	\$ _____
	Interstate	\$ _____
	Canadian	\$ _____
	International	\$ _____
	Caribbean	\$ _____

List any additional profit centers that may be incurred:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List available languages for multi-lingual capability:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated start date after receipt of purchase order: # \_\_\_\_\_ days.

Estimated time of completion: # \_\_\_\_\_ days

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***REFERENCES***

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

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Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

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**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE  
WILL DISQUALIFY YOUR BID MUST BE AN ORIGINAL  
SIGNATURE**

**CERTIFICATIONS**

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. \_\_\_\_\_ Yes \_\_\_\_\_ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) \_\_\_\_\_ Yes  
No

Under penalties of perjury, I certify that \_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Real Estate Agent       |
| <input type="checkbox"/> Sole Proprietorship                                      | <input type="checkbox"/> Government Entity       |
| <input type="checkbox"/> *Partnership   | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> **Corporation  | (IRC 501(a) only)                                |
| <input type="checkbox"/> Not-for-Profit Corporation                               | <input type="checkbox"/> Trust or Estate         |
| <input type="checkbox"/> Medical and Health Care<br>Services Provider Corporation |  |

\*State full names, titles and addresses of all responsible principles and/or partners below;

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**If needed please submit any additional sheets.**

***THIS PAGE IS MANDATORY***

**PROPOSER'S CERTIFICATION**

I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid.

I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\*\*State of Incorporation \_\_\_\_\_

\_\_\_\_\_  
(Individual - Partnership - Company - Corporation)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(By Printed Name and Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone No)

\_\_\_\_\_  
(Fax No.)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email)

***End of Document***



Commission:

July 2015-\$19,951.34

August 2015-\$16,348.44

September 2015-\$18,887.67

October 2015-\$22,197.40

November 2015-\$20,518.51

December 2015-\$19,930.47

January 2016-\$18,292.40

February 2016-\$18,488.65

March 2016-\$23,661.89

April 2016-\$21,628.59

May 2016-\$20,644.63

June 2016-\$20,440.24

July 2016-\$19,094.72

## OPERATING AGREEMENT - COMMISSARY SERVICES

This **COMMISSARY AGREEMENT** (the "Agreement") is made as of December 1, 2013 between the **County of McHenry, Illinois** with offices at 2200 N. Seminary Ave., Woodstock, IL 60098 (the "County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("ARAMARK").

### WITNESSETH:

1. **GRANT:** The County hereby grants to ARAMARK the exclusive right to provide commissary services for its inmates, staff and visitors at the McHenry County Adult Corrections Facility located at 2200 N. Seminary Ave., Woodstock, IL 60098 (the "Facility"). ARAMARK shall provide a large selection of food, candy and gum, non-alcoholic beverages, health and drug items, and general merchandise, including quality brand name products (collectively, the "Products"), all of which shall be subject to the approval of the County. The County hereby approves all Products set forth on Exhibit A attached hereto.

### 2. OPERATIONAL RESPONSIBILITIES:

A. **FACILITIES AND EQUIPMENT** ARAMARK shall provide commissary pick and pack services from an off-site warehouse located in Milwaukee. ARAMARK shall install such computer hardware (including 22 infoLink kiosks) and related equipment and software (collectively "Computer Equipment"), including but not limited to ARAMARK's CORE® commissary management information systems (the "CORE® System") as necessary to support ARAMARK's commissary operations. ARAMARK shall ensure that its CORE® System is capable of interfacing with the following existing technologies at the Facility: TriTech Jail Management System, ICS Solutions and Access Corrections. The County shall run such cable and wiring as necessary to enable the CORE® System to support ARAMARK's commissary operations. ARAMARK shall remove all Computer Equipment upon the expiration or termination of this Agreement. The CORE® System is and shall at all times be owned by ARAMARK, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the CORE® System at the Facility shall immediately cease upon the expiration or termination of this Agreement. ARAMARK shall be responsible to support and maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement. To the extent that it is necessary for ARAMARK's or the County's employees to be trained to use the CORE® System, ARAMARK shall provide such training, provided that ARAMARK shall have no other training obligations hereunder.

