

## PART I - CONTRACT

**Between  
Cook County  
And  
SECURUS Technologies, Inc.**

This Contract ("Contract") made and entered into by and between the County of Cook, Illinois, a body politic and corporate ("County") through its Bureau of Technology and SECURUS Technologies, Inc., a Delaware corporation, and its wholly owned subsidiary, Evercom Systems, Inc. ("Contractor"), pursuant to authorization from the Board granted on November 20, 2007 (Communication Number #289807); and

**WHEREAS**, the County makes available pay telephone services to detainees at the Cook County Sheriff's Department of Corrections ("CCDOC") and members of the public through pay telephones located in various County facilities; and

**WHEREAS**, the current contractor no longer is in the business of providing such services; and

**WHEREAS**, the County's Bureau of Technology has identified through a Request For Proposal process a contractor who possesses the requisite ability to install, maintain and operate a pay telephone system ("System") that meets the needs of the County and the CCDOC; and

**WHEREAS**, the Contractor is willing and able to install, maintain and operate such the System under the terms and conditions contained in this Contract;

**NOW THEREFORE**, in consideration of the premises and the mutual undertakings herein set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

### **I. RECITALS**

The above recitals are incorporated into this Contract as though fully set forth herein.

### **II. SCOPE OF CONTRACT**

The County provides detainees at the Cook County Sheriff's Department of Corrections facilities the ability to make telephone calls through a system of pay telephones located through the facilities. The system currently in place is no longer supported by the current contract and not only needs to be replaced, but a new System that is technologically advanced needs to be installed to take advantage of hardware and software improvements and well as the ability to provide enhanced services and options to the System users. In addition, the County makes available pay telephones to the public at various County facilities.

This Contract provides for the installation of all hardware and software components necessary to provide a fully functioning pay telephone system; adherence to all CCDOC security policies and procedures during such installation; the necessary programming of the System; operation and maintenance of the System; adherence to all CCDOC security policies and procedures during System operation and maintenance; accurate and timely reports of various aspects of the System's operation and use; accurate and timely collection and reporting of all revenues

generated by System users; and the accurate and timely reporting and payment of monies to the County as set forth herein.

Pursuant to this Contract, Contractor shall provide the Services described in Part III, Special Conditions in accordance with the terms set forth in this Contract.

### **III. TERM**

The Contract shall become effective on the date that the Cook County Board of Commissioners authorizes execution of this Agreement (the "Effective Date"), which date shall be after it has been executed by Contractor. The Contract's term shall commence on such date as the System is installed and operating, as determined solely by County ("Commencement Date"), and end three (3) years thereafter. By agreement of the parties, the Contract may be extended for no more than two (2) terms of one (1) year each. (Each initial or extended contract year, based upon the Commencement Date, a "Term Year".)

### **IV. COMPENSATION AND PAYMENT TERMS**

All services required of Contractor as set forth in this Contract shall be at no cost to the County. Contractor agrees to and shall pay to County the payments as set forth in Part III Special Conditions, Section VII Contractor Payments to County.

### **V. GENERAL CONDITIONS**

The Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions. Any capitalized terms used but not defined herein or in the Exhibits attached hereto shall have the meanings set forth in Part II, General Conditions, attached hereto.

### **VI. EXHIBITS**

The following documents are attached to his Contract and incorporated into the Contract:

Exhibit A: Contractor's Equipment List

### **VII. ORDER OF PRECEDENCE**

In the event that there is a conflict between or among any of the terms and conditions of the following documents specified below (which are collectively known as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority, shall be as follows:

1. Part I;
2. Part II – General Conditions;
3. Part III – Special Conditions
4. Exhibits.

The parties agree that the Contract is the complete agreement between the parties and replaces any prior oral or written agreement or communications between the parties relating to the subject matter hereof.

**PART II**  
**GENERAL CONDITIONS**

**GC-01 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, Sub-Contractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided. Contractor shall not be liable for any for indirect, incidental, special, or consequential damages.

**GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all Sub-Contractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any Sub-Contractor. Identification of Sub-Contractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All Sub-Contractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Sub-Contractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**GC-03 INSPECTION AND RESPONSIBILITY**

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor

shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected. "Deliverables" shall mean the supplies and equipment or any part or combination thereof, if applicable, which are to be provided to the County pursuant to this Contract.

#### GC-04 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

#### GC-05 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to Deliverables purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-01.

#### GC-06 INTENTIONALLY LEFT BLANK.

#### GC-07 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

#### GC-8 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be subject to the following process. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor, the Project Manager and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding unless Contractor provides the Purchasing Agent written notice of its objection to the Purchasing Agent's decision no later than five days after receipt of such decision. Upon the Purchasing Agent's receipt of

Contractor's notice, the parties will set a face to face meeting to attempt in good faith to resolve the dispute. The dispute resolution process as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

#### GC-9 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within fifteen (15) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within thirty (30) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

#### GC-10 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the fifteen (15) day cure period pursuant to General Condition GC-9, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity. Contractor's liability for any breach of this Contract shall be limited to the County's direct out-of-pocket damages, actually incurred, for obtaining replacement services of a substantially similar scope and nature to the services being provided by Contractor hereunder which under no circumstances shall exceed in the aggregate the amounts paid to the County by the Contractor under this Contract during the six (6) month period prior to the date the County alleges the breach occurred.

#### GC-11 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the thirty(30) day cure period pursuant to General Condition GC-9, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

#### GC-12 DELAYS

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

#### GC-13 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-13, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

#### GC-14 PATENTS, COPYRIGHTS AND LICENSES

In accordance with the provisions of this Section GC-14, Contractor grants the County the necessary licenses to use Contractor's System in the provision of services as described in this Contract.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

Grant of Software License. Contractor grants the County a limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with Contractor's applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that the Contractor implement in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. The County's rights to use any third-party software product that the Contractor provides shall be limited by the terms of the underlying license that Contractor obtained for such product. The Software is to be used solely for the County's internal business purposes in connection with the applications at the County's detention facilities. The County will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Contractor did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Contractor is not liable with regard to any Software that the County uses in a prohibited manner.

Ownership and Use. The hardware, software and associated applications and documentation for inmate call services ("System"), and related call records, not including recordings of detainee calls, data, and information provided by the Contractor in performing services shall at all times remain Contractor's sole and exclusive property unless prohibited by law, in which event, Contractor shall have the unlimited right to use such call records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and any extension thereto and for a period of five (5) years thereafter, Contractor will provide the County with reasonable access to the call records. Contractor (or its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Contractor's System, and its other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Contractor and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

Legality/Limited License Agreement. For services related to applications within the System which may allow the County to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the application, Contractor makes no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, the County retains custody and ownership of all call recordings, and inmate e-mail messages; however the County may grant Contractor access to recordings or inmate calls and access inmate e-mail messages if necessary for (i) complying with the requests of officials at the County's detention facilities, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions,

or (iv) maintaining equipment and quality control purposes. This access does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges. Such grant of access shall be exclusively determined by the Sheriff.

Confidentiality. The System and related call records and information (the "Confidential Information") shall at all times remain confidential to Contractor. The County agrees that it will not disclose such Confidential Information to any third party without Contractor's prior written consent. Because the County will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the System, the County shall only access the Software with computer systems that have effective firewall and anti-virus protection.

#### GC-15 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. Contractor shall assign only qualified individuals to the performance of its responsibilities under this Contract. Contractor warrants that at all time relevant to this Contract, it and its personnel and Sub-Contractors shall be eligible to participate in federally funded programs including, but not limited to, Medicaid and Medicare. To the extent that Illinois law requires that any person providing service under this Contract pass a criminal background check, Contractor shall secure such background check. Contractor shall not assign any individual to the performance of duties under this Contract if the individual fails the required criminal background check.

The Contractor shall provide the Project Manager with a list of all personnel who will visit County facilities and shall include with such list the names of all "key Contractor personnel" who will be primarily responsible for performing Contractor's obligations under the Contract. The list shall include the specific assignments and qualifications of each person named. With the exception of removals which are due to resignation or illness, Contractor shall not remove "key personnel" from assignment under the Contract without first obtaining the County's consent. Contractor shall not limit the ability of Contractor personnel to work for the County following the termination or expiration of this Contract. The Director may at any time request, in writing, that the Contractor remove any of the Contractor's assigned personnel and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, Sub-Contractors or others who may be retained by the Contractor with the approval of the County.

#### GC-16 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Sub-Contractors shall be the responsibility of the Contractor.

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

#### GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10



## POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and Sub-Contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A Contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business; or by a combination of the foregoing.

