

# County of McHenry Request for Proposal

## RFP # 13-29

### Web Based Video Visitation Service

April 10, 2013

This Request for Proposal (RFP) is for the purpose of, contracting with a qualified firm to provide Web Based Video Visitation as a service to the County of McHenry as outlined within this document. All requirements are as per specifications enclosed herein. The County is seeking a multiple year agreement with a start date estimated on or before June 1, 2013 through November 30, 2013. Year two (2) will be December 1, 2013 through November 30, 2014, Year three (3) December 1, 2014 through November 30, 2015 and subject to continuing need, County Board approval and availability of funds, Year four (4) December 1, 2015 through November 30, 2016, Year five (5) December 1, 2016 through November 30, 2017.

**GENERAL REQUIREMENT:** This is a Request for Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and one (1) copy of the complete proposal are to be submitted.**

**SUBMISSION LOCATION:**

**Mailing Address:**

Purchasing Department  
McHenry County Administration Building  
2200 N. Seminary Avenue Room 200  
Woodstock IL 60098

**Drop Off In Person:**

Purchasing Department  
McHenry County Administration Building  
667 Ware Road Room 200  
Woodstock IL 60098  
Phone: (815) 334-4818  
Fax: (815) 334-4680

**CONTACT PERSON:**

Mr. Donald A. Gray  
Director of Purchasing

**SUBMISSION DATE AND TIME:**

**2:00 PM, (CST) May 6, 2013**

Proposals received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

### SCHEDULE OF EVENTS

April 12, 2013-----	RFP Available
April 18, 2013-----	Pre-Proposal Meeting, County Sheriff's Correction Center, 2200 N. Seminary Ave., Correction Center Conference Room , Woodstock IL at 2:00PM (CST)

April 24, 2013-----	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
April 29, 2013-----	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
May 6, 2013-----	RFP due in Purchasing at 2:00 P.M.(CST)
May 6, 2013 – May 29, 2013-----	Evaluation, Committee recommendation, Award of Contract and Notification to Successful Vendor

## GENERAL INFORMATION

### REQUEST FOR PROPOSALS

#### DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible vendor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. **Award** will be based on the criteria set forth herein.

#### RECEIPT and HANDLING of PROPOSALS

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing vendors.

#### EVALUATION of PROPOSAL

The proposals submitted by vendors shall be evaluated solely in accordance with the criteria set forth in the RFP.

#### DISCUSSION of PROPOSAL

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other vendor.

#### NEGOTIATIONS

The County of McHenry reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Vendor.

#### NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a vendor's proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

### TERMS AND CONDITIONS

#### AUTHORITY

This Request for Proposals is issued pursuant to applicable provisions of the **McHenry County Purchasing Ordinance**, approved December 1, 2006. This ordinance is incorporated by reference into this RFP as if it were contained herein. If you desire a copy of this ordinance, contact the Director of Purchasing.

### RESERVED RIGHTS

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. ***Unless otherwise specified by the offeror, the County has no less than one hundred and twenty (120) days to accept.*** The County may seek clarification from a vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

### INCURRED COSTS

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

### AWARD

Award shall be made by the McHenry County Board to the most responsive and responsible vendor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

### CRITERIA for SELECTION

The following criteria and point system shall be used by the selection team to determine the firm or individual(s) most qualified and best suited to perform the work:

1. Qualifications and experience for the specific scope of services as set forth herein (50pts).
2. Cost Proposal based on the contract description (5 pts)
3. Compliance with requirements of this RFP (40 pts).
4. References provided (5 points)

Total 100 points

### NON-DISCRIMINATION

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

### SECURITY

The Vendor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants to the County of McHenry that the Vendor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on

behalf of any person or entity named as Specially Designated National and Blocked Person. The Vendor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

#### PREVAILING WAGE

The State of Illinois requires that all wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended. This requires payment of the general prevailing rate for each craft or type of worker, including payment of the general prevailing rate for legal holiday and overtime work. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/agency/idol/rates.htm](http://www.state.il.us/agency/idol/rates.htm). The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. A copy of the prevailing wage rates is posted on the McHenry County website at [www.co.mchenry.il.us](http://www.co.mchenry.il.us) under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Vendors may access the Illinois Department of Labor website for updates [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol).