B. **FORCE MAJEURE:** In the event of a Force Majeure, the County shall assist ARAMARK by permitting reasonable variations in ARAMARK's Product offerings and service methods. Additional costs, if any, incurred in providing service in the event of a Force Majeure

shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. If the Force Majeure is caused by Aramark, then Aramark shall bear any additional costs.

**C. PRODUCT DELIVERY:** ARAMARK shall deliver Products ordered by inmates to the Facility. Facility personnel shall transport and deliver such Products ordered by inmates to inmates, and shall deliver Products returned by inmates to the loading dock to be picked up by ARAMARK for return to its commissary facility, in a timely manner.

**D. PERSONNEL:** ARAMARK shall provide off-site management, pick/pack, and delivery (to/from off-site warehouse) personnel but shall not provide any on-site labor. All on-site commissary functions personnel shall be performed by the County.

**E. EQUAL EMPLOYMENT OPPORTUNITY:** ARAMARK and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, ARAMARK agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

**F. INSURANCE:** ARAMARK shall furnish certificates of insurance as follows:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not limited to) the following: Premises/operation; independent contractors; personal injury; products/completed operation; contractual liability, with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence.

The County and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Any insurance coverage (additional insured or otherwise) that ARAMARK provides for the County, its officers, employees, agents and servants shall only cover liability assumed by ARAMARK in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

**G. DAMAGES:** ARAMARK's liability hereunder shall not under any circumstances exceed the greater of (a) two (2) percent of the net revenue received by ARAMARK pursuant to this Agreement during the twelve (12) months prior to the applicable claim or (b) the actual proceeds of insurance (not to exceed the maximum limits of insurance required by Section 2.G.), less any applicable deductible. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

**H. COMPLIANCE WITH LAWS:** Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for ARAMARK employees, suppliers, management and other authorized visitors.

**I. LICENSE, FEES, PERMITS, AND TAXES:** ARAMARK shall secure and pay for all federal, state and local licenses, permits and fees required for the commissary operation. ARAMARK, as the retailer, shall be responsible for the collection and remittance of all applicable sales, use, excise and state and local business and income taxes attributable to the commissary operation and the sales of Products. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by ARAMARK under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by ARAMARK, shall be invoiced by ARAMARK and shall be reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

### **3. FINANCIAL ARRANGEMENTS:**

**A. PRODUCT ORDERS:** ARAMARK shall process orders for Products from inmates in accordance with ARAMARK's standard procedures. The County shall be responsible to collect, record and make disbursements from inmate commissary accounts for purchases of such Products; provided, however, that ARAMARK shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto.

**B. BILLING AND PRICES:** ARAMARK shall determine the prices at which Products shall be sold. All prices charged to inmates shall be in compliance with Illinois County Jail Standards. If ARAMARK sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, ARAMARK shall notify the County and the parties shall mutually agree on an equitable price increase to recover such increased costs. Additionally, ARAMARK may, at its discretion perform a price audit to

compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values"). In the event that any of ARAMARK's prices are below the Comparable Retail Values, the parties shall mutually agree to increase such prices under this Agreement to reflect the Comparable Retail Values. ARAMARK shall submit to the County on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by ARAMARK during such week, if any. The term "Gross Sales" shall mean total commissary sales (including, but not limited to, sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Product sales) plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the County for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, all sales are final and no returns will be honored unless the inmate who ordered a Product refuses delivery of such Product at the time such Product is delivered. If an inmate is released prior to Product delivery and fails to claim such Product within seventy-two (72) hours after release, the Product shall become the property of the County.

ARAMARK shall submit to the County on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by ARAMARK during such week, if any.