C. A Contractor's failure to carry out its MBE/WBE commitments in the course of a Contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

## II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a Contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a Contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a Contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the Contractor's proposal non-responsive and be rejected.

### A. Affirmative Action Plan

Each Contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If Contractor has no internal affirmative action plan, Contractor shall submit a statement stating why Contractor has no such plan. In lieu of an internal affirmative action plan, a Contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

### B. Contractor's MBE/WBE Efforts Documentation

Each Contractor shall submit with its proposal, supporting documentation which evidences efforts the Contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

### C. Contractor's Statement - Use of MBE/WBE Professionals

Each Contractor shall submit with its proposal, a statement which discloses how the Contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

### III. NON-COMPLIANCE

If the County of Cook determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the Contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

### IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, Contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

### V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to Contractor and Sub-Contractor obligations.

### GC-18 MATERIAL DATA SAFETY SHEET

As required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

### GC-19 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (§2-621 *et seq.*, Cook County Code of Ordinances). Neither the Contractor nor any of its employees, agents or Sub-Contractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

### GC-20 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or

damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

#### GC-21 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and Sub-Contractors to comply therewith. The Contractor shall confine the operations of its employees, agents and Sub-Contractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

#### GC-22 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

##### TO THE COUNTY:

COOK COUNTY PURCHASING AGENT  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number in all notices)

##### TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

#### GC-23 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full or in part, the parties shall arrange for an orderly migration to another vendor as soon as practicable. The Parties agree that, for purposes of payment by Contractor to the County from the date of termination to date of cessation of calls placed through Contractor, the Committed Annual Revenue Guarantee shall be set aside and Contractor will pay the County a commission on an "as earned basis" during that period in the amount of forty-five percent (45%) of the applicable gross revenues for all completed calls at County facilities, less unearned commissions prepaid by Contractor, if any. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

In the event the County exercises its right to termination for convenience, the County agrees to pay Contractor, as liquidated damages and not a penalty, a termination fee based on the sum of:

- (i) Contractor's amortized costs of installation and implementation, including but not limited to, labor, hardware, and other equipment such as telephone equipment, routers, IADs; workstations; and telephones;
- (ii) Any pass through expenses (without mark-up);
- (iii) Any termination costs, charges, or penalties assessed against Contractor by third party service/operator providers resulting directly and exclusively from the cessation of services provided under this Contract and reflecting what the remaining period of the contract would have been but for the termination; and
- (iv) Any other actual amounts incurred or expended by Contractor that will keep Contractor whole not to exceed \$100,000.00.

Notwithstanding anything to the contrary, any termination fee payable hereunder shall not exceed the amounts paid by Contractor to County up through the date of termination.

If County exercises its option pursuant to this Section GC 23, Contractor agrees to accept payment from the subsequent vendor which County has chosen to replace Contractor, to be paid within five (5) days from date of execution of the agreement between the County and the subsequent vendor.

#### GC-24 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Project Manager prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

#### GC-25 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

#### GC-26 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

Except as set out in GC-14, all documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

#### GC-27 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

#### GC-28 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Sub-Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Sub-Contractor involving transactions relating to the subcontract, or to such Sub-Contractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the

County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

#### GC-29 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

#### GC-30 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

#### GC-31 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

#### GC-32 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots. In addition Contractor reserves the right to renegotiate or terminate this Agreement upon sixty (60) days

advance written notice if circumstances other than those under its control related to the County's facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy; actions taken by the County for security reasons (such as lock-downs)) negatively impact Contractor's business; however, Contractor shall not unreasonably exercise such right. The right to renegotiate shall be contingent upon a showing by Contractor of the economic necessity resulting from the above circumstances and the right to terminate shall arise only after good faith efforts to renegotiate have failed.

#### GC-33 CONTRACT INTERPRETATION

Except where the context clearly indicates otherwise, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

#### GC-34 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and Sub-Contractors are, for all purposes arising out of the Contract, independent Contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or Sub-Contractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent Contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

### Part III – Special Conditions

#### Definitions:

“CCDOC” means the Cook County Sheriff’s Department of Corrections and all facilities under the control of the Sheriff used to hold or house detainees.

“County” means the County of Cook, Illinois through its Bureau of Technology.

“Execution Date” means the date on which the Board of Commissioners of Cook County authorizes execution of the Contract.

“System” means all of the components, whether or not located on County or CCDOC property, furnished or provided by Contractor that taken together provide detainees the ability to make telephone calls from the CCDOC and the public to make telephone calls from County facilities including but not limited to all hardware, software, programming, computer equipment, internal and external connections, telephones. Unless the context indicates otherwise, the use of the term shall refer to both the detainee and public telephones.

“Contractor” means SECURUS Technologies, Inc., and its wholly owned subsidiary, Evercom Systems, Inc., its officers, employees, agents and subcontractors.

#### Section I System Requirements

- 1.1. System shall use automated operator functions and call billing services.
- 1.2. System shall provide collect, prepaid, local, intra-LATA, inter-LATA, interstate, telephone services throughout the continental forty-eight states, Alaska, and Hawaii and internationally.
- 1.4. Contractor may purchase from the owner the telephone equipment currently in use at the County and CCDOC facilities covered by this Contract. If Contractor purchases such telephone equipment, for purposes of this Contract, the price paid by Contractor shall be the lower of the actual price paid or \$140,358.48.
- 1.5. Contractor shall pay all costs of whatever kind associated with the installation of its System including but not limited to equipment, software, programming, wiring, signage, telephones, telephone enclosures, Federal, State, and local legal and regulatory compliance, repairs to facilities, labor, and, if applicable, buying from the current vendor all or any portion of its system.
- 1.6. Upon the termination or expiration of this Contract, Contractor grants the County the option to purchase any of Contractor’s equipment listed in Exhibit A attached hereto and incorporated herein. The County’s



purchase price shall be the equipment unit cost less the accumulated depreciation at the time of the Contract's termination or expiration.

- 1.7. Contractor telephones shall be of rugged construction and be either stainless steel, have a corrosion resistant finish or a combination thereof.
- 1.8. Contractor telephones shall be suitable for a high use and high abuse corrections environment.
- 1.9. Contractor telephones shall be approximately 15 " H x 8"W x 4"D.
- 1.10. Contractor telephones shall be capable of being mounted to cement wall, block wall, stainless steel shrouded columns, and protected external enclosures.
- 1.11. Contractor telephones shall have protected (tamper-proof) wiring.
- 1.13. Contractor telephones shall not be capable of accepting any form of cash or payment by debit or credit cards from information spoken or keyed in by the caller.
- 1.14. Contractor shall provide each CCDOC facility with a number and type of portable telephone mutually agreed to between Contractor and CCDOC to address such needs as overflow housing, segregation or for ADA compliance.
- 1.15. Use of the portable telephone shall be managed solely by CCDOC.
- 1.16. Contractor shall mount the portable telephones back to back, on a rigid, castor wheeled cart, sized to fit through 36" wide doorframes.
- 1.17. Contractor's portable telephones shall be equipped with a telephone cord encased in armored flex tubing, shall be permanently attached to the cart and shall be capable of being plugged into pre-positioned outlet locations. Such outlet locations shall be designated by the CCDOC.
- 1.18. Contractor portable telephones shall be usable indoors and outdoors.
- 1.19. Contractor telephones shall be tamper-proof with shockproof keypads and encased in rugged steel housings.
- 1.20. Contractor telephone handsets shall have sealed transmitter and receiver caps, suitable for heavy use and abuse locations with no external removable parts.
- 1.21. Contractor telephones shall have an armored flex tubing receiver cord twelve (12) inches in length.
- 1.22. Contractor telephone receiver cord shall extend from that portion of the telephone housing that eliminates or minimizes the risk of suicide by hanging.

- 1.23. Contractor telephones shall be water resistant and fire resistant.
- 1.24. Contractor telephones shall have key-locked mountings to the wall.
- 1.25. Contractor telephones shall be designed for use by the hearing impaired with amplified handsets and a volume control device that allows the caller to increase or decrease the volume of the headset earpiece.
- 1.26. Contractor telephones must comply with Americans with Disabilities Act (ADA), and Telephone Devices for the Deaf (TDD) regulations and standards. Regardless of the nature or type of such equipment used for detainees, the System shall have the capability to restrict, monitor, record and retrieve calls to the same extent as all other detainee telephones.
- 1.27. Contractor shall equip each CCDOC facility with TDD instruments, the number of which shall be mutually agreed to between Contractor and CCDOC.
- 1.28. System shall be able to turn telephones connected to the System on or off from a remote location.
- 1.29. System shall have a both manual and automated on/off switch capability. Manual switches shall be placed at locations within each CCDOC facility mutually agreed to between Contractor and CCDOC.
- 1.30. Contractor telephones shall not have any coin return slots.
- 1.31. Contractor telephones, except for Telephone Devices for the Deaf (TDD) phones, shall be exclusively line powered and require no additional power sources or batteries.
- 1.32. Contractor telephones shall fully comply with Federal Communications Commission regulations and Underwriter Laboratory standards.
- 1.33. System shall comply with local electrical codes.
134. System shall have an Uninterruptible Power Supply (UPS) backup system capable of operating the System for at least four (4) hours in the event of a power loss. To the extent that any portion of the System utilizes any location not on County property, such location(s) shall have the same UPS backup capability.
- 1.35. System shall operate in coordination with the CCDOC's generator back-up power supply which is set for a two (2) minute wait to switch over to generator power from the power company supply.
- 1.36. System shall be capable of completing collect or pre-paid calls within 7 (seven) seconds (from receiver off hook to call placement to recipient), without the need for access to a live operator.