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

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

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

#### INCREASED PENALTIES for PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

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

For violations that occur after January 1, 2006, the debarment period --during which Vendors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a

new monetary penalty of \$5,000 may be assessed against Vendors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

#### OSHA REQUIREMENTS

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

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

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

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

#### PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

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

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

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

products, products designed to be recycled, and other environmentally responsible products.

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

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

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

#### PURCHASE EXTENSION

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

#### PROTEST PROCEDURES

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

#### ADDENDUM

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

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

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

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

TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

PAYMENTS

The Vendor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

VENDOR RESPONSIBILITIES

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Vendor attempts to make such an assignment without the written consent of the County, the Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Vendors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

CHOICE OF LAW AND VENUE

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

RECOURSE for UNSATISFACTORY MATERIALS

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

### TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the Vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the Vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

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

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

### REJECTION of BIDS, WAIVER of IRREGULARITIES

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

### DELIVERY

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

### WORKMANSHIP

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

### QUALIFICATIONS

Each firm submitting an RFP for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.



## INSURANCE

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

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

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

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

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

- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

## EVIDENCE of INSURANCE

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

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;

- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

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

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

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

The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

**HOLD HARMLESS CLAUSE**

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

### EVALUATION

Evaluation of proposals will be done by the Director of Purchasing and associated County staff. Proposals will be evaluated on experience in doing projects of a similar nature and adherence to specifications.

### DIRECTIONS FOR SUBMISSION

Qualified individuals or firms are to submit one (1) original and one (1) copy of the completed proposal along with any support documentation to:

Mr. Donald A. Gray  
Director of Purchasing  
McHenry County Administration Building  
2200 N. Seminary Avenue, Room 200  
Woodstock, Illinois 60098

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All proposals must be received by **2:00 p.m. (CST) on May 6, 2013**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

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

### SUBMITTAL

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

### **PRICING**

Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

### FREIGHT

Freight is all inclusive unless otherwise stated.

### FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

OVERVIEW:

The McHenry County Adult Correctional Facility incarcerates individuals accused of crimes and awaiting trial and those sentenced to serve less than a year in jail. The facility also houses individuals for I.C.E. (Immigration Customs Enforcement), BOP (Bureau of Prisons), the U.S. Marshalls and the United States Navy through contractual agreements.

Inmates/Detainees are housed according to classification and assigned to one of five housing blocks in the jail. Each housing block consists of 4-6 'sections' with capacities from 12 to 64 inmates/detainees.

Housing Unit	# of beds	Current # Video Stations
2-1	32	5 Units *
2-2	32	
2-3	32	
2-4	32	
2-5	20	
2-6	12	
3-1	32	5 Units *
3-2	32	
3-3	32	
3-4	32	
3-5	20	
3-6	12	
4-1	64	3 Units
4-2	64	3 Units
4-3	28	1 Units
4-4	8	1 Units
5-1	64	3 Units
5-2	64	3 Units
5-3	8	1 Units
5-4	24	1 Units
Block 6	34	2 Units
Public Side		17 Units
Booking Area*		
*visiting units on the 2 <sup>nd</sup> floor are retrofitted into original face-to-face visiting areas located just outside of housing units. There is currently work being completed to add wiring and infrastructure inside the		

housing units on the 2<sup>nd</sup> floor and to the male and female waiting area of Booking

Visiting booths on the 3<sup>rd</sup> floor are all located within each housing unit.

The desire is to have all visiting units located within each housing unit.

The jail has a capacity of 650 beds with an average daily population of 541. Approximately 40% of the inmate/detainee population claims local residence; approximately 10% are non-local but in-state and approximately 50% claim residence outside the state.

Currently, all public visitation is conducted through in-house video stations with twenty-eight (28) inmate video stations located throughout the facility and seventeen (17) public video stations located in the front lobby of the jail. The current video visitation system was purchased from Cremer and installed in 2005.