**C. MANNER OF PAYMENT:** ARAMARK shall bill the County on a weekly basis for Gross Sales made during the immediately preceding week, together with any additional services provided during such week. Payment shall be made by check payable to ARAMARK Correctional Services, LLC within thirty (30) days after the invoice date. Such payment shall be sent to:

ARAMARK Correctional Services, LLC  
P.O. Box 406019  
Atlanta, Georgia 30384-6019

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 7 hereof.) If any invoices are not paid within forty-five (45) days of the invoice date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The term "Prime Interest Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each ARAMARK accounting period.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within fifteen (15) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

ARAMARK shall provide the County with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

**D. COMMISSIONS:** ARAMARK shall pay to the County a commission in an amount equal to thirty-seven percent (37%) of Net Sales. Within fifteen (15) days after the end of each month, ARAMARK shall deliver to the County a check covering commissions on Net Sales made during such month. For purposes of this Paragraph, "Net Sales" means total Product sales (excluding all sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Products) less sales or use taxes and authorized returns.

**E. iCARE:** ARAMARK shall implement its iCare program at the Facility. ARAMARK shall determine the prices at which iCare items shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, ARAMARK may increase its iCare prices to recover such increased costs. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when an iCare item purchased is delivered to the inmate.

County shall earn a commission in an amount equal to Thirty Percent (30%) of Net Sales of all iCare packages items. For purposes of this Paragraph, "Net Sales" means total iCare sales, less sales or use taxes and authorized returns.

**F. ADDITIONAL SERVICES:** Food, beverage and other services required by the Facility outside the scope of this Agreement (including Fresh Favorites) shall be provided by ARAMARK upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

**G. MATERIAL ADVERSE CHANGE:** The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs, Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; changes in phone service providers or a change in the way phone service is sold

to inmates; or other unforeseen external market conditions outside ARAMARK's control, then ARAMARK shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK's prices or commission, modifications to the Product offerings and/or pricing, or modifications to ARAMARK's scope of services.

**H. PHONE SERVICE PROVIDERS:** At the commencement of this Agreement, ARAMARK shall provide an interface between its CORE® System and the County's existing phone service provider, ICS Solutions; however, in the event that there is a change in the phone service provider used at the Facility or in the process by which phone cards or phone time is sold to inmates, the County shall be responsible for the cost or shall cause the phone service provider to be responsible for the cost of the following: (1) any software development required by the change; (2) system integration; (3) use of ARAMARK hardware and software to sell phone service; and (4) any other cost incurred by ARAMARK, including but not limited to increased costs for labor, handling, and reporting.

**4. ACCESS AND RECORDS:** ARAMARK will maintain accurate books and records in connection with the commissary service operation and shall retain such records for twelve (12) months after the expiration or any termination of this Agreement.

**5. TERM OF AGREEMENT:** This Agreement shall commence on December 1, 2013, and shall continue through November 30, 2014. By mutual agreement, this Agreement may be renewed for four (4) additional years. Thereafter, the County and ARAMARK may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the commission payable to the County, for the extension period, have been mutually agreed upon by the County and ARAMARK.

**6. TERMINATION:**

**A. TERMINATION FOR CONVENIENCE:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party.

**B. TERMINATION FOR DEFAULT:** Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

**C. CONSEQUENCES OF TERMINATION:** If this Agreement is terminated under any circumstances, the County shall pay ARAMARK for all services provided by ARAMARK up to and including the date of termination, at the rates and within the payment

periods set forth in this Agreement. The County's obligation to pay for services provided shall survive the termination or expiration of this Agreement.

7. **NOTICE:** All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.
8. **CONFLICTS OF INTEREST:** ARAMARK covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.
9. **CONFIDENTIAL INFORMATION:** All financial, statistical, operating and personnel materials and information, including, but not limited to, the ARAMARK System, related to or utilized in ARAMARK's business (collectively, the "ARAMARK Proprietary Information") is and shall remain confidential and the sole property of ARAMARK and constitutes trade secrets of ARAMARK. The County shall keep all ARAMARK Proprietary Information confidential and shall use the ARAMARK Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any ARAMARK Proprietary Information without the prior written consent of ARAMARK. Upon the expiration or any termination of this Agreement, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any ARAMARK Proprietary Information, shall be returned to ARAMARK.
10. **ASSIGNMENT:** ARAMARK may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that ARAMARK may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, ARAMARK.
11. **PRESS RELATIONS:** ARAMARK shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.
12. **EXTENT OF AGREEMENT:** This Agreement represents the entire agreement and understanding between the County and ARAMARK and supersede all prior negotiations, representations or agreements, either written or oral, including without limitation, any request for



proposal, invitation to bid, bid specifications, bids, proposals or other similar documents. This Agreement may be amended only by written instrument signed by both the County and ARAMARK.