- 1.37. System shall prompt the caller to select the appropriate language by pressing the appropriate keypad digit.
- 1.38. Contractor and County shall mutually agree to the languages supported by the System.
- 1.39. System shall prompt the caller to select either collect or pre-paid by pressing the appropriate keypad digit.
- 1.40. System shall announce the caller's account balance at the beginning of each prepaid debit call, and the call shall only be placed if the account has sufficient funds to pay for at least a one minute call.
- 1.41. System shall assign to each detainee a personal identification number (PIN) to be used by the detainee to make calls.
- 1.42. At the request of County, Contractor shall cause the System to utilize voice recognition to ensure that the caller is the detainee to whom the PIN was issued.
- 1.43. System shall verify that a telephone number being called is an authorized number (not blocked, restricted, or non-billable), prior to placing a detainee call to that telephone number.
- 1.44. System shall only continue placement of a detainee call to authorized telephone numbers for that caller.
- 1.45. System shall block detainee calls to unauthorized telephone numbers and the caller notified that the call is to an unauthorized or blocked telephone number and will not be completed.
- 1.46. System shall notify the detainee caller and the recipient if a collect call is to a non-billable or restricted number and the System shall then afford the caller or the recipient the opportunity to complete the call utilizing pre-paid call services. If the caller or the recipient decline to utilize pre-paid call services, future calls to that number shall be blocked, pending use of pre-paid call services for that number.
- 1.47. System shall mute the detainee caller's handset during call set-up except when the caller is responding to prompts initiated by the System or the recipient has accepted the call.
- 1.48. System shall disable the caller's telephone keypad during call set-up except when the caller is responding to prompts initiated by the System.
- 1.49. Vendor shall implement a risk mitigation strategy that addresses the inherent risks related to the use of pre-paid phone services.
- 1.50. Contractor shall redeem within fifteen (15) days of a request by the purchaser, the balance on pre-paid phone services purchased for use with the System.

- 1.51. The Contractor agrees that the redemption process must allow the detainee to transfer the remaining balance to a newly purchased or existing prepaid telephone calling account.
- 1.52. Contractor agrees that the redemption process shall enable detainees to obtain the unused balance in full at the time of release from the CCDOC. Such redemption process may be in the form of a new pre-paid card that is disbursed via a user-friendly kiosk system.
- 1.53. If Contractor elects to utilize a kiosk system for the purchase of pre-paid phone services or as part of the redemption process, such kiosk system shall be developed, installed, staffed and supported solely at the Contractor's expense.
- 1.54. Contractor's utilization of a kiosk system shall be subject to the joint approval of County's Bureau of Technology and Department of Capital Planning and the CCDOC, prior to its implementation.
- 1.55. Contractor shall provide, prior to implementation, a Pre-Paid Services Project Plan which shall describe in detail how the pre-paid program will be operated, including but not limited to staffing, management, hours of operation, procedures, policies and how issues related to pre-paid services will be managed.
- 1.56. Contractor shall, subject to County approval prior to implementation, separately track and report revenue received from pre-paid services.
- 1.57. Contractor shall provide a Family Plan to detainees and their families and shall provide to County a complete and detailed description of such Plan prior to implementation.
- 1.58. System shall notify the call recipient, upon answering the telephone, by means of a pre-recorded call branding announcement and system prompt, the caller as a CCDOC detainee.
- 1.59. System shall, when a detainee places a call, notify the caller with a script approved by the County that the call may be monitored or recorded, that consent to such monitoring and recording must be given before the call can be placed and that no special calling features are permitted during the call.
- 1.60. System shall announce to the call recipient, with a script approved by the County, that the call is coming from a named detainee being held in a CCDOC facility, that the call may be monitored or recorded, that consent to the monitoring or recording must be given to complete the call and that the use of special calling features are not permitted during the call.
- 1.61. System shall announce to the call recipient of a collect call, with a script approved by the County, that it is a collect call, that the collect call charges will be billed to the call recipient's telephone number, how

they can accept the collect call or how they can deny the collect call and block this call and any future calls to this number.

- 1.62. System shall un-mute the detainee caller's handset upon acceptance of the call by the call recipient, however, the caller's telephone keypad shall remain disabled throughout the call.
- 1.63. System shall, upon call termination, disconnect the line to the destination telephone number, mute the telephone handset, and keep the telephone keypad disabled, except when its use is required to respond to prompts initiated by the System.
- 1.64. System shall be capable of interrupting / disconnecting detainee telephone calls when unauthorized or illegal activities are detected, and provide a pre-recorded announcement stating the reason for the call interruption. The System shall record the illegal activity and Contractor shall promptly report it to the CCDOC.
- 1.65. System shall record and archive all detainee telephone calls attempted, blocked, accepted, and completed, including any calls that were interrupted or disconnected and the reason for interruption or disconnection.
- 1.66. System shall operate all hours of each day, except for pre-arranged and County approved downtime for System maintenance, and be capable of doing so with the simultaneous usage of all telephones in all facilities.
- 1.67. System shall permit programming by:
  - a. Telephone.
  - b. Cellblock.
  - c. Floor.
  - d. Day room.
  - e. Dormitory.
  - f. Facility.
  - g. System wide.
- 1.68. System shall be capable of enabling or disabling detainee telephone operations by time of day and day of week.
- 1.69. System shall permit enabling or disabling telephones remotely throughout the system.

- 1.70. System shall be capable of remotely limiting the duration of detainee telephone calls from 0 to 60 minutes in 5 minutes increments. The call duration permitted shall be specified from time to time by the CCDOC.
- 1.71. System shall be capable of setting call duration limits by:
- a. Telephone.
  - b. Cellblock
  - c. Floor
  - d. Day room
  - e. Dormitory
  - f. Facility
  - g. System wide
- 1.72. System shall permit the administration of an authorized call list containing the telephone numbers that detainees are authorized to call.
- 1.73. County and CCDOC shall determine the point at which a detainee can create an authorized call list, which list shall be maintained until the detainee is released.
- 1.74. Contractor shall only make changes to a detainee's authorized call list pursuant to procedures authorized by CCDOC.
- 1.75. The System shall permit detainee calls to 311 or their attorneys only pursuant to procedures determined by CCDOC.
- 1.76. System shall, prior to completing a connection, compare the dialed number with a list of telephone numbers known to be private attorneys and public defenders and if the dialed number is on this list, the system shall automatically disable monitoring and recording of that call.
- 1.77. System shall permit only collect and pre-paid telephone calls pursuant to procedures authorized by the County and CCDOC.
- 1.78. System shall disable all incoming calls to telephones in CCDOC facilities.
- 1.79. System shall reject any attempted incoming calls and appropriate information (if available) shall be recorded, archived, and reported to the County and CCDOC.

- 1.80. System shall maintain a database of blocked telephone numbers.
- 1.81. System shall block calls by:
  - a. Area code.
  - b. Prefix
  - c. Destination number.
- 1.82. System shall permit calls only to telephone numbers appearing on a detainee's authorized call list.
- 1.83. System shall detect and block attempted collect calls to non-billable numbers.
- 1.84. System shall employ security safeguards to detect and block attempted three-way calls.
- 1.85. System shall record and archive information on any detected detainee three-way call attempts and Contractor shall promptly notify CCDOC of such attempted calls.
- 1.86. System shall employ security safeguards to detect and block attempted call forwarding of detainee calls.
- 1.87. System shall record and archive information on any detected attempted call forwarding of detainee calls and Contractor shall promptly notify CCDOC of such attempted calls.
- 1.88. System shall detect and block attempted collect calls to cell phone numbers.
- 1.89. System shall permit pre-paid detainee telephone calls to authorized cell phone numbers pursuant to procedures authorized by the CCDOC.
- 1.90. System shall not permit detainee telephone calls to a live operator.
- 1.91. System shall only permit detainee telephone call by automated operator assisted collect or pre-paid calls to authorized numbers only.
- 1.92. System shall not permit detainee telephone calls to special calling services and/or adult content sites.
- 1.93. System shall not permit detainee telephone call attempts by utilizing numeric access codes to alternative calling plans provided by other long distance service Contractors.
- 1.94. System shall not permit the use of commercially available debit calling cards.
- 1.95. System shall detect and block detainee telephone calls intended to cause a public nuisance. CCDOC shall provide Contractor with a list of telephone numbers likely to be targets of public nuisance calls, which Contractor shall use to block such calls.