Public visitation is conducted 7 days each week. Inmates/Detainees are currently allowed one (1) visit each week which lasts up to thirty (30) minutes.

## **SCOPE**

The County of McHenry is seeking proposals from qualified companies to be responsible for the installation of video visitation stations which will be wall-mounted or mounted into free standing units, computer software application designed to use internet browsing programs and be capable of providing on-site video visitation. Vendor will provide and install parts and equipment as follows: all pieces and parts of the solution.

The system must be capable of accepting flat files of data from its jail/prison management system to the system that will supply inmate names, numbers, housing locations and other necessary information. The vendor will work with the County to determine what information is required so the system's visitation scheduling function will work properly and will administer visitation within the County's policies. Vendor will be responsible for any costs associated with necessary interfaces between systems.

The system may be Cloud-Based and may allow access to it by computers using Microsoft, Apple and Linux operating systems using one of the major Internet browsing programs, such as Internet Explorer, Mozilla Firefox, Google Chrome, Apple Safari, etc., without requiring the download and/or installation or configuration of special software. The system must be capable of streaming High Definition video up to 30 frames per second. The County must be able to "blind monitor" non-confidential visits, where visitors are unaware of the monitoring, from on site and/or off-site locations. The system may manage timed visitation periods with automatic termination at the end of the prescribed time. The system must utilize secure connections for conferencing and storage.

Vendor will provide a sufficient number of Stations to accommodate the facility population.

**All costs associated with the installation, hardware, software, repairs and servicing will be the responsibility of the vendor.**

## **SPECIFICATIONS**

The visitation stations and their equipment will meet the following minimum specifications:

- a) Handsets attached to the Station and interfaced with audio and video on computer
- b) Handsets made of heavy molded plastic with 18" armored cords
- c) Notification to both the inmate and visitor that visits are subject to monitoring and/or recording.

The following features will allow the County to provide Video Visitation Services.

- a) The system will allow a Browser-Based video conference between inmates and their visitors without the visitors having to download any proprietary software onto their computer to conduct the visit (other than one of the browsers listed in this RFP, should the visitor not already have one installed)
- b) The system will have both public and internal GUIs that will:
  - i) Register different types of users for Browser-Based video visiting
  - ii) Process payments by participants for remote visits
  - iii) Have the ability for an approved external visitor to enter a video visit
  - iv) Have the ability to post and regularly update inmate and visitation information
  - v) Have the ability to initiate on-site visitations conducted at the County without requiring payment
  - vi) Allow other related information to be posted on the site
- c) The system will have Browser-Based Video Visitation with VOIP
- d) Visitations with multiple visitors in one visitation session will be possible
- e) The system will be permissions based to allow different users to have access to different privileges in the System, as defined by the County
- f) The system will have High Definition video streaming capabilities
- g) The system will perform at a rate of up to 30 video frames per second for 2-party visitations
- h) The system will be able to white-list IP addresses
- i) The system will have comprehensive visitation reporting capabilities with filtering options
- j) The system will display notifications on the screens of visitors and inmates in both English and Spanish that their visit is being monitored and recorded. Other languages available should be listed in the proposal.
- k) The system will have a web-enabled Dashboard for visitation management purposes

- l) The system will furnish the following capabilities for the County Administrator(s):
  - i) Setup visitations designated by user type (standard or professional) with preset conditions
    - (1) User type visitation information will be displayed during visits
  - ii) Begin & end meetings at will (“Ad Hoc” visits)
  - iii) Set a time duration for visitations that will automatically end them after the designated time
  - iv) Blind monitor non-confidential visits so the participants aren’t aware of the monitoring
  
- m) The system will have a Scheduling/Calendar Module that will:
  - i) Block out access to Stations’ times that are already scheduled
  - ii) Allow scheduling of visits only on terminals available at the requested time and in the requested location
  - iii) Allow County Administrator(s) to easily:
    - (1) Review visitation requests made in a specified time frame
    - (2) View a list of scheduled visits for all stations
    - (3) View a list of scheduled visits for specific stations
    - (4) Easily cancel scheduled visitations that become unavailable and allow selection of the reason for the cancellation, which will be posted to the System database
    - (5) Easily move visits when necessary
    - (6) Easily notify public visitors of any intervention made to a scheduled visit
  