13. **SEVERABILITY**: If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

14. **WAIVER**: The failure of ARAMARK or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

15. **Counterparts; PDF and Facsimile Signatures**: This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one, and the same, document. Signatures of the Parties may be exchanged by pdf or facsimile, and such pdf or facsimile signature pages shall be deemed originals in all respects. It shall not be necessary in making proof of this Agreement or any counterpart to produce or account for any of the other counterparts.

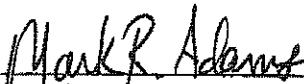
16. **VENUE**: In the event either party must resort to litigation to resolve any disputes under or regarding this contract, exclusive jurisdiction for any such litigation and/or disputes shall lie in the 22<sup>nd</sup> Judicial Circuit Court located in McHenry County, Illinois.

**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.


**ARAMARK Correctional Services, LLC**

**County of McHenry  
State of Illinois**

By: \_\_\_\_\_

  
Mark R. Adams  
Vice President, Finance

By: \_\_\_\_\_

  
Donald A. Gray  
Director of Purchasing

# EXHIBIT A - McHenry County



Sample Menu

Prices Do Not Include Tax

ALL SALES FINAL - PLEASE CHECK ORDER AT TIME OF DELIVERY

FOOD		
PLU	ITEM	Price
5809	M&B OATMEAL	\$2.99
5757	TUNA IN A BAG	\$2.89
5605	CHEESE SQUEEZERS	\$0.79
5220	TORTILLAS	\$1.59
6504	JALAPENO CHEESE SQUEEZER	\$0.89
5801	GRAPEJELLY SQUEEZER	\$0.39
5811	SEASON SALT	\$1.79
5607	P/B SQUEEZER	\$0.79
5655	HOT & SPICY STICK	\$1.19
5805	MAYO SQUEEZER	\$0.49
5812	CUP O NOODLE	\$1.09
5802	INSTANT RICE & RED BEANS	\$1.59
5858	MEAT STICK	\$1.29
5808	BEEF & CHEESE	\$1.50
5803	SLICED JALAPENOS	\$0.89
5807	PICANTE SAUCE PACKETS	\$0.29
5719	RAMEN CHILI	\$0.89
5722	PICANTE BEEF	\$0.89
5714	RAMEN CHICKEN	\$0.89
5721	RAMEN BEEF	\$0.89

BEVERAGES		
PLU	ITEM	Price
4319	MAXWELL HOUSE COFFEE	\$4.79
4205	APPLE CIDER MIX	\$0.49
4316	FRENCH VANILLA CAPPUCINO	\$0.59
4310	S/F WATERMELON	\$1.69
4308	S/F FRUIT PUNCH	\$1.69
4311	S/F LEMONADE MIX	\$1.69
4318	SINGLE SERVE MAXWELL HOUSE	\$2.99
4201	FRUIT PUNCH MIX	\$0.35
4202	CHEERRY MIX	\$0.35
4203	LEMONADE MIX	\$0.35
4204	ORANGE MIX	\$0.35
4317	BOSTON'S BEST COFFEE	\$4.39