- 1.96. Contractor, County and CCDOC staff shall jointly develop and maintain a list of unauthorized telephone numbers to be blocked and update the list at least quarterly.
- 1.97. System shall detect detainee call attempts to unauthorized telephone numbers and appropriate information regarding such calls shall be recorded, archived, and the CCDOC shall be promptly notified.
- 1.98. (a) System shall permit the real-time monitoring and recording of detainee telephone calls regardless of location of call or telephone used. CCDOC shall be capable of monitoring a detainee's call while the call is in progress with no delay in transmission of the audio.
- (b) The System shall permit CCDOC to listen to a detainee conversation in-progress on a real-time basis and have the conversation recorded at the same time. All conversations currently in progress shall be displayed on a System Console from which CCDOC may select the desired conversation to monitor. Once a selection is made, the requested conversation will be directed to the integrated monitoring module. System shall identify when a detainee telephone call is privileged, e.g. with the detainee's attorney.
- (c) The System shall permit CCDOC to select specific dialed numbers, lines, or detainee PINs to be recorded. The System shall simultaneously record all non-privileged detainee calls.
- (d) System shall also be capable of the automated remote forwarding of flagged detainee calls to an investigators' telephone for remote monitoring—no matter where the investigator is located.
- 1.99. Contractor shall install a System Administration Console at each CCDOC facility to permit the administration, monitoring and recording of detainee phone calls.
- 1.100. System shall record all designated detainee telephone calls at facilities designated by CCDOC.
- 1.102. System shall identify the subscriber information associated with the detainee called telephone numbers.
- 1.103. System shall permit the retrieval of recorded detainee telephone calls by telephone, group of telephones, facility and number called.
- 1.104. System shall store on-line recorded detainee telephone calls for at least one year.
- 1.105. System shall be able to retrieve archived detainee telephone calls expeditiously.
- 1.106. All recorded calls shall be archived by Contractor for the length of the contract. Within fifteen (15) days of the termination or expiration of this Contract, Contractor shall transfer all recorded calls to mutually agreed off-line media in a mutually agreed format; which format shall permit the CCDOC to search, locate and access the recorded calls without having to utilize specialized software.



1.107. System shall permit access to the following information for each recorded detainee telephone calls:

- a. Salutory call announcement.
- b. Date and time the telephone call was placed and terminated
- c. Location from which the telephone call was placed.
- d. The telephone number that was called.
- e. Duration of the telephone call.
- f. PIN number, if applicable.

1.108. In addition to the System recording and archiving detainee telephone calls, each System Administrator Console shall be capable of copy and save recorded detainee telephone calls, whether the call is live or archived, to a mutually agreed off-line media in a mutually agreed format.

1.109. System shall permit retrieval of a recorded detainee telephone call by a desktop computer using a Microsoft Windows NT<sup>®</sup>, 2000<sup>®</sup>, or XP<sup>®</sup> operating system.

1.110. System shall copy archived recorded detainee telephone calls to external media at a minimum rate of five calls per minute.

1.112. System shall record detainee telephone calls regardless of length of such call.

1.113. System shall automatically generate a file name for each recorded detainee telephone call or permit the manual naming of such file.

1.114. System shall security encode each recorded detainee telephone call, or any copy thereof, in order to detect any attempted alteration.

1.115. Contractor shall develop and implement procedures and schedules for the archiving of recorded detainee telephone calls to off-line media.

1.116. (a) System shall be capable of recovering all inmate telephone data for all locations, to the point of full service operation, using a data backup. Contractor shall perform all service and database back-ups and archiving as well as provide all archival hardware, supplies, network and recovery procedures that will ensure that no data is lost.

(b) Contractor shall provide full backup redundancy of hardware and software. All information and support of the network shall be duplicated in a disaster recovery location off site from Contractor's main

site. System shall record all data with a historical transaction record and stored/archived for retrieval/backup in a database on a schedule determined by County in accordance with the following:

- All historical data shall be centrally stored and accessible for reporting purposes;
- Such Data shall be available for reporting in a standard transaction file format;
- All current and historical data files shall be retained as specified for a period of five (5) years by Contractor. "Off-line records shall be in a format readily accessible to County upon request;
- The data files shall be available at no charge to County for a period of five (5) years after the termination or expiration of this Contract.

(c) All of the data shall be stored by Contractor in an offsite, centralized database and backed up at multiple locations across the nation.

(d) Recordings of detainee telephone calls stored or archived by Contractor shall only be accessed by individuals authorized by County.

(e) System shall have multiple security levels and be password protected. System shall have a multi-level password scheme specifically designed to allow County and CCDOC administrators the ability to assign different levels of access to individuals based on the need to use different features of the System.

1.117. Contractor shall implement a disaster recovery plan that shall include, but not be limited to, backup procedures and schedules, off site duplicate storage and disaster recovery procedures. Such plan shall be acceptable to the County and CCDOC.

1.118. Contractor shall have a Systems Management Plan for maintaining reliable detainee telephone services which shall include a single-point-of-contact for every service call that may arise 24 hours per day, 7 days per week, 365 days a year. All service calls may be reported on a 24-hour toll-free number maintained by Contractor. A service call shall result in a trouble ticket being created with a severity level assignment and such assignment level shall be used to determine the order in which such services call shall be scheduled.

1.119. (a) Contractor shall implement a Business Continuity Plan that will ensure full System functionality in the event of an outage. Contractor shall have a local service response team to respond and repair any service issue within 2 to 4 hours of a system outage. Once a system fault is identified, a notification shall result in a response from an internal technician of the issue through resolution that shall involve the field support services group as needed.

(b) Inmate telephone equipment shall be polled in real-time by a remote diagnostic system. Contractor shall have a central network operations center that shall be staffed 24/7/365. The CCDOC shall be notified immediately upon the occurrence of non-performing equipment.

- 1.120. System shall be designed and implemented to provide effective and efficient System administration functions. Such functions shall include, but are not limited to, the following:
- a. System start-up/shut-down, initialization, configuration and back up.
  - b. System operational status reporting and unauthorized activity alerts.
  - c. Detainee call monitoring, recording, archiving and retrieval.
  - d. Detainee call management, account set-up and billing.
  - e. System troubleshooting, maintenance and repair.
  - f. Timely and accurate recording and reporting of call volume.
- 1.121. Contractor shall install System Administration Consoles, the number and location of which shall be jointly determined by Contractor, County and CCDOC
- 1.122. System shall permit monitoring more than one detainee telephone call at a time, and shall record all detainee telephone calls simultaneously.
- 1.123. A System Administration Console shall be capable of monitoring up to 100 detainee telephones.
- 1.124. Contractor shall configure each System Administration Console with one (1) wide screen (nineteen (19) inch or larger) flat panel, color display and one (1) color laser printer.
- 1.125. System Administration Consoles shall provide real time system status displays, including the current operational status of all telephones provided pursuant to this Contract.
- 1.126. The System shall be capable of implementing multi security levels with password protection. Administrative access to the System shall utilize a multi-level user encrypted password system that requires a known login ID and password before access is granted. System operators must have a security clearance based on passwords, user-IDs, and security levels to gain access to any individual features of the calling platform. A continuous historical audit trail shall be utilized to monitor the access and flow of data and information to and from the computer system. The audit trail shall record a user ID code and change date with each administrative modification. The System shall permit the creation and maintenance of user groups.
- 1.127. (a) Contractor shall implement System technical security safeguards to restrict access to detainee information except as required by System administrators or key management personnel, authorized by the CCDOC in writing, to manage the System.

(b) All user groups and users within those groups shall be created, modified and deleted by the County's security administrator or, subject to approval by County's security administrator, by Contractor's system administrator. Periodic review of user access authorization shall be performed on a mutually agreed schedule by Contractor's system representatives to assist County in determining whether such user access authorization remains appropriate.

1.128. Contractor shall implement administrative safeguards which shall include, but are not limited to, background checks on all Contractor employees, sub-contractors and sub-contractor employees or any individuals retained by either Contractor or sub-contractor who perform work on the System, regardless of their assigned work location. Contractor shall provide County and CCDCO with a copy of its Workforce Security Policies and Procedures, which shall be subject to County's approval.