- n) The system will have a defined process for scheduling visitations
  
- o) The visitation system will have visitation recording
  - i) Recordings will have automated management capabilities
  - ii) Vendor will store the recordings in its Cloud-Based off-site storage servers for the life of the contract plus 2 years, at no cost to County.
  - iii) Recordings will be stored on a secure server
  - iv) Recordings will have a method to determine if information was altered
  - v) Recordings will be in the form of a digital file
  - vi) Recordings will be made available for use using standard non-proprietary application(s)
  - vii) Recordings will be accessible via a web portal
  - viii) Recordings will be searchable and sortable by a variety of fields including: ascending and descending date and time, name of inmate, name of visitors, visiting station and ID number.
  - ix) Recordings will be downloadable for review and can be saved to a hard drive
  - x) Access to recordings and logging will be permissions based
  - xi) Recordings will be date & time stamped
  - xii) Recordings will have archiving capabilities
  
- p) Vendor will process payments for visits and report all financial data to the County. County personnel should also have access to reports.
  
- q) Vendor will distribute proceeds according to the provisions of the agreement

- r) Vendor will provide technical support to the County and customer support to visitors at no charge to Facility

On-site training will be provided to County to train personnel to perform the administrator functions. Video training materials will also be provided.

Installation of the equipment must be scheduled so as to create minimal disruption to the daily operations of the facility as well as minimal interruption to visitation.

### **SYSTEM FUNCTIONALITY**

Video visitation conducted with the system entirely on site, with all participants located at the County, must be available to all approved visitors including, but not limited to, inmate friends, family, and attorneys by scheduling a visit using the system's scheduling website or by contacting or visiting the facility visitation department. On-site visiting must be offered at no charge to the visitor or the inmate/detainee being visited. The system should also allow these visits to be conducted ad-hoc, or on demand, without prior scheduling.

Remote video visitation conducted with the system via the Internet, with one or more visitors not located at the County, must be available to all approved visitors including, but not limited to, inmate friends, family, and attorneys by accessing a system website and by scheduling and paying for a video visit using the system software via the internet. The system must allow multiple additional visitors to participate in a single visit with an inmate and must be capable of charging a visitation fee for each participant other than the inmate. It must also be capable of allowing Facility and other County employees/departments and/or others to participate in multi-party video conferences with each other and be capable of charging a fee for participants if desired.

The system must create a new revenue source for the Facility by having the ability to charge a fee when visitors take advantage of the convenience of visiting from remote locations not situated at the facility. Remote locations should include international as well.

At no expense to the County, County staff must be trained in the use of the system to facilitate all on site and remote browser-based visitations and to administer the system.

Whenever possible, visitation stations will be mounted inside inmate pods/blocks/day rooms so inmates do not need to be moved out of the secure area to conduct visits. When a visitation station is not in use, the system will display the schedule for its current day's visits on its monitor. The County's staff will also be able to check, via the dashboard, the visitation schedule for the current day and summon the inmate to the appropriate video visitation station at the scheduled time. The system will be capable of auto-launching visits, based on the visitation station location and availability, or the staff may launch visits manually. Visits must automatically terminate at the end of prescribed conference periods or they can be terminated prior to the allotted time by the visitation staff.

The system must help facilitate inmate visitation due to its ease of use and its on site and remote capabilities, allowing the County to better allocate vital staffing resources. Vendor must provide verifiable documentation of its system having successfully conducted a minimum



of 1000 visits per month at a single County with a visitation session failure rate of less than one percent.

Public visitors will easily be able to schedule on-site and remote inmate visitations online through a public facing website using Internet browsing programs, such as Internet Explorer, Mozilla Firefox, Google Chrome, etc., and without requiring the download and/or installation or configuration of special software. Public visitors must be able to create an account via the Internet at a public facing website and to schedule visits with their selected inmate without requiring the assistance of County staff. The system's scheduling function must integrate remote visits with on-site visits to allow for a master schedule of all visits. The system must utilize information received from the jail/prison management system in order to appropriately schedule visits, to manage any necessary schedule changes and to administer visit quotas, restrictions, etc. If a visit is cancelled by the County or due to inmate unavailability, the system will send an email to the participant(s) informing them of the cancellation.