HEALTH and BEAUTY		
PLU	ITEM	Price
1511	DNTRE ADHSVE	\$3.89
1924	HYDROCRTSNE PKT	\$1.79
1911	COUGH DROPS	\$1.49
1608	BABY OIL	\$1.09
1622	CLOSE-UP TOOTHPASTE 6OZ	\$3.79
1912	ANTACID ROLL	\$1.39
1404	SPEED STICK CLEAR	\$3.29
1209	SOAP - BLK & WHT	\$4.49
1935	EYE DROPS	\$2.69
1991	TRIPLE ANTIBIOTIC OINTMENT	\$3.49
1823	SULFER 8 COND	\$6.59
1218	SOAP - LEVER	\$1.79
1617	PETROLEUM JELLY	\$1.39
1330	STYLE GEL QUEEN HELENE	\$5.79
1403	MENNEN SPEED STK	\$3.89
1804	COND / HR DRESSING	\$3.29
1927	LIP BALM	\$0.89
1707	MAGIC SHAVE	\$6.99
1989	COTTON SWABS	\$1.19
1205	SOAP IVORY	\$1.09
1703	BRUSHLESS SHAVE CRM	\$1.49
1401	LADY SPEED STK	\$3.59
1918	ANTIFNGL CREAM	\$2.49
1521	SOAP DALAN	\$0.89
6210	HOLDER - TOOTHBRUSH	\$0.29
1818	BABY LOTION	\$0.99
1614	TOOTHBRUSH	\$0.89
1964	PANTYLINER	\$1.89
1962	TAMPON - SUPER	\$0.25
1609	LOTION - 4OZ	\$0.99
1916	MUSCLE RUB	\$2.79
1926	SKIN CREAM	\$2.29
1955	SHWR CAP	\$0.29
1689	SALINE SOLUTION	\$5.99
1920	ACNE TREATMENT	\$3.19
1813	COCOA BTR LOTION - 4OZ	\$1.19
1806	HAIR FOOD	\$2.89
1301	SHAMPOO	\$1.19
1998	MEDICATED LIP BALM	\$1.29
1504	GEL TOOTHPASTE	\$2.99
1963	SANTRY NAPKINS	\$2.19
1706	AFTERSHAVE	\$2.49
6209	SOAP BOX	\$0.39
1520	COLGATE TOOTHPASTE	\$2.19
1913	DECONGSTNT - 2PK	\$0.29
1309	CONDITIONER	\$1.49
1519	DNTRE CLEANER	\$1.09
1907	IBUPROPHEN - 2PK	\$0.59
1908	NON ASPIRIN	\$0.59
1906	ASPIRIN	\$0.59
1710	COMB - 5"	\$0.29

CHIPS and SNACKS		
PLU	ITEM	Price
5007	SALTINE CRACKERS	\$2.99
5405	RICE KRISPIES TREAT	\$1.09
5012	SWEET N SALTY 3.5 OZ	\$1.59
5009	COMBOS	\$1.39
5010	GRANOLA BAR	\$0.99
5032	PEPPERJACK CHEESE CRACKER	\$0.99
5020	CHEEZ-IT 3OZ	\$1.69
5030	TOSTITOS 3OZ	\$1.49
5011	PEANUTS	\$0.89
5027	CHEDDER & BACON CHIPS	\$1.29
5021	CRACKLINS BBQ	\$1.09
5016	FLAMIN HOT CHEETOS	\$1.29
5019	JALAPENO CHEETOS	\$1.29
5006	DORITOS	\$1.29
5023	CH AND SR CR CHIP	\$1.29
5008	CHILI CHEESE FRITOS	\$1.29
5004	CHEETOS	\$1.29
5025	DORITOS COOL RANCH	\$1.29

CANDY		
PLU	ITEM	Price
2085	REESES PB CUPTG	\$1.49
2084	HERSHEY ALMOND	\$1.49
2205	SNICKERS	\$1.29
2083	REESES PIECES	\$1.29
2209	MILKYWAY BAR	\$1.29
2212	M & M PLAIN	\$1.29
2155	M&M PEANUT	\$2.59
2208	STARBURSTS 2OZ	\$1.49
2211	HOT TOMALES 2OZ	\$1.29
2204	JOLLY RANCHERS	\$1.49
2213	S/F HARD CANDY	\$1.39
2207	ATOMIC FIREBALLS	\$1.59
2208	STARLITE MINTS	\$1.39
2086	KIT KAT LG	\$1.49
2210	TWIX BAR	\$1.29