## **Section II                      Installation/Conversion**

- 2.1. Within five (5) days of the Effective Date, Contractor shall provide County and CCDOC with a Project Plan in sufficient detail to validate the scope of work that will be performed during the 120 days conversion period required by Section 2.3 below.
- 2.2. Within sixty (60) days of the Effective Date, Contractor shall provide Project Control Documents, to the County's Bureau of Technology and the CCDOC. The Control Documents shall include but are not limited to, the following: a list of the telephones, telephone numbers, install locations, equipment specifications, wiring diagrams, signage, and system configurations. The Contractor shall update and re-distribute said documents weekly through the conversion period set forth in Section 2.3 below and then every six months for the remainder of the Contract..
- 2.3. Contractor shall, within one hundred and twenty (120) days of the Effective Date, convert the existing telephone system and all the telephone equipment in place at the Effective Date to Contractor's system and equipment.
- 2.4. Contractor's plan to convert to its System within the period set forth in Section 2.3 above shall address current compliance gaps.
- 2.5. Contractor's Project Plan shall include all activities, dependencies, sub-tasks, number of assigned personnel, role and responsibility of each, including those assigned to the sub-contractors, evidence of training/experience level of all personnel, progress goals at thirty (30), sixty (60), ninety (90) and one hundred twenty (120) day milestones.

- 2.6. Contractor shall meet with County representatives weekly, or more often at County's request, during the conversion period set forth in Section 2.3 above, to validate the progress against the Project Plan.
- 2.7. Contractor's Project Plan shall minimize the interruption to the CCDOC operations and, except for those County and CCDOC persons directly working with Contractor, the involvement of County and CCDOC staff.
- 2.8. Contractor Project Plan, and all assigned personnel, shall be subject to the approval of the County's Bureau of Technology and Department of Capital Planning and the CCDOC prior to implementation of the Plan.
- 2.9. Within ninety (90) days of the Effective Date, Contractor shall provide a detailed Project Management Plan that shall set forth the management and staffing of the System during the first year of the Contract.
- 2.10. Within ninety (90) days of the Effective Date, Contractor shall provide an operational Service Level Agreement (SLA) on all installed equipment, complete with procedures for repairs and service of that equipment.
- 2.11. Contractor's Project Management Plan and the SLA shall be subject to the approval of the County's Bureau of Technology and Department of Capital Planning and the CCDOC prior to implementation.
- 2.12. Contractor shall provide the County with a copy of the detailed Operations and System configuration manual.
- 2.13. (a) Contractor shall develop a detailed System Integration and Test Plan for the phased integration of Contractor's automated operator detainee telephone systems and equipment. During implementation, Contractor shall work closely with County to ensure the installation schedules are closely monitored as each site is cutover and the installation procedures are complete. Periodic coordination meetings with County and CCDOC shall occur to review action items and activities during installation phases. The Implementation Plan for the Inmate Telephones and Coin Telephones will be updated throughout the process. Each specific site is surveyed and network lines are ordered. Equipment identified from the site survey is ordered and equipment forecasts are entered into the ordering and financial management System. The system equipment is assembled, and forwarded to a staging and testing area prior to shipment.  
  
(b) Each system is placed under 'stress-testing' for 7 days, before it leaves the production facility. This testing procedure simulates that all ports on the system are in constant use 24 hours straight, for 7 days. The system is again tested onsite to insure total functionality. Test calls are placed from each

station port to each trunk. The network integration is validated through a battery of tests that include frame testing and file transmission.

(c) More than 130 individual component tests will be tested and completed by the project manager and field technicians previous to beginning the 30-day operation period, Including:

- Place local Calls and listen to voice prompts
- Select Spanish prompts
- Place intraLATA, and interLATA calls
- Attempt to call blocked numbers
- Print sample call detail reports at the workstation
- Verify that site received user manuals
- Confirm and Test Prepaid calling
- Attempt a 3-way call
- Listen/monitor and active call
- Query Recorded Call information
- Place a call to a privileged number
- All recording and monitoring functions

Assign and test PIN accounts. Complete Test calls for PINs

- 2.14. Contractor assumes full liability for any loss or damage to all telephone devices and equipment, except loss or damage caused by County or CCDOC personnel, and under no circumstances shall Contractor seek to recover from County for any such loss or damage.
- 2.15 Contractor agrees that the CCDOC shall have the right to review and approve all telephone systems and equipment prior to installation.
- 2.16. Contractor agrees that all equipment is subject to the approval of the CCDOC.
- 2.18. All premises wiring systems installed by Contractor shall be in accordance with the local electrical code and said work must be approved by the County's Capital Planning Department.
- 2.19. Any wiring installed by Contractor in CCDOC facilities shall be concealed or installed in metal conduit. All such wiring shall become the property of the County.
- 2.20. Contractor shall install telephone enclosures as required by the CCDOC.
- 2.21. Contractor telephone enclosures shall be subject to approval of the CCDOC.

### **Section III System Operation**

3.1. Contractor shall submit monthly reports to the County and CCDCO pertaining to the operation and maintenance of the System, including but not limited to the date of the last backup and archive of the System data and such other content as agreed to by the parties.

3.2. (a) System shall be capable of dynamically generating ad hoc reports related to detainee telephone use. The System's shall be capable of providing routine scheduled reports or reports on an ad hoc basis. The System shall be capable of searches and call detail analysis on all calls placed from each inmate telephone through the System which includes but is not necessarily limited to date, time and duration, telephone number or origination and destination, if utilized, inmate ID, and reason for termination. Call details are kept on all call attempts, except those to blocked numbers.

(b) The System shall be capable of customizing standard reports by varying search criteria such as date range, facility, or call length.

(c) The System shall be capable of permitting authorized facility personnel access to call detail information and statistical data including standard reports with parameter fields that allow the user to define the information content of each report based on the following criteria options:

- Per Originating phone location
- Detainee PIN Number
- Destination number (partial and/or full number entry)
- Date and time range
- Call duration and call frequency
- Call type (i.e. completed, incomplete, blocked, etc.)
- Number restriction and/or status assignment
- Personal allowed number cross referencing
- Graphical display of call fluctuation
- Local, intraLATA, interLATA, interstate and international
- Broad search with no data entry
- Suspected fraudulent call activity

(d) The System shall be capable of compiling the data and displaying the information on a workstation monitor in report format in a matter of seconds regardless of the volume of information retrieved. The System shall also provide multiple functions for call playback, copying calls to remote media and restoring calls from an archival mode.

(e) The System shall also be capable of allowing County to produce fully customizable reports specific to the County's requirements.

(f) The System shall be capable of providing County with the ability to access, share and review call record detail, commission information, and service request status online—anywhere and anytime.

#### **Section IV System Maintenance**

- 4.1. Contractor shall provide all and sufficient labor, parts, materials, technical personnel, and transportation necessary to maintain the System at 99.9% availability daily.
- 4.2. Contractor shall develop and implement Incident Management procedures, subject to the approval of the County and the CCDOC that will be used to report system and equipment problems monthly. When a facility requires a service visit for any reason including routine maintenance, a service ticket shall be opened to track the event and allow for further analysis of any system issues and/or performance. Information on the issue shall be gathered by the certified technician to ensure that Contractor's response has been commensurate and appropriate with the service event. Diagnosis of the event will determine if the request or repair can be performed remotely or if on site trouble shooting assistance by Contractor's local field technical force working is necessary. All service events, whether resolved remotely or via an on site visit, shall be tracked and our customers are given the ability to provide feedback to us on how we have performed and if we have met their expectations. Further, the service event will be assessed to avoid repetitive service issues which may indicate a system deficiency issue or fraudulent activity.
- 4.3. Contractor shall have readily available sufficient essential tools and parts inventories for repair and maintenance of System.
- 4.4. Contractor shall maintain maintenance records and submit reports to County and CCDOC describing System problems encountered and corrective action taken on a mutually agreed schedule.
- 4.5. Contractor shall schedule System preventative maintenance to cause the least amount of interruption to CCDOC operations. Such schedule shall be subject to CCDOC approval.
- 4.6. Only Service Technicians and other Contractor personnel authorized by the CCDOC shall be permitted access to CCDOC facilities. Contractor shall submit required information about such persons to the CCDOC sufficiently in advance to permit CCDOC to determine if such persons shall be authorized.