The inmate must have no access to a keyboard, a mouse or a computer as part of the system and no access to the Internet other than the ability to participate in a visit controlled by the system.

The system must differentiate between professional visitors and standard visitors and will have differing guidelines and procedures for their registration.

The remote visitors will pay a fee to the awarded vendor for the convenience of browser-based remote visitation. A percentage of the net revenue generated from remote visitation will be shared with the County. The percentage and the processes and guidelines required will be determined during negotiations of the agreement between the facility and the awarded vendor.

### **USAGE AND SUPPORT SYSTEM**

Vendor must allow inmates and visitors to use the system to conduct video visits throughout the term of the agreement.

Technical support by vendor-trained and certified technicians will be available to support the system. Response time for trouble calls must be within four hours of notification by the County. Service needed on site must be within 24 hours from when the Vendor makes a determination such service is needed, unless otherwise agreed to on a case-by-case basis by the County.

### **WORKING CONDITIONS**

The McHenry County Jail is a secured facility. Special rules and regulations, which will apply to the Vendor, any subcontractor of the Vendor, or their employees, with regards to these facilities are as follows:

Upon request, the Vendor will furnish to the Sheriff's Department sufficient personnel data on all individuals who require access to the facilities to allow the Sheriff's Department to conduct background investigations. Such information will include, but not necessarily be limited to,

individual's name, address, date of birth, social security number, and driver's license number. The McHenry County Sheriff's Department reserves the right to immediately refuse access to the facility to any individuals it deems unsuitable for any reason, and the Vendor will promptly assign an individual acceptable to the Sheriff's Department.

Access to the facilities is restricted and the Vendor's employees will strictly observe all rules and regulations with regards to security.

### **INSTALLATION**

The Vendor will make every effort to avoid any system down-time during normal use of the current inmate visitation system when installing the web based video visitation system. The normal use of this system is between the hours of 9:00 a.m. thru 10:00 p.m. seven days a week. All disruption in service **must** be approved in advance of any work planned. Vendor must work close with the County Correctional Facility during this period.

**THIS PAGE IS MANDATORY.**

**PROPOSAL FORM**

**Installation of Visitation Stations as outlined above:**

**Proposed number of video stations to be placed in each housing unit:**

Housing Unit	# of beds	Proposed # Video Stations
2-1	32	
2-2	32	
2-3	32	
2-4	32	
2-5	20	
2-6	12	
3-1	32	
3-2	32	
3-3	32	
3-4	32	
3-5	20	
3-6	12	
4-1	64	
4-2	64	
4-3	28	
4-4	8	
5-1	64	
5-2	64	
5-3	8	
5-4	24	
Block 6	34	
Booking		1 each in male/female waiting
Public Side		

Provide details on fees charged for off-site visitation: (use additional sheets if necessary)

Provide details on revenue sharing proposal: (use additional sheets if necessary)

Provide details of required bandwidth to support video visitation: (use additional sheets if necessary)

Provide details of any exceptions taken to the RFP: (use additional sheets if necessary)

Provide details of installation timeline: (use additional sheets if necessary)

Please list any other 'value added' items that your company can provide with regard to video visitation services: (use additional sheets if necessary)

Please list below other costs that may be associated with this service or use additional sheets if necessary:

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**AUTHORIZED NEGOTIATORS:**

Name: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone # \_\_\_\_\_  
Title: \_\_\_\_\_

Does your company have a formal safety policy and your employees participate in safety training?

Upon request, would you be able to provide the County with a copy of your safety policy?

YES	NO

***THIS PAGE IS MANDATORY.***

***REFERENCES***

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

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

***THIS PAGE IS MANDATORY.***

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

**CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***THIS PAGE IS MANDATORY.***

**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***End of Document***