GENERAL MERCHANDISE		
PLU	ITEM	Price
6019	SPOON	\$0.29
6305	CHESS	\$6.99
6026	ERASER	\$0.09
6304	CHECKERS	\$4.99
6001	LEGAL PAD	\$1.39
6004	SKETCH PAD	\$1.59
6030	COLORED PENCILS	\$1.99
6020	BOWL AND LID	\$1.99
6008	9 X 12 ENVELOPE	\$0.29
6029	DICTIONARY	\$1.89
6303	DOMINOS	\$4.99
6018	GOLF PENCIL	\$0.09
8009	BLANK ENVELOPE	\$0.09
6301	PLAYING CARDS	\$1.99
6017	TUMBLER	\$0.99
8101	CARD - FRNDSHP ENG	\$2.19
8103	CARD - BDAY ENG	\$2.19
8104	CARD - BDAY SPAN	\$2.19
8105	CARD - SPEC OCCASION	\$2.19
8102	CARD - FRNDSHP SPAN	\$2.19

PASTRIES and COOKIES		
PLU	ITEM	Price
2112	SUGAR FREE WAFER	\$0.69
5412	CUPCAKES	\$1.09
5305	FROSTED STWBRY TOASTER	\$1.29
5308	PNTBUTTER CRM COOKIE	\$1.29
5316	DUPLEX CREAM COOKIES	\$1.29
5309	VANILLA CRM COOKIES	\$1.29
5300	BUTTERFINGER COOKIES	\$2.39
5307	PECAN CHOCOLATE CHIP COOK	\$2.39
2110	CRUNCH BUDDY BAR	\$1.19
5402	HONEY BUN	\$1.59
5308	CHOC CHIP COOKIE	\$0.89
5404	OATMEAL CREAM CAKES 6PK	\$3.99

POSTAGE		
PLU	ITEM	Price
8013	BK OF 10 STAMPS	\$4.60
8011	STAMPED ENVELOPE	\$0.58

CLOTHING		
PLU	ITEM	Price
8704	SHWR SHOE LG	\$1.49
8703	SHWR SHOE MD	\$1.49
8702	SHWR SHOE SM	\$1.49

Indigent		
PLU	ITEM	Price
4010	Inmate Hygiene Kit	\$ 1.05
4015	Detainee Hygiene Kit	\$ -
4020	Inmate Writing Pack - McHenry	\$ 4.95
4025	Indigent Detainee Writing Pack	\$ -
4030	Detainee Writing Pack	\$ 4.95

Category Limits Per Order	
Candy - 20 Item Limit	
Food, Chips/Snacks, Cookies/Pastries - Combined 25 Item Limit	
Beverage - 20 Item Limit	
Health & Beauty, Clothing, Postage, General March. - Limits Vary	

TELEPHONE DEBIT TIME CAN BE ORDERED IN ANY DOLLAR AMOUNT.

By placing a phone order you authorize the Sheriff to charge your personal funds for the cost of the goods you receive. Count your property before returning to your cell. Prices are subject to change without notice. Orders will be delivered when ready. No inmate may order for another inmate. Commissary is not delivered on holidays. Commissary that is delivered after an inmate has been released will be held for 30 days. If it has not been picked up within the 30 days it will be destroyed. No refunds or exchanges on damaged merchandise. Order at your own risk.

✓ 7995

**FILED**  
McHENRY COUNTY, IL

MAR 26 2012

*Kenneth C. Kelly*

### INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Canbury Street, San Antonio, TX 78217, and **McHenry County Sheriff's Office**, (the "Sheriff"), having its principal place of business at 2200 N. Seminary Ave., Woodstock, IL 60098.