- 4.7. Contractor shall provide CCDOC each Monday a list of the names of Contractor personnel who may be required to access a CCDOC facility that week.
- 4.8. Contractor shall provide repair service to all County locations within twenty-four (24) hours of receipt of a service request.
- 4.9. (a) Contractor shall have a twenty-four (24) hour repair service request reporting telephone number or email address. For routine service requests, Contractor shall respond to the service problem within four (4) hours of the initial request for service by the County through the use of remote testing or access. Records of testing and compliance with this requirement shall be reported to County monthly.
- (b) Contractor shall contact County with the following information within six (6) hours of the initial service request:
- Remote testing results, if applicable; or
  - An update of the remote testing process, if applicable; or
  - Notice that a technician has been dispatched and the estimated time of arrival at the County site.
- Should the County facility not be equipped for remote access, Contractor shall have a qualified technician, suitably equipped for the installed service, on-site at the County facility within twelve (12) business hours from the time of the initial request for service report.
- 4.10. Contractor shall own and maintain, at its expense, all telephones and the County shall have no ownership interest in or management or maintenance responsibility for any telephones furnished by Contractor pursuant to this Contract.

**Section V                      Phone Call Charges**

- 5.1. Contractor shall be solely responsible for comprehensive billing services for all collect, pre-paid, local, intra-LATA, inter-LATA, interstate, and international telephone systems and services in accordance with applicable Federal, State and Local statutes and regulations.
- 5.2. Contractor's billing system shall record data for all calls completed (appropriate call data and billing information), and calls that were not completed (appropriate call data and reason for non-completion).

## Section VI Collections

- 6.1. Contractor shall submit to County a monthly report in an electronic format and with content mutually agreed-upon to substantiate monthly call volume and computation of payments due County.
- 6.2. Contractor shall provide full documentation for the report required by Section 6.1 above including record layouts, data dictionaries, and any other information that will allow the County to process Contractor's electronic data and validate its computations.
- 6.3. Contractor shall not make any changes to the report required by Section 6.1 above (either paper or electronic media) or to any -related procedures without providing the County (120) days written notice of such change.
- 6.4. Contractor shall provide programming consultation, at no charge, that allows County to successfully establish electronic processes to validate the Contractor's monthly revenue; and a process to generate ad hoc management reports.
- 6.5. Failure of Contractor to comply with the requirements set forth by Sections 6.1 to 6.4 above shall entitle County to dispute the revenue and terminate the contract at the Contractor's expense.
- 6.6. The Contractor shall generate a duplicate copy of the report required by Section 6.1 above and retain each as a backup until such time as the County has completed its validation of the data and acknowledged acceptance of said data.
- 6.7. The Contractor shall maintain the master records from which the report required by Section 6.1 above is generated for a period of not less than thirty-six (36) months subsequent to the month that the report covers.
- 6.8. The Contractor shall submit a monthly report to County to validate all deposits for all payments due County pursuant to this Contract, i.e. CAG payments, Adjustment Payments, Late Payment Penalties, etc.
- 6.9. Contractor agrees that failure to provide the report required by Section 6.1 above to substantiate electronic payments to the County shall entitle County to dispute the payments and to terminate the contract at the Contractor's expense.

## Section VII Contractor Payments To County

- 7.1. Contractor shall pay to County pursuant to this Contract for each Term Year an Estimated Annual Payment ("EAP") as set forth below.
- 7.2. (a.) Contractor's EAP for the first Term Year of this Contract shall be Seven million three hundred thousand dollars and no cents (\$7,300,000.00) payable as follows. An initial EAP installment of Two million one hundred thousand and no dollars (\$2,100,000.00) shall be paid within five (5) days of the Effective Date. Each quarter after the first quarter of the first Term Year a payment shall be made in the amount of One million eight hundred thousand and no dollars (\$1,800,000.00) for three (3) quarters.
- (b.) The EAP for the second and each subsequent Term Year shall be equal to fifty-seven and one-half percent (57.5%) of the actual revenue for the immediately preceding Term Year. This EAP shall be payable in four equal quarterly payments as provided in this Part VII.
- (c.) For purposes of this Part VII, revenue shall be defined as the gross revenues due Contractor from all telephone calls from any of Contractor's equipment covered by this Contract without any reduction or deduction for unbilled, unbillable, or uncollected telephone calls or bad debt expense related to those telephone calls.
- 7.3. All EAP payments shall be done by electronic fund transfer into an account designated by County.
- 7.4. Each quarterly EAP payment after the initial EAP payment shall be due no later than five (5) days after the end of the applicable quarter.
- 7.5. Contractor shall pay a Late Payment Penalty, equal to 10% of the EAP quarterly amount, for an EAP payment received by County after the 15<sup>th</sup> of the month in which the payment is due and for each subsequent month in which that payment has not been made by the first of the month.
- 7.6. Such Late Payment Penalties shall be paid by electronic fund transfer to an account designated by County.
- 7.7. An Adjustment Payment shall be made each Term Year based on actual revenues as follows. Within fifteen (15) days after the end of each Term Year, the actual revenue for that Term Year shall be multiplied by fifty-seven and one-half percent (57.5%) (the "Calculated Amount"). The EAP paid during the applicable Term Year shall be compared to the Calculated Amount. If the Calculated Amount is higher than the EAP, the difference between the two amounts shall be paid with the next EAP

quarterly payment due County. If the Calculated Amount is less than the EAP paid, the difference between the two amounts shall be deducted from the next EAP quarterly payment due County.

- 7.8. No Adjustment Payment shall be due until both parties have agreed on the amount due. The Adjustment Payment is subject to the Late Payment Penalty set forth in 7.5 above.

**Exhibit A**  
**EQUIPMENT COST & DEPRECIATION SCHEDULE**

<b>Equipment Description</b>	<b>Equipment Unit Cost</b>	<b>Depreciation Schedule</b>
Telephones Equipment	\$341.25	Straight line over 5 years
Call processing	\$99,822.00	Straight line over 7 years
Network Equipment	\$13,743.00	Straight line over 5 years
Workstations	\$1,155.65	Straight line over 5 years
Kiosk	\$9,753.00	Straight line over 5 years

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ECONOMIC DISCLOSURE STATEMENT

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
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3	PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION GOALS	EDS-5/6
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5	ACKNOWLEDGEMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE	EDS-14/15
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9	PROPOSAL ACCEPTANCE, COOK COUNTY	EDS-25

**MBE/WBE UTILIZATION PLAN**  
**Section I**

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

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

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).

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

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

1. Name of MBE/WBE: FSH Communications, LLC  
Address: 100 W. Monroe St., Suite 2101  
e-mail: steven.loggans@fshcommunications.com  
Contact Person: Steven Loggans Phone: 312-269-9937  
Dollar Amount Participation: \$4,200,000  
Percent Amount of Participation: \_\_\_\_\_ 35 %  
\*Letter of Intent attached? Yes  No

2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

\* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

**III. Indirect Participation of MBE/WBE Firms**

NOTE: This section need not be completed if the MBE/WBE goals have been met through the Direct Participation. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall demonstrate that the proposed MBE/WBE Direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

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

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of indirect Participation \$ \_\_\_\_\_  
Percent Amount of indirect Participation: \_\_\_\_\_  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
e-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of indirect Participation \$ \_\_\_\_\_  
Percent Amount of indirect Participation: \_\_\_\_\_  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

\* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.



COOK COUNTY LETTER OF INTENT  
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: \_\_\_\_\_ / \_\_\_\_\_

From: \_\_\_\_\_  
(MBE/WBE Firm)

To: \_\_\_\_\_ and the County of Cook  
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. **All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>	
1. _____	\$ _____	% _____
2. _____	\$ _____	% _____
3. _____	\$ _____	% _____
4. _____	\$ _____	% _____
Total: \$ _____		% _____

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I \_\_\_\_\_ (print name)  
the \_\_\_\_\_ (title) and duly authorized representative  
of the \_\_\_\_\_ (MBE/WBE firm) affirm that  
the foregoing information is true and correct and the services, supplies, and/or  
project indicated above will be supplies/performed for the above indicated total  
dollar amount \$ \_\_\_\_\_ which represents the above indicated total  
percentage \_\_\_\_\_ % for the contract amount \$ \_\_\_\_\_.

\_\_\_\_\_  
(Signature of affiant) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Date)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(Notary's Signature) \_\_\_\_\_ (Notary Seal)

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, \_\_\_\_\_ (print name)  
the \_\_\_\_\_ (title) and duly authorized  
representative of the \_\_\_\_\_ (Bidder Proposer firm)  
affirm that the foregoing information is true and correct and the services,  
supplies, and/or project indicated above will be supplies/performed for the  
above indicated total dollar amount \$ \_\_\_\_\_ which represents the  
above indicated total percentage \_\_\_\_\_ % for the contract amount  
\$ \_\_\_\_\_.

\_\_\_\_\_  
(Signature of affiant)

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

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary Seal)

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION  
(SECTION 3)

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER
- FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- \_\_\_\_\_ % of Reduction for MBE Participation
- \_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)
- (2) the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)
- (3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)
- (4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation **(please attach)**
  
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business **(please attach)**
  
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services **(please attach)**
  
- (4) Use the services and assistance of the Office of Contract Compliance Staff **(please explain)**
  
- (5) Engaged MBEs & WBEs for indirect participation **(please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**EXHIBIT II COOK COUNTY LETTER OF INTENT**

**FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR COSULTANT**

Contract Title & Number: Inmate Telephones

From: FSH Communications, LLC.  
(Name of MBE/WBE Firm)

To: SECURUS Technologies and the County of Cook  
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Each item supplied or service performed will be detailed under Fee/Cost with all items/services totaled to equal the full dollar amount of the Letter of Intent. *All services performed or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.*

<u>Description of Service/Supply</u>	<u>Estimated Approximate FSH Annual Revenue Share</u>	
<u>FSH communications, LLC.</u> will receive 35% of the net profit associated with the prime contract with the county and, accordingly, will participate on a 35% basis in all revenues and costs with Securus, the prime contractor. FSH will provide a capital investment throughout the life of Cook County's inmate phone contract and FSH service will represent 35% responsibility for all service, equipment, communication network access expense, all other operating costs, and commissions paid to Cook County. The profit split will be calculated based on a formula provided for in the subcontractor agreement between Securus and FSH.	\$4,200,000.00	35%
		\$
Total		\$4,200,000.00 35%

If more space is needed to fully describe the MBE/WBE firm's description of service/supply and/or fee/cost, attach additional sheets.

**THE UNDERSIGNED PARTIES AGREE** that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. *The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.*

Upon Penalty of perjury, I Keith P. Morris (print name)

the Chief Financial Officer (title) and duly authorized representative of the

MBE and/or WBE FSH Communications (firm name) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be supplied/performed for the above indicated dollar amount of \$ 4,200,000 which represents the above indicated percentage of 35% of this contract bid amount of \$ 12,000,000

Keith P. Morris  
(Signature of affiant)

11/07/07  
Date

Subscribed and sworn to before me this 7 day of Nov, 2007

Gayle Lynn Basgall  
(Notary's Signature)

**OFFICIAL SEAL**  
**Gayle Lynn Basgall**

(rev. 6/06)

**Notary Public, State of Illinois F-10**  
**My Commissions Expires 8/6/11**

SS1.64

**EXHIBIT II COOK COUNTY LETTER OF INTENT**

Page 2 of 2

Upon Penalty of perjury, I Richard Falcone (print name)

the CEO (title) and duly authorized representative of the

Prime Bidder Securus Technologies (firm name) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$4,200,000 which represents the above indicated percentage of 35% of this contract bid amount of \$12,000,000 per previous

Richard Falcone

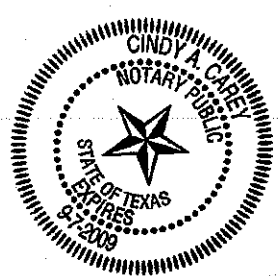
Page 02 11/7/07

11/7/07  
(Signature of affiant)

(Date)

Subscribed and sworn to before me this 7th day of November, 2007

Cindy A. Carey  
(Notary's Signature) (Notary Seal)



CONTRACTOR CERTIFICATIONS

(SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of two (2) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal if that person or business entity,

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted by federal, state or local government of an act committed, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government.
- (d) Has been convicted of an act committed, by federal, state or local government of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of federal, state or local government.
- (f) Has been convicted of defrauding or attempting to defraud any state, federal, local government or school district in the State of Illinois,
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,
- (h) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- (i) Has, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (j) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses.
- (k) Has, within a two-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default;
- (l) Has, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the County or by the federal government, any state, or any other unit of local government.

- (m) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (l) above.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:**

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m).

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

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

- B.1** Neither the Contracting Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

**B.2 BUSINESS RELATIONSHIPS WITH COOK COUNTY ELECTED OFFICIALS**

Has the Contracting Party had a "business relationship" with any County elected official in the 12 months before the date these Execution Forms were signed?

Yes       No

If yes, please identify below the name(s) of such County elected officials and describe such relationship(s):

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/2-11).

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** it will provide a drug free workplace as per the requirements of Public Act 86-1459.



D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993)

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

H. LOCAL BUSINESS PREFERENCE (adopted March 6, 1997)

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

1.) Is bidder/proposer a "Local Business" as defined above?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

2.) How many persons are currently employed on a full-time basis by bidder/proposer? \_\_\_\_\_

3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, list such bidder/proposer business addresses:

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

4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, list such bidder/proposer business addresses:

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

(Attach Additional Sheets if Necessary)

5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? \_\_\_\_\_

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** he/she has personal knowledge of the information provided above and that the information provided is correct.

I. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)

The Cook County Living Wage Ordinance mandates that a base wage of \$9.43 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

J. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$25,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If the Contracting Party is unable to certify to any of the above statements in this part, Vendor Certifications, the Contracting Party must explain below:

---

If the letters, "NA", the word "None" or no response appears above, it will conclusively presumed that the Contracting Party certified to the above statements.



## Cook County Affidavit of Child Support Obligations

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealer's licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan; and contracts exceeding the value of \$10,000.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

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

### Privilege Information

County Privilege: \_\_\_\_\_

County Department: \_\_\_\_\_

### Applicant Information

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

SS# (last four digits): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone #: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Driver's License #: \_\_\_\_\_

### Child Support Obligation Information

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

- A. The applicant has no judicially or administratively ordered child support obligations.
- B. The applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The applicant is delinquent in paying judicially or administratively ordered child support obligations.
- D. The applicant is not a substantial owner as defined above.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_, Notary Public

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

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

Business: \_\_\_\_\_

Relationship to Contractor: \_\_\_\_\_

(Subcontractor, Attorney or Lobbyist, etc., please indicate fees to be paid or to be retained or anticipated).

Fees: \_\_\_\_\_

## CONTRACTOR CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IN THE EVENT THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

### A. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-7.1.

Chapter 10, Section 10-7.1. of the Ordinances and Resolutions of the County of Cook provide as follow:

10-7.1. - PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity,

(a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity.

(b) Has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust and Clayton Act. Act. 15 U.S.C. Section 1 et seq.

(c) Has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois.

(d) Has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust and Clayton Act. Act. 15 U.S.C. Section 1 et seq.

(e) Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois.

(f) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois,

(g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such a person or business entity was subject to prosecution for the offense or offenses admitted to,

(h) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (f) above. (Ord. 7-2-79, p. 4213.)

**THE UNDERSIGNED HEREBY CERTIFIES THAT:**

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1 (a) through (h) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1, (a) through (h);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h).

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

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN, THAT:** it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/3).

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:** it will provide a drug free workplace as per the requirements of Public Act 86-1459.

**D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6 .1.**

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:** it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

**E. COOK COUNTY HUMRM RIGHTS ORDINANCE CHAPTER 25. SECTION 25-76 (adopted March 16, 1993)**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public

Accommodations, housing, or provision of County facilities, services or programs.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

**F. ILLINOIS HUMAN RIGHTS ACT**

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM. HEREIN THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

**G. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)**

The Cook County Living Wage Ordinance mandates that a base wage of \$7.60 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement requiring Board approval whereby the County is committed to or does expend funds in connection with the agreement or a subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM. HEREIN THAT;

it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

**H. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)**

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.



"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

**SECURUS has read and understands.**

**SECURUS is a corporation and is owned by H.I.G. Capital, a leading private equity firm. There are no "Substantial Owners" as described above.**

If not applicable (ie. there are no Substantial Owners as defined above) you must indicate here that "there are no Substantial Owners as defined above":

\_\_\_\_\_ (check here, if applicable)

There are no Substantial Owners, as defined above.

**SECURUS has read and understands.**

**SECURUS is a corporation and is owned by H.I.G. Capital, a leading private equity firm. There are no "Substantial Owners" as described above.**

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
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\_\_\_\_\_  
\_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Home Phone#: \_\_\_\_\_

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
---------------------------	---	---------------

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

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

City, State, Zip: \_\_\_\_\_

Home Phone#: \_\_\_\_\_

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
---------------------------	---	---------------

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

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

City, State, Zip: \_\_\_\_\_

Home Phone#: \_\_\_\_\_

Substantial Owner Name	Substantial Owner Social Security Number	Date of Birth
---------------------------	---	---------------

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

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

City, State, Zip: \_\_\_\_\_

Home Phone#: \_\_\_\_\_

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT:

he/she has personal knowledge of the information provided above and that the information provided is correct.