1. **Term of Contract.** This Agreement shall commence on December 1, 2011, (the "Agreement Date") and shall remain in full force and effect for an initial term of one (1) year from such Agreement Date. Thereafter, this Agreement shall automatically renew for four (4) additional terms of one (1) year each upon the same terms and conditions as set forth herein, subject to continuing need, availability of County funds, and ongoing County Board approval. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, Sheriff shall immediately cease any use of any Equipment provided hereunder.
2. **Equipment.** This Agreement applies to the provision of Equipment by ICS within space provided by the Sheriff at each of the locations listed on Exhibit A, attached hereto (each a "Location"). The term "Equipment" is defined herein as telephone sets and computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by ICS in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of Sheriff, shall remain in all respects the property of ICS. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** Sheriff shall not make alterations or place any attachments to Equipment.
4. **Training.** ICS shall provide 9 hours of on-site training plus, as requested by Sheriff but no more frequently than semi-annually, up to two hours of internet-based training at no cost to Sheriff. Additional training may be provided upon Sheriff's agreement based on availability and price quotation from ICS.
5. **Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Such threshold shall be initially set to \$75 per calendar month.
6. **Commissions to Sheriff.** ICS will install, operate and maintain Equipment at no charge to Sheriff. ICS will pay Sheriff the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the Sheriff granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to Sheriff on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls. ICS will pay Commissions to Sheriff on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by Sheriff or wired to an account designated in writing by Sheriff for such purpose.

Sheriff agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission (which includes the Illinois Commerce Commission) or any policy, regulation or tariff of a regulatory body having jurisdiction over the public communications contemplated herein. In addition, Commission rates are predicated on

Sheriff maintaining an average daily inmate population of not less than 412 with access to telephones materially consistent with industry practice.

**7. Sheriff shall:**

- a. Advise ICS of any Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telephone services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to Sheriff's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

**8. Law and Venue.** The domestic law of the State of Illinois shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in the 22<sup>nd</sup> Judicial District of McHenry County, State of Illinois.

**9. Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.

**10. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by Sheriff hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supercede the provisions of this Agreement. The Sheriff represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the locations covered by the Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

**11. Risk of Loss.** ICS shall relieve Sheriff of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, Sheriff shall be responsible for any loss or damage to Equipment located on the premise caused by the reckless negligence of Sheriff or its employees.

**12. Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and

court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

13. **Assignment.** This Agreement may not be transferred or assigned, in whole or in part, by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** ICS shall indemnify, defend and hold harmless the Facility from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of ICS, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third party claims.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and Sheriff shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. If, at the written request of Sheriff, ICS makes alterations to the Equipment, other than as necessary for its correct operation and/or compliance with applicable laws, then all reasonable costs of such alterations shall be reimbursed by Sheriff.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Warranty.** Subject to Sheriff's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to Sheriff in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. Sheriff shall provide ICS with prompt written notification as to the specifics of any non-

conformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As Sheriff's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by Sheriff with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.

22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any law, rule or resolution of any governmental or judicial agency having jurisdiction.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to Sheriff a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer<sup>®</sup> software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by Sheriff. Such license is specific to the Sheriff and Location(s) for

which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of Sheriff to Use the Enforcer<sup>®</sup> software will expire and terminate. Sheriff will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer<sup>®</sup> software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer<sup>®</sup> software.

- 24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26. **Application to Similar Parties.** The parties acknowledge that certain counties within the same State as Sheriff (each an "Affiliated County") may wish to obtain equipment and related services substantially similar to the Equipment and related services set forth herein. ICS may, at no cost or obligation to Sheriff, enter into a definitive agreement with an Affiliated County and incorporate the terms and conditions of this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

**Inmate Calling Solutions, LLC**

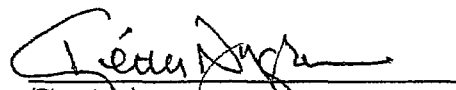
  
\_\_\_\_\_  
(Signature)

**Brendan Philbin**  
\_\_\_\_\_  
(Printed Name)

**Vice President Business Development**  
\_\_\_\_\_  
(Title)

**3/15/12**  
\_\_\_\_\_  
(Date)

**McHenry County Sheriff's Office**

  
\_\_\_\_\_  
(Signature)