**I. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)**

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland as defined in Illinois Public Act 85-1390.

**THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT;** it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

**J. LOCAL BUSINESS PREFERENCE (adopted March 6, 1997)**

The Purchasing Agent shall, in the purchase of all supplies, services and construction by sealed RFP bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible nonlocal business by more than two percent (2%).

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

1.) Is bidder/proposer a "Local Business" as defined above?

Yes:  No: \_\_\_\_\_

2.) How many persons are currently employed on a full-time basis by bidder/proposer? SECURUS currently has approximately 600 employees.

3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised? Yes: \_\_\_\_\_ No:

If yes, list such bidder/proposer business addresses:

4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes:  No: \_\_\_\_\_

If yes, list such bidder/proposer business address:

(Attach Additional Sheets if Necessary)

**SECURUS has read, understands and will comply.**

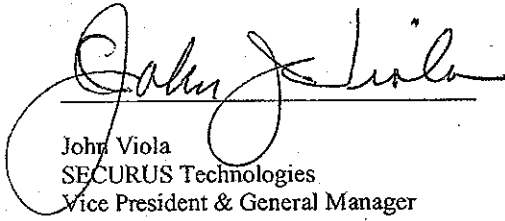
**SECURUS' corporate headquarters is located at 14651 Dallas Parkway, Dallas, Texas 75254. SECURUS' has a nationwide installed base of approximately 3,000 facilities in 49 states. We currently provide inmate phone services and solutions to 74 County Jails, 6 (six) Municipal Jails and 6 (six) County operated Juvenile Detention Centers in the State of Illinois.**

5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? \_\_\_\_\_

**SECURUS has read and understands.**

**SECURUS Technologies has zero (0) employees within Cook County. Informity Network, Ltd. (subcontractor) has 15 employees within Cook County.**

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

  
John Viola  
SECURUS Technologies  
Vice President & General Manager

**ACKNOWLEDGMENTS, CONTRACT INCORPORATION,**  
**COMPLIANCE, PENALTIES, DISCLOSURE**  
**(SECTION 5)**

The Contracting Party understands and agrees that:

- A. By completing and filing this, the Contracting Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the County may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the County in connection with the Matter, whether procurement, County assistance, or other County action, and are material inducements to the County's execution of any contractor taking other action with respect to the Matter. The Contracting Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312)603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Contracting Party must comply fully with the applicable ordinances.
- D. If the County determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the County may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Contracting Party's participation in the Matter and/or declining to allow the Contracting Party to participate in other transactions with the County. Remedies at law for a false statement of material fact may include incarceration and an award to the County of treble damages:
- E. It is the County's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Contracting Party waives and releases any possible rights or claims which it may have against the County in connection with the public release of information contained in this EDS and also authorizes the County to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Contracting Party must supplement this EDS up to the time the County takes action on the Matter. If the Matter is a contract being handled by the Office of the Purchasing Agent, the contracting Party must update this EDS as the contract requires.

The Contracting Party represents and warrants that:

- G. The Contracting Party has not withheld or reserved any disclosures as to economic interests in the Contracting Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County agency action.

**CERTIFICATION**

Under penalty of perjury, the person signing below warrants that he/she is authorized to execute this EDS on behalf of the Contracting Party and warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the County.

SECURUS Technologies

Print or type name of Contracting Party

By:

John J. Viola

Print or type name of person signing

Vice President & General Manager

Print or type title of person signing

April 3, 2008

Date

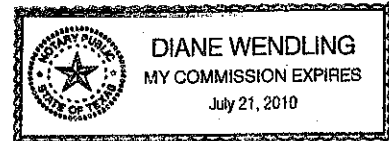
Signed and sworn to before me this 17<sup>th</sup> day of April, 2008

Diane Wendling

Notary Public Signature

Notary Seal

Commission Expires: July 21, 2010



EXECUTION BY A SOLE PROPRIETOR  
(SECTION 6)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number \_\_\_\_\_ and Addenda Number(s) \_\_\_\_\_ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

\* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

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

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

\*\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: X \_\_\_\_\_

Date : \_\_\_\_\_

Subscribed and Sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 200\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

\*\* If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

EDS-16

**EXECUTION BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

\* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

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

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

\*\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: X \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

\*\* If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.  
EDS-17



EXECUTION BY A SOLE PROPRIETOR  
(SECTION 6)

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BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

\* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

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

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

\*\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: X \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and Sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_, 200\_\_.

My commission expires:

X \_\_\_\_\_

Notary Public Signature

Notary Seal

\* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

\*\* If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)

(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number \_\_\_\_\_ and Addenda Number(s) \_\_\_\_\_ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

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

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS.

\*\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

\*\*\* BY: X \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature Notary Seal

\* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

\*\* If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

\*\*\* Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)

(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number \_\_\_\_\_ and Addenda Number(s) \_\_\_\_\_ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:  
PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_

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\*\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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\*\*\* BY: X \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

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EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)

(SECTION 7)

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BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

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

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SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

\*\*\* BY: X \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature Notary Seal

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**EXECUTION BY A CORPORATION**

(Section 8)

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BUSINESS NAME: SECURUS Technologies

BUSINESS ADDRESS: 14651 Dallas Parkway, Dallas, TX, 75254

BUSINESS TELEPHONE: 972-277-0300 FAX NUMBER: 972-277-0301

CONTACT PERSON: John Viola - Vice President & General Manager

FEIN: 20-0722940 \*IL CORPORATE FILE NUMBER: 598587714

\*\* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.

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

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Richard Falcone VICE PRESIDENT: John Viola

SECRETARY: Dennis Reinhold TREASURER: Keith Kelson

\*\*\*SIGNATURE OF PRESIDENT: X Richard Falcone

ATTEST: X D.T. Wendling (CORPORATE SECRETARY)

Subscribed and Sworn to before me this 17<sup>th</sup> day of April, 2008. My commission expires:

X Diane Wendling  
Notary Public Signature

July 21, 2010  
Notary Seal



- \* If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- \*\* Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- \*\*\* In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

EXECUTION BY A CORPORATION

(Section 8)

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FEIN: 20-0722940 \*IL CORPORATE FILE NUMBER: 598587714

\*\* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.  
PERMANENT INDEX NUMBER(S): Not applicable

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Richard Falcone VICE PRESIDENT: John Viola

SECRETARY: Dennis Reinhold TREASURER: Keith Kelson

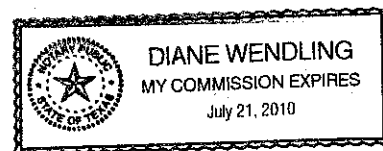
\*\*\*SIGNATURE OF PRESIDENT: X *Richard Falcone*

ATTEST: X *DTR* (CORPORATE SECRETARY)

Subscribed and Sworn to before me this 17<sup>th</sup> day  
of April, 2008. My commission expires:

X *Diane Wendling*  
Notary Public Signature

*July 21, 2010*  
Notary Seal



- \* If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
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**EXECUTION BY A CORPORATION**

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\*\* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.

PERMANENT INDEX NUMBER(S): Not applicable

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Richard Falcone VICE PRESIDENT: John Viola

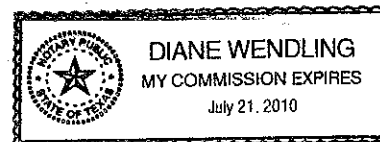
SECRETARY: Dennis Reinhold TREASURER: Keith Kelson

\*\*\*SIGNATURE OF PRESIDENT: X *Richard Falcone*

ATTEST: X *D. Wendling* (CORPORATE SECRETARY)

Subscribed and Sworn to before me this 17<sup>th</sup> day  
of April, 2008. My commission expires:

X *Diane Wendling*  
Notary Public Signature *July 21, 2010*  
Notary Seal



- \* If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- \*\* Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- \*\*\* In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

PROPOSAL ACCEPTANCE

(SECTION 9)

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number 08-25-256

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 0  
(DOLLARS AND CENTS)

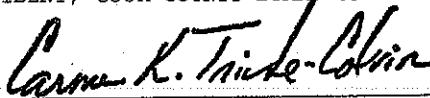
FUND CHARGEABLE: \_\_\_\_\_

DATED AT CHICAGO, ILLINOIS THIS 20 DAY

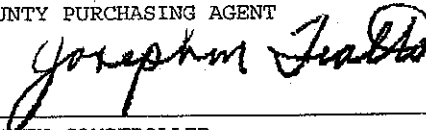
OF November, 2007.



PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS



COOK COUNTY PURCHASING AGENT



COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 17 2008

COM \_\_\_\_\_