**Keith Nygren**  
\_\_\_\_\_  
(Printed Name)

**Sheriff**  
\_\_\_\_\_  
(Title)

**03/16/12**  
\_\_\_\_\_  
(Date)

**Approved for McHenry County, by:**

  
\_\_\_\_\_  
Catherine Link, Director of Purchasing

**3/22/12**  
\_\_\_\_\_  
(Date)

**Exhibit A – Locations**

Location Name

Address

McHenry County Jail

2200 N. Seminary Avenue  
Woodstock, IL 60098



## Exhibit B – Equipment

- 1) **The Centralized ENFORCER® System configured as follows:**
  - Collect, PrePaid Collect & Debit Call Processing
  - Inmate Phone Monitoring & Recording
  - Software Licenses as applicable
  - Expanded Online Storage Capacity to Accommodate Additional Call Recordings and Call Detail Records
  
- 2) **Site Equipment as set forth in Request for Proposal #11-37, incorporated herein by reference (substitutions permitted with express Sheriff approval), including:**
  - Refresh 55 Stainless Steel Inmate Phone Instruments
  - 1 Krown 200 TTY/TDD phone
  - 20 G-Tel Enterprises Privacy Enclosures
  - Computer workstation with monitor, keyboard and mouse
  - HP DeskJet 1000 Printer/Copier/Scanner
  - ADTRAN Gateway with UPS
  - Juniper Netscreen firewall
  - Cisco SR224T-NA Switch
  - Racks, cables and connectors as needed
  
- 3) **Investigator Pro™ Voice Biometrics**
  
- 4) **Nexidia Keyword Search**
  
- 5) **Mutare Interactive Voice Response System**
  
- 6) **Inmate Voice Mail**

### Exhibit C – Call Rates

The following calling rates apply to calls from Sheriff locations:

<b>Collect Calls</b>		
Call Type	Per Call Charge	Per Minute Charge
Local	\$2.71	\$0.07
IntraLATA	\$2.71	\$0.10
InterLATA	\$2.50	\$0.24
Interstate	\$3.95	\$0.89
International	n/a	n/a

<b>Prepaid Collect Calls</b>		
Call Type	Per Call Charge	Per Minute Charge
Local	\$2.71	\$0.07
IntraLATA	\$2.71	\$0.10
InterLATA	\$2.50	\$0.24
Interstate	\$3.95	\$0.89
International	n/a	n/a

<b>Debit or Debit Card Calls</b>		
Call Type	Per Call Charge	Per Minute Charge
Local	\$2.71	\$0.07
IntraLATA	\$2.71	\$0.10
InterLATA	\$2.50	\$0.24
Interstate	\$3.95	\$0.89
International	\$3.00	\$1.00

**NOTES:** Call Rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees. Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Additionally, a \$1.00 fee will apply to each inmate voice mail message to be charged to the initiating party.

ICS reserves the right to increase the call rates proportional to any increase in dominant, common carrier rates that may become effective, subject to ICS providing 30 days' prior written notice thereof.

**Exhibit D – Commissions**

ICS agrees to pay **68.5% Commission** on gross collect, prepaid, and debit call revenue, and **50% Commission** on gross inmate voice mail revenue.

ICS will pay the above-stated Commission based on true gross revenue associated with all completed, accepted phone calls placed from the Sheriff Location(s) through ICS' inmate phone system. For Debit and Debit Card services, ICS shall invoice Sheriff for ICS's share of the Debit call revenue. Sheriff shall be responsible for refunds of unused balances on Debit accounts. No deductions shall be made for unbillable calls, line cost, transmission cost, bad debt, service expense or for any other expense associated with providing the services described herein.

The Commission payments will be made payable to the McHenry County Jail and mailed to:

McHenry County Sheriff  
2200 N. Seminary Ave.  
Woodstock, IL 60098

Additionally, ICS shall provide Sheriff with monthly management reports detailing the revenue and Commissions for each